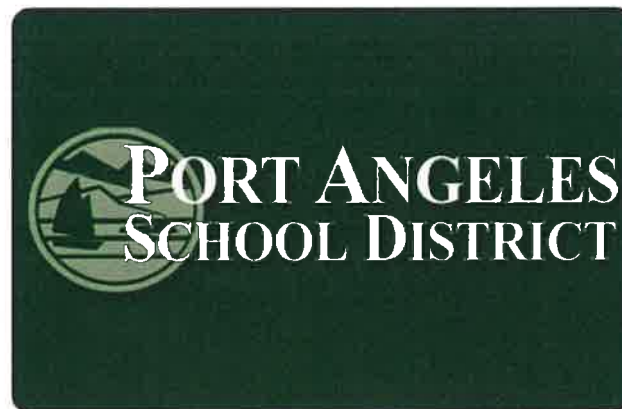


Collective Bargaining Agreement

Ratified by the



and the



Effective

September 1, 2026 – August 31, 2029

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE I: RECOGNITION	1
ARTICLE II: ASSOCIATION RIGHTS	1
Section 1 Use of Facilities, Equipment.....	1
Section 2 Access and Association Business.....	2
Section 3 Associated Release Time.....	2
Section 4 Orientation Program.....	2
Section 5 Representation Information.....	3
Section 6 Site Centered Decision Making.....	3
Section 7 Association Dues.....	3
Section 8 Association Exclusivity.....	4
Section 9 Maintenance of Membership/Agency Shop.....	4
3	
ARTICLE III: EMPLOYEE RIGHTS	4
Section 1 Non-Discrimination Clause.....	4
Section 2 Rights of Employees in a Bargaining Unit.....	5
Section 3 Right to Due Process.....	5
Section 4 Personnel Files.....	5
Section 5 Academic Freedom.....	6
Section 6 Breaks for Lactation	7
Section 7 Itinerant Staff	7
Section 8 Comfortable Learning and Work Space	8
Section 9 Drinking Water	8
Section 10 Administrative Hiring	8
ARTICLE IV: INSTRUCTION	8
Section 1 Work Station Visitation.....	8
Section 2 Employee Development and Training.....	9
Section 3 Beginning Employee Assistance Program.....	10
Section 4 Budget Purchase Orders.....	11
Section 5 Student Discipline.....	11
Section 6 Class Size.....	14
Section 7 Substitute Employees.....	18
Section 8 Late Start and Non Student Instruction Days.....	18
Section 9 Traditional Calendar.....	19
Section 10 Special Education	20
Section 11 LAP/Title I/Learning Support Teachers	21

Section 12	Music Program	21
Section 13	Classroom Technology Monitoring	21
ARTICLE V: EMPLOYEE RESPONSIBILITIES		21
Section 1	Length of Workday.....	21
Section 2	Lesson Preparation and Other Functions of the Profession.....	22
Section 3	Assignment of Regular Employees as Substitutes.....	23
Section 4	Service on Behalf of the Principal.....	23
Section 5	Facilities Construction.....	23
Section 6	Special Education Committee.....	23
Section 7	Safety Committee.....	23
Section 8	School Counselors	24
Section 9	School Nurses	24
Section 10	Teachers on Special Assignment (TOSAs) Positions	25
ARTICLE VI: LEAVES		27
Section 1	Sick Leaves.....	27
Section 2	Discretionary Leave	27
Section 3	Bereavement and Family Illness Leave.....	28
Section 4	Disability Leave (Including Maternity Leave).....	28
Section 5	Military Leave.....	28
Section 6	Court Directed Leaves.....	28
Section 7	Association Leave.....	29
Section 8	Professional Conferences and Meetings.....	29
Section 9	Unpaid Leave of Absence.....	30
Section 10	Sick Leave Cash Out.....	31
Section 11	Adoption Leave.....	31
Section 12	Leave Sharing.....	31
Section 13	Association Officer Leave	32
Section 14	Family and Medical Leave Act (FMLA)	32
Section 15	Paid Family and Medical Leave (PFML)	33
Section 16	Job Related Injuries	33
Section 17	Assault Leave	34
ARTICLE VII: TRANSFERS AND REASSIGNMENTS		34
Section 1	Publication.....	34
Section 2	Reassignment.....	35
Section 3	Involuntary Transfer.....	35
Section 4	Reassignment Due to Building Closure.....	36
ARTICLE VIII: CLASSROOM TEACHER EVALUATION		36
Section 1	Introduction.....	37

Section 2	Definitions	37
Section 3	State Criteria, Framework, and Scoring.....	38
Section 4	Applicability & Transition Plan.....	39
Section 5	Professional Development	39
Section 6	Procedural Components of Evaluation	39
Section 7	Comprehensive Evaluation	41
Section 8	Focused Evaluation	42
Section 9	Student Growth Rubrics	42
Section 10	Support for Basic and Unsatisfactory Employees.....	43
Section 11	Additional Support for Provisional Employees	43
Section 12	Probation for Non-Provisional Continuing Contract Employees.....	43
Section 13	Evaluation Results.....	45
Section 14	Probation (except provisional employees).....	46
Section 15	Evaluation Criteria – Support Personnel.....	47
ARTICLE IX: REDUCTION IN FORCE		49
Section 1	Procedures.....	49
ARTICLE X: ECONOMIC PROVISION		52
Section 1	General Provisions – All Employees.....	52
Section 2	Insurance Benefits.....	52
Section 3	Salary Payment Method.....	52
Section 4	Individual Contracts.....	53
Section 5	Supplemental Contracts.....	55
Section 6	Curriculum Contracts.....	56
Section 7	Curriculum Committee Member Selection.....	57
Section 8	Travel.....	57
Section 9	Payroll Deductions.....	57
Section 10	Optional Days	57
Section 11	Classroom Supplies	58
ARTICLE XI: GRIEVANCE PROCEDURE		58
ARTICLE XII: SCOPE OF AGREEMENT		60
Section 1	Savings Clause.....	60
Section 2	Distribution of Agreement.....	60
Section 3	Agreement Administration.....	60
Section 4	Scope of Agreement.....	60
Section 5	Management Rights.....	61
Section 6	Contract Compliance.....	61
Section 7	Supplemental Agreement.....	61
ARTICLE XIII: DURATION CLAUSE		62

