

# Certificated

## Tentative Agreement

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Below are some general highlights regarding duration and compensation for *all units*:

- The duration of the Collective Bargaining Agreements is 3 years.
- The classified units (UT, IT, CGW, NS, SC and ESS) will see the following salary increases over the 3 year period:
  - 2022-2023 6.5% (IPD +1%)
  - 2023-2024 1.0% or IPD whichever is greater
  - 2024-2025 1.0% or IPD whichever is greater
- The Certificated bargaining unit will earn an increase of IPD for each year of the contract:
  - 2022-2023 5.5% (IPD)
  - 2023-2024 IPD
  - 2024-2025 IPD
- Any additional compensation improvements achieved by the bargaining unit will be listed in the attached documents.

To provide an opportunity for members to preview their unit specific materials and ask questions of their bargaining team, unit specific sessions will be held before the meeting.

<b>Time</b>	<b>Unit</b>	<b>Location</b>
<b>4:00 PM</b>	Certificated	Main Gym
<b>4:00 PM</b>	Educational Support Specialists	Auditorium
<b>5:15 PM</b>	Information Technologies	B 117/119
<b>5:15 PM</b>	Nutrition Services	Choir A107
<b>5:00 PM</b>	Secretarial/ Clerical	Library
<b>5:30 PM</b>	Unified Trades	B 303/305
<b>5:00 PM</b>	Custodial/Grounds/Warehouse	Band A109



As public employees every aspect of our work is political. Our curriculum, our funding, our salaries, our resources, so much is determined by local and state governments.

This year the legislature approved a 5.5% COLA adjustment after pressure from WEA. Our union bargained that into our salaries. That's an increase that ALL our members will see this year, earned through union efforts!



Join WEAPAC today so to keep electing pro-education, pro-union politicians and ensure our school communities have the support and benefits we need. Join and learn more by scanning the code.

### **General Membership Meeting Guidelines:**

All units will convene in the main gym at 6:00 PM where a motion to ratify the tentative agreement will be discussed. We will use the parliamentary rules under Sturgis to run the meeting. Once a motion to ratify the agreement is on the floor you may only speak to that motion in the following ways:

1. You may speak for the motion
2. You may speak against the motion
3. You may ask a question about the motion
4. You may move to close debate
  - a. A motion to close debate is not debatable
  - b. If it passes, a vote will be called for on the motion to ratify.

To begin speaking at a microphone, please give your name, work location and your position on the motion.

Example: "I am John Doe from Adams Elementary School and I am speaking for the motion...."

### **General Membership Meeting Agenda:**

1. Call the meeting to order – members from the breakout rooms come to main gym
2. Welcomes and Introductions
3. Explanation of the process
4. Motion and debate
5. Voting
  - a. WEAPAC presentation during the ballot counting
6. Announcement of results and next steps
7. Close the meeting

**Article I – Administration; Section 1 – Definitions**

**P.7**

L. The term “program” shall mean District level programs eligible for reassignment within program and across buildings. Currently, these are identified as, K-6 Music, K-6 Art, K-6 Fitness and Health, K-6 Content Specialists, K-8 Montessori, K-6 Title 1/LAP, K-6 School Counseling, 7-12 School Counseling, K-12 BI, K-12 DI, K-12 MHOH, ~~Special Education~~ Preschool, K-6 Resource, 7-12 Resource, Occupational Therapists, Physical Therapists, School Psychologists, Speech Language Pathologists, K-12 ELD, K-12 Autism, K-12 Vision, K-12 Deaf Education, School Nurses, BCBAs and MTSS Specialists.

N. The term “Option Program” shall mean APPLE, ~~SPRINT, Indian Education~~, Institute of Science and Technology (IST), Spokane Virtual Learning (SVL), Dual Language.

**Article II – Business; Section 4 – Association Rights**

**P.13**

H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.

i. The District will collect from all those in attendance employee name, employee ID, mailing address, personal email address, personal phone number and provide it to the Association.

**Article III – Instruction; Section 2 – Curriculum/Materials**

**P.17**

E. The District will strategically and intentionally coordinate the implementation of new curriculum and/or materials at the elementary level. There will be no more than one (1) implementation at the elementary level in any given school year across all content areas unless necessary to comply with state or federal requirements. In core curriculum at the secondary level that traditionally pair together, (IE: math and science) special consideration will be given to impacted classroom teachers to stagger their implementation. In the event a federal or state requirement mandates a curriculum change, this mandate will become the one (1) allowable implementation.

1. The District will strategically and intentionally coordinate the implementation of new non-curricular initiatives, such as inclusion and UDL, at all levels. During the 2019-2020 and 2020-2021 school year, the District will implement social emotional learning and human growth and development curriculum. This provision will not be subject to item F below.

**Article III – Instruction; Section 3 – Assessment**

**P.17**

B. Additionally, teachers will be compensated for one (1) hour of preparation time for each half day (1/2) of substitute time requested. This shall be paid at the certificated supplemental ~~extracurricular~~ rate.

D. Kindergarten and Preschool

2. Family Connection Conferences (WaKIDS) and Teaching Strategies Gold

a. All Kindergarten and preschool teachers shall utilize three (3) days at the start of their contracted year prior to students arriving to complete family connections conferences and prepare for individual student needs.

i. These days are included as required instructional hours and are part of the 180 - day school year as allowed by law.

ii. Kindergarten students shall start school three (3) days after other Spokane Public School students when feasible based on the school calendar.

iii. Preschool students shall start with enough time to enable preschool teachers and paraeducators to support preschool students transitioning to Kindergarten, complete conferences and to complete annual required training. At least 30 minutes of preparation time will be provided daily prior to preschool conferences held the week before students start. Beginning the week before students arrive, and during parent conferences each teacher will receive 255 minutes of preparation time and will continue each week thereafter.

b. Kindergarten teachers shall receive support from the office secretarial staff in scheduling the conferences. The Family Support Specialists will support the scheduling of preschool conferences.

i. To effectively implement the WaKIDS and Teaching Strategies Gold assessment, teachers will hold 45 minute conferences with families. The first 30 minutes of the conference will be the Family Connections Conference with parents talking to teachers about their child. The last 15 minutes of the conference will be for the purpose of gathering information on WaKIDS/Teaching Strategies Gold objectives. These objectives will be defined by the District or ECEAP (e.g. gathering student readiness information for Kindergarten/ECEAP) and will be consistent across the district. Kindergarten and ECEAP teachers, with input from the administrator, shall determine the schedule keeping the 45 minutes conference criteria in mind.

ii. Should any parent fail to attend a family connection conference, support from the secretarial staff or a Family Support Specialist as appropriate to reschedule a meeting time at the school shall be available at the request of the teacher.

iii. Kindergarten and preschool teachers shall be provided up to four (4) additional hours, paid at the certificated supplemental extracurricular rate, to complete family connection conferences for students that enroll after the first three days, provided a family connection conference was not completed by another District kindergarten or preschool teacher.

### 3. Assessment Completion

a. The appropriate specialists shall be trained to assist in gathering observational data on specified WaKIDS/Teaching Strategies Gold objectives.

i. This cadre is comprised of librarians, fitness and health, music teachers and counselors.  
1) Training may be provided as needed during the school day and sub outs will be provided.

ii. The specialists may be assigned to gather data the first seven (7) weeks of school.

iii. A schedule for when specialists will be at schools is based on their specialist assignment schedule in each building.

b. The District shall create rubrics for appropriate assessments.

- i. To determine which assessments need common rubrics, the district will convene a committee of volunteer kindergarten teachers to review the assessments and make recommendations.
- ii. Any work that is completed outside the work day, shall be paid at the certificated supplemental extracurricular rate.

#### 4. Entry of Assessment Data

a. A kindergarten teacher shall have one (1) of the following choices to evaluate, score and enter WaKIDS Assessment Data:

- i. The employee may request one (1) release day.
- ii. The employee may access up to seven (7) hours of per diem pay for time spent outside the workday.

b. Three (3) times a year, school day preschool and CIP ECEAP teachers shall be provided up to one half day ~~per session~~ of substitute time or pay at the certificated supplemental extracurricular rate, to complete the Teaching Strategies Gold checkpoints. The District will determine the assessment periods for Teaching Strategies Gold Checkpoints.

c. Three (3) times a year, AM/PM preschool teachers shall be provided up to two days of substitute time or pay at the certificated supplemental rate to complete the Teaching Strategies Gold checkpoints. The District will determine the assessment periods for Teaching Strategies Gold checkpoints.

d. Preschool teachers who are required to complete Inter-Rater Reliability either as a new preschool teacher or as part of the 3 year renewal cycle can turn in up to two (2) hours paid at the certificated supplemental rate on an Exception Hours Form to the Early Learning Department.

<b>Article III – Instruction; Section 4 – Grading</b>
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#### B. Communication:

1. Grades shall be used as a communication tool to report student learning to students and families.
2. Prior to issuing a failing grade to a student within a course of study which can fulfill high school graduation requirements, certificated teachers will make more than one attempt using multiple methods (e.g. Cell phone, Home phone, Email) to establish two-way communication regarding the student’s academic progress with the student’s parent/family/guardian.
  - a. If contact is not established, the teacher will inform the student’s counselor and administration.

#### C. Reporting and Timelines

1. Secondary teachers shall update student grades to reflect current progress within two weeks of the assignments due date.
2. Grades for secondary students will not be due in the office until three (3) working days following the end of each grading period except the final grading period, at which time grades will be due prior to teachers leaving the building on the last working day. These dates will be

the same across the District and put on the District's calendar.

3. Elementary report card due dates and distribution shall be determined by the principal with input from teaching staff. These dates will be shared with staff by the end of September.

D. Representing Student Learning:

1. Activities and/or assessments entered into the grading system that contribute to a student's overall grade shall be associated with identified standards aligned with the course of study.

2. Grading policies and practices within individual courses of study shall explicitly promote the opportunity for students to demonstrate their learning over time within a grading period.

E. Disagreement in Assigned Grade:

1. If the building administrator/supervisor disagrees with a student's grade, the building administrator/supervisor and the employee will study the records, and ascertain the factors involved in an attempt to come to a mutually agreed upon decision.

2. If an employee is not available, and a reasonable effort has been made to contact the employee, and the building administrator/supervisor changes the grade, the employee shall be notified in writing.

i. If the principal or supervisor changes the grade and the employee does not agree with the decision to alter the grade, retention and/or promotion of a student, the building administrator/supervisor and employee will sign a statement indicating the change was made without the agreement of the employee.

ii. Such statement will be placed in the student's permanent record with a copy to the employee.

3. If the principal requires the student to complete additional work in order to meet the standard of the course, the appropriate procedure will be credit retrieval or summer school credit as opposed to a grade change.

~~B. Each school shall utilize their building-based decision making process to determine the minimum timelines for updating gradebooks posted on the parent portal.~~

~~C. Elementary report card due dates and distribution shall be determined by the principal with input from the teaching staff. These dates will be shared with staff by the end of September.~~

<b>Article III – Instruction; Section 5 – Parent/Teacher Conferences</b>
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<b>P.21</b>
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A. Elementary

2. Elementary teachers, excluding preschool, will hold conferences on four student release days, two before school starts and two days in January as outlined in the calendars. Students will not attend school and instead, conferences will be held with families. Grades K-6 classroom teachers will be released from regular classroom duties at 1:00 p.m. for five (5) days for the purpose of conducting conferences with parents. Teachers will offer conferences Monday through Friday and will offer outside the work day conferences. Starting in the 2020-2021

School Year, Fall Conferences shall be the first full week in November and Spring Conferences shall be the week before Spring Break. For the 2022-2023 school year, conference week will begin the week of October 31st. Each teacher will have the autonomy to schedule conferences, which will support preparedness, prioritize access for families, and will not infringe upon outside the workday availability.

- a. These conferences may be scheduled in person or virtually depending on what works best for families. Virtual conferences will be held by staff at the employee's school site.
- b. Employees who are serving more than one site may attend student conferences virtually from one of their school sites.

3. Launch Conferences shall be the two days prior to the first student day. Kindergarten will follow the start of school conferences outlined in section 3, Assessment. Progress Conferences shall be two consecutive days in January as identified in the calendar. Each teacher will have the autonomy to schedule conferences which will support preparedness, and prioritize access for families, Schools will utilize the 'conference scheduler' tool to accommodate logistics.

- a. As provided in the enrichment section of this agreement, evening or other non-school day conferences of three ~~(3) and one half (3.5)~~ hours will be held utilized each conference period (launch conferences and progress conferences) for a total of six (6) ~~seven (7)~~ hours. This time may be used within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families. Conferences scheduled outside the contracted hours will be at the employee's discretion.
- b. Principals may identify a night or nights during conference week as a "school-wide conference night". Employees will not be required to utilize the identified night or nights. Employees should utilize their professional judgment when determining the times that best meet the needs of their families.
- c. Certificated staff who are not the homeroom teacher are included in the conference expectations and should be available to meet with parents as part of conference with the homeroom teacher. Employees falling into this category who do not have full conference schedules, may be asked to complete other work by the administration.

## B. Preschool Conferences

### a. School Day Conferences (Students Mon-Fri All Day Program)

- i. The first set of conferences will take place during the three days before the first day of school day preschool. These will be non-student days.
- ii. The second set of conferences will take place during the two days of elementary progress conference days as outlined in the school calendar. These days will be non-student days.
- iii. The third set on conferences will take place during the last two full days after the last day of school day preschool. These days will be non-student days.

### b. CIP conferences (Students Tue-Fri, AM or PM)

i. The first set of conferences will take place during the three days before the first day of CIP preschool. These will be non-student days.

ii. The second set of conferences will take place during the two elementary progress conference days as outlined in the school calendar. These conference days shall not include the Monday teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These days will be non-student days.

iii. The third set of conferences will take place during the last three full days after the last day of CIP preschool. These conference days shall not include the Monday teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These days will be non-student days. Additional time when teachers are not conferencing, teachers will provide building support as agreed upon between the program director and building administration.

c. AM/PM Preschool Conferences (Students Tue-Fri, AM or PM)

i. The first set of conferences will take place during the four (4) days before the first day of AM/PM preschool. These will be non-student days.

ii. The second set of AM/PM conferences will take place over a total of four (4) consecutive days. Two of these will occur on the two (2) elementary progress conference days as outlined in the school calendar. The other two (2) of these days will take place abutted against elementary progress conference days and shall not include the Monday teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These will be non-student days.

iii. The third set of AM/PM conferences will take place during the last three full days after the last day of AM/PM preschool. These conference days shall not include the Monday teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These days will be non-student days.

~~i. Special Education preschool shall have two student days on Monday & Tuesday. The normal conference days are Wednesday and Thursday. Conferences may be scheduled on Friday in order to accommodate families, and teachers may adjust their prep schedule during the week in order to accommodate conferences on Friday.~~

~~ii. ECEAP preschool sessions will have four (4) non-student days to complete conferences. The normal conference days are Monday – Thursday. Conferences may be scheduled on Friday in order to accommodate families, and teachers may adjust their prep schedule during the week in order to accommodate conferences on Friday.~~

d. Due to the unique needs of homebound and hospitalized students, the teachers in the home/hospital, special education homebound and BEST program shall be allowed flexibility around parent teacher conferences. Because these employees hold frequent parent/teacher conferences outside the regular workday, they shall track conferences outside the regular workday and outside the conferencing period. These conferences shall count towards fulfilling the requirements of six (6) ~~seven (7)~~ conferencing hours as identified in the agreement.



## B. Secondary

### 1. Launch Conferencing First full week in November

a. Secondary teachers will hold conferences on two (2) days prior to the first student day. Students will not attend school and instead, conferences will be held with families and/or guardians. Conferences shall be held (4) consecutive days the first week in November to support high school and beyond planning, relationship building, and promotion of strategies for ongoing communication. For the 2022/23 school year, conference week will begin the week of October 31st. This will include opportunities for parent/guardians to interact with each of their student's teachers and prioritize time for connecting with parent/guardians of students who are struggling and/or failing.

i. These conferences may be scheduled in person or virtually depending on what works best for families. Virtual conferences will be held by staff at the employee's school site.

ii. Employees who are serving more than one site may attend student conferences virtually from one of their school sites.

2. Launch conferences shall be individually scheduled conferences with students and parents. The purpose of these conferences is to build connections with families through advisory, update contacts, assign technology, outline/overview of expectation, etc. Each building will use their decision-making process to determine the conference model. Should a conference model require participation by all staff at the same time, dates and times outside the workday must be clearly defined as part of the decision. When the model includes individual conferences, teachers will have the autonomy to schedule the conferences, which will support preparedness, prioritize access for families, and will not infringe upon outside the work-day availability.

a. Employees who do not have advisory will be assigned specific tasks related to launch of the school year.

b. As provided in the enrichment section of this agreement, evening or other non-school day launch conferences will be held for a total of three (3) hours. This time may be used within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families.

c. Certificated staff who are not classroom teachers are included in the conference expectations and should be available to meet with parents during conference week.

3. Secondary Transition Event Teachers will be released from regular classroom duties at 1:30 p.m. at the middle school level and 12:30 p.m. at the high school level for four (4) days for the purpose of conducting conferences with parents.

Per the Enrichment section of this agreement, three (3) hours will be used for transition events. Transition events at each school building will be determined by the leadership team, in no less than one-hour increments. Time will be used to host key transition experiences that could include Curriculum nights/showcases, Sneak Peeks, and Move-up Nights.

~~4. As provided in the enrichment section of this agreement, evening or other non-school day conferences will be held for a total of four hours. This time may be used within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families.~~

~~6. The District intends to develop and provide training related to working with students and families in conferences at the secondary level. The District and the Association agree to consult and confer on how to improve conference schedules for secondary students and families to address both high school and beyond planning and academic conference needs. Any changes to the conference schedule will be bargained.~~

**Article III – Instruction; Section 6 – Student Behavior Support Discipline**

**P.23**

D. Every school will have and follow a school-wide discipline plan which aligns with School Board policy.

1. The district will provide an example school-wide discipline plan to each school and require the use of a common template in order to support district-wide consistency and calibration.

a. This template shall include Tier 1, Tier 2, and Tier 3 ~~##~~ interventions

b. This shall include a referral form, common process for usage, and communication strategy for the outcome of the referral.

2. The school-wide discipline plan must be reviewed at least once a year with all affected staff prior to the beginning of the school year, and updated if needed. At the review, opportunity for input shall be provided. Any changes to the school-wide discipline plan shall be made upon approval of 80% of affected staff, which includes classified staff who directly interact with students.

4. The school-wide discipline plan shall include:

a. The district/school's philosophical approach to providing a productive learning environment and support to individual students.

b. Buildings will include a resource guide defining a comprehensive list of resources of support. This list of resources may include, but is not limited to:

i. School Counselors, MTSS Specialists, Mental Health Therapists, Nurses, Chemical Dependency Specialists, Administrators (PA, APs and Principals), Student support services and other community resources (GEAR-UP, Community in Schools).

ii. A list of who is on the MTSS Intervention Team and their roles

iii. A chart of these services and how to access them is in the Appendix.

F. To promote high levels of coordination and information sharing, the district will provide electronic tools to promote communication between staff and administrators regarding important student information and the outcome of office referrals. This data shall be interfaced with the formal district discipline data collection. Employees will have access to discipline information on the electronic platform for students in their class.