APPENDICES

Certificated Salary Schedule (2026-2027)	63
Certificated Employees Index	66
Supplemental Activity Index	67
Regulations Pertaining to Salary Schedule	68
Certificated Employee's Continuing Contract.....	69
Certificated Employee's Provisional Contract.....	71
Certificated Employee's Non-Continuing Contract.....	72
Certificated Employment Contract for Retired Employee.....	73
Supplemental Contract (Collaborative Days 2026-2027)	74
Building Technology Mentor Stipend Verification	75
Port Angeles Education Association Member Dues Check Off	76
Request for Reassignment	77
Request for Curriculum Development Days Activities	78
Form F – Formal Classroom Observation Preconference Form	79
Form J – Individual Focused Criterion Selection	81
Form K – Individual Professional Development Log of Activities	82
Interview Protocol for a Post Conference	83
Non-Administrative Certificated Employee Appraisal Report	84
Reimbursement Request for 2026-2027 Unused Discretionary Days	86
Optional Days Timesheet	87
MOU – Sixth Grade Reconfiguration – Hurricane Ridge Middle School	88
MOU – Committee to Address Workload Caused by Class Size and Number of Preps at PAHS	90
MOU – Committee to Address Increasing Number of Students with Special Needs ..	91

PREAMBLE

This agreement represents the sole agreement by and between the Port Angeles School District No. 121 (the Board of Directors or its lawfully delegated representative(s)), hereinafter referred to as the “Employer” and the Port Angeles Education Association, hereinafter referred to as the “Association.” The Port Angeles Education Association is affiliated with the Washington Education Association and the National Education Association. Both parties agree to review and manage this contract on an ongoing basis in a collaborative manner.

ARTICLE 1 – RECOGNITION

Pursuant to Chapter 288, Laws of 1975, the employer hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated employees under contract, on leave, or regularly employed during the life of this agreement except those whose positions include responsibilities which are 50% or more supervisory and/or administrative.

The term “Employee” and “Educational Employee” shall mean employees represented by the Association in the bargaining unit as defined above.

Substitutes who work more than thirty (30) cumulative days in the current school year shall become members of the bargaining unit, provided that, the only sections that apply to these employees are the substitute daily rate of pay of 0.002949 of the BA-0 base salary and Association Dues, Article II, Section 7, and Maintenance of Membership, Article II, Section 9. Substitutes who work more than twenty (20) consecutive days in the current school year shall become members of the bargaining unit. Such employees shall be paid the daily rate of pay that is reflected by their proper placement on the salary schedule after the fifteenth (15th) consecutive day in that assignment, and for as long as they continue in that assignment on a daily basis. The only other sections that apply to those employees are the Association Dues, Article II, Section 7, the Maintenance of Membership, Article II, Section 9, and Assignment as Substitute, Article V, Section 3.

Substitutes who are replacement employees who are hired under written contracts pursuant to RCW 28A.405.900 shall be covered by all sections of this contract except:

1. Article VII – Assignment
2. Article IX – RIF

Substitutes shall have no rights to continued employment in the District.

ARTICLE II – ASSOCIATION RIGHTS

ARTICLE II, SECTION 1: USE OF FACILITIES. EQUIPMENT

Inter-school mail facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such use is approved by the building administrator. The Association representative shall check with the building administrator to assure there is no conflict because of the previously scheduled meeting. The

Association agrees upon request to reimburse the District for any extra direct costs resulting from Association use of District facilities.

The Association will make every reasonable effort to schedule its district-level meetings on the second Tuesday of each month during the school year. The District will make every reasonable effort to avoid scheduling district-level meetings or trainings that extend beyond the contractual workday on those dates. PAEA members may flex up to the last thirty (30) minutes of their contractual workday for the purpose of attending these district-level Association meetings. PAEA members may leave their building to attend these meetings only after students have been released for the day.

Each building representative will typically schedule a building level PAEA monthly meeting following the second Tuesday of the month. PAEA Building Representatives will communicate when these will take place with the building principal so that principals can try to avoid scheduling meetings or training that could possibly extend past the contractual school day at these locations. These meetings are to be scheduled after the contractual day.

The Association may use school equipment including copiers, computers and other duplicating equipment normally available to employees after school hours, provided that such equipment shall not be removed from school property. The Association recognizes that all equipment in a building is ultimately the responsibility of the school principal and that: (a) The use is strictly to service the legitimate business of the local Association such as records, notices, correspondence, etc., (b) the purpose is for internal business use of the Association and is not for public distribution, (c) supplies, in connection with such equipment use, will be furnished or paid for by the Association.

The Association may post notices of activities and matters of Association concern on designated bulletin boards in faculty lounges so long as such communications are labeled as Association materials and contain the name of the authorizing Association official.

District facilities and equipment shall not be utilized for strike actions, slow-downs, or picket meetings.

The Association shall be responsible for damage and liability resulting from the Association's use of facilities and equipment.

ARTICLE II, SECTION 2: ACCESS AND ASSOCIATION BUSINESS

Duly authorized representatives of the Association shall be permitted to transact official business on school property at all reasonable times, provided that it does not interfere with or interrupt or affect normal school operations or assigned duties. During the workday, non-employee Association representatives should report to the building principal or designee prior to contacting members in individual buildings.

ARTICLE II, SECTION 3: ASSOCIATION RELEASE TIME

Whenever Association representatives are mutually scheduled with the employer's representatives to participate in negotiations or grievance hearings or other matters pertaining to the administration of this Agreement during working hours, said representative shall suffer no loss of pay.

ARTICLE II, SECTION 4: ORIENTATION PROGRAM

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

ARTICLE II, SECTION 5: REPRESENTATION INFORMATION

The employer shall furnish such information required to fulfill its obligation to bargain in good faith with employees and to handle grievances, provided that such information does not include items that may be privileged unless otherwise authorized by the Superintendent and Port Angeles Education Association President.

In addition, by September 10, or within five (5) days of hire for bargaining unit employees hired after September 1 of every year, and every month thereafter, the District will provide an electronic roster of all bargaining unit employees in the district in an excel format to the designee at the WEA Olympic UniServ Council Office and the PAEA President. In order for the union to best assess which employees may be a part of the bargaining unit and access those that are members of the bargaining unit covered by the Association as the exclusive bargaining representative, is entitled to the following information: employee full legal name (first, last, and middle), home address, work email, personal email, cellular phone number, home phone number, job title/position, work location, current assignment including FTE, salary, and date of hire. Such list will include the names of all bargaining unit members regardless of their membership status with the Association.

ARTICLE II, SECTION 6: SITE CENTERED DECISION MAKING

The District and the Association support the concept of site centered decision making. Any waiver of the terms of this agreement must have the approval of the Port Angeles Education Association President and the District. Any site team desiring to apply for a variance from one or more sections of the negotiated agreement will submit to the District and Association negotiation team, a written summary of the key elements of the request. The negotiation team may then advise the site team to pursue formal application of the request, including the submittal of a "Site Team Charter". The formal request for variance must acknowledge, through individual signature, agreement of those PAEA members affected. The formal proposal (Site Team Charter) will then be submitted to the District and Association negotiation team for final review and consideration of disposition. The administrative members of the team may recommend review of the proposal by the School Board, prior to final approval. Approved variances must be resubmitted annually.

ARTICLE II, SECTION 7: ASSOCIATION DUES

The District agrees to deduct any Association dues from the wages of employees who voluntarily request in writing their deduction when filed with the District. The written request will be honored in accordance with its

terms. Any requested change in the amount to be deducted will require at least thirty (30) days written notice to the payroll department.

The Association agrees to refund to the District the amount paid to it in error on account of the check-off provision.

ARTICLE II. SECTION 8: ASSOCIATION EXCLUSIVITY

Throughout this Agreement certain rights and functions are accorded and ascribed to the Association as the legal bargaining representative for all employees covered under this Agreement.

ARTICLE II. SECTION 9: MAINTENANCE OF MEMBERSHIP/AGENCY SHOP

Each employee subject to this Agreement shall have and shall be protected in the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and protection or institution of grievance proceedings under this Agreement without fear of penalty or reprisal. The District shall deduct dues as designated by the Association from the pay of any employee who authorizes such deductions in writing pursuant to RCW 41.56.110. Such authorization, once filed, shall be a continuous authorization for the District to deduct Association dues in accordance with the unified dues structure of the Association. A notice of authorization may be revoked only by the process listed on the membership form.

All of the dues shall be deducted from the employee's pay check in twelve monthly installments beginning with the month of first employment. Employees working less than a full year shall have dues deducted only for the months of actual employment. The monthly deduction shall be in an amount equal to 1/12 of the total annual dues. The amount of the annual dues shall be submitted to the District by the Association in writing on or before August 31 of each school year. A list of the employees who are subject to dues deduction shall be supplied to the Association by the District prior to October 30 of each year and each month thereafter during the school year.

The Association shall indemnify and hold the Board harmless from any claim filed by any employee regarding any of the provisions of this section. The Association shall reimburse the District for any damages or attorney fees incurred by them as a result of any claim made by any employee as a result of this section.

ARTICLE III – EMPLOYEE RIGHTS

ARTICLE III. SECTION 1: NON-DISCRIMINATION CLAUSE

Port Angeles School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth programs. Additionally, there will be no discrimination with respect to employment of any person because of such person's age, sex, race, creed, religion, color, national origin, sexual orientation, including gender expression or identity, marital status, honorably-discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

The District shall not interfere with, restrain, coerce or prevent any employee from exercising their legal right to organize, join or support the Association.

Both the Association and the Employer agree they will not discriminate against any employee because of membership or non-membership in the Association.

ARTICLE III, SECTION 2: RIGHTS OF EMPLOYEES IN BARGAINING UNIT

The Employer shall not interfere with, restrain, coerce or prevent any employee from exercising their legal right to organize, join or support the Association.

Both the Association and the Employer agree they will not discriminate against any employee because of membership or non-membership in the Association.

ARTICLE III, SECTION 3: RIGHT TO DUE PROCESS

- A. No employee shall be disciplined by oral warnings or written reprimands without just cause. Prior to making a decision as to any discipline, the District will give the employee an opportunity to give their explanation of the alleged charges. The employee will be given notice of the alleged charges prior to such meeting. Upon request of the employee, the District shall allow the employee to have an Association representative at such meeting.
- B. The non-renewal, discharge, or adverse action affecting contract status of certificated personnel will be governed by the statutory provisions and shall not be governed by this section.

ARTICLE III, SECTION 4: PERSONNEL FILES

The Employer is obliged to and responsible for maintaining an employment file for all employees. The Employer will maintain only one central personnel file for each employee located in the personnel office of the Central Service Building.

A personnel file will contain transcripts from colleges or universities, information allowed by statute, a record of previous employment, evaluations, professional assessment instruments, and letters of recommendation. All other material in the personnel file must be related to the employee's work, position, salary, or employment status in the district.

The personnel file may not be examined by unauthorized persons. Those people who may examine a personnel file are the personnel specialist, Superintendent, Director of Human Resources, the Board of Directors and any person authorized by valid Court Order. Building principals or immediate supervisors (as per job description) may examine the files of persons employed in their buildings as well as those requesting employment in their building. All other persons must have the written permission of the individual whose file is requested for examination.