H. ~~Beginning in the 2020-2021 school year, each~~ Each building will utilize a minimum of two (2) hours of principal directed time, a minimum of one (1) of these hours must occur prior to the start of the school year for activities such as:

1. Administering Surveys
2. Reviewing data
3. Reviewing the school-wide discipline plan and/or updating the school-wide discipline plan
4. Professional development related to addressing student behavior
5. Updates on changes to the law and board policy

I. ~~In the 2019-2020 school year, schools will utilize a minimum of 2 hours of available principal directed time on topics related to addressing and supporting student behavior. This will include information regarding the new state-wide discipline rules.~~

1. ~~The presentation on the new state-wide discipline rules shall be consistent building to building and agreed to at labor management.~~

J. The District will provide a digital chart of district supports employees may access for students exhibiting behavior challenges. Included in this chart is when the supports can be accessed for a student and the process for getting access to the supports.

O. Anytime a re-entry meeting occurs or is requested by an employee after a student exclusion, suspension, or expulsion and prior to the return to schools employees will be notified of the time, date, and location of any re-entry meeting for the affected student on their class/caseload. These meetings will be at a time the teacher can attend or coverage will be provided so the teacher may participate. These meetings will not be scheduled in a way that excludes the student for any longer than necessary.

Q. Teachers whose classrooms have been damaged/destroyed due to student behavior shall work with their building administrator to determine the supports or time needed to help restore their room, which may include pay at the certificated supplemental rate utilizing building discretionary funds. Pay cannot be denied when warranted due to lack of building discretionary funds.

<b>Article III – Instruction; Section 12 – Elementary Intervention Services</b>	<b>P.30</b>
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6. The District will provide intervention teachers, tier 2 resources and supports that align to state, district and school priorities using SPS adopted programs.

7. A team inclusive of building principals, program coordinators, interventionists, and impacted classroom teachers shall examine research based best practices and collaboratively decide on a schedule for student support and the delivery model.

- a. At the beginning and end of each round of intervention, intervention teachers will enter required student data according to the published intervention cycle schedule.

b. Intervention teachers will share the collected intervention data with school teams to identify students for intervention services, exit students from intervention services, and progress monitor throughout the school year, and the school team will determine next steps.

~~6. c.~~ Data collected during this process should be part of any subsequent intervention referrals such as but not limited to, special education and 504.

**Article III – Instruction; Section 13 – Option Programs**

**P.31**

~~B. The District shall designate a coordinator for International Baccalaureate (IB). This responsibility may be assigned to an administrative or certificated employee. The District will not implement any new nationally or state recognized program without discussing the potential new program at Labor Management. The purpose of this discussion will be to:~~

~~a. Discuss funding considerations; and~~

~~b. Discuss any possible contractual implications.~~

**Article III – Instruction; Section 14 – Social Emotional Learning**

**P.31**

A. Secondary Advisories: Comprehensive Secondary schools will provide a student advisory period for the purpose of delivering social emotional learning curriculum, supporting student success, and facilitating school-wide college and career readiness activities, including annual completion of the High School and Beyond Plan.

~~1. The District will create an advisory plan that provides equitable opportunities for student access to SEL curriculum across secondary schools, not to exceed 100 minutes per week. Secondary student advisory will be implemented no later than the 2020-2021 school year.~~

~~2. ELD teachers shall only have ELD students in their advisory, to the greatest extent possible. The student advisory period will be provided for a minimum average of 30 minutes per week and shall not exceed 100 minutes per week.~~

~~3. Lessons and activities will be preplanned, with all materials prepared, and provided to teachers. During the 2022-2023 school year, the District will create a committee consisting of current ELD teachers and District staff, to create a menu of differentiation strategies to be utilized for SEL curriculum instruction to meet the needs of ELD students. Each school will utilize their building-based decision-making process to determine the structure, weekly duration, and scheduling of the advisory period.~~

~~4. Secondary teachers assigned to a student advisory may claim up to nine (9) hours in the school's first year of implementation and four (4) hours each year following of Professional Enrichment Responsibility Time (PERT) for the purpose of collaborating and preparing for the delivery of new social emotional learning curriculum and college and career readiness activities.~~

~~4. Grades will not be required.~~

~~5. In the event a school is interested in delivering social emotional learning curriculum and facilitating college and career readiness activities through a structure different than the advisory model outlined above, the school may utilize the contract variance process.~~

B. Elementary Social Emotional Learning: Elementary schools will provide a range of opportunities for students to engage in social emotional learning, using only district approved curriculum. Employees are only required to teach from one approved curriculum, which will include the delivery of new 2020-2021 district social emotional learning curriculum.

1. Classroom teachers may claim up to nine (9) hours in the school's first year of implementation and four (4) hours each year following of Professional Enrichment Responsibility Time (PERT) for the purpose of collaborating and preparing for the delivery of new 2020-2021 social emotional learning curriculum.

2. Social emotional learning curriculum will be implemented by all elementary classroom teachers no later than the 2020-2021 school year.

**Article III – Instruction; Section 15 – Co-teaching (Special Education and General Education – Secondary Level)**

A. Co-teaching teams will be created in the Spring staffing cycle, to allow for ample time to attend training and collaborate. When co-teaching assignments are developed, the following guidelines consideration will be used:

1. Teachers are interested in co-teaching together.

2. Teachers have received co-teaching training prior to the start of the partnership or within 60 days of the class being formed.

3. The co-teacher partnership have been approved by the building administration.

B. Co-teachers shall be provided common planning time, as the schedule allows, and special education teachers will have at least one common planning period with a co-teacher.

C. Teachers shall only co-teach with one teacher, unless requested by affected staff.

D. No more than 49% of the class can be students receiving SPED services.

E. New co-teachers shall be paid fourteen hours of training and collaboration to set up their co-teaching model. This time will be paid at the certificated supplemental rate.

1. This training will be offered multiple times to provide options for staff to attend.

F. Co-teaching partners who have already been doing this work prior to the 2022/23 school year and who have not yet been trained shall be paid, at their option, seven (7) hours at the certificated supplemental rate to complete training.

G. Co-teaching partners will be given the opportunity to remain together for up to three years. This language does not supersede the assignment/transfer language.

H. When there is a change of co-teaching partners by administration, seven (7) hours of paid time will be provided for the previously trained employees to collaborate with their new partner. This time will be paid at the certificated supplemental rate.

**Article IV – Personnel; Section 4 – Employee Protection**

**P.38**

E. When an employee has a serious concern about the behavior of a student or parent/guardian the employee shall notify the Association and their administrator as soon as reasonably possible. The concern will be taken to Labor

Management for discussion regarding next steps. Should the situation need more immediate attention, the Administration shall notify the Chief Human Resources Officer who will connect with the Association outside of the regular Labor Management meeting.

**Article IV – Personnel; Section 5 – Indoor Air Quality**

**P.38**

A. If there is an environmental concern at a District work site, the employee will email/notify the District’s Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.

**Article IV – Personnel; Section 7 – Loss and/or Damage of Personal Property**

**P.41**

B. The District shall reimburse vandalism to an employee’s vehicle under the following conditions:

4. Reimbursement shall be made per vandalism occurrence in the amount of \$250 \$125 or the employee’s deductible, whichever is less.

**Article IV – Personnel; Section 9 – Threat and/or Assault on an Employee**

**P.41**

I. School visitor information shall include notice of the District’s expectation regarding physical or verbal abuses, intimidations or interference with an employee’s ability to perform their duties. Should this behavior occur, the District shall take action to ensure staff safety. This action may include progressive steps (IE visitor/parent/guardian meeting/conference with administration, up to a no trespass order).

**Article IV – Personnel; Section 11 – Potentially Dangerous Students and Patrons**

**P.43**

B. All staff, on a need to know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. In addition, all staff, based on a need to know basis as defined by law, shall have access to the above mentioned information as they feel the need arises.

4. Students exhibiting this type of behavior shall have a safety plan, modeled by an electronic template provided by the District to all schools and all staff who directly interact with this student shall have knowledge of the plan. The MTSS team, to include: administration, counselors, interventionists, classroom teacher, etc. shall write the plan with specific procedures for when the student is in situations where they are not directly supervised. This plan shall be reviewed for any change of placement within the district or when deemed necessary by the MTSS team.

**Article IV – Personnel; Section 12 – Student Health Needs**

**P.44**

D. Except for students receiving special education services or who are in preschool the administrator, parents, teacher, counselor and any other appropriate staff will create a plan for students who need toileting support. Paraeducators and SPED teachers shall not be pulled from their duties to toilet students not in an assigned self-contained program.

**Article IV – Personnel; Section 13 – Employee Facilities**

**P.44**

B. The District will arrange that the following facilities and equipment be at each site for the use of the employees housed in that building:

1. A work area containing equipment and supplies to complete individual job assignments

a. The building will supply adequate workspace for ELD and SPED to provide services and the supplies necessary to do so.

2. The district will provide a service to manage laundry generated in preschool.

6. Restroom facilities separate from student facilities. In the event that the nearest staff restroom has been repurposed as a student use facility, administration will provide class coverage in order for staff to access restrooms.

10. Lockable space shall be provided for all employees who must secure confidential records.

D. The District will make every effort to provide an adequate classroom/work space for each specialist and ESA staff. Should an employee have concerns about the adequacy of their workspace, this concern will be shared with the Association and taken to Labor Management for resolution.

L. Counselors, ESA staff, nurses, and any other staff that have state and national licensing that require confidentiality shall have a private workspace available to complete this work.

M. The District shall make every effort to identify workspace that has not been identified for other purposes IE: the staffroom, laundry room, bathroom, custodial closet, etc.

<b>Article IV – Personnel; Section 14 – School Decision Making</b>
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<b>P.46</b>
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A. Each building shall have an inclusive decision-making process in writing that will be reviewed by and approved by 80% of all staff each year by the end of May of the previous school year beginning the 2023-2024 school year. The process will focus on student needs, academic achievement, and support for staff to include the following principles and effective practices:

B. Leadership Teams

1. Each elementary school shall have a representative, shared leadership team(s) with at least two (2) members chosen by the staff. At the secondary level, department chairs shall be on the team as well as the adhoc committee members selected by the staff. Adhoc committee members may be excused from regular department meeting business. The number of representatives shall be sufficient so that communication looping to all staff is possible. Members of the committee will be shared with the entire staff.

2. Each team shall invite a SEA representative.

3. The responsibilities of the shared school leadership team include but are not limited to:

a. Developing a continuum of decision making responsibilities (e.g. who makes which decisions) The District will provide several examples of the types of decisions made by the building and who is responsible for making those decisions.

<b>Article IV – Personnel; Section 18 – Assignment Transfer</b>
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<b>P.49</b>
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A. Definition of Terms

3. Program: District-level programs eligible for reassignment within program and across buildings. Currently, these are identified as:

- a. ~~K-6~~ Elementary Music
- b. ~~K-6~~ Elementary Art
- c. ~~K-6~~ Elementary Fitness and Health
- d. ~~K-6~~ Elementary Content Specialist
- f. ~~K-6~~ Elementary Title 1/LAP
- g. ~~K-6~~ Elementary School Counseling
- h. ~~7-12~~ Secondary School Counseling

- I. ~~Special Education~~ Pre-School
- m. ~~K-6~~ Elementary Resource
- n. ~~7-12~~ Secondary Resource
- y. Board Certified Behavior Analysts (BCBA)

4. Specialist: ~~K-6~~ Elementary Music, ~~K-6~~ Elementary Art, ~~K-6~~ Elementary Fitness and Health, ~~K-6~~ Elementary Content Specialists and Elementary Library Media Specialists will be referred to as specialists throughout this contract.

E. In-building/program reassignment procedure:

4. Program Staff will receive a staffing input form in the Spring that allows them to share their individual interests.

5. The District will make every effort to provide reasonable notice of ELD staff placements for the upcoming school year. When making placements, employee site placement preference shall be considered.

~~10. 12.~~ In the event that a teacher holding a pre-1987/unendorsed certificate is assigned to a position in a different content area for which they do not meet the criteria to be highly qualified, the District will pay the teacher up to five (5) days total of optional training in order to prepare for the new assignment(s). Pay will be at the certificated supplemental ~~extra-curricular~~ rate.

G. Involuntary Transfers:

4. Employees identified for involuntary transfer will be the least senior employee by the following categories:

- a. ~~K-6~~ Elementary general education teaching employees in the building including library media specialist.
- b. K-12 program assigned employees within a building by program.
- c. ~~7-12~~ Secondary general education employees, including library media specialists, by majority assignment.

9. Involuntary transfer meeting and placement of involuntary transfers.

f. Employees that hold a K-12 certificate must have a college major, minor, or degree in the area of the position under consideration, or must have taught in the subject area for a minimum of one (1) year.

i. In the event that a teacher holding a pre-1987 certificate is assigned to a position in a different content area for which they do not meet the criteria to be highly qualified, the District will pay the teacher up to five (5) days (total) of optional training in order to prepare for the new assignments. Pay will be at the certificated supplemental ~~extracurricular~~ rate.

<b>Article IV – Personnel; Section 19 – Moves Related to Involuntary Transfer and/or Classroom/Office Movement</b>	<b>P.61</b>
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A. The District will provide necessary assistance to involuntarily transferred employees and employees who are involuntarily moved to a different classroom or building due to major facility modifications or new construction. These employees will receive moving assistance and can choose to receive either seven (7) additional hours of pay outside their regular workday/week at the certificated supplemental ~~extra-curricular~~ rate, or comparable release time.



Consideration for additional hours will be given on a case-by-case basis.

B. Employees who are involuntarily required to move classrooms within a building or to another site two (2) or more consecutive years will be given a stipend for moving time. These employees will receive seven (7) hours of pay at the certificated supplemental rate extracurricular pay for work outside their regular work day/week. For the third involuntary move or thereafter, these employees will be granted fourteen (14) hours of pay at the certificated supplemental rate extracurricular pay for work outside their regular work day/week.

C. Employees who are asked to move classrooms within a building or to another site within a program after August 15 for the coming school year will receive seven (7) hours of pay at the certificated supplemental rate of pay for moving.

<b>Article IV – Personnel; Section 20 – Certificated Staff Layoff Process</b>	<b>P.64</b>
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D. Layoff Procedure

1. Staff retained shall be the most senior as listed on the seniority list in descending order from highest to lowest seniority.

c. Tie Breaker: In the event there are two (2) or more qualified employees than available positions, the following criteria shall be used to determine which employee shall be retained:

ii. In the event more than one (1) individual employee, having the same seniority ranking after applying the above provisions, the person with the higher district seniority will be retained.

<b>Article IV – Personnel; Section 23 – Employee Work Year</b>	<b>P.67</b>
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G. Required Safety training shall be available by August 20<sup>th</sup> annually.

I. For the 2022-23 school year and beyond, Open House activities are embedded in the Launch conference days. These activities shall take place within the allocated hours provided for launch conferences. Employees shall have the choice of working the optional semester break day.

1. In order to support a successful transition into classrooms, all staff will create an overview artifact (IE: 3-5 minute video, PowerPoint, syllabus, flipbook, flyer) including introduction of self, contact information, necessary classroom information, (e.g. grading, syllabus, and behavior expectations), and available student support options; following a District-provided template.

2. For the 2022-23 school year, one hour of PERT will be available for employees to create the overview artifact.

~~J. Employees shall participate in one open house per contract year.~~

K. Employees shall be allowed to leave their assigned duty site immediately after the students have cleared the building prior to the beginning of a scheduled holiday period, on Fridays, on the last student day of the school year, and on days they have been requested to return to school or another site to attend a scheduled evening meeting event (e.g., PTA, holiday programs, etc.).

1. ~~Friday Collaboration Days:~~

a. ~~Elementary Schools may leave at 3:00~~

b. ~~Middle Schools may leave at 3:30~~

c. ~~High Schools may leave at 2:30~~

2. Holiday periods and Last Student Day of the school year:

a. All certificated school employees shall be allowed to leave their assigned duty site immediately after the students have cleared the building.

~~3. Elementary Early Release Fridays for 2019-2020 only:~~

~~a. When the elementary student day ends at 1:45 certificated employees shall be allowed to leave their Elementary site at 3:00.~~

**Article IV – Personnel; Section 24 – Summer School**

**P.69**

A. District-Wide Programs: Summer school positions for district-wide programs which become available will be filled in the following manner:

1. Hiring for the summer school teaching positions shall be based first on summer school seniority among those employees who apply and are qualified for available positions.
2. Second, hiring will be based on seniority among current certificated employees who apply and are qualified for available position.
3. A letter of interest will qualify as an employment file for current employees applying for in district Summer School jobs.

D. Skill Center Summer School

6. Summer school is an optional, supplemental program. Current Skill Center Teachers are paid at the per diem rate summer school hourly rate on the supplemental pay schedule for certificated staff. If current Skill Center teachers choose not to apply for Summer School employment and an outside candidate is chosen, they will be paid at the summer school hourly rate on the supplemental pay schedule for certificated staff. If it becomes necessary for an employee to be absent for any period of time, the total hours paid for working summer school will be adjusted accordingly.

**Article IV – Personnel; Section 25 – Employee Workday**

**P.72**

B. Preschool

~~1. School Day Self-Contained Special Education~~

The regular work day shall be seven (7) hours, five (5) days a week.

2. Headstart/CAPE

The regular workday shall be seven and three-quarter (7 ¾) hours, four (4) days per week, and four (4) hours on the fifth day. The schedule for the fifth day may be flexible in nature and will be mutually determined and agreed upon by the employee and supervisor.

3. AM/PM and CIP ECEAP

The regular workday shall be 7.25 hours four (4) days a week and six (6) hours on the fifth day. The schedule on the fifth day shall be flexible in nature and determined by the employee with notification to the supervisor.

C. The regular workday for secondary (~~7-12~~) employees shall be seven (7) hours.

H. All employees shall have a thirty (30) minute duty-free lunch period exclusive of the normal workday. Similar to the lunch passing period at secondary, the elementary schedule shall have an additional five minutes built into the schedule to allow for students to transition to and from supervised locations.

M. Emergency Late Start: The safety of employees and students is paramount in any emergency. Employees shall not be required to arrive at their worksite until one (1) hour before student arrival. ~~unable to arrive at their regularly scheduled time may elect to use temporary absence, personal leave or emergency leave for their unplanned absence.~~

<b>Article IV – Personnel; Section 26 – Extra Duties</b>	<b>P.73</b>
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C. Assignments to supervision of student activities such as convocations, hall duty, playground duty, recess, bus duty etc., shall be equitably distributed among staff and a supervision schedule will be developed and communicated to all staff prior to the first day of each semester. Any of these duties that occur outside the student day shall not last longer than fifteen (15) minutes on either end of the student day. Staff and administrators shall mutually agree if an employee is assigned both before and after school duty on the same day.