It shall be the intent that the Director of Human Resources reviews all files every three years for the purpose of removing outdated materials.

Any employee has the right to examine and/or have copies made (at employee's expense) of their personnel file during regular business hours. Inasmuch as one of the following must be present when a file is viewed by an employee: the personnel specialist, Director of Human Resources, the Superintendent and other persons requested by the employee, it is highly recommended that an appointment be requested so that the proper authority will be present for assistance and interpretations when the file is examined.

The building Principal, Immediate Supervisor (as per job description), Superintendent, or Director of Human Resources are responsible for placing material in the personnel file within ten days of receipt or origination of said material. All materials placed in one's file will be dated and signed. When material is critical of an employee, the person responsible for placing this material in one's file must forward the employee a copy. Any critical material not shown to the employee within ten days after placement in the file shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. Any non-evaluation critical material that is sent to the employee will clearly indicate if it is being sent to the personnel file.

The employee has the right to submit a written statement of rebuttal to any material in their personnel file and have the written rebuttal placed within the file.

School District No. 121 personnel having access to personnel files shall respect and observe the importance of the personnel files. The utmost personal and professional responsibility is required in the uses to which they put their special knowledge regarding employees.

The building principal may maintain an evaluation file in the employee's building. Such file may contain evaluation materials from the current year. This file may also contain copies of the employee's evaluation from the previous year. This file can be inspected by the employee and will be purged of any materials not forwarded to the employee's personnel file at the end of each year.

ARTICLE III, SECTION 5: ACADEMIC FREEDOM

Academic freedom is the right of a teacher to facilitate respectful discussion of relevant and controversial topics in the classroom.

The District recognizes that this right exists for its employees subject to accepted standards of professional responsibility. These responsibilities are defined as: a concern for the rights, welfare, growth, and development of children; an insistence upon objective scholarship; recognition of the maturity level of students; and conformity with District prescribed courses of study. Employees may refer concerns or challenges to instructional materials through the established Instructional Materials Committee process.

Teachers shall teach the District-adopted core curriculum as their primary instructional resource, and align instruction to prescribed courses of study, standards, and learning objectives.

Teachers shall implement the district-adopted curriculum while exercising professional judgment to meet the instructional needs of their students. Recommended pacing guides shall serve as instructional frameworks and may be adjusted as appropriate based on formative assessment, student progress, and learning needs, provided essential curriculum expectations are met. Teachers may use supplemental instructional materials and resources that support and enhance the adopted curriculum and align with state standards and district expectations. The district shall provide the materials necessary to implement the adopted curriculum. If required

materials are unavailable, teachers may use comparable instructional resources until such materials are provided.

ARTICLE III, SECTION 6: BREAKS FOR LACTATION/EXPRESSION OF MILK

The District shall provide reasonable break time and a specific location for employees to express breast milk for two years after a child's birth, each time the employee has need to express the milk. The location provided shall be private, and seating will be provided, along with adequate light, a sink with running water, and a working electrical outlet. The location will not be a bathroom unless the bathroom can be modified to meet the aforementioned criteria and the employee agrees it is appropriate, without repercussion if they do not. The district shall work with the employee to identify a convenient location and work schedule to accommodate their needs.

ARTICLE III, SECTION 7: ITINERANT STAFF

The District will try to avoid assignments split between two school buildings for all employees. The District shall attempt to minimize assignments in which teachers travel from one work site to another within the same workday.

The District recognizes the need for itinerant staff to have appropriate workspace in the buildings. Appropriate workspace means space that ensures privacy, minimizes disruptions, and is balanced with the need to protect staff.

Itinerant staff shall have access to the following:

- Confidential phone and voicemail access
- Dedicated lockable storage space accessible to each itinerant staff person at a designated home site.
- Computer with networks and secure printer access.
- Consistent space to work with students throughout the school year.
- A designated space where instructional materials that are specific for students at that location can be kept.
- A secure location for a few personal items (purse, keys, etc.) at each site, which can be kept secure while the staff member is not in the space.

The following process is recommended for use at the building level to attempt to ensure that the above needs are addressed:

- Prior to the first day of school the itinerant staff assigned to the building, e.g., SLPs, psychologists, OT/PTs, music teachers, and nurses will meet with the principal/designee to identify itinerant workspace /equipment needs as described above for the ensuing year.
- Prior to the first day of school the building principal will meet with any itinerant employees assigned to their building to review their schedule
- Critical Updates: Each principal/designee will ensure that itinerant staff who are not able to attend building level meetings or activities because of their other work location commitments, still receive building updates through another form of communication.

- In order to fulfill professional responsibilities, itinerant staff will be provided transition time in addition to actual travel time when travelling between buildings. Planning time for itinerant staff shall be exclusive of transition time and travel time.

ARTICLE III, SECTION 8: COMFORTABLE LEARNING AND WORK SPACE

The District shall ensure that each classroom, workspace, and building has the ability to maintain a temperature no lower than 65 degrees Fahrenheit. If at the beginning of the contractual workday an employee discovers their workspace is lower than 65 degrees Fahrenheit, they should immediately report it to their building administrator. If the appropriate temperature cannot be restored within two (2) hours from the report, then the District will relocate students and staff in another room, make other appropriate arrangements, or dismiss them for the day.

All portable classrooms that do not have air conditioning shall be provided a portable air conditioning unit, if allowable, upon request from the employee. If a portable air conditioner cannot be properly installed in a portable classroom, the employee may request a meeting with their supervisor to discuss feasible cooling alternatives.

ARTICLE III, SECTION 9: DRINKING WATER

The District will comply with all applicable state and federal laws regarding drinking water safety and access.

Schools shall provide access to potable drinking water consistent with health and safety regulations. In the event that water systems are temporarily unavailable or deemed unsafe, the District will take reasonable steps to provide an alternative supply of potable water or relocate affected students and staff as appropriate.

ARTICLE III, SECTION 10: ADMINISTRATIVE HIRING

The District values staff input and will invite certificated employees when applicable to participate in hiring processes for supervisory positions, including providing feedback on selection criteria and serving on interview teams.

Such participation is advisory only. The District retains sole authority and responsibility for all hiring decisions.

When staff are invited to participate during the workday, release time will be provided. The District will consider staff input and may provide general feedback to participants or internal applicants upon request, consistent with confidentiality requirements.

The District will make reasonable efforts to notify staff of opportunities to participate, including during summer months

ARTICLE IV – INSTRUCTION

ARTICLE IV, SECTION 1: WORK STATION VISITATION

Parents and patrons of the District are and shall be welcome to visit classroom work stations in the District.

In the interest of protecting students and the orderly educational process during regular school hours, all visitors shall report upon arrival to the building principal's office and whenever possible, arrangements should be made in advance with the employee. The employee shall be provided an opportunity to speak with the visitor before and after the classroom visitation, provided that if the patron fails to so meet with the employee, the District incurs no liability.

ARTICLE IV, SECTION 2: EMPLOYEE DEVELOPMENT AND TRAINING

It is recognized that an effective employee development program is necessary to provide continuing opportunities for the growth of employees. Therefore,

- A. The Association shall periodically survey employees to determine employee development needs.
- B. The Association shall advise the Employer in the development of a comprehensive staff development program that shall include:
 - 1. An emphasis upon needs expressed by the staff employee.
 - 2. An ongoing program embracing training, application and implementation in the course of work with students.
 - 3. An employee incentive that shall include both consideration for employee participation and a tangible investment by the employee.
- C. Procedures for Staff Development

In this process, consideration will be given to options for bringing greater focus to professional development vs. training, acknowledging the role of the committee in defining these options and limiting grants that require employee training, while also assuring for teacher choice/ autonomy. Consideration in this process will be given to the fact that employees are at varied points in their need for professional development/training.

The Staff Development Committee will review requests for staff development. Applicable requests will be sent to the Director of Curriculum, Instruction and Assessment who will present them to the Committee.

- 1. All requests will be reviewed by the Staff Development Committee and a recommendation will be made to the Director of Curriculum, Instruction and Assessment regarding disposition of requests. All requests that are denied will be accompanied by a written explanation.

Although no salary schedule placement will be allowed, the Staff Development Committee may recommend classes below 300 level.

- 2. The Staff Development Committee will review all brochures advertising courses before they are made available to the staff of any school. If class size is limited, it shall be stated in the brochure.
- 3. In order to guarantee equality of opportunity, no list of potential class participants shall be made prior to the date designated on the brochures. In order to guarantee class size and membership, a postdated

check in the amount of the cost of the course shall be paid at the Central Service Building (no phone calls allowed). On the day designated, a list shall be made on a first-come first-serve basis. If necessary, a waiting list will be made, also on a first-come first-serve basis.

Applicants unable to attend class shall request the return of their check in writing.

ARTICLE IV, SECTION 3: BEGINNING EMPLOYEE ASSISTANCE PROGRAM

- A. The District will provide a mentoring program for all provisional employees new to the profession. The new employee will meet with a mentor monthly in the first year and quarterly in the second year and develop an individual plan to assist the new employee in their first years of employment. Individual plans are subject to the review and approval by the building principal/administrator.
- B. A supplemental contract shall be offered for the mentor employee position payable for such duties as are required by the District, consistent with the Superintendent of Public Instruction requirements, rules, and regulations. The District will make available a \$750 stipend to the mentor employee in the first year and a \$375 stipend in the second year.
- C. When a mentor employee is to be chosen by the District, the following procedure will be implemented:
 - 1. The mentor program will be voluntary. Interested employees will contact their building/program administrator by September 30, 2022.
 - 2. Qualifications are as follows:
 - (a) The applicant must be a full-time employee.
 - (b) The applicant must have a minimum of three (3) years full-time certificated experience, one full year of which must have been in-district experience.
 - (c) The applicant must hold a valid continuous certificate.
 - (d) The applicant must have only proficient/satisfactory evaluations on file.
 - (e) The applicant shall be assigned to the same grade level (K-6), department (7-12), or job classification (ex. Counselor, SLP) as the beginning employee whenever possible.
- D. Mentors must be approved by the building principal/administrator. If two (2) employees apply to be a mentor for the same new employee, the principal/administrator will determine which employee will be assigned.
- E. Mentor employee observations of the new employee shall not serve as the basis for evaluations pursuant to RCW 28A.67.065.
- F. Should any problems arise between the mentor employee and the beginning employee, the building principal/administrator will facilitate the resolution of these difficulties. Should the problems between the mentor employee and the beginning employee become un-resolvable, the principal/administrator shall request alternative arrangements. At any time in the process the mentor employee shall have the right to refuse the appointment or to end the involvement voluntarily. Compensation shall then be prorated to the time of

termination. Once the mentorship has been dissolved, it will not be reinstated during that school year.

- G. To the extent that state law allows use of mentor teacher funds to be paid for working with more than one beginning employee, the District agrees to try to maximize the number of employees covered by the mentor employee program.
- H. Employees new to the district will receive the equivalency of three (3) days of professional, at per diem rate, in support of their transition to the district. Two (2) of the three (3) days will occur in August (common schedule), with the equivalency of the third day divided across the year to support new employee transition to existing program work.
- I. It is agreed that all follow-up/scheduled training as directed by the District, beyond those identified in Item H of this section, for new staff will be optional and compensated.
- J. Employees new to the district will receive training for all programs that they will be required to use including but not limited to, Skyward (or equivalent), and Frontline.
- K. Upon agreement with the building administration and the teacher, release time may be granted for peer observation.
- L. Building administrators will work with employees new to the profession, in their first or second year of teaching experience, to acquire classroom materials.