<b>Article IV – Personnel; Section 28 – <del>Monday Late Start Days</del> Friday Collaboration</b>	<b>P.74</b>
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~~A. Friday Collaboration is defined as time for educators to work with one another in order to support student learning. Participation in Friday Collaboration time must be performed with other education professionals on activities determined by the employee. Participation in Friday Collaboration time must be performed on district property.~~

~~B. Friday Collaboration time can include but is not limited to:~~

- ~~▪ Unit/lesson design based on curriculum guides and grade level expectations~~
- ~~▪ Sharing best pedagogical practices~~
- ~~▪ Discussing student work~~
- ~~▪ Analyzing student data~~
- ~~▪ Professional development activities~~
- ~~▪ Identifying student supports and interventions~~
- ~~▪ Deepening content knowledge~~
- ~~▪ Participation in staff development programs to improve skills in current teaching assignments.~~

<p>Early Release Fridays:</p> <p><b>Friday Collaboration Time</b></p>	<p><b>15 hours total</b></p> <p>(12 Days – 1.25 hours)</p>	<p>All hours will be directed by employees.</p>	<p><b>Dates</b></p> <p>As identified on the agreed upon calendar proposals for each year.</p>
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~~C. Option schools may follow School Decision Making instead of Contract Waiver Process on Friday Collaboration.~~

A. Employees will report fifteen (15) minutes prior to their normally scheduled workday on Mondays.

B. Students will start one (1) hour late each Monday at every grade level.

C. This one hour and fifteen minutes of time will be used as follows: The focus of collaboration will alternate each week throughout the year based on the following rotation:

a. The first session is principal directed aligned to the School Improvement Plan (SIP)

i. When the principal directed collaboration is not pertinent to individual program staff, the principal will communicate with their program staff and the program staff will attend the program facilitated collaboration.

b. The second session is employee determined collaboration activities focused on student outcomes.

i. The employee time must be performed with other education professionals on activities determined by the employee.

ii. Work must be completed on district property.

c. The third session is designated for grade level/department or program work planned in alignment with the district strategic plan and the building SIP.

i. Building/program leadership teams will determine how this time will be used.

ii. Program staff may meet virtually to maximize collaboration time.

d. The fourth session is employee determined collaboration activities focused on student outcomes.

i. The employee time must be performed with other education professionals on activities determined by the employee.

ii. Work must be completed on district property.

e. In the event there is no school on a Monday, the rotation continues on the following Monday.

D. NEWTECH Skill Center employees shall not participate in Monday Late Start days Friday Collaboration. On Monday Friday Collaboration, NewTech Skill Center will follow their regular bell schedule and staff will continue to use their common preparation times to collaborate. The District will schedule busing for students from their home school to NEWTECH at the normal student start time.

~~E. Once a year, employees will create a plan for using for Friday Collaboration time and will provide the plan to their principal. The plan will include the activities to be performed, location of the activity, and who the educator will be meeting with.~~

~~F. Friday Collaboration time is part of an educator's professional responsibilities and evaluators may observe the work done during this time.~~

<b>Article IV – Personnel; Section 29 – Preparation Periods</b>
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<b>P.75</b>
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F. Elementary Preparation time

2. Elementary Employees ~~who teach Preschool through 6<sup>th</sup> grade~~ shall have a minimum of 255 minutes a week of preparation time (with the exception of shortened work weeks/days due to holidays, other bargained times or reasonable building need eg: field trips, assemblies, emergency drills).

G. Fail-to-Fill/Itinerant Substitutes

1. In order to address the issue of fail to fill, the District will hire twelve (12) itinerant non-continuing substitutes for the 2022-2023 school year and revisit with SEA for additional years.

a. Itinerant subs are full time employees hired by the District, and assigned by the District.

b. Of the pool of twelve (12) itinerant subs, two (2) will be identified as Special Education capable and given priority placement in Special Education classrooms.

c. Itinerant subs will be deployed by the District substitute office to fill in for day to day absences of certificated staff. Itinerant substitutes will not be used for long term subbing.

d. Eight (8) Itinerant substitutes will be prioritized at the elementary schools, and two (2) at the secondary schools.

e. Itinerant substitutes will be placed first, before using the substitutes off the casual list.

f. The District will make every effort to hire a substitute who can work in the Dual Language program.

H. G. Elementary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the elementary level:

1. In the event there are not enough itinerant or casual substitutes to fill open positions, teachers who are subbed out for professional development are called back to the building if a grade-level position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than 30 minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.

2. If openings still exist, employees may volunteer to give up their preparation period to cover another teacher's class, at which time they will be compensated at their per diem rate.

3. A list of volunteers that is rotated through will be created.

4. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employee's covering a failed-to-fill position will be compensated at their per diem rate. The rotation list shall be published at the beginning of the year and discussed at the beginning of the year at a staff meeting. A copy will be provided to the association no later than the first day of October.

a. When creating the rotation list, the principal/designee will make every effort to ensure that there is more than one employee in each time slot.

5. Schools using their school decision making model, may determine a solution for fail to fill other than outlined in the step above. Should none of the above remedies work, the principal shall determine an alternative solution to provide coverage. If a teacher, to include co-teachers, is assigned students in order to cover a fail-to-fill position, the teacher will be compensated with overload pay at per student/pro-rated, daily rate starting with the first student assigned to the classroom.

6. Specialist classes may not be cancelled for the purposes of providing coverage.

7. Co-teachers may be pulled only during their prep period for the purpose of providing coverage for fail-to-fill positions. In a co-taught class, if one of the teachers is absent and there is no substitute for the day, then no coverage shall be required from the in-building fail-to-fill rotation.

8. Through School Decision Making a school may reorder these remedies.

9. ~~MTSS Specialists~~ Certificated staff serving more than one site shall only be considered part of the fail to fill rotation at one of their assigned buildings.

10. All certificated staff, including ESA staff, shall be included in the fail-to-fill rotation.

## I. Secondary Preparation Time

5. Secondary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the secondary level:

a. In the event there are not enough itinerants or casual substitutes to fill unfilled positions, staff in the building will be offered the opportunity to volunteer to work during their prep time and would receive compensation for working during their preparation period. When employees agree to give up their preparation period to cover another teacher's class they will be compensated at their per diem rate.

i. A list of volunteers that is rotated through shall be created.

b. Teachers who are subbed out for professional development are called back to the building if a position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than 30 minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.

c. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employee's covering a failed-to-fill position will be compensated at their per diem rate.

i. The rotation list shall be published and discussed at the beginning of the year at a staff meeting. A copy will be provided to the Association no later than the first day of October. Co-teachers may be pulled during their prep period only for the purpose of providing coverage for fail-to-fill positions.

6. ~~MTSS Specialists~~ Certificated staff serving more than one site shall only be considered part of the fail to fill rotation at one of their assigned buildings.

7. All certificated staff, including ESA staff members shall be included in the fail-to-fill rotation.

8. Skill Center will follow one of the following options:

a. Should a fail-to-fill occur at the Skill Center, available itinerants will be used.

b. Should no itinerants be available, volunteers for fail-to-fill will be sought.

i. Employees may volunteer to take students from another class/department into their class.

ii. This may result in the fail-to-fill class being split between several teachers.

c. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis. Every reasonable effort will be made to not assign an employee more than once a week to cover a fail-to-fill position.

i. The rotation list shall be published at the beginning of the year.

ii. Employees who are assigned to cover a failed-to-fill position will be allowed to turn in up to one and one half (1.5) hours per half (1/2) day of coverage using the exception hours form. This will be paid at per-diem rate of pay.

d. Should the above remedy not work, the principal shall determine an alternative solution to provide coverage. If a teacher is assigned students in order to cover a fail-to-fill position, the teacher will be

compensated with overload pay at per student/pro-rated, daily rate starting with the first student assigned to the classroom.

**Article IV – Personnel; Section 30 – General Education Workload**

**P.79**

A. Class Sizes: Established class size limits listed below are intended to be the maximum student teacher ratio. Based on the District’s available budget and facility capacity, the District will staff below the established limits.

Grades	Student Numbers
<u>School Day Preschool</u>	<u>18 students with 1 teacher and 1 paraeducator</u>
Grades 4- <u>5</u> <del>6</del>	28
Combination Academic Classes	
Grades K-3	24
Grades 3-4	24
Grades 4- <u>5</u> <del>6</del>	27
Grades <del>7</del> <u>6</u> - 12	30
<del>Librarians</del>	<del>There will be sufficient librarian coverage at school sites with libraries.</del>

3. Supporting the Inclusion of Students with IEPs in General Education Settings ~~Integrating Students into General Education~~

a. To ensure that classroom teachers can adequately support students with Individualized Education Plans which require additional one-on-one attention, the creation of specially designed instruction and ensuring behavior plans are followed with fidelity class sizes outlined in the chart above will be reduced by 0.5 for each student with an IEP as long as the student is expected to be in the class for longer than forty-five minutes. Any student with an active behavior IEP, in a general education class for longer than forty five (45) minutes daily shall be considered as one and one half (1 ½) student count.

i. A student with communication goals only on their IEP would not be subject to this provision.

b. When staffing schools and creating classrooms, space will be left for inclusion of each student in self-contained programs. Any student with an active academic IEP in a general education class for which the student’s IEP goal(s) impacts the content being delivered for longer than forty five (45) minutes daily shall be considered as one and one half (1 ½) student count.

i. Any student receiving general education inclusion time will be included on the classroom teacher’s roster.

d. In the event that an additional general education student would not put a class into overload, then the addition of a student with an IEP cannot be denied placement.

i. Overload compensation and options still apply.

e. After completion of fall staffing (first ten (10) days of school), if a currently enrolled student is thereafter identified as eligible and receiving special education, the student may not be transferred from the class or the school, based on overload as described in the chart above a 1.5 student count, including the 0.5 class size reduction. Adjustments may be made to other student schedules to balance class size while maintaining the goal of teacher continuity.

f. Secondary exemptions and special provisions.

i. The teachers of the secondary subjects listed below will be informed prior to the placement of students with disabilities in excess of the maximum, and the administrator/designee will be available for discussion regarding the placement of such students. Class size will not be reduced 0.5 in these classes for students with IEPs but overload provisions apply. Students with disabilities shall not be counted as 1.5 FTE in the following classes. Consideration will be given to the number and needs of students placed into these classes.

- Secondary art
- Senior high music lab
- Middle school music
- Secondary PE
- Senior high health
- Vocationally funded/CTE classes
- Applied Art

4. If preschool staff have questions or concerns about staffing levels, they can generate a staffing review by notifying, in writing, the early learning department Director assigned to their program/school.

a. The caseload review will occur within ten (10) school days of the request.

b. Results of the caseload review will be communicated in writing to the requesting staff member, the building principal, and SEA Representative.

5. Elementary class size provisions

d. No class shall have more than 49% of students with IEPs and be considered a general education class.

6. Secondary class size provisions

d. No classes shall have more than 49% of students with IEPs and be considered a general education class.

7. Specialist Provisions

a. Elementary Specialist will be scheduled so that they have a minimum of 255 minutes of preparation time and teach an average of the equivalent of nine (9) thirty (30) minute classes per day. Class times in excess of thirty (30) minutes are permitted, as long as the minimum preparation time, as well as the passing times of ~~three (3)~~ to five (5) minutes between classes is maintained.

b. There will be a librarian in every school and will follow the specialist scheduling listed above. Elementary Librarians will have 0.1 FTE for collection management time and 0.1 technology management and integration (TIS). A librarian who does not have a full library instructional schedule will work with their building principal to support building initiatives including fail-to-fill, small group, and/or classroom support. The schedule will be made public.



e. Specialist class sizes will be the same as the grade level the general education class sizes listed in the chart. The only exception is for band, strings, and art in 6th grade on the south side during the 2022-23.

## B. Overload Remedies

### 1. Elementary Teachers

c. Compensation is available for teachers beginning with 1.0 FTE over agreed upon class size limits. The compensation rate is ~~\$200.00~~ ~~\$187.90~~ per month per 1.0 FTE over. This provision applies to elementary specialists and is pro-rated for the length of time the student is in the class.

### 2. Secondary Teachers

c. The compensation rate is ~~\$40.00~~ ~~\$37.58~~ per student per period per month.

3. The calculation for overload compensation shall be based upon the hourly rate for overload aide time and shall be adjusted annually if the overload aide time increases.

b. Student enrollment counts to determine overloads will be those official District counts taken and reported on the first student day of every month. The October 1 count will generate stipend pay for September; the November 1 count will generate stipend pay for October and so on through the year. The June 1 count will generate stipend pay for both May and June.

## C. Other Workload Provisions

### 2. Secondary Library

a. Secondary library information specialists will be a building-wide support and resource for technology integration. They will promote the use of technologies to support student achievement in the classroom, including serving as a liaison between school and district technology initiatives acting as Tier II support for student devices. They will provide resources, professional development and/or instructional support to all staff at their school site. In addition, they will act as site assessment specialist and will host HUB/SV/ALE courses where the Library Information Specialist is not the teacher of record.

i. Library Information Specialists are certificated teachers whose primary role is to serve students.

ii. All Secondary Libraries shall be staffed with one full-time librarian and one eight (8) hour library clerk. The librarian's role will be made up of the following responsibilities:

1. Library Information Specialists will support their sites access to a HUB/SV/ALE classroom model, in which students can virtually attend classes that are not supported by a student and/or building schedule (i.e. World Language)

a. Grades will be the responsibility of the content teacher of record (HUB).

b. Attendance will be the responsibility of the Library Information Specialist.

c. Library Information Specialist will work with building leadership to identify a prep, that may vary by semester in order to support the HUB/SV/ALE.

d. No more than 25 students may access the HUB per period, per site.

e. When no HUB classroom is necessary, Library Information Specialists will work with building leadership to identify classrooms to support.

2. Library Information Specialists will be part of the fail-to-fill rotation.

3. Should a teacher schedule access to the library for their class(es) the teacher must be present.

4. Technology Support

a. The five (5) supplemental contract days before school, the librarian will prepare computers and documentation for checkout in advisory.

b. Once distributed, service for student computers will be addressed in the following manner:

i. The classroom teacher will complete a brief trouble shoot checklist.

ii. In the event the issue is not resolved, the student takes the computer to the library for Tier II support from the librarian for the computer.

iii. In the event the computer must be sent to ITSC for support, the librarian takes the old computer, completes the appropriate ticket, and checks out a replacement computer.

c. Each school will create a process for students to access the library for computer support that will provide time for librarians to have uninterrupted preparation time, duty free lunch, and time to start their HUB class.

d. Secondary libraries will be closed the last week of school to support and facilitate the return of student computers.

3. Elementary Title/Lap Intervention teachers shall be assigned no more than 8 groups of students a day.

4. ELD teachers may, with the assistance of SEA, contact the principal and Director of ELD to address workload concerns.

a. The District will do the following:

i. Minimize the number of schools that an ELD teacher will travel to on a given school day. In areas of the city where there is low enrollment, attempts will be made to minimize travel time, distance, and/or number of staff affected with schedules that require more than visiting two (2) school sites per day. The district will seek input of preferences from ELD staff members regarding those desiring to be placed in multiple buildings vs. those desiring to be placed in fewer buildings prior to making assignments.

ii. In order to prevent unneeded movement for staff, prior to reassigning FTE to another building to decrease overload or providing overload pay to any increases, the district will wait for one month to see if the ELD enrollment recovers/drops at the building that has experienced a decrease/increase in ELD numbers.

1. This provision may be bypassed in the event an overload at a school becomes greater than ten (10).

iv. The ELD overload compensation rate is ~~\$40.00~~ ~~\$37.58~~ per student, per period, per month at the secondary level. The ELD overload compensation rate is ~~\$20.00~~ ~~\$18.79~~ at the elementary level based on 25-30 minutes of pull out/push in services per student, per day, per month. If an

elementary student is served more than 600 minutes per month, then the rate of ~~\$40.00~~ ~~\$37.58~~ shall apply.

6. ~~An~~ A paraeducator (s) will follow special education student(s) to the specialist’s class if the paraeducator (s) is (are) assigned specifically and solely to the special education student(s) for that specific period of time for the purpose of supervision and direct assistance. In the event there is a dispute regarding the interpretation of this section, the principal will make the decision after consulting with the IEP team.

~~E. Multi-Tiered Student Support Specialists (MTSS): Up to fifteen (15) enrichment hours will be provided at the per diem rate on a prorated basis in recognition of case management needs.~~

**Article IV – Personnel; Section 31 – Special Education Workload P.86**

Special Education Preschool	<u>Comprehensive Intervention Program Self-Contained</u>	<ul style="list-style-type: none"> <li>• Up to <u>eight (8)</u> <del>twelve (12)</del> students based on student needs</li> <li>• Two (2) Paraeducators at <u>seven (7)</u> <del>six and one half (6.5)</del> hours each day, four (4) days a week.</li> <li>• The District shall consider moderate and profound needs of the students in the class mix and student numbers in a class.</li> <li>• <u>On any given day, should the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</u></li> <li>• <u>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</u></li> </ul>
	<u>AM/PM Inclusion Model ECEAP</u>	<ul style="list-style-type: none"> <li>• Maximum of eighteen (18) students per session with maximum of six (6) students <u>per session with IEPs on the teacher’s caseload. There will be a maximum of 49% having IEPs.</u></li> <li>• Two (2) paraeducators are assigned <del>to ECEAP</del> for <del>seven and one half (7.5) hours, four (4) days a week for a total of 30 hours for a four (4) day work week.</del></li> <li>• <u>On any given day, should the class size fall below ten (10) students, one (1) paraeducator may be temporarily reallocated.</u></li> <li>• <u>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</u></li> </ul>
	<u>Headstart/CAPE</u>	<ul style="list-style-type: none"> <li>• In addition to the Headstart/CAPE students, there will be a maximum of six (6) students with IEPs in each session for a maximum of 24 students.</li> </ul>

		<ul style="list-style-type: none"> <li>In addition to Headstart/CAPE provided staff, the District will provide one (1) paraeducator at seven and one-half (7.5) hours, four (4) days a week to support students with IEPs.</li> </ul>
Elementary	Resource Room	<ul style="list-style-type: none"> <li><u>Twenty-nine (29) Thirty-two (32)</u> students with IEPs receive <u>seven (7) six and one half (6.5)</u> hours paraeducator time per day.</li> <li><u>0.5 FTE = maximum of 14</u> <del>6</del> students</li> <li><del>0.4 FTE = maximum of 12</del> students</li> <li><del>0.6 FTE = maximum of 18</del> students</li> <li><del>0.8 FTE = maximum of 24</del> students</li> <li>1.0 FTE = maximum of <u>29</u> <del>32</del> students</li> </ul>
	<u>Preschool School Day Resource services provider</u>	<ul style="list-style-type: none"> <li><u>A maximum of eighteen (18) students per session. There will be a maximum of 49% having IEPs</u></li> <li><u>For the 2022-23 school year only, if the school day classroom preschool teacher has the appropriate certification, they may choose to provide services as the case manager for academic, behavioral/social, and adaptive goals. Should a classroom teacher choose to serve as case manager their caseload shall be no more than six (6) students and the teacher will receive 0.1 FTE. For the 2022-23 school year only, itinerant resource room teachers with the special education early education endorsements will serve the school day preschool classrooms where the classroom teacher is not serving the students with IEPs.</u></li> <li><u>Starting with the 2023-24 school year, the school day classroom preschool teacher will have the appropriate certification and will provide services as the case manager for no more than six (6) students with IEPs.</u></li> </ul>
	Self-Contained (DI) (Moderate needs)	<ul style="list-style-type: none"> <li><u>Primary Classrooms of up to <del>ten (10)</del> eight (8) students will be staffed with 1.0 FTE and two (2) <del>seven (7) six and one half hour (6.5)</del> paraeducators. Should, on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</u> <ul style="list-style-type: none"> <li><u>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</u></li> </ul> </li> <li><u>Intermediate classrooms of up to ten (10) students will be staffed with 1.0 FTE and two (2) seven (7) hour paraeducators. Should on any given day at any time the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated.</u></li> </ul>

		<ul style="list-style-type: none"> <li>○ <u>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</u></li> </ul>
Self-Contained (ABLE)  (Profound Needs)		<ul style="list-style-type: none"> <li>● Classrooms of up to eight (8) students will be staffed with 1.0 FTE and <del>four (4) seven (7) three (3) six and one half hour (6.5)</del> Paraeducators. <u>Should on any given day at any time the class size fall below five (5) students, two (2) paraeducator may be temporarily reallocated.</u></li> <li>○ <u>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</u></li> </ul>
<u>Behavior Intervention</u>  Self-Contained (BI)  (Behavior intervention rooms)		<ul style="list-style-type: none"> <li>● <u>Primary Classrooms of up to <del>eight (8) ten (10)</del> students will be staffed with 1.0 FTE and two (2) <del>seven (7) six and one half hour (6.5)</del> paraeducators.</u></li> <li>● <u>Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</u> <ul style="list-style-type: none"> <li>○ <u>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</u></li> </ul> </li> <li>● <u>Intermediate classrooms of up to ten (10) students will be staffed with 1.0 FTE and two (2) seven (7) hour paraeducators.</u></li> <li>● <u>Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated.</u> <ul style="list-style-type: none"> <li>○ <u>To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</u></li> </ul> </li> <li>● <u>Students with an IEP who access the BI classroom more than 60 minutes a day will continue to be case managed by the BI teacher. Caseload includes students with IEPs and students with 504s who access the BI classroom for greater than 60 minutes a day. Students with 504s who access the BI classroom less than 60 minutes a day will continue to be case managed by the counselor.</u></li> </ul>
Comprehensive Intervention Program (CIP)  MHQH		<ul style="list-style-type: none"> <li>● Classrooms of up to eight (8) students will be staffed with 1 FTE and <del>three (3) seven (7) two (2) six and one half (6.5)</del> hour paraeducators.</li> <li>● The only time a paraeducator may be temporarily reallocated from CIP is if the number of staff is greater than the number of students.</li> </ul>

	(Severe profound medical and cognitive needs)	
Secondary	Resource Room	<ul style="list-style-type: none"> <li>• Thirty-two (32) students with IEPs receives <u>seven six and one half (6.5)</u> hours paraeducator time per day.</li> <li>• <u>FTE Conversion Option:</u> <ul style="list-style-type: none"> <li>○ <u>A building's Resource department may elect to make an FTE conversion in order to lower caseload by a unanimous decision of the Certificated Resource teachers.</u></li> <li>○ <u>Two (2) seven (7) hour paraeducator FTE may be converted to 1.0 certificated resource teacher FTE.</u></li> <li>○ <u>When FTE is converted in this manner, case load will be impacted equitable amongst the members of the resource team.</u></li> <li>○ <u>Any remaining para support will be distributed equitably amongst the resource team.</u></li> <li>○ <u>Overload provisions apply at twenty-five (25) and above.</u></li> <li>○ <u>The election to convert FTE in this manner must be communicated in writing each year to building administration, Resource Program Coordinator, and SEA no later than April 1st of the school year preceding the conversion taking effect.</u></li> <li>○ <u>The exception to this deadline is in the event there are ongoing unfilled paraeducator positions in a given building.</u></li> </ul> </li> </ul>
	<u>Designed Instruction</u> Self-Contained (DI) (Moderate <u>to severe</u> needs)	<ul style="list-style-type: none"> <li>• Classrooms of up to ten (10) students will be staffed with 1.0 FTE and two (2) <u>seven (7) six and one half hour (6.5)</u> paraeducators. <u>Should on any given day the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated.</u> <ul style="list-style-type: none"> <li>○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul> </li> </ul>
	Self-Contained (ABLE) (Profound needs)	<ul style="list-style-type: none"> <li>• Classrooms of up to eight (8) students will be staffed with 1.0 FTE and <u>four (4) seven three (3) six and one half hour (6.5)</u> Paraeducators.</li> <li>• Should on any given day the class size fall below five (5) students, up to two (2) paraeducators may be temporarily reallocated. <ul style="list-style-type: none"> <li>○ To maintain the staffing level necessary to ensure the safety and education of students in the class,</li> </ul> </li> </ul>

		individualized student needs will be considered before temporarily reallocating the paraeducator.
<u>Secondary Transition</u> STEP, IMAGES, Project Search		<ul style="list-style-type: none"> <li>• <u>IMAGES and Project Search</u> classrooms of up to fifteen (15) will be staffed with 1.0 FTE <u>two (2) Transition Life Skills Job Coaches</u> and <del>one (1) six and one half hour (6.5) paraeducator.</del></li> <li>• <u>IMAGES</u> Student work experience schedules will be staggered so that classrooms have no more than ten (10) students at one time on a regular basis.</li> <li>• <u>STEP classrooms of up to ten (10) students enrolled will be staffed with 1.0 FTE and two (2) Transitions Life Skills Job Coaches.</u> <del>Due to the profound needs of the students in the STEP program the classroom size will not exceed ten (10).</del></li> </ul>
Behavior Intervention (BI)		<ul style="list-style-type: none"> <li>• Caseloads will consist of no more than twelve (12) students</li> <li>• Classroom periods of up to ten (10) will be staffed with 1.0 FTE teacher and with one (1) <u>seven (7) six and one half (6.5) hour paraeducator</u> and one (1) three (3) hour paraeducator. <u>Should on any given day the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated.</u> <ul style="list-style-type: none"> <li>○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.</li> </ul> </li> <li>• <u>Students with IEPs who access the BI classroom more than 60 minutes a day will continue to be case managed by the BI Teacher. Caseload includes students with IEPs and students with 504s who access the BI classroom for greater than 60 minutes a day. Students with 504s who access the BI classroom less than 60 minutes a day will continue to be case managed by the counselor. No class period shall exceed 12 total students.</u></li> </ul>
<del>General Education with Special Education teacher support</del>		<ul style="list-style-type: none"> <li>• <del>The District may provide additional support to both special education and general educations teacher based on need as the district works to provide access to general education to students with disabilities.</del></li> <li>• <del>The District will further study co-teaching in order to determine the effectiveness and will negotiate staffing levels at the time the study is concluded.</del></li> </ul>
<u>Comprehensive Intervention Program (CIP)</u>		<ul style="list-style-type: none"> <li>• Classrooms of up to eight (8) will be staffed with 1.0 FTE and <u>three (3) seven (7) two (2) six and one half (6.5) hour paraeducators.</u></li> </ul>

	MHOH  (Severe profound medical and cognitive needs)	<ul style="list-style-type: none"> <li>The only time a paraeducator may be temporarily reallocated from CIP is if the number of staff is greater than the number of students.</li> </ul>
<u>Pre-Kindergarten-12</u>	<u>Teachers of the Visually Impaired and Deaf Education</u>	<ul style="list-style-type: none"> <li><u>The Teachers of the Visually Impaired and Deaf Education will work with special education administration during the 2022-23 school year to develop an MOU analyzing and suggesting caseload.</u></li> </ul>

**B. Overload Remedies for Special Education Classrooms**

1. In the event a school has multiple teachers, case management must be even or discussed with the principal/coordinator before going into overload.

2. If the student caseload on the P223 count day of each month increases to greater than the IEP caseload limits above, the District will review the program and follow the overload remedies below:

c. For AM/PM Inclusion Model Preschool: In the event a teacher may go into overload, a caseload review meeting will be held with the teacher, the Early Learning Department Director, the Principal, and an SEA Representative before going into overload. The following provisions shall be considered:

i. Total class enrollment, to include the percentage of students on IEPs.

ii. How many currently enrolled students are in evaluation or in process of evaluation. These students will count toward the 49% of the total students on IEPs until the evaluation is completed to determine eligibility.

iii. Ensuring the safety and education of the students in the class.

Results of the caseload review will be communicated in writing to the teacher, building principal, and SEA Representative. If overload for the teacher’s caseload occurs, the teacher shall receive overload pay.

6. Results of the caseload review will be communicated in writing to the requesting staff member, building principal and SEA Representative.

**C. Case Management Support**

1. Special education teachers will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.

a. The following is a list of case management responsibilities of all resource teachers:

i. Schedule IEP meetings at least two (2) weeks prior to the annual IEP due date to minimize the possibility of lapsed IEPs. The IEP meeting will be conducted before the IEP due date.

ii. Chair the IEP meetings unless other arrangements have been made through the appropriate special education staff. The case manager must attend even if not chairing the meetings.

iii. Return completed IEPs to the Special Education Department. The completed IEPs must be received in the Special Education Department within two (2) full working days after the annual IEP meeting is held in order to ensure funding from the state.



iv. Monthly, review student lists in the online IEP system to ensure all students listed are in attendance and receiving special education services. Data changes must be entered into the online IEP system within five (5) working days of teacher review.

**Article IV – Personnel; Section 32 – ESA Workload**

**P.91**

**B. Case Loads**

School Psychologists	<ul style="list-style-type: none"> <li>• District-wide average staffing: 1.0 FTE per <u>1000</u> <del>1250</del> students.</li> <li>• If any individual psychologist caseload is at or above <u>thirteen (13)</u> <del>fourteen (14)</del> evaluations generated a month, overload provisions shall apply.</li> </ul>
Speech Language Pathologists	<ul style="list-style-type: none"> <li>• District-wide average caseload: 1.0 FTE per <u>forty-eight (48)</u> <del>fifty-six (56)</del> students with IEPs.</li> <li>• The district-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs by the total number of SLPs. This is excluding SLPs assigned to complete assessments and Assistive Technology.</li> <li>• If any individual SLP caseload exceeds <u>forty-eight (48)</u> <del>fifty-six (56)</del> students, overload provisions shall apply.</li> <li>• <u>0.2 FTE will be allocated to Assistive Technology.</u></li> </ul>
Occupational Therapists	<ul style="list-style-type: none"> <li>• The district-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs and the percentage of the annual average number of 504 Plans served by the OTs by the total number of OTs. <u>This is excluding the 0.2 FTE assigned to Assistive Technology.</u></li> <li>• <u>0.2 FTE will be allocated for Assistive Technology</u></li> </ul>
Physical Therapists	<ul style="list-style-type: none"> <li>• <del>Appropriate staffing levels for physical therapy services will be based on student and building needs.</del></li> <li>• <u>Districtwide average caseload: 1.0 FTE per thirty-eight (38) students with IEPs or 504 plans.</u></li> <li>• <u>The District will maintain one (1) FTE Physical Therapy Assistant and three (3), seven (7) hour paraeducators.</u></li> <li>• <u>The district-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs and the percentage of the annual average number of 504 Plans served by the PTs by the total number of PTs.</u></li> </ul>
<u>Audiologists</u>	<ul style="list-style-type: none"> <li>• <u>1 Audiologist for every 60 students with IEPs and 504 plans that are being served by Audiology services.</u></li> <li>• <u>The Audiology program will have at least one (1) an assistive technology support specialist and at least one (1) Assistive Technology Tech assigned to support assistive technology.</u></li> <li>• <u>Audiologists will start 3 days early to set up student equipment, paid on exception hours at their per diem rate.</u></li> </ul>

BCBA	<ul style="list-style-type: none"> <li>• <u>No more than 10 comprehensive student support cases at one time</u></li> <li>• <u>No more than 4 open FBA's at one time</u></li> </ul>
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C. SLPs, School Psychologists, School Nurses, OTs and PTs will have input into assignment and distribution for the school year. Adjustments will be made within (10) days to assignments based on the October 1 count each year. Additional adjustments may occur periodically during the school year as needed. Decisions will not be made in an arbitrary, capricious, or retaliatory manner. Assignments will be made based on equitable site distribution. When determining equitable site distribution, the District shall base decisions on the following factors:

~~8. The availability of additional resources like Title and/or LAP dollars in the building(s)~~

~~9. Level of school(s) being served (e.g. elementary, secondary or alternative)~~

D. Overload Remedies for School Psychologists, SLPs, OTs, PTs, and School Nurses:

2. Should it be determined that an individual is overloaded, the District shall take one (1) of the following actions, which shall be temporary only for the duration of the overload:

h. Provide overload pay at the following rates, if other remedies above are not practical solutions

i. School psychologists: Each evaluation ~~at or above 13~~ 14 shall be considered overload and will be paid at the per diem rate x six (6) hours.

ii. SLPs: Each overload student (those in excess of ~~forty-eight (48)~~ forty-six (46)) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40) per month, paid directly to the SLP.

iv. PTs: Each overload student (those in excess of thirty-eight (38)) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40) per month, paid directly to the PT.

v. Audiologists: Each overload student (those in excess of sixty (60)) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40) per month, paid directly to the Audiologist.

vi. BCBAs: Each overload student (those in excess of ten(10) comprehensive student support) shall generate an additional forty dollars (\$40) per month, paid directly to the BCBA.

4. The District will maintain two (2) FTE itinerant SLPs. These employees shall not be included in the employee staffing ratio. ~~substitutes for SLPs. Two (2) OYO SLP positions to serve in a leave replacement role as needed.~~

5. There shall be a minimum of two (2) FTE school psychologist assigned to preschool assessments. ~~1.0 FTE school psychologist assigned to preschool assessments. This shall not be a part of the ratio of one (1) FTE to 1250 students.~~

a. The District will include appropriate workspace to complete these assessments.

b. The District will provide furniture and equipment to complete assessments.

c. Staff need workspace which includes table/desk, access to a copier, printer, phone and locking cabinets.

6. School Psychologists may accept up to a 1.2 FTE when the district cannot hire enough employees to fill open positions.

7. A lead school psychologist, SLP, OT, and PT will be assigned to coordinate professional development including information related to matters of compliance, schedule collaboration, and handle purchasing. The selection of these leads will follow the same process and CBA provisions as Section 38: High School Department Leader. Compensation will be on the same pay scale as Article VI-Salary and Benefits, Section 7 – Department Leader Stipend.

9. Building principals will ensure there is workspace for mandatory services and will get priority space over outside or parent groups. Each school will ensure that there is space for ESA staff to store work related materials.

10. If an individual school psychologist, SLP, OT, School Nurse, or PT has questions or concerns about their caseload, they can generate a caseload review by notifying, in writing, the appropriate special education administrator, building principal if applicable, and an SEA Representative.

d. The results of the caseload review will be communicated in writing to the requesting staff member and the building principal within (20) school days. In the event there is not a resolution within twenty (20) days, the review will be brought forward to Labor Management.

#### E. BCBA's workload

1. BCBA's will only be asked to work with students within their scope of practice.

2. In the event the district needs BCBA's to expand their course of practice, the district will provide the professional development.

3. The BCBA work hours will be a continuous 7-hour day that fit within the work hours of 7:30am-4:00pm.

d. In the event the district hires RBTs to be supervised by the BCBA's, the parties will reconvene to discuss working conditions.

<b>Article IV – Personnel; Section 33 – Skill Center Employees</b>	<b>P.95</b>
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C. The District will promote the Skill Center as an extension of the programs offered at all consortium high schools and as a valuable opportunity for all levels of students. The District shall provide resources, including, but not limited to, secretarial support, administrative support, release time and substitute support, to ensure the promotion of the Skill Center. The following things shall be done to promote the Skill Center:

8. The Skill Center shall have three (3) department leaders, based on initial or continuing teacher certification, to head the following departments: Health Sciences, Skilled Trades and Professional Services. The language under High School Department Leads shall be followed, with exception of the budgetary oversight.

E. Open House NEWTech Skill Center Employees will not participate in Monday Collaboration. The use of the Monday Collaboration Time, Launch Conference Time, and Secondary Transitions Time as outlined in the District Professional Development enrichment section (Section 12, Article 6) shall be:

1. Teachers shall participate in two (2) evening events per contract year. Three (3) hours for the first semester career night and three (3) hours for second semester orientation night.
2. Three (3) hours of time outside of the workday for launch conferences. Teachers shall attend the first semester career night and second semester orientation night. The seven hours for conference time shall be used to pay preparation and attendance at these two events.
3. All other hours shall be used for department collaboration.

I. ~~Certificated and classified staff will have~~ The three department leaders and one (1) classified staff representative from each group will hold a seat on the ~~General~~ Director Advisory Council. The representative shall be compensated for their time outside of the school day for attendance.

J. Skill Center Administrative Council meetings are held quarterly. Skill Center certificated teachers will be afforded the opportunity to send a representative to the meeting of the Skill Center Administrative Council. This representative shall be released from duties to attend such meetings. The representative may submit agenda items through the Director of the Skill Center and shall be allowed full participation in discussion. The representative shall be excluded from sessions during the period of time where the topic of discussion is confidential in nature.

1. Any capital projects that will result in changes to Skill Center shall be reviewed by the Skill Center Administrative Council during the planning.

2. In the event that the capital project will impact a specific classroom, teachers that use that classroom, as well as the program advisory council member, will be included in the planning of that project.

#### O. Online Credit Retrieval

1. IEPs and additional academic support is provided by Skill Center Sped Coordinator and/or paraprofessionals as determined by the needs of the students.

2. APEX teacher's case load will be commensurate with comprehensive HS class size, ie. 125-150 students per 1.0 FTE.

3. APEX teachers at the Skill Center shall not receive the 21 hours supplemental enrichment stipend.

4. APEX teachers at the Skill Center will collaborate with one of the departments when department collaboration occurs.

5. All other provisions apply.

<b>Article IV – Personnel; Section 34 – Dual Language</b>	<b>P.100</b>
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A. Training: Employees in the Dual Language program shall be provided specific training in Dual Language instruction.

1. Employees new to the Dual Language program will be offered three (3) days of training in the summer prior to the start of school. Training time will be paid at the certificated supplemental ~~extracurricular~~ rate.

2. The District shall provide training on PLID days that is specific to Dual Language instruction and biliteracy.

B. Support for Kindergarten for the first week shall be provided similar to other non-option elementary schools, to the greatest extent possible.

C. Materials and Curriculum

1. The District shall provide all curricular materials necessary to implement the program.

2. The District will provide curriculum materials appropriate for the dual language classroom.

**Article IV – Personnel; Section 35 – Online Learning (Spokane Virtual Learning [SVL]  
And Skill Center)**

**P.101**

A. Except as noted in this section, all other provisions of the Agreement apply to employees with Spokane Virtual Learning ~~or Skill Center~~ online class assignments.

C. No employee can be assigned more than .2 FTE in a super contract in SVL ~~or .5 FTE at the Skill Center.~~

D. Synchronous and Asynchronous

1. The District offers both Synchronous and Asynchronous virtual learning.

2. Employees will work from a district space and shall have an enclosed, private workspace to ensure confidentiality for students and to ensure a quality learning and working environment to the greatest extent possible and where it matches the role of the employee.

3. Teachers will work with their administrator to address technology needs to address the impacts of aging technology on instructional demands. Priority consideration will be given to SV teachers due to their primary tool being their instructional computer.

4. Teachers will be informed if students have an IEP or a 504 plan.

a. Families will be informed, prior to student enrollment in SV courses, that all related services (e.g. OT, PT, SLP) will be provided by the home school in person.

E. Synchronous

For 2022-2023 School Year

1. Elementary Schedule: Students will have content delivered in two instructional blocks. One block will be from 8:30-11:30 and one will be from 1:00-2:30.

i. The core instruction block will include a whole group class meeting, whole group instruction, and small group instruction.

ii. The school day will follow the elementary school schedule from 8:30am-3:00pm with a break for lunch and student independent work time.

iii. Students will also have live exploratory electives and small group intervention time.

iv. Below is who will be providing instruction to students: Classroom teacher for Math, Literacy, Social Studies/Science, Social Emotional Learning lessons, Specialist sessions for Fitness or Small group intervention session, as needed (Classroom Interventions, Intervention groups, Special Ed, ELD).

v. Interventions will be provided to students using the same criteria by which students in brick and mortar environments are identified.

vi. Students with IEPs require additional support and differentiated instruction. To ensure that students received this support, class sizes will be reduced by .5 for each student with an IEP in a class.