ARTICLE IV, SECTION 4: BUDGET PURCHASE ORDERS

A copy of each purchase order drawing on building budgets will be available for examination to building staff members in the building for which the purchase order was issued.

ARTICLE IV, SECTION 5: STUDENT DISCIPLINE

By State law and regulation, teachers have the responsibility to maintain good order and discipline in their classroom and on school premises. It is the right and responsibility of the Board to adopt a student discipline policy. Consistent with such policy, the District will support employees – in coordination with administrators – in the application of reasonable disciplinary measures to maintain order and discipline and to protect the safety and well-being of pupils and employees. The highest consideration is given to the judgment of qualified certificated educators regarding conditions necessary to maintain the optimum learning atmosphere. (RCW 28A.600.020(1))

In the exercise of their authority to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and not inconsistent with federal and state laws and regulations.

The District acknowledges the employee's right to recommend suspension or expulsion in cases of misconduct or insubordination, and the right to consult with the administration to be informed with regard to the disposition of a disciplinary matter, provided that, such rights are limited by duties imposed by due process requirements of state law and discipline policy of the District.

Each building will implement a plan for communicating relevant student information to certificated staff, particularly as it relates to student and staff safety consistent with District Policy #3207.

Classroom Exclusion

“Classroom exclusion” means the exclusion of a student from a classroom or instructional or activity area for behavioral violations, subject to the requirements of WAC 392-400-330 and 392-400-335. Classroom exclusion does not include action that results in missed instruction for a brief duration when:

1. A teacher or other school personnel attempts “other forms of discipline” to support the student in meeting behavioral expectations; and
2. The student remains under the supervision of the teacher or other school personnel during such brief duration.

Classroom Exclusions

- A. After attempting at least one other alternative forms of corrective action (WAC 392-400-015) that aligns with published classroom expectations, District procedure 3241P, OSPI’s 2020 Behavior Menu of Best Practices and Strategies, or any other form of corrective action compliant with WAC 392-400-025(9), teachers have statutory authority to impose classroom exclusion. Other forms of corrective action are not required to be attempted prior to a classroom exclusion when a student’s on-going behavior poses an immediate and continuing danger to others.
- B. Classroom exclusion may be for all or any portion of the balance of the school day or up to the following two school days or until the principal or designee and teacher have conferred, whichever occurs first (RCW 28A.600.020(2), WAC 392-400-330).
- C. Classroom exclusion cannot result in the denial or delay of the student’s nutritionally adequate meal or prevent a student from accomplishing a specific academic grade, subject, or graduation requirements.
- D. The teacher will provide the student an opportunity to make up any assignments and tests missed during a classroom exclusion.
- E. Following the classroom exclusion of a student, the teacher or other school personnel must complete the required report about the classroom exclusion, including the behavioral violation that led to the classroom exclusion, and provide it to the principal or the principal’s designee as soon as reasonably possible.
- F. The teacher, principal, or the principal’s designee must notify the student’s parents regarding the classroom exclusion as soon as reasonably possible.
- G. When the teacher administers a classroom exclusion because the student’s statements or behavior pose an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process, the teacher or other school personnel must immediately notify the principal or the principal’s designee.

Communication Plan following Classroom Exclusion

1. Principal or principal designee will communicate, either in person or by phone, with the teacher to discuss the student’s return to class.
2. The principal or principal designee and the teacher, or staff member, who administered the classroom exclusion will meet at a mutually agreed upon time, to discuss the classroom exclusion and the actions taken by the principal or principal designee in response, and what actions should be taken by the teacher or staff member should the action for

which the classroom exclusion was initiated reoccur.

- a. If there are multiple classroom exclusions administered for the same student by the teacher or staff member in one day, then only one conference will be required to discuss the classroom exclusion and said student.
- b. If multiple students are administered a classroom exclusion at the same time, then only one conference will be required to discuss the classroom exclusions and said students.

Notification of Extreme and/or Violent Student Behavior History:

Recognizing the importance of employee notification regarding a student's history of extreme and/or unsafe behaviors, the following will be shared with employees at the beginning of the year or once the student has been assigned to the employee's classroom/caseload.

1. IEPs, 504s, Behavior Intervention Plans
2. Current Safety/Support Plans
3. Notification of Registered Sex Offender Status.

Safety/Support Plans

1. If established through an IEP, 504, FBA, or due to Registered Sex Offender status, a safety plan is determined by the appropriate school team to be necessary to increase safety at school, a safety/support plan will be created and shared with the employee working with the student.
2. A teacher or staff member may request a meeting of the appropriate school team to discuss the need for the creation and implementation of a student safety/support plan. Administration commits that such requests will be addressed promptly, and will collaborate with the impacted teachers to provide support for teachers working directly with students demonstrating a history of violent and/or assaultive behaviors.

Unsafe Student Behavior and Employee Support

The District recognizes that maintaining a safe learning and working environment is essential to student success and employee well-being. Unsafe student behavior directed toward employees or other students shall be taken seriously. The District is committed to responding promptly and collaboratively to incidents of unsafe student behavior while balancing the educational needs of the student and the safety of the school community.

When a student's unsafe behavior significantly disrupts the learning environment or presents a safety concern, the District will collaborate with the employee to determine appropriate interventions and supports. Depending on the circumstances of the individual student and incident, the District may implement one or more of the following:

- a. Instructional assistance through behavioral coaching, intervention strategies, classroom management support, or other evidence-based practices.
- b. For students receiving special education services, convene the IEP team to review and consider appropriate behavioral and programmatic supports.
- c. Referral to the school's Multi-Tiered System of Supports (MTSS) team or other problem-solving team to review data, identify interventions, and monitor progress.

d. Temporary removal of the student from the employee's classroom when necessary to restore safety or allow for appropriate intervention, consistent with applicable law, District policy, and the student's educational rights.