2. Secondary Schedule: Students will have an Advisory/SEL of up to 20 minutes per day that will utilize the district curriculum for SEL.

i. Students will have content delivered in three instructional blocks. One block will be for Humanities, one for STEM and one for Electives/Interventions.

ii. The school day will follow the elementary school schedule from 8:30am-3:00pm with a break for lunch and student independent work time. Middle school teachers will be assigned for Advisory, Math/Science, English/Social Studies, Fitness, (Art, World Language, CCLR, and CTE options will vary based on enrollment)

iii. Small group intervention session, as needed (Classroom Interventions, Intervention groups, Special Ed, ELD)

iv. Students with IEPs require additional support and differentiated instruction. To ensure that students receive this support, class sizes will be reduced by .5 for each student with an IEP in a class.

v. The district will strive to keep teacher continuity when addressing overload. Overload remedies shall apply commensurate with the language in the other workload sections of the contract.

3. Teachers will be assigned to the Spokane Virtual Synchronous program commensurate with student enrollment at the district proposed levels of student/teacher ratios and specialist assignments where possible and not to exceed contract language without paying overload pay to include:

i. Classroom teachers and Specialists (Fitness), and Intervention teachers (as needed)

ii. Special Education teachers will be assigned as the student's case manager

iii. Special Education teacher may carry up to their contracted caseload.

a. All related services (e.g. OT, PT, SLP) will be provided by the home school in person.

iv. Other supports (e.g. counseling and MTSS) will be commensurate with brick-and-mortar schools as aligned to enrollment and student need.

v. Student receiving ELD services will continue to do so, through a virtual format by ELD staff. Staff assignments will follow current practice.

#### F. Asynchronous

1. All teachers shall adhere to ALE documenting and reporting requirements (beginning of course, weekly, monthly, unsatisfactory progress). A certified teacher will follow reporting requirements, and if there is a situation where an employee is on an approved leave and is not able to complete the weekly reporting requirement, the SV administrator will create a plan, which may include a rotation, similar to the fail-to-fill rotation to cover staff on leave or the administrator will place a qualifier in the ALE documentation.

2. All Asynchronous teachers have seven (7) weekly flex hours in order to provide availability outside of the standard school day. Up to three (3) of these hours shall be used as Office Hours/Learning Labs.

### 3. Asynchronous Office Hours

a. Elementary District Partnership/Intervention SV teachers with 1.0 FTE or greater will host a minimum of three (3) office hours/learning labs per week. At the employee's discretion, one (1) of these three (3) hours can be offered as virtual office hours. The employee will communicate with students and families the days, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.

b. Elementary Full Time SV teachers with a 1.0 FTE or greater will host a minimum of three (3) office hours/learning labs per week. If any portion of the employee's caseload includes local students, a minimum of one (1) office hour/learning lab will be offered in person at a district or district partnership facility. The other two (2) office hours could be offered virtually. The employee will communicate with students and families the days, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.

c. Middle/High School employees with a 1.0 FTE or greater of SV will host a minimum of three (3) office hours/learning labs per week. These office hours will be held in person at a district or district partnership facility. The employee will communicate with students and families the days, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.

### G. Class load for SV shall be

1. Elementary Synchronous: Class size shall follow general classroom caseload

2. Elementary Asynchronous Full Time: Class size shall follow general classroom caseload

3. Elementary District Partnership/Intervention: For every 0.2 FTE, caseload shall be 26 students with a maximum caseload of 130. Caseload above 130 students will generate additional FTE.

4. Secondary Teachers with 0.1 FTE up to 0.4 FTE

a. Core Contents: 35 per 0.2 FTE

b. World Language: 30 per 0.2 FTE

c. PE: 50 per 0.2 FTE

d. Electives: 45 per 0.2 FTE

5. Secondary Teachers with more than 0.4 FTE in SV in the 2022-23 school year

a. Core Contents: 32 per 0.2 FTE

b. World Language: 30 per 0.2 FTE

c. PE: 40 per 0.2 FTE

d. Electives: 35 per 0.2 FTE

H. Class size Workload language as described earlier in the Agreement, including the class size reduction by 0.5 language, shall apply to all Elementary asynchronous classes ~~weighting provisions, shall apply.~~

1. Overload only applies if the employee is at a .2 FTE.

2. For semester long classes, class size shall be determined at the end of the third week of each semester. If enrollment exceeds the class size limits as outlined in the Agreement, overload provisions shall apply. Employees are notified by the 15<sup>th</sup> of each month what their FTE and/or overload has been set at for that month.
3. For credit retrieval programs or other classes where the enrollment may fluctuate, overload shall be calculated at any time enrollment exceeds class size limits in the month.
4. The district will strive to keep teacher continuity when addressing overload.
5. All other overload options outlined in the CBA shall be available for SV teachers, to include adding additional FTE through super contracts.
6. At the start of each semester, classes will be reevaluated after fifteen (15) school days to determine any necessary changes due to enrollment fluctuation.
7. Enrollment priority will be given to regional students.
8. District will provide grade level curriculum resources
9. Teachers shall utilize provided district curriculum designed/adapted for an online learning platform.
10. The designated grade span teacher is responsible for monitoring and grading Art and PE to meet the needs of ALE.
11. Teachers shall have planning time and collaboration consistent with comprehensive schools. This shall be scheduled by the principal in alignment to the district schedule.
12. During the 2022-2023 school year the district will facilitate a workgroup made of members in equal number from the Association and the District to evaluate and refine Spokane Virtual programming moving forward. The parties will reconvene in the Spring of 2023 to negotiate the working conditions related to the workgroup's findings.

#### I. Hiring for SVL Supplemental/Super Contracts

1. SVL staff who have served for two (2) consecutive years shall be offered a position for the following semester without being required to interview for the position, with the following considerations:
  - a. A position must be available in order for it to be offered to the employee.
  - b. Employees who have been notified of concerns and supported to make improvements may not be offered a position for the following term, if improvements have not been made. The current employee may apply for the position(s).
  - c. SVL seniority shall be determined by continuous SVL experience with the exception of a maximum of one (1) missed school year. Once an employee misses more than one (1) school year, SVL seniority starts over.
  - d. The two (2) consecutive years applies to Synchronous and Asynchronous separately.
  - e. If more than one SV staff with two (2) years of consecutive service are interested in the supplemental contract; with more interested SV staff than available opening, interviews will be conducted.
2. Hiring for summer school shall follow the language as set forth in the collective bargaining agreement.

#### J. Compensation for Online Classes



1. Super contracts

- a. For classes at or below 60% of the caseloads above of fourteen (14) students or less, the pay shall be at .1 FTE of the employee's current placement on the Salary Schedule.
- ~~b. For classes with enrollment from fifteen (15) — eighteen (18) students, the pay shall be at .1 FTE of the employee's current placement on the Salary Schedule. An additional .1 FTE will be paid retroactively for each monthly enrollment of fifteen (15) to eighteen (18) students. This payment will be at the end of the semester.~~
- c. For classes at 61% or above the caseloads above with enrollment of nineteen (19) or more, the pay shall be a .2 FTE of the employee's current placement on the Salary Schedule.

N. Evaluation

- 1. If an employee's majority assignment is at a school, the primary evaluator shall be a building administrator. The SV£ supervisor may be a contributing evaluator.
- 2. If an employee's majority assignment is with SV£, the primary evaluator shall be the SV£ program administrator.
- 3. All other applicable provisions shall be found in the Evaluation section of this contract.

**Article IV – Personnel; Section 36 – Montessori**

**P.103**

A. Teachers assigned to teach in a Montessori program without a Montessori certificate shall receive the following:

- 1. All training be paid in full by the District.
- 2. No more than five (5) consecutive days of Release paid time shall be provided by the District to complete the all required observations and practice teaching while in training.

C. Other certificated staff beyond the classroom teacher shall be oriented to the philosophy of Montessori, to include administration, counselors, Special education teachers and MTSS specialists.

D. The District will support Montessori standards to include:

- 1. All classroom teacher/guides will be AMI trained
- 2. Consultation every three years from AMI
- 3. Complete set of Montessori materials
- 4. Mixed age groups – multiage opportunities for students

E. The District will partner to support the scheduling of uninterrupted work cycles, to the greatest extent possible.

F. During scheduled PLID days, Montessori staff will have training related to their roles and the instructional philosophy of Montessori.

G. During the 2022-2023 school year a work group will be formed and will focus on aligning expectations for a public Montessori school. The work group makeup will be determined by the District and the Association in partnership. The parties will reconvene in the Spring of 2023 to negotiate the working conditions related to the workgroup's findings.

**Article IV – Personnel; Section 37 – ELD**

A. A clear chain of command will be established and communicated to ELD teachers and principals at the beginning of each school year.

B. In the event there is an open position at a school for which an ELD teacher is qualified and, the employee wishes be considered for the position, the program coordinator will provide justification for why the ELD teacher is not placed in the open building position. Building and program supervisors and the employee will collaborate on how to best schedule the employee’s time.

C. ELD staff will utilize district curricular materials using their professional discretion when creating learning experiences to meet the needs of the students they serve.

D. ELD lead teachers will receive compensation for up to six (6) hours at the certificated supplemental rate for duties related to state mandated ELD testing including organizing test booklets, entering student accommodations, etc.

**Article IV – Personnel; Section 38 – Libby**

A. Counseling services will be provided to students who are full time attendees at the school.

B. TESSERA and Odyssey

1. Teachers will have access to student data for each of the students they serve, including historical test scores, medical information, IEP/504 information as provided in Power School

2. Teachers will have classes created in power school for TESSERA and ODYSSEY

3. TESSERA teachers will provide two (2), two-week sessions throughout the school year (end of October/early November and at the end of February/early March) to provide small group instruction and classroom support to buildings who have historic underrepresentation in gifted identification.

4. Up to two highly-capable teachers annually will be given the option to attend highly capable conferences and have the conference fee paid for. Up to \$1,000 each school year will be available for this purpose.

5. TESSERA and Odyssey teachers will be permitted to use PERT for monthly attendance at the Washington Association of Educators of Talented and Gifted (WAETAG) workshops as part of district sponsored/approved professional development opportunities.

**Article IV – Personnel; Section 39 – New Teacher Mentors**

A. Full time mentor teachers

1. Full time mentor teachers shall support teachers new to the profession hired in Spokane Public Schools, in the event the District receives funding for this purpose.

2. Support may include connecting new teachers to building/district resources, discussing policies and procedures of the building, classroom management/curriculum support etc. as well as leading the new teacher Professional Learning Community (PLC) monthly meetings.

3. Mentors will not be required to do fail to fill. In the event that the District determines a need to use staff from the district office to support a fail-to-fill crisis, mentors may be used as substitutes for fail-to-fill.

B. Colleague Mentor Teachers

1. Colleague Mentor Teachers shall support teachers new to the profession hired in Spokane Public Schools, in the event the District receives funding for this purpose.

2. Support may include connecting new teachers to building/district resources, discussing policies and procedures of the building, classroom management/curriculum support. Etc.

3. Colleague Mentors shall earn \$1400 per mentee per year. Colleague Mentors shall be limited to two full time employees as mentees.

4. The District will ensure that teachers who work in the SPED department have a mentor who is experienced in the SPED program.

**Article IV – Personnel; Section ~~38~~ 41 – Department/Team Leaders**

**P.104**

**A. Elementary School Leadership**

1. Each elementary school will be given an annual lump sum to compensate staff for academic or team leadership, and responsibilities.

2. Each building site will select the model for allocation of funds, as appropriate to their needs, recognizing that this may vary from year to year.

3. Each Elementary school with more than 300 students will receive four percent (4%) of the zero step of the BA column of the salary schedule times six (6). Elementary schools with less than 300 students will receive three percent (3%). This is a funding formula only and shall be used for stipends.

4. For the 2022-23 school year, each elementary school will utilize available funds for compensating already established School Leadership Certificated Team Members. This allows for planning for future team leader program development to launch starting the 2023-24 school year.

5. For the 2023-24 school year and beyond, each school will decide using the building leadership process how many positions are needed, the stipend amount and the duties involved.

a. Once determined, administration will communicate to staff the number of leadership positions, job duties and the stipend for each position.

b. Once a list of candidates is determined, the effected staff will vote to determine who will be the team leader.

6. Grade Level employees shall contribute input into the team leaders' selection process. With provided input, building administration will make the final selection decision.

7. Decisions related to who is hired into these positions and the compensation shall not be arbitrary, capricious, or retaliatory.

8. Only employees covered in this agreement shall serve as an Academic Leader in Elementary Schools.

**B. Comprehensive Middle School Leadership**

3. Each middle school will receive four percent (4%) of the zero step of the BA column of the salary schedule times ~~ten (10)~~ twelve (12) positions. This is a funding formula only, and shall be used for stipends.

4. Each school will decide using the building leadership process ~~for itself~~ how many positions are needed, the stipend amount and the duties involved. Consideration will be made for instructional leadership, interdisciplinary team leadership, assessment, and management of materials and budget.

### C. High School Department Leaders

1. Hiring of Department Leaders ~~High school department leader positions will be offered annually on separate supplemental contracts.~~

a. High school department leader positions shall be hired bi-annually, on yearly supplemental contracts based on the process outlined below:

i. Building administration shall solicit interest from department members in serving as the department leader.

ii. If there are multiple department members interested in serving as the department leader, those candidates will interview in front of building administration and members of the department and be selected based on interview feedback and building principal (or designee) approval.

b. The hiring process shall be scheduled on an A/B rotation to promote no-more than half of the department leader positions being hired in one year.

c. Should a department leader choose to step-down from their leadership role in advance of the completion of their two-year term, the above mentioned process would be followed.

2. High school department leader positions shall be evaluated annually based on the following:

a. Feedback from the building principal or designee in relation to leadership attributes and department leader areas of responsibility.

4. Department leader areas of responsibility

~~a. Resource Management and Communication Department Leadership — Meetings, communication, various operational needs~~

i. Department leaders shall have oversight of the department budget and resource allocation within the department.

ii. Department leaders shall collect department input and provide feedback to the building administration in relation to student registration process and master schedule development.

iii. Department leaders shall attend building leadership team and district curricular meetings. Should department leaders be unable to attend, they shall identify a department representative to attend in their place.

iv. Department leaders shall be responsible for the regular communication between the building leadership team, principal or designee, and department meetings.

b. Instructional Leadership, Data and Assessments/Surveys — ~~Building/District priority focus~~

i. The department leader shall take part in the planning and implementation of building-wide professional learning in alignment to the district strategic plan and building goals.

ii. The department leader shall lead professional learning within their department in relation to the district strategic plan and building goals.

iii. The department leader shall set goals, regularly monitor, and share data with department members, building leadership team, and administration aligned to one or more of the following:

1. State and/or national assessment scores

2. Student academic achievement and course pass rates

3. Course taking progressions and enrollment in and completion of advanced/upper-level courses (inclusive of dual-enrollment, Advanced Placement, College in the High School, etc)

4. The department leader shall provide feedback, instructional coaching, and mentorship to members in their department.

5. The department leader shall assist in the coordination and implementation of building, district, state, and national assessments/surveys

c. Annual Equity Analysis-Assessment — ~~Coordinate Building, District and State Assessments~~

i. Annually, department leads shall be asked to examine department-wide practices in relation to our district mission statement and equity resolution.

ii. From this examination, department leaders, in collaboration with building administration, shall identify collective areas of strength and collective areas of growth within their departments to impact student outcomes.

iii. Department leaders, in collaboration with building administration, shall set goals and provide coaching and leadership to members of their department with focus of promoting greater equity. This may include but is not limited to the implementation of:

1. Instruction best practices

2. Social-emotional learning

3. Equitable grading practices

d. Management — ~~Budget tracking, supplies, materials~~

6. A maximum of ten (10) Departments will be authorized for each high school. Curricular areas may include: Math, Science, English, Social Studies, World Language, Special Education, Health and Fitness, Visual and Performing Arts, AVID, English Language Development, and Career and Technical Education.

c. Certificated staff will count in each department they teach. (~~Note: the parties will want to ensure co-teaching is addressed in dept. leaders once co-teaching language is agreed to.~~)

7. The Individual Department Plan and Process:

a. After the one-on-one meeting with the department leader, the principal or designee will meet with the department(s) to discuss building and department needs and priorities and will, in collaboration with department staff, create department leadership models which will address department leader areas ~~the four areas~~ of responsibility. The plans will identify what will be done by the department leader and what may be assigned to and/or shared with department leader assistant(s), if applicable.

8. Department Leader Compensation

c. The department leader stipend amounts are reflected in Article VI: Salary and Benefits; Section 7 – Department Leader Stipend ~~leaders' role and responsibility stipend amounts shall remain at the 2018-2019 amounts for the duration of this agreement.~~

<b>Article IV – Personnel; Section <del>39</del> 42 – Substitute Teachers</b>
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<b>P.108</b>
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A. An employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time has substitute status. These employees, upon serving the minimum number of days required by law for representation, are covered by the following sections: employee workday and preparation periods. Employees with substitute status shall receive the rate established by the Association and the District.

1. This section does not apply to anchor/itinerant subs. Anchor/itinerant subs get access to the full provisions of the collective bargaining agreement.

2. Substitutes serving in a long-term position, longer than twenty ( 20) days, shall have access to the pertinent provisions in Article IV – Personnel of the Collective Bargaining Agreement excluding the following sections: Section 1 Individual Contracts, Section 2 Employee Files, Section 3 Progressive Discipline, Section 6 Worker's Compensation (excludes 30 days' Security Leave), Section 8 District Property, Section 14 School Decision Making, Section 15 Building Budgets, Section 17 Seniority List/Certification and Endorsement List, Section 18 Assignment and Transfer, Section 19 Moves Related to Involuntary Transfer, Reassignment and/or Classroom/Office Movement, Section 20 Certificated Staff Layoff Process, Section 21 Position Sharing, Section 22 Emergency School Closures, Section 24 Summer School, Section 37 Substitute for Principal, Section 38 Department Leaders, Section 40 Classroom Certificated Staff Evaluation, Section 41 Non-classroom Certificated Class Evaluation, Section 42 Summer Mail Delivery, Section 44 Student Workplace Training Opportunities, Section 46 Walkthroughs, Section 47 Volunteer Opportunities. Disagreements shall be discussed at Labor Management.

H. Human Resources will make a concerted, good faith effort to generate and maintain a pool of substitutes for Special Education ESA (OT, PT, SLP, Psychologists) staff which may include but not be limited to the following activities: job fairs, advertising, retirees, local university programs, and network with other districts to create a common substitute pool.

1. The District will keep an ongoing posting ~~continually maintain active postings~~ for substitutes in ESA.

**Article IV – Personnel; Section ~~40~~ 43 – Classroom Certificated Staff Evaluation**

**P.109**

For the 2022-23 and 2023-24 school years, all certificated staff evaluated using the WA State TPEP evaluation system shall make the shift from the current Student Growth Goal system to the updated Student Growth Goal system that will continue to be piloted by the state for a 2nd year in 2022-23 and a 3rd year in 2023-24.

Rather than having some teachers using the current SGG system and some teachers using the new SGG, we propose to use the 2022-23 and the 2023-24 school years will serve as transition years to provide all teachers and principals with the necessary training, tools and implementation experiences so they have the opportunity to learn about and use the new SGG system in their classrooms, so they will be ready to fully implement the new SGG system in the 2024-25 school year when it is required.

In order to alleviate teachers’ concerns and challenges that may come with the new SGG system and how it may impact their end of year SGG scores, teachers will be “held harmless” related to their SGG scores by freezing the 2021-22 SGG scores in place during the two transition years.

In addition, during the two transition years, the teachers are able to increase their 2021-22 SGG score from a 1 to a 2, 2 to a 3, or 3 to a 4 if they demonstrate the new higher score level based on the new SGG scoring rubric criteria. This will allow all teachers and administrators two school years to be trained on the new SGG system, while also having time to learn how to effectively implement the new system with their school/grade level teams.

A Student Growth Goal Planning Team will also be established with equal representatives of the District and Association. The SGG Planning Team will work together to collect teacher and principal feedback and artifacts related to the new SGG tools, rubric, and PD supports used during the two transition years in order to make necessary adjustments to be fully prepared to successfully support our teachers and principals in 2024-25 when the shift to the new SGG is a requirement for all teachers.

A. Definitions

**Element** shall mean the sub-section of a component on the Washington State Marzano evaluation rubric. The Marzano Instructional Framework details ~~57~~ 60 elements to describe instructional and professional practice, each of which builds on the others to support teacher growth, development, and performance.

**Student Growth ~~Data~~** shall mean the change in student achievement between two points in time or using multiple sources of growth.

B. State Criteria, Framework, and Scoring

1. The state evaluation criteria are:

- a. Criterion 1: Centering instruction on high expectations for student achievement,
- b. Criterion 2: Demonstrating effective teaching practices,
- c. Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs,
- d. Criterion 4: Providing clear and intentional focus on subject matter content and curriculum,
- e. Criterion 5: Fostering and managing a safe, positive learning environment

- f. Criterion 6: Using multiple student data elements to modify instruction and improve student learning,
- g. Criterion 7: Communicating and collaborating with families ~~parents~~ and the school community, and
- h. Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

### 3. Criterion Performance Scoring

- c. Not all ~~fifty-seven (57) elements~~ ~~forty-one (41) skills~~ on the rubric need to ~~have a score~~ be scored during the annual evaluation cycle.
- d. Scores earned shall be recorded in the electronic evaluation platform. The electronic platform will connect Marzano element ~~criteria~~ scoring to the eight (8) WA State Evaluation Criteria.
- f. An overall ~~criteria/criterion~~ score is determined by totaling the component scores in a criterion ~~criteria~~ as follows:
  - g. When scoring, it is possible that there is not a score for a component within the criterion ~~criteria~~. In such cases, only the total number of components scores, will be used to judge against the band.

### 4. Summative Performance Rating

- a. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criterion ~~criteria~~. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

### 5. Student Growth Criterion Score

- a. Consistent with the law, student growth data will be a substantial factor in evaluating ~~evaluation~~ the summative performance of certificated classroom teachers.
- b. Embedded in the instructional framework are five (5) components designated as student growth components.
  - i. These components are embedded in criterion ~~criteria~~ as SG 3.1, SG 3.2, SG 6.1, SG 6.2 and SG 8.1
- c. Student growth data will be taken from multiple goal-aligned sources, and must be appropriate and relevant to the teacher's assignment.

## C. Comprehensive Evaluation

### 4. Notification

- a. New employees shall be given information about the evaluation criteria, procedure and relevant forms for the new evaluation systems. A component of the new hire training day shall include this information.

### 6. Professional Growth and Development Plan (PGDP)(8.4 on rubric)

- d. All goal activities for the PGDP shall be completed by the teacher no later than May 1st of each year.

### 7. Student Growth Goal Setting (SGG)

- c. Goals will be created and tracked on the SGG Setting Form on mutually acceptable forms. The goals will be entered into the electronic evaluation platform by the teacher ~~evaluator~~, so it can be scored.



## 12. Observations

a. There will be a minimum of two (2) observations per year and three (3) for teachers in their third year of provisional status.

i. At least one (1) observation must be announced. Three (3) days' notice shall be given prior to an announced observation, unless otherwise agreed to.

1) For all announced observations, employees shall be sent the pre-observation questions through the electronic evaluation platform ~~iObservation system~~. These questions can be found in the Addendum that will guide the pre-observation conference process.

ii. At least one (1) observation must be for at least thirty (30) minutes. Evaluators are encouraged to announce this observation and to complete this observation prior to January 31<sup>st</sup> ~~February 1<sup>st</sup>~~.

iii. The total minutes for all observations must be at least sixty (60) minutes annually ~~and ninety (90) minutes for teachers in their third year of provisional status~~.

iv. Teachers in their first year of provisional status must be observed at least thirty (30) minutes during the first ninety (90) days.

v. Third year provisional teachers must be observed at least three times for no less than ninety (90) minutes total.

c. When an administrator conducts an unannounced observation of ~~observes~~ an employee, they will inform the employee ~~whether or not they are in the room for evaluation purposes~~ as soon as appropriate after entering the room.

### e. Informal Observations

i. Announced Informal Observations: A principal may announce to his or her building when a particular venue will be observed informally during a specific time period. For example, the principal emails the entire staff to share that an upcoming collaboration time ~~Friday Collaboration Learning time~~ may be observed informally that week.

### g. Post-Observation Conferences

i. A post-observation conference is required for the first announced observation and may be requested by either party for other announced and/or unannounced and both formal and informal observations.

ii. A post-observation conference shall be held if an employee received a one (1) on any component or element on the evaluation rubric. The employee or evaluator may request a conference when a two (2) is received on a component or element on the Marzano rubric.

1) A check on progress toward student growth goals and Professional Growth and Development Plan (if applicable) may also be discussed.

## F. Focused Evaluation

4. Each year a teacher is on the focused evaluation, they shall receive the score of their last most recent Comprehensive Evaluation.

a. A teacher may improve their focus score from 'Proficient' to 'Distinguished' by providing evidence of a distinguished score as outlined on the Marzano rubric.

b. Teachers may improve their focused score to distinguished, but at no time will the score be lowered from what it was on the last Comprehensive Evaluation.

5. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. Teachers will not move to the Comprehensive system for reasons that are arbitrary, capricious or retaliatory. A teacher initiated decision to move which is not supported by the evaluator will be problem-solved by Labor Management.

i. Teachers can be moved to comprehensive by their evaluator no later than December 15th if documented performance concerns exist. Documented performance concerns are defined as observation and evidence data that has been scored using the Marzano rubrics and shared with the employee ~~A decision to move a teacher from Focused to Comprehensive must occur before the end of school the previous year.~~

## 6. Process

a. By October 15, the criterion area to be evaluated shall be proposed by the teacher and approved by the evaluator.

i. If the employee chooses criterion 3 or 6, they must also complete either 3.1 and 3.2 or 6.1 and 6.2 as their student growth components, whichever are associated with their selected criterion (3 or 6).

ii. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also choose either 3.1 and 3.2 or 6.1 and 6.2 as their student growth components ~~complete the student growth components in criterion 3 or 6.~~

iii. If an employee chooses criterion 8, they will set a Student Growth Goal (SG Criterion 8.1) and complete a Professional Growth and Development Plan (criterion 8.4).

~~vi. Scoring — the scoring protocol as outlined in the comprehensive evaluation system shall be used in the Focused area. Submitted artifacts must be appropriately applied to the Marzano rubric and used as part of the component score.~~

~~1) An employee may not turn in excessive amounts of artifacts.~~

~~2) The employee shall make every reasonable effort to turn in artifacts over the course of the school year.~~

## H. Probation

### 2. Establishment of Probationary Period

iv. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation which will include supports provided and funded by the District, and the dates those supports will be put in place.

A. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at the certificated supplemental extracurricular rate of pay or utilize PERT hours if outside the workday.

C. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.

1. The BEST Career in Teaching Mentor program will provide support for all new teachers in the District. (See Addendum H)

D. ELD Standards, Curriculum, Testing & Training

1. When new standards are introduced by the state, employees working in ELD will have opportunities to attend trainings during and outside the school day regarding the standards and begin to implement the new standards into practice. For training held outside the workday, the employee will be compensated at the certificated supplemental rate of pay or the employee may utilize PERT hours.

a. These trainings may be a blend of live and on-line training and will be offered at multiple locations and various times. When possible, these trainings will be recorded for employee reference.

b. Elementary ELD teachers will collaborate with classroom teachers to support them around ELD standards. The ELD teacher, in conjunction with the classroom teacher, using classroom data, will determine whether a student should be served through a push-in or pull-out model. The push-in model means less ELD pull-out minutes in order to increase time in the home classroom setting.

4. The ELD department administers assessments through the use of an online platform.

c. The Director of ELD will provide annual training which includes two way dialogue between the director and ELD teachers about the purpose of ELD assessments and how the assessment data can assist in improving student achievement.

E. In Special Education, new requirements added to the workload due to compliance findings or federal/state law changes will be supported by training rolled out during program/department time. In addition, implications of these changes will be discussed at Labor Management.

B. During the 2023/24 school year, the District and the Association will come together to discuss the 2025/26 school calendar based on the concepts outlined in the current CBA, and will be published by February 2025. During the final year of this agreement, the SEA and the District will convene a joint task force in the fall to recommend the calendar for the first year of the successor agreement following the calendar concepts below. The purpose of this provision is to ensure a calendar is available to employees and families no later than December 1st.

Between the 2023/24 and 2024/25 school years the District will create a workgroup to be inclusive of community, staff, and district representatives, to discuss future academic calendar school years for the 2026/2027 school year and beyond.

C. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:

1. The three consecutive days prior to the first day of Launch Conferences shall be workdays for certificated staff. The Monday, Tuesday, Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building.

a. ~~If the Monday, Tuesday, Wednesday schedule are not feasible, the parties will come together to schedule the workdays.~~

2. Launch Conferences will be the Thursday and Friday before Labor Day.

3. The first day of instruction shall be the Tuesday after Labor Day. ~~the last Thursday in August. When not feasible, the parties will come together to schedule the first day.~~

4. Kindergarten will have a staggered start for the beginning of the school year. Classes will be divided into "A" and "B" groups. The groups will alternate for four days.

a. At the teacher's discretion, a kindergarten and 1<sup>st</sup> grade combination class, may determine if kindergarten students will follow an A/B rotation schedule. First grade students will attend daily.

5. Labor Day, Veteran's Day (observed), Martin Luther King's Birthday, President's Day, Juneteenth, and Memorial Day shall be non-student days.

6. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working days. When not feasible, the day before thanksgiving will be a half day. ~~parties will come together to schedule the break.~~

9. Professional Learning Improvement days and ~~Friday~~ Collaboration ~~early release~~ days will be designated in the attached calendars.

11. Semester Break Day is designated in the attached calendars. This shall be a nonstudent day unless the day is needed for a Weather Make-Up day, ~~consistent with the order designated on the published calendar.~~ Every reasonable effort will be made to provide notification at least two calendar weeks prior to using this day as a designated weather/emergency make-up day.

13. Weather/Emergency make-up: For the 2022-2023 school year, no weather /emergency days will be built into the school year and will be placed after the last day of school. For the 2023-24 school year, one weather/emergency day will be built into the calendar. In subsequent years, three weather/emergency days will be built into the calendar. If weather make-up days are necessary, they will be used in the order designated on the published calendars. Every reasonable effort will be made to provide notification at least one week prior to using a designated weather/emergency make-up day.

**Section 1 – Notice**

A. Except for short-term substitutes, an employee finding it necessary to be absent from work under one (1) of the following procedures should give ample notice to their supervisor or principal so that arrangements can be made to care for that employee's responsibilities.

1. Such absence should be approved in advance and deduction may be made in pay as determined under the appropriate provision.
2. In instances where notice cannot be given in advance, the employee shall contact their principal/supervisor as soon as reasonably possible.

~~B. If the absence is not provided for under one (1) of these provisions, it may be granted as long as it is approved by the Human Resources office in advance and appropriate deduction as determined by the Human Resources office is made for the absence.~~

~~C. Notice of return to work must be made in time to give adequate notice to the employee's replacement.~~

~~D. With the exception of those requests to be made under "Temporary Absence" and "Absences for Educational Meetings and Community Service," each request shall be considered by the employee's building principal or supervisor acting as the representative of the superintendent before being submitted to the Human Resources office.~~

**Section 2 – Sick, Family Care and Emergency Leave**

A. Employees will be allowed a total of twelve (12) days per school year on a prorated basis for sick, family care, and emergency leave combined. These days shall be front loaded each year.

1. Such leave shall be cumulative from year to year to a maximum of 180 days or the equivalent number of hours.
2. Sick leave shall be administered pursuant to state law.
3. Leave shall be pro-rated for the following reasons:
  - a. Part time employment
  - b. Beginning employment after the start of the school.
  - c. Participation in public service, miscellaneous leaves, and sabbatical leaves extending for twenty-one (21) days or more.
  - d. If the contract is terminated during the year for other than health reasons, the days allowed for the current year will be prorated to those days used but not earned.
4. Employees who use, and are paid for, the yearly allowable sick leave days, but who do not report to work during the school year, will reimburse the District for any sick leave pay given.

**B. Sick Leave**

1. Sick leave is defined as days of absence from duty because of personal injury or sickness.

2. No deduction is made in compensation of the employee, provided the employee has a compensated leave balance.
3. After an illness of five (5) consecutive days, or if an employee exhibits a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence.

- a. An employee may request shared leave or unpaid leave as described later in this section.

4. The District has the right to require an examination by a physician mutually agreed upon by the District and the employee.

- a. A contract will not be issued for the ensuing year unless the employee has provided the District with a physician's statement which provides the District with a reasonable assurance that the employee's physical/mental status is such that the employee will be able to fulfill their contractual obligation.

- b. The District has the right to deny continued absence on unpaid sick leave.

#### C. Family Care

1. Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision.
2. Abuse of sick leave may be subject to disciplinary action as found in the Progressive Discipline section.

#### D. Emergency Leave

1. This leave is intended for problems for which preplanning is either not possible or could not relieve the necessity for the employee's absence (i.e. court appearance, religious holidays, funeral of friend, etc.). Such emergency leave shall be deducted from available sick leave, up to and including twelve (12) days per year.
  - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision; or
  - b. Employees shall be allowed to use accrued sick leave for a spouse, parent, parent in law or grandparent of the employee who has a serious health condition or an emergency condition.
2. The employee shall provide the District with an explanation of the purpose of the leave.
3. If an emergency leave request is based on a need for a court appearance, a copy of the summons or subpoena must accompany the request.
4. Emergency leave will not be allowed to employees when such leave requested is based on Association and/or class action grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, emergency leave may be granted to the individual, if such relief is awarded by the hearing body.

5. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:

- i. the recognized religious group celebrates a holy day or religious holiday and
- ii. requires attendance at the celebration and
- iii. the celebration is only scheduled at a time which conflicts with the employee's scheduled workday and shift.

E. Employees absent because of sick, family, and emergency leave may not serve in other forms of gainful employment beyond the gainful employment that had been a regular part of the employee's work week prior to the sick, family, and emergency absence. To do so may constitute a breach of contract.

#### F. ~~Section 20~~ – Employee Attendance Incentive Program

1. This provision shall be consistent with RCW 28A.400 and shall be administered in accordance with state statute.
2. Twelve (12) days of sick leave may be accumulated per year to a maximum of 180 days.
3. After sixty (60) days of sick leave have been accrued, an employee may exercise the option to receive remuneration for unused sick leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days.
4. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
5. Employees who are eligible to retire and who separate from District employment shall be qualified to be remunerated at a rate equal to one (1) day's current compensation for each four (4) days of accrued sick leave. The maximum number of days which can be remunerated is twenty-five (25) percent of 180 days or a total of forty-five (45) days.
6. In accordance with state law, separation from District employment due to death qualifies for the remuneration noted in the previous paragraph of this section.

#### **Section 3 - Shared Leave Pool**

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:
  - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment or physical or mental condition which is extraordinary or severe in nature;
  - b. Is a victim of domestic violence, sexual assault, or stalking;

- c. Needs the time for parental leave, to include bonding with an employee's newborn, adoptive or foster child.
    - i. Employees accessing shared leave for this purpose may maintain up to 40 hours of accrued leave in reserve.
    - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
  - d. Is sick or temporarily disabled because of pregnancy disability
    - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to 40 hours of annual leave and 40 hours of sick leave in reserve.
  - e. Serves, or has served, the country in one and meets one or more of the following criteria:
    - i. Has been called to serve in the uniformed services;
    - ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
    - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
    - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service-connected injury or treatment
2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
  3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.
  4. The employee has abided by district policies regarding sick leave use or military leave use.
  5. If the illness or injury is work related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
  6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.



B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:

1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor’s leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.

2. Sick Leave – an employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.

3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.

C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (522) days of shared leave during total district employment.

D. Leave will be donated, calculated, and received on a full day incremental ~~day donated and day received~~ basis.

E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the district must be returned to the leave donor.

#### **Section 4 6 - Maternity Leave**

A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.

1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.

2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.

3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician’s statement to verify the leave period for disability relating to pregnancy or childbirth. A physician’s statement for a leave of less than five (5) days may be required. In instances where an employee requesting maternity leave is not under a physician’s care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.

4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.

5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.

b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.

c. A long-term substitute may be placed in the employee's position during the period of absence.

6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/ report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

#### **Section 5 7 - Parenting Leave**

A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.

B. This applies to regular childbirth as well as adoption and long-term fostering of a child.

C. This leave is in addition to maternity leave under section 5 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Leave Act.

D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

#### **Section 6 4 - Family and Medical Leave (FMLA)**

A. Any eligible employee is entitled to a total of twelve (12) work-weeks of family and medical leave during any fiscal year (September 1 - August 31), as provided for in District Policy. (See Addendum B.)

#### **Section 7 5 – Paid Family and Medical Leave (PFML)**

A. Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program commenced on January 1, 2020, and employees may be eligible to receive this benefit 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. When requesting information about leave

options, employees will be given basic benefit information provided by PFML. Employees will need to contact the Washington State Employment Security Department for detailed information and to apply for the benefits.

### **Section 8 9 - ~~Personal Annual/Vacation Leave~~**

A. Employees shall be granted two (2) ~~personal vacation~~ leave days.

B. The request for personal leave must be made by the end of the prior regularly scheduled workday.

C. The employee is not required to state the reasons for the request to take such leave days.

D. These leave days are separate from sick, family, and emergency leave days.

~~1. E. These days can be accumulated to a total of five (5) days. Any employee wishing to utilize more than three (3) personal annual leave days consecutively may do so, provided that more than three (3) consecutive days cannot be taken immediately before or after a holiday or break period, nor during the first or last week of school, during conference week(s), nor during state testing.~~

~~1. Once every four (4) years, an employee may use five (5) consecutive vacation days provided that more than five (5) consecutive days cannot be taken immediately before or after a holiday or break period, nor during the first or last week of school, during conference week(s), nor during state testing.~~

2. Employees who elect to not utilize these days will receive an amount equal to one (1) day's pay for each unused day.

3. These days are prorated for a partial year worked.

~~E. F. Access to personal vacation leave days immediately before or after holidays or school break vacation periods or the first five (5) working days of the year will be capped at one hundred (100) seventy (70) requests. These days will be made available on a first-come, first-served basis beginning with the first teacher workday of the school year. Requests must be submitted into the substitute system (Frontline).~~

~~F. G. In the event that the District is not able to staff the program with qualified replacements, the above language will be renegotiated to successor language.~~

~~G. H. Personal Vacation leave will not be allowed to employees when such leave requested is based on Association grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, personal vacation leave may be granted to the individual, if such relief is awarded by the hearing body.~~

### **Section 9 15 - Temporary Absence**

An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year.