The District will consider the individual circumstances of each situation when determining the appropriate interventions and supports. Additional strategies not identified in this section may also be implemented, as appropriate, to maintain a safe learning environment and support student success.

ARTICLE IV, SECTION 6: CLASS SIZE/CASELOAD

The District will provide instructional assistant time, or teacher stipends at the District's option, if the following class sizes* are exceeded:

Class Size Guideline

Seaview K-5	35 students (Headcount/Elementary Platform)
Seaview 6-12	45 students (Headcount/Secondary Platform)

The following student guidelines shall be in effect for a classroom teacher:

Transition to Kindergarten (TK)	16 students
Grades K-1	21 students
Grades 2-3	24 students
Grades 4-5	27 students
Grade 6	27 students (while at the elementary school)
Grades 6-8	160 students (including advisory)
Grades 9-12	160 students (including advisory)

Split grade level classes will be 85% of the guidelines above (excluding Seaview). If the split grade class crosses the grade bands above, the class will be 85% of the larger number. No teachers new to the profession will involuntarily assigned to a split grade level class.

Students shall be counted if in the class a majority of the day.

The guidelines for PE classes shall be 42 students per class. Fitness Walking classes may have a maximum of fifty (50) students per class for the first semester of 2026 only, after which it drops to the standard PE maximum of 42.

The guidelines for music classes at the elementary level will correspond to class size at each grade level. At the secondary level, the maximum number of students will be 210 per day.

Before impacting any teacher with students which would exceed the above numbers for each classroom teacher, the building administration shall first consider adjusting classes and class schedules for balance, or hiring a teacher if the District has not yet reached funded levels.

For each one full FTE student which exceeds the above numbers, the District will provide 55 minutes of instructional assistant time per day, or \$15 per student day**. The teacher shall make a recommendation as to the preferred option. Class sizes shall be measured, by actual head count, no later than September 15 and on the fifteenth (15) calendar day of the second semester (or first (1) working day thereafter) at the secondary level. The District will have ten (10) working days to lower the class size before the above other options will become available. It is understood that compensation shall be retroactive to the first day of the overload.

The building administrator shall consider the balance of IEP students between individual classes when assigning such students, except in “blended” classes. Any teacher who believes their class has not been “balanced” shall ask their building school centered decision-making team to review the possibility of changes to their class makeup pursuant to Article II, Section 6 above.

Student teaching assistants are not included in class size.

*These numbers are contingent on the District receiving full State funding at no less than 49.0:1000 at K-3 and 46:1000 at 4-12 and on the District receiving two levy collections in the school year.

**At the Middle School and High School, teachers will be provided \$3.00 (M.S.) or \$3.00 (H.S) per student day for each student which exceeds the above numbers but the instructional assistant time option will not occur until the class size numbers are exceeded by full FTE students. At the elementary level, music teachers will be compensated \$3.00 per student per day.

Transition to Kindergarten

Paraprofessional Support: The District shall provide 7.5 hours of instructional paraprofessional time for each TK teacher, as required per OSPI guidelines. This paraprofessional time is exclusive of any additional time that may be requested/required based on other requirements of the CBA including class size overload.

Special Education Staffing

When maximums are exceeded for special education classes, the remedy will be the same as outlined above.

Remote Sessions or Evaluations

If a student requires sessions or evaluations with a remote/virtual contracted ESA, employees will not be the primary person responsible for supervising or facilitating the remote session with the student.

Special Education Preschool

The caseload for a special education preschool will be ten (10) students per session per full time equivalent teacher. Class averaging per session shall be approved by the preschool teacher in collaboration with the Principal.

Resource 1 Classroom

The maximum caseload shall be thirty (30) students with IEPs in the resource rooms of elementary schools where students can be included into the general education classroom. In secondary schools, resource room classes shall not exceed 17 students, although every effort will be made to keep class sizes at 12 or fewer students.

Resource 2 Classroom

A maximum class size of 12 students may be placed full-time in an academic self-contained classroom. The District will, at the beginning of the school year, and with new placements, make efforts assure balance in enrollments between same classrooms/programs. The stated class size limit of twelve (12) students for a Resource 2 teacher is also the caseload limit. Additional students to the classroom will be paid at the class size overload rate as referenced above. (\$15 per student, per day).

The district will make all reasonable efforts to ensure that a Resource 2 teacher is serving the same students in their caseload and classroom. If there is a circumstance where a Resource 2 teacher is needed to assist with caseload management for students outside of their classroom, and these additional students cause the teachers entire caseload to exceed twelve (12), then the additional students in excess of twelve (12) will be considered overload, and paid for at the caseload overload rate stated in the Special Education Teacher Caseload Overload Rate section below.

Seaview Academy

The base caseload for a special education teacher at Seaview Academy is thirty-five (35) students.

Paraeducator Removal/Reassignment/Absence

The District will make every reasonable effort to continue staffing all special education classrooms with a minimum of one paraeducator, exclusive of 1:1 paraeducators. Additional paraeducators may be assigned based on student need.

Upon learning of a paraeducator's unplanned absence, the District is required to make a reasonable effort to fill that role with a substitute paraeducator prior to looking at temporary reassignment options of existing paraeducators.