### **Section 10 8 - Bereavement Leave**

A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. These days must be taken in full increments. Such leave shall be granted in incidence of a death of someone in the employee's immediate

family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the district must have an affidavit of Domestic Partnership already on file for benefit purposes.

B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law.

C. In special cases, the superintendent or designee may extend or grant additional days.

D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

#### **Section ~~11~~ 10 - Jury Service**

A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to their giving such jury service.

B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.

C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.

D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, they shall return to the building for assignment.

#### **Section ~~12~~ 17 - Subpoena Leave**

District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

#### **Section ~~13~~ 16 - Educational Meetings and Community Service Leave**

A. All certificated employees shall be given consideration for travel to subject area, Association, curriculum, and improvement of instruction meetings. If mutually agreed, the employee may attend such a meeting and reimburse the cost of the substitute. If a request to attend a meeting is denied, the employee will be excused upon request, at a full deduction of salary, provided substitute arrangements can be made.

~~B. C.~~ Upon approval of the superintendent or designee, employees representing the District will be excused with travel and expenses related to the absence paid by the District.

~~C. D.~~ Upon approval of the superintendent or designee, employees representing subject matter and other special professional organizations will be excused without reimbursement for travel and expenses related to the absence. Such activities are normally expected to be held on curriculum days.

~~D. E.~~ Employees requesting to attend meetings for educational and professional growth under conditions not covered under provision C. above will be allowed to attend such meetings provided that a qualified substitute is available and timely notification is provided to the District. Such attendance will be with a full deduction of salary.

~~E. B. An employee representing the District may be excused by their principal or supervisor to attend an education related activity educational meeting in Spokane county without submitting a request to the superintendent provided, in the judgment of the principal, their duties can be properly covered to the satisfaction of all concerned and at no additional cost to the District.~~

~~F. Contract employees representing a school-related organization in the community in a leadership role without pay will be excused upon the approval of the superintendent or designee without expense to the District. A substitute will be provided at District expense.~~

G. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

~~H. Employees who serve as paid officials in extracurricular activities may be excused without expense to the District but with full deduction of salaries for time missed. Employees may be excused to officiate at WIAA tournaments without cost to the District.~~

~~I. The total of all sums to be expended by the District for travel and necessary expenses excluding substitutes related to authorized meetings shall be listed in appropriate categories within the budget.~~

~~J. In Section 15.C through 15.H, an application for absence should be submitted for consideration by the appropriate administrators before being transmitted to the superintendent or designee ten (10) days prior to the regular Board meeting preceding the time of absence.~~

#### **Section 14 - Public Service Leave**

A. It shall be the District policy to relieve employees of their school responsibilities to participate in the state legislature or other elected positions related to public service without pay during the term of such office. Should an individual concerned find it necessary to leave their school post at times other than their elected term, each situation will be handled individually upon the request of the employee.

B. Public service leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for such employee(s).

#### **Section 15 - Military Leave**

A. A leave of absence for involuntary active military service may be granted for up to one (1) year without pay upon recommendation of the superintendent and approval of the Board. Special conditions of the leave shall be put in writing and signed by the employee at the time the leave is granted. If the employee does not fulfill the special and regular conditions of the leave, it will be considered a breach of terms and conditions of the contractual relationship of the employee with the District and at the sole discretion of the District may be cause for disciplinary action which may include termination.

B. Military leave of absence for a period not to exceed fifteen (15) calendar days as granted under RCW 38.40.060 shall be leave without pay.

## **Section 16 – Education Leaves**

A. Employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.

B. Upon approval by the District, an employee may take up to one year leave of absence for education without pay or District contribution to benefits. Upon return the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return.

## **Section 17 ~~12~~ - Association President's Leave**

A. Upon request, the president of the Association will be granted a leave of absence for the school year in which they are president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.

B. The Association will maintain a record of all days of absence under sick, family, and emergency leave used by the president during the school year and present it annually to the District.

C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.

D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

## **Section 13 - Association Leave**

A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose of Association leave.

B. Use of such leave shall be approved by the president of the Association.

C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.

D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witnesses shall not be counted against this leave total.

E. The District will provide substitute time for all joint committee meetings as needed that meet during the workday.

1. Substitute time for joint committees will not be counted against Association leave days.

2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.

3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

F. Association leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for such employee(s).

**Section ~~19 18~~ - Miscellaneous Leaves**

A. Other leaves may be granted for up to one (1) year without pay or District payment of insurance premiums, unless indicated otherwise below, upon recommendation of the superintendent and approval of the Board.

B. Upon request of the employee, leave may be renewed for up to one (1) year.

C. Special conditions of the leave shall be put in writing at the time the leave is granted.

D. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and conditions of the employee's contractual relationship with the District and may, at the sole discretion of the District, be cause for disciplinary action which may include termination.

E. The following types of leaves will be considered under this Provision:

~~1. Active military service with pay if absent under RCW 38.40.060.~~

~~2. Additional college preparation – employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as fulltime. Upon approval the employee may work half-time. The employee will request the leave in writing.~~

~~1.~~ ~~3.~~ Extensive travel - must be in the best interest of the District.

~~2.~~ ~~4.~~ Foreign exchange teaching - sick leave and salary benefits shall accrue to the teacher on exchange in the same manner as though the employee were teaching in Spokane. It will be the responsibility of the individual employee to present official documentation of attendance during the exchange teaching assignment.

~~3.~~ ~~5.~~ U.S. Civil Service or Department of Defense foreign teaching.

~~4.~~ ~~6.~~ Health - must be the employee or a member of the employee's immediate family.

~~5.~~ ~~7.~~ Child rearing - if not covered under family and medical leave.

~~6.~~ ~~8.~~ Other educational service - must be deemed beneficial to the District.

~~7.~~ ~~9.~~ Unspecified leave - a leave for good cause which does not fall under one of the specified reasons but is judged to be in the best interest of the District.

F. Experience credit on the salary schedule and accrued sick leave at the time of the leave will apply on return from the leave with the exception of foreign exchange teaching. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from contract duties. An employee on an unpaid leave may continue their choice of District-offered insurances if the employee pays the premium cost directly to the carrier.

G. The employee shall provide notice to the District of their intent to return to work by April 1.

**Section ~~20 11~~ - Sabbatical Leaves**

A. Up to one (1) year for advanced study may be granted at the discretion of the Board to certificated employees who have served in the District a minimum of seven (7) consecutive years and whose work is satisfactory.

B. In recommending sabbatical applicants to the Board, the superintendent will give consideration to the present or near-future assignments of the various applicants; to fellowships, scholarships, assistantships, or grants already awarded the various applicants; to the potential years of service to the District; to the most beneficial use to the District; and to the budgetary limitations of the District.

C. In no case would the salary paid by the District and the funds received under a grant, etc., exceed one hundred percent (100%) of the basic contract salary which they would have received under regular employment with the District.

D. An individual seeking a sabbatical leave must initiate the request by completing and submitting a Sabbatical Leave Form available in the District Human Resources office by March 1 of the year preceding the proposed sabbatical leave.

E. An employee on sabbatical leave shall be contracted at fifty percent (50%) of the employee's basic contract salary for the period during which the sabbatical leave is taken.

F. The total number of persons on sabbatical leave shall not exceed one percent (1%) of the total number of certificated employees; however, the number of participants shall be determined by the Board.

G. An employee on sabbatical leave may not engage in employment other than that associated with the applicant's pursuance of an advanced degree or additional college work; such as, teaching fellowships or teaching assistantships, etc., without a reduction in the sabbatical stipend.

H. An employee returning from sabbatical leave shall be returned to an assignment of comparable salary and work year to that from which the leave was taken, unless a change is mutually agreed upon by the District and the employee.

I. An employee is expected to return to the District for a minimum of one (1) year of service following a sabbatical leave. An employee failing to return will be required to repay the District salary and fringe benefit contributions. An employee will be required to adhere to District policy as specified by the District Sabbatical Leave Form.

J. An employee may continue insurance benefits by prepaying to the business office such amounts as are necessary to cover the cost of fifty percent (50%) or one-half (1/2) of the premium.

K. Sabbatical leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for employee(s).

**Section ~~21 19~~ - Return from Leave**

A. Certificated employees returning from leave shall be returned to their former teaching position if the position is available.

B. If the position that the employee held immediately prior to leave is not available and the employee is assigned into another teaching position, the employee shall have the option to be considered as an involuntary transfer for purposes of pooling options.



C. If the employee returning from leave requests and is granted an alternative assignment, the aforementioned rights are not applicable.

D. Notice of return to work must be made in time to give adequate notice to the employee's replacement.

### **Section 22 – Insurance Premiums While on Leave**

A. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

<b>Article VI – Salary and Benefits; Section 2 – Salary Improvement</b>	<b>P.155</b>
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B. The current salary schedule is listed under Addendum A of this Agreement.

1. For the 2022-2023 ~~2019-2020~~ school year, the salary schedule shall increase by 5.5% ~~1.0%~~
2. For the 2023-2024 ~~2020-2021~~ school year, the salary schedule shall increase by IPD 1.8%
3. For the 2024-2025 ~~2021-2022~~ school year, the salary schedule shall increase by IPD 2.0%

C. In the event the Salary Rebase committee determines adjustments to funds that will be sent to the districts, the District and Association will meet to discuss how these funding adjustments will be implemented.

<b>Article VI – Salary and Benefits; Section 4 – General Provision for Salary Schedule</b>	<b>P.155</b>
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A. Salary Schedule Placement and Advancement:

1. Each certificated instructional employee shall be placed on the highest step possible of the salary schedule based on the employee's highest degree level, total eligible education credits, and certificated years of experience as defined in this agreement. Previous experience and education credits for new employees shall be applied in the same manner as if those credits and experience had been earned while in the district.
2. Employees will have until the last working day in September each year of the contract to report experience and education to the district human resources department for use in placement and advancement on the salary schedule. Employees hired after the first day of the school year must have their college and experience credits on file with the Human Resources Office by October 15 or within sixty (60) days of their first day of work, whichever is later for placement on the salary schedule for the current school year.
3. The district will provide the experience increments and educational advancement for credit on file as of October 1 of each year. Advancement for work experience requires the employee complete one (1) year of work experience in a position requiring a certificate.
4. Once initially placed, to advance on the salary schedule due to education credits, employees are responsible for providing documentation of completed academic credit and in-service (clock hours). All education credits submitted by the last working day of September shall be used in calculating the advancement for the employee. The annual salary shall be paid retroactively to September 1 of that year.

5. Accumulation and computing of credits (experience and education) shall use two decimal places. When calculations require rounding, a decimal ending with a 5 or higher is rounded up; a decimal ending with a 4 or lower is rounded down.

B. Definition and Accrual of Certificated Employment Experience:

1. Employees will accumulate full-time and part-time certificated employment experience for any employment in a public or private school requiring certification for which the employee held an education certificate or permit.

2. When experience credit has been earned out-side the district, full-time equivalency shall be determined by the previous employer of record and verified by the employee having the previous employer(s) complete an employment verification form. In-district full-time equivalency per year equal the number of hours in a full-time day times the number of full-time days per school year (7 hours times 180 days)

3. Substitute days are accumulated as part-time professional education employment and may be accrued up to 1.0 FTE per 12-month period.

4. No more than 1.0 FTE per year of work experience may be earned during any traditional academic year or during any twelve-month period. Time on an unpaid leave of absence may not be used for accrual.

5. Work experience must be earned prior to the current reporting school year and can be earned in the state of Washington, out-of-state, and in a foreign country. Employees may also earn certificated employment experience for positions which require comparable certification in private or public vocational-technical schools, technical colleges, community/junior colleges, colleges, universities, and tribal schools shall also be awarded. In addition, the Centrum education program, the Pacific Science Center education program, the Seattle Children's Hospital education program, and educational centers authorized under chapter 28A.205 RCW are included in the is section.

6. In addition to employment credit for school service, employees serving in the role of occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists, nurses, social workers, counselors, and psychologists regulated under RCW 18 may include experience both in schools and other non-school positions as OTs, PTs, SLPs, audiologists, nurses, social workers, counselors, or psychologists since the 2007-2008 school year. The calculation shall be that one year of services in a non-school position count as one year of service for purposes of placement on the salary schedule. The maximum years of service for OTs, PTs, Psychologists, and Speech Language Pathologists is unlimited . Non-school years of service included in calculations under the subsection shall not be applied to service credit totals for purposes of any retirement benefits.

7. For non-school experience to count, employees must have worked in positions that directly relate to the position held in Spokane Public Schools and must align with the ESA endorsement content area. For the purpose of computing a year of experience, a full year will be deemed to be 2,000 or more hours within a twelve-month period, up to 1 year maximum per fiscal year, defined as September 1 – August 31. Experience may be pro-rated and placement on the salary schedule would then follow the rules for placement of part-time employees.

8. In order to apply changes to their placement on the salary schedule for the 2022-2023 school year the OT, PT, Psychologists, and Speech Language Pathologist employee must provide documentary evidence to Human Resources by November 15, 2022. Any approved changes to salary placement will be entered for the December 30, 2022 pay date (retro-actively to 9/1/22)

C. Application of highest degree and accrual of education credits:

1. When calculating placement and advancement, total eligible education credits will be calculated as the highest degree earned plus any academic and in-service credits not contributing towards the highest degree earned. Excess academic and in-service credits a must be earned after employees first bachelor's degree is awarded.

a. Definition and Accrual of Highest Degree Type:

i. When multiple degrees of the same level are earned, the first conferring degree is used for initial placement until a higher-level degree is earned. Any degree not used for initial placement will be eligible for use as education credits with regards to salary placement and advancement.

ii. In addition, when a degree program requires more than forty-five (45) credits, credits in excess of forty-five (45) will be eligible for use as education credits. (For example: If a MA program requires 60 credits, only the first 45 would be necessary for placement on the salary schedule MA column. The remaining 15 credits would be "in-excess" and count the same as Academic Credits (see below) post MA.)

iii. Employees will remit a copy of a diploma or transcript issued by the registrar of an accredited institution of higher education as defined in WAC 250-61-050. Electronic transcripts from the registrar of the institution are acceptable copies for purposes of documentation. An accredited institution of higher education is one that has been accredited by a national or regional accrediting association recognized by the Washington Student achievement Council and the secretary of the United States Department of Education. If an employee has a degree from a foreign institution, they will need to provide a statement of degree equivalency from an approved foreign credentials evaluation agency.

b. Eligibility requirements for academic and in-service hours (clock hours)

i. All education credits must be earned after the first bachelor's degree unless the employee is employed under a non-degree certificate. (For those working under a non-degree certificate, please see section specific to non-degree certificated employees.) All education credits must have been earned on or before October 1 of the year for which they will be used to calculate the employee's salary.

ii. Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards board rules, a change in the district's or charter school's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer. The content of the academic and in-service hours must meet at least one of the following when earned after September 1, 1995, in order for them to

be recognized by the school district or charter school. All in-service credits that are eligible for certificate renewal or certificate reissuance under WAC Title 181 are eligible for salary placement.

c. Academic credits shall mean education credits determined as follows:

i. Academic credits are credits earned from an accredited institution of higher education and were not used to establish the employee's highest degree. Provided that the credits are at the 100 level or higher and are transferrable or applicable to a bachelor's or more advanced degree. In addition, credits used as academic credits cannot be also counted as in-service (clock hour) credits or nondegree education credits. Academic credits will equal the number of quarter hour units. If an institution uses semester hours, they will be converted to quarter hours and then applied to the accrual calculation.

d. In-Service (Clock hour) credits shall mean education credits determined as follows:

i. In-service clock hour credits shall be earned after August 31, 1987, and after the awarding or conferring of the employee's first bachelor's degree. In addition, clock hour credits must have been earned on or before October 1 of the year for which the employee's salary is being calculated.

ii. In-service credits are earned through a program approved by the professional educator standards board pursuant to the standards in WAC 181-85-200. In-service credits cannot be used for satisfying the requirements of the employee's highest degree or be used in calculating academic credit or nondegree education credits. For every 10 hours of in-service credit earned (10 clock hours) the employee will accrue 1 education credit.

D. Career and Technical Education certificated employees: Recognition of additional work experience, CTE Clock Hours, and conversion of work experience to nondegree education credits.

1. The provisions of this section apply to all Career and Technical Education (CTE) instructors working under an initial, continuing, or conditional CTE certificate and require the employee to have already met the 6000-hour (3 year) minimum requirement for occupational experience for their certificate.

2. Employees who have met the minimum occupational experience requirement may accrue employment experience for those positions they held that required them to supervise or manage others in the occupational area in which they are instructing. This experience will be limited to six years.

3. Individuals participating in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC each forty hours of participation equals one in-service credit. No more than two in-service credits may be earned as a result of an internship during any calendar-year period. Each employee is limited to a maximum of fifteen in-service credits earned from internships for their career.

4. All CTE certificated employees may apply CTE Clock hours earned for CTE training that is for the purpose of maintaining the CTE certification under WAC 181-77-003 toward placement and advancement on the salary

schedule. For every 10 CTE Clock hours, the employee will be granted 1 education credit for salary schedule placement.

5. A non-degree certificated employee who is working under a CTE certificate (initial, continuing, or conditional) without a BA or higher-level degree may earn nondegree education credit through occupational experience through either paid or unpaid work in the field being taught. For every 100 hours of occupational experience beyond the 6000-hour minimum required for nondegree certification, the employee may earn 1 education credit limited to 20 education credits per year. Industry experience in excess of 2000 hours may not be banked or carried over from year to year. Each year must be calculated separately.

#### E. Obtaining Verification of Employment:

1. Employees must have former employers complete the Employment Verification Form provided by the district.

2. In the event that an Employment Verification Form cannot be obtained from a previous employer, an employee may provide documentary evidence from the previous employer to help determine previous experience credit. Documentary evidence may include items such as a W2, Labor & Industry documents, or Employment Security documents; combined with proof of job title/duty information such as a job description or job posting

#### F. Hold harmless – Addressing placement issues that have not been previously contemplated

1. Due to the complex nature of recognition of experience and education credit the parties believe there may be times when a situation we have not contemplated will arise. When faced with these situations, the parties agree to bring the issue Labor Management and use the 2017-2018 S-275 Personnel Reporting Handbook for guidance as it relates to the recognition of employment and education experience for salary placement.

2. Further it is the intent of the parties that no current employee will be adversely impacted by the implementation of this language. Should an individual be so impacted, the employee's salary schedule placement will remain as it was for the 2022-2023 school year. Should the impact limit future advancement, the parties will meet immediately to review possible remedies.

~~A. Calculation of credits and experience for employees shall be in accordance with rules and regulations as established by the state for salary allocation purposes.~~

~~B. Employees shall be placed on the appropriate index step of the salary schedule according to years of experience and education earned. Salaries for employees subject to this Agreement, during the term of this agreement are contained in Appendix A.~~

~~1. In the event an employee believes they have been negatively affected due to movement on the new salary schedule, the District and the Association will work to resolve the issue.~~

~~2. New employees must file official transcripts of college credits and/or clock hours by the last working day of September, or within sixty (60) days of hire, whichever is later, to qualify for placement on the salary schedule.~~

~~3. Once initially placed, in order to advance on the salary schedule, employees are responsible for providing documentation of completed clock hours or credits. For salary placement, the District shall apply all clock hours and credits submitted by the employee by the last working day of September each school year.~~

4. Placement at index BA+135 is only available for those who are currently placed on that index. No new employees shall be placed at BA+135.

C. ESA employees:

1. The calculation of years of service for ESA employees (occupational therapists, physical therapists, speech-language pathologists, nurses, counselors and psychologists) will include experience in schools and non-school positions as licensed occupational therapists, physical therapists, speech language pathologists, nurses, counselors and psychologists.
  - a. For non-school experience to count, employees must have worked in positions that directly relate to the position held in Spokane Public Schools and must align with the ESA endorsement content area.
2. The calculation shall be that one (1) year of service in a non-school position is equivalent to one (1) year of service in a school position. The maximum years of service for Psychologists and Speech Language Pathologists is four (4) years. The maximum years of service for all other ESA employees is two (2) years.
  - a. For the purpose of computing a year of experience, a full year will be deemed to be 2,000 or more hours within a twelve-month period, up to 1 year maximum per fiscal year, defined as September 1 – August 31.
  - b. Experience may be pro-rated and placement on the salary schedule would then follow the rules for placement of part-time employees.
  - c. Psychologists and Speech Language Pathologists must submit documentation of any additional years of experience beyond the initial two (2) years originally used to place them on the salary schedule. In order to apply changes to their placement on the salary schedule for the 2019/20 school year the employee must provide documentary evidence to Human Resources by November 15, 2019. Any approved changes to salary placement will be entered for the December 30, 2019 pay date (retro-actively to 9/1/19).
3. Employees must have former employers complete the Employment Verification Form provided by the district.
4. In the event that an Employment Verification Form cannot be obtained from a previous employer, an employee may provide documentary evidence from the previous employer to help determine previous experience credit. Documentary evidence may include items such as a W2, Labor & Industry documents, or Employment Security documents; combined with proof of job title/duty information such as a job description or job posting.

D. CTE Employees:

1. The calculation of years of service for CTE employees will include experience in schools and other non-school positions as they apply to the position held in Spokane Public Schools.
  - a. For non-school experience to count, employees must have worked in positions that directly relate to the position held in Spokane Public Schools.
2. The calculation shall be that one (1) year of service in a non-school position is equivalent to one (1) year of service in a school position, up to a maximum of six (6) years for placement on the salary schedule.
  - a. For the purpose of computing a year of experience, a full year will be deemed to be 2,000 or more hours within a twelve-month period, up to 1 year maximum per fiscal year, defined as September 1 – August 31
  - b. Experience may be pro-rated and placement on the salary schedule would then follow the rules for placement of part-time employees.

3. Employees must have former employers complete the Employment Verification Form provided by the district.
- a. In the event that an Employment Verification Form cannot be obtained from a previous employer, an employee may provide documentary evidence from the previous employer to help determine previous experience credit. Documentary evidence may include items such as a W2, Labor & Industry documents, or Employment Security documents; combined with proof of job title/duty information such as a job description or job posting.

**Article VI – Salary and Benefits; Section 7 – Department Leader Stipend P.159**

Stipend payments for Department Leader and Department Leader Assistant activities are based on the negotiated schedule formula below. These amounts and formulas will be frozen for the duration of this contract:

High School Department Leadership Stipend Schedule				
	Dept size	Terms Served		
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup> +
Small	3-5	4,465	4,865	5,267
Medium	6-11	6,491	6,891	7,292
Large	12-14	8,516	8,916	9,316
Extra Large	15+	10,540	10,940	11,343

Spokane School District NO. 81				
HS Department Lead Stipend Schedule – 2019-22				
DEPARTMENT LEADER				
	Dept size	Years Experience		
		A	B	C
Small	3-5	1,116	1,216	1,317
Medium	6-11	1,623	1,723	1,823
Large	12-14	2,129	2,229	2,329
Extra Large	15+	2,635	2,735	2,836
DL ASST – INSTRUCTIONAL LEADERSHIP				
	Dept size	Years Experience		
		A	B	C
Small	3-5	1,340	1,460	1,580
Medium	6-11	1,947	2,067	2,188
Large	12-14	2,555	2,675	2,795
Extra Large	15+	3,162	3,282	3,403
DL ASST – ASSESSMENT				
	Dept size	Years Experience		
		A	B	C
Small	3-5	1,116	1,216	1,317
Medium	6-11	1,623	1,723	1,823
Large	12-14	2,129	2,229	2,329
Extra Large	15+	2,635	2,735	2,836

DL ASST – MANAGEMENT				
	Dept size	Years Experience		
		A	B	C
Small	3-5	893	973	1,053
Medium	6-11	1,298	1,378	1,458
Large	12-14	1,703	1,783	1,863
Extra Large	15+	2,108	2,188	2,268

<b>Article VI – Salary and Benefits; Section 8 – Substitute Teacher’s Salary Schedule</b>	<b>P.160</b>
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A. Substitute teacher pay will be ~~\$150.00~~ ~~\$132.00~~ per day and ~~\$165.00~~ ~~\$142.00~~ per day for substituting special education classrooms (BI, DI, ABLE, CIP, ~~MHOH~~, Resource rooms) and will be prorated as appropriate.

<b>Article VI – Salary and Benefits; Section 9 – Miscellaneous Hourly Rates for Certificated Employees</b>	<b>P.160</b>
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- A. Certificated Supplemental Rate ~~Extra-curricular~~ \$ 28.00 ~~27.00~~ per hour
- B. Summer school programs \$ 32.00 ~~31.52~~ per hour
- C. Moving (involuntary transfer) \$ 28.00 ~~27.00~~ per hour
- D. After school supervision \$ 19.00 ~~18.90~~ per hour
- E. Ed services presenter (Outside of workday) \$ 40.00 ~~36.87~~ per hour
- F. Ed services presenter (during workday) \$ 28.00 ~~27.00~~ per hour
- G. Ed services program development (outside workday) \$ 28.00 ~~27.00~~ per hour
- H. Ed services Hourly Rate (outside workday) \$ 28.00 ~~26.00~~ per hour

J. Certificated hourly employees who teach content curriculum during Summer Camps or Summer School shall be paid at summer school rate noted above.

~~K. District employees who are paid at an hourly rate other than those rates listed above, perform such voluntary functions at a rate seventy percent (70%) of the extra-curricular hourly rate. Such pay shall be for activities which:~~

- ~~1. Involve the direct supervision of students;~~
- ~~2. Is after normal school hours;~~
- ~~3. Is not one of the tasks normally associated with the employee’s regular responsibilities;~~

~~and~~

- ~~4. Is not a task for which the staff member is already receiving pay through either basic or supplemental contract.~~

<b>Article VI – Salary and Benefits; Section 10 – <u>Enrichment Hours for Case Management</u></b>	<b>P.160</b>
<b><u>Additional TRI Hours for Nurses and Elementary Counselors</u></b>	

A. Special Education Case Management Support



1. Special education teachers in CIP, AM/PM Preschool, HeadStart/Cape, Designed Instruction, ABLE, BI, Secondary Transitions, and Teachers of the Visually Impaired and Deaf and Hard of Hearing programs will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
2. Special education Resource Room teachers will be provided with up to twenty (20) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
3. The following is a list of case management responsibilities of all Special Education teachers:
  - i. Schedule IEP meetings at least two (2) weeks prior to the annual IEP due date to minimize the possibility of lapsed IEPs. The IEP meeting will be conducted before the IEP due date.
  - ii. Facilitate the IEP meetings unless other arrangements have been made through the appropriate special education staff. The case manager must attend even if not chairing the meetings.
  - iii. Return completed IEPs to the Special Education Department. The completed IEPs must be received in the Special Education Department within two (2) full working days after the annual IEP meeting is held in order to ensure funding from the state.
  - iv. Monthly, review student lists in the online IEP system to ensure all students listed are in attendance and receiving special education services. Data changes must be entered into the online IEP system within five (5) working days of teacher review.

#### B. ESA Case Management Support:

1. School psychologist will be provided with up to twenty (20) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
2. SLPs who hold the WA State Department of Health License and provide it to the district will be provided with up to twenty-five (25) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs. SLPs who do not hold the WA State Department of Health License will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
3. OTs, PTs, and BCBA's will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
4. Nurses will be provided with not less than thirty (30) enrichment hours and up to a total of forty-eight (48) enrichment hours if the supervisor deems necessary to certificated nurses to develop life threatening health and medication plans. ~~Not less than thirty (30) enrichment hours, and up to a total of forty-eight (48) enrichment hours will be provided if the supervisor deems necessary to certificated nurses to develop life threatening health and medication plans.~~
5. Elementary Counselors will be provided up to twenty (20) hours of pay at per diem rate to facilitate MTSS meetings, Child Study Teams, attending MDTs, case management for 504, etc.

6. Secondary Counselors will be provided up to fifteen (15) hours of pay at per diem rate to facilitate MTSS meetings, Child Study Teams, attending MDTs, case management for 504, etc. ~~Up to fifteen (15) enrichment hours will be provided for counselors to facilitate Child Study Teams, attending MDTs, case management for 504, etc.~~

**Article VI – Salary and Benefits; Section 12 – Enrichment Activities** **P.162**

A. Enrichment Activity

Before School Starts	<ul style="list-style-type: none"> <li>• 14 hours of District directed hours prior to the first day of school</li> <li>• 7 hours of employee directed time for preparing for the opening of school</li> </ul>	21 hours
Fall Professional Learning Improvement Day	District directed hours. Employees unable to attend the designated trainings shall work with their supervisor to make up the hours. Dates are identified as Professional Learning Improvement Days on the approved District calendar.  <u>For NEWTech Skill Center, these days are referenced in the Skill Center section of the CBA</u>	7 hours
Winter/Spring Professional Learning Improvement Day		7 hours
Elementary Conferences	<ol style="list-style-type: none"> <li>1. Launch Conferences (3 hours)</li> <li>2. Progress Conferences (3 hours)</li> </ol> <p style="text-align: center;">See Parent/Teacher conferences section. Article III, Section 5</p>	7 <del>6</del> hours
Secondary Conferences <u>/Transition Events</u>	<ol style="list-style-type: none"> <li>1. <u>Launch Conferences (3 hours)</u></li> </ol> <p style="text-align: center;">See Parent/Teacher conferences section. Article III, Section 5</p> <ol style="list-style-type: none"> <li>2. <u>Secondary Transition Events (3 hours)</u></li> </ol> <p><u>This time at school buildings will be determined by the leadership team, in no less than one-hour increments. Time will be used to host key transition experiences that could include:</u></p> <ul style="list-style-type: none"> <li>• <u>Curriculum nights/showcases</u></li> <li>• <u>Sneak Peaks</u></li> <li>• <u>Move-Up Nights (8<sup>th</sup> and 5<sup>th</sup>)</u></li> </ul> <p><u>Every member of this agreement will participate in at least one building wide event inclusive of setup and take down time for the event.</u></p> <p><u>For NEWTech Skill Center, these days are referenced in the Skill Center section of the CBA.</u></p>	4 <del>6</del> hours
Secondary Department/Team Meetings	<p><del>This time at school buildings will be determined by the leadership team, in no less than one-hour increments</del></p> <p><del>This may include activities such as:</del></p> <ul style="list-style-type: none"> <li>• <del>Professional Learning Community (PLC) meetings with department/team members to collaborate on key questions: “What do we want students to learn? How will we know if students are learning? What will we do when students don’t learn or need acceleration?”</del></li> <li>• <del>Discussion of curriculum/program specific topics</del></li> <li>• <del>Data analysis</del></li> </ul>	3 hours

	<ul style="list-style-type: none"> <li>● <del>Intervention strategies</del></li> <li>● <del>Move-ups or Vertical Alignment</del></li> <li>● <del>Cross-content collaboration</del></li> <li>● <del>Department logistics related to student achievement</del></li> </ul>	
<p style="text-align: center;"><u>District Professional Development</u></p> <p style="text-align: center;">Building/Special Program Directed</p>	<p><u>This is for the purpose of District and State required professional development</u></p> <p>This time at school buildings will be determined by the leadership team, in no less than one-hour increments. Staff assigned to special programs (see Article I, Section 1, L) will be required to attend the hours with the special program, not the building site, unless the special program does not direct the time.</p>	9 5 hours
<p style="text-align: center;"><u>Monday Collaboration</u></p>	<p><u>Employees are paid for reporting fifteen (15) minutes prior to their normally scheduled workday on Mondays.</u></p>	<p><u>9 hours</u> (if less than 36 Mondays, 15 minute increments will go to DPD above)</p>
<p style="text-align: center;">Professional Enrichment Responsibility Time (PERT)</p>	<p>Certificated employees may complete up to <u>15 19</u> enrichment hours of PERT outside of workday.</p> <p>Professional Enrichment Responsibility Time (PERT) will recognize that certificated employees regularly participate in activities related to professional learning and opportunities to share expertise and input for school and District improvement outside of the workday.</p> <p><u>PERT shall be used for employees to attend or lead District or Building sponsored/approved PD course outside of the workday. The employee will determine which PD offerings they will attend.</u></p> <p><u>In addition to the district sponsored options, employees may take professional development opportunities that directly align to their job assignment and duties. For courses completed outside of SPS there will be a approval form linked on Performance Matters that certificated staff will be able to submit proposed PD for PERT eligibility and/or clock hours eligibility. Approved PD will then be published in the SPS-U catalog for others to see.</u></p> <p>Annually, certificated employees and their administrator will collaboratively develop a plan to complete Professional Enrichment Responsibility Time. In the event the employee and administrator cannot collaboratively agree on a plan for completion of PERT hours, the matter will be brought to Labor Management for resolution.</p> <p>When developing the collaborative PERT plan, the following shall be considered:</p> <p>Is the activity related to professional learning?</p> <p>~OR~</p>	<p><u>15 hours 19</u> hours</p>

	<p>Is the activity to share expertise and input for school and District improvement?  <del>*AND*</del>  Is it beyond basic duties outside of the regular work day?  Examples include but are not limited to:</p> <ul style="list-style-type: none"> <li>• <del>Summer institute or comparable classes/learning that is applicable to job</del></li> <li>• <del>Book studies outside contract day (with at least one other member)</del></li> <li>• <del>Webinars</del></li> <li>• <del>Employee meetings (department/team enrichment)</del></li> <li>• <del>Community and industry partnerships</del></li> <li>• <del>Committee/department meetings outside workday</del></li> <li>• <del>School events outside workday</del></li> <li>• <del>Trainings related to newly adopted curriculums</del></li> <li>• <del>Technology integration</del></li> <li>• <del>Restorative practices</del></li> <li>• <del>PBIS</del></li> <li>• <del>Participation on teams focused on improvement</del></li> <li>• <del>Data analysis</del></li> <li>• <del>Or other activities mutually agreed upon with an administrator</del></li> </ul> <p>Up to nine (9) hours the first year of implementation, and four (4) years thereafter, of PERT are eligible for secondary and elementary classroom teachers for the purpose of collaborating and preparing for the delivery of new 2019-2020 and 2020-2021 social emotional learning curriculum and college and career readiness activities related to the secondary advisory period as outlined in Article III, Section 14.</p>	
		<b>70 Hours</b>

C. Enrichment Activities Compensation

1. Enrichment activities (55 of the 70 hours) will be paid on a supplemental contract at the employee’s full rate of pay in equal monthly installments. Compensation for District Directed enrichment requires employee participation in the District Directed enrichment activity.

2. Enrichment for Professional Enrichment Responsibility Time (15 of the 70 hours) shall be paid as hours are completed. These hours must be submitted through the online PERT workflow system which automatically routes to the employee’s primary evaluator and on to HR and Payroll for payment. All PERT workflow submissions that arrive in the system on a PERT Exception Hours Claim Form. PERT Exception Hours Claim Forms should be submitted to the employee’s supervisor for signature prior to submitting the completed form to Human Resources on a monthly basis by the 10th of the month will in order to be paid within the pay period following the time worked. These hours do not accumulate from one year to the next.

4. Employees who do not attend district directed enrichment hours may work with their supervisor to make up the training and time, if practicable. Employees who do not make up the time will have the associated amount

of pay deducted from the employee's July paycheck or the employee's final paycheck if employment is terminated prior to the end of July.

- a. The ~~fifteen (15) nineteen (19)~~ hours of Professional Enrichment Responsibility Time (PERT) are not subject to the above provision as the hours are paid as completed.

<b>Article VI – Salary and Benefits; Section 13 – Stipends</b>
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<b>P.165</b>
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E. Testing Coordinator

1. A Testing Coordinator shall be designated at each site. At the Middle School Level, this shall be the librarian. Comprehensive High Schools will have up to two (2) at each site. One shall be the librarian as part of their job duties.

a. Elementary: In the event a school does not have a certificated staff member interested in serving as the Testing Coordinator, the site may offer the work to staff outside the certificated bargaining unit. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.

b. Middle School: The Librarian will act as the testing coordinator as part of their job description. For schools over 600 students, the librarian will receive a \$500 stipend for work that must be completed outside the workday. Secondary: Schools will offer testing coordinator positions to certificated and ESP staff at the same time. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.

c. Comprehensive High Schools: The Librarian will act as one of the two possible testing coordinators. The Librarian shall have the following options: If a comprehensive high school does not have two (2) certificated staff interested in serving as the Testing Coordinator, the school may have one (1) testing coordinator. In this instance, the testing coordinator will receive \$2000.00, the equivalent of two (2) stipends.

i. Receive a \$1000 stipend to complete work outside the workday or,

ii. Complete their testing coordinator work inside their workday and request an additional testing coordinator position be hired, and that person would then receive the \$1000 stipend to complete the additional work outside the workday.

d. Schools will offer testing coordinator positions to certificated and ESP staff at the same time. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.

e. In the event a school does not have a librarian, a testing coordinator will be hired and paid a \$1000 stipend.

2. The responsibility of the Testing Site Coordinator shall be to assist the Administration in organizing, preparing, training, and administering all District and State required tests.

~~3. The stipend for these positions shall be \$1000.00.~~

~~4. At the discretion of the principal, the stipend may be divided between two individuals.~~

**Article VIII – Duration and Signatory Provision;**

**P.177**

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2025 ~~2022~~. At any time that rules, negotiations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.

**MOU: 6<sup>th</sup> Grade Movement to Middle School**

**P.195**

STEP A: Middle School Staff

- Current 7th/8th grade teachers volunteer to move to open positions for which 7/8th subject area they are qualified to teach in the new school in their zone.
  - Zones shall be defined as the following:
    - Zone A: Chase MS, Sacajawea MS, New South MS
    - Zone B: Gary MS, Shaw MS, New Northeast MS
    - Zone C: Glover MS, Salk MS, New Northwest MS
  - Volunteers will be chosen based on seniority if there are more volunteers than positions
- If a school remains overstaffed, volunteers may go to cross zone school with open positions
  - Volunteers will be chosen based on seniority if more volunteers than positions
  - This only applies to employees at North Side Schools in 2022 and 2023. Employees at middle schools on the South Hill who want to move to a North Side MS will follow the voluntary transfer process in the contract.
  - This only applies to employees at South Hill Schools in 2023 and 2024. Employees at middle schools on the North Side who want to move to a South Hill MS will follow the voluntary transfer process in the contract.

**Elimination of MOUs**

The following MOUs have been removed because their work has been completed or their purpose has expired.

ADDENDUM H: Student Health Task Force MOU ..... P.194

ADDENDUM J: Inclusion MOU ..... P.198

ADDENDUM K: Library MOU ..... P.199

ADDENDUM L: Friday Collaboration MOU ..... P.200

ADDENDUM R: MOU on Benefits ..... P.208