If paraeducators are unavailable notwithstanding such reasonable efforts, the following terms will apply: Whenever: 1) A special education classroom has an unfilled paraeducator position and no substitute is available; or 2) an assigned paraeducator is reassigned from a special education classroom to provide coverage for an absent paraeducator and a replacement is not provided, the special education teacher responsible for the special education classroom shall be compensated as follows:

- Compensation of one (1) hour per diem per day for each unfilled paraeducator position will be paid when there is a vacancy of two (2) hours or longer within the same school day. Compensation of one-half (0.5) hour per diem, per day for each unfilled paraeducator position will be paid when there is a vacancy for longer than sixty (60) minutes, but less than two (2) hours within the same school day.
- In the event that there are multiple occurrences of unfilled paraeducator positions within five (5) consecutive working days, that are less than one (1) hour individually, but add up to at least one (1) hour, these may be combined for compensation of one (1) hour of per diem pay.
- Once a building administrator knows that there will be an unfilled paraeducator position, regardless of the duration of time, they will confer with the Special Education teacher to ensure that all safety needs can still be met for students and staff.

It will not be the responsibility of the special education teacher to fill daily vacant paraeducator positions.

Special Education Teacher Caseload Overload Rate

The District will provide \$50 per student/month to Special Education instructional employees for every student over thirty (30) on their caseload providing that the employees caseload is between thirty-one (31) to thirty-five (35). In addition to the \$50 per student/month, the District will provide \$75 per student/month to Special Education instructional employees for each student over thirty-five (35) on their caseload. The total number of students over 30 will be calculated on the first of the month caseload counts. All caseload overload pay shall be submitted to payroll by either the building principal or the Director of Special Services monthly.

ESA Staffing

Speech Language Pathologist

If a speech/language pathologist believes that their caseload is excessive because it exceeds 45 students, or is inequitable based on student contact hours and the excess loads cannot be eliminated, the Speech/Language Pathologists shall be compensated for excess numbers of students above the caseload of 45. Each Speech/Language Pathologist shall be compensated two (2) hours per diem per month per student above 45 when the individual caseload exceeds 45.

Compensation shall be paid monthly during the period of the overload.

The District shall provide up to two (2) days of release time for the use of Speech/Language Pathologists for the purpose of IEP preparation, in half day or whole day increments. The following case load numbers would apply:

Less than or equal to 45 = 1 day

Greater than 45 = 2 days

These release days shall be approved in advance by the special education director. If special circumstances occur, such as an unusually high number of students having their IEP'S due within a short time period, permission may be granted by the special education director for additional release time.

Certified Occupational Therapists (OT)

Because Occupational Therapists are service providers and have 1.0 FTE COTA support, the caseload will be 80.

In the event, an Occupational Therapist is not provided 1.0 FTE COTA support, the caseload will be 60.

If an OT exceeds the caseloads as outlined above, the OT shall be compensated two (2) hours per diem pay per month per student above the caseload.

School Psychologists

The caseload for evaluations will be a maximum of 75 in a school year. Each psychologist shall be compensated

one (1) day per diem per evaluation for each evaluation over 75. Evaluation shall be defined as initial evaluation, reevaluation and assessment revision. School Psychologists will not be required to perform Functional Behavior Assessments.

ARTICLE IV, SECTION 7: SUBSTITUTE EMPLOYEES

Employees without teaching certificates will not be assigned to substitute for teachers who are absent from work in lieu of hiring a substitute teacher, except in an emergency. If a substitute is not hired, non-certificated employees may be assigned supervisory duties and/or instructional assistance duties while under the supervision of a certificated employee.

ARTICLE IV, SECTION 8: LATE START AND NON-STUDENT INSTRUCTION DAYS

The Association and District have a mutual interest in collaboration, and in assuring that the time be relevant to the classroom, meet the needs of all stakeholders and be valuable in supporting employees and instruction. Professional development is best supported through feedback, individual reflection and group inquiry. There is a commitment to mutual planning and prioritizing employee input, for the use of collaborative time.

The collaboration work will be planned jointly with administrators and employees and coordinated weekly so as to ensure attendance of all key people at grade levels, departmental, and curriculum meetings. The District will suspend at least seven (7) meetings each year to meet the needs of employees to prepare: reports of student progress through report cards, parent conferences, learning plans and/or the scoring or recording of district assessment. When deciding which days are suspended and/or adjusted, special consideration shall be given to the beginning and the end of the school year. A plan of this kind develops a professional learning community that supports and sustains strong schools and teaching practice.

PAEA and the district recognize that specialists or other groups could have accommodations made by prior conference with the supervisor and the association.

Professional Learning Community: a group of educators that regularly collaborates to improve teaching practices and student outcomes through shared goals, data analysis, and continuous learning.

PLCs will collaborate using the District adopted PLC framework to:

- Gather and share evidence of current levels of student learning
- Develop strategies to build on strengths and areas of need
- Implement those strategies
- Analyze the impact of the changes to discover what was effective
- Apply new knowledge in the next cycle of continuous improvement

Based on the building Continuous School Improvement Plan and/or District Strategic Plan, PLC teams may include grade level teams, content teams, and specialist teams. Staff who do not share content or standards with others at their sites may collaborate in cross-building/job-alike PLCs. More than one (1) PLC team may meet jointly as appropriate for their work. Accommodations will be made for those who are in multiple departments.

PLC meetings are conducted at a District site of the team's choosing. Online meeting platforms can be used if team members are working from different District sites. The location is selected by the PLC team and submitted to the supervisor, so that others may attend.

The focus of PLC time should be aligned with building and/or District initiatives and common agreements. The supervisor and the employee, in collaboration, will determine the PLC team(s) the employee shall attend.

PLC Teams will document and submit notes of their PLC time reflecting members present and topic discussed. Notes taken are not to be used for evaluation purposes, unless an employee chooses to use them as an artifact.

There will be one late start morning each week.

The non-student instruction days are to be used as follows:

Team collaboration involving assessment scoring and analysis for the purpose of curriculum alignment and improved student academic performance. Time will be provided for teachers to work with data in small and large groups with a minimum of 50% of the time for small group collaboration work.

Specific consideration will be given to:

- Supporting classroom based collaboration for startup needs
- Opportunity to address common questions about data
- Review of state testing data and building data, with time to discuss with aligned grade or department, or team
- Employees given time to organize student work that was collected from the previous year
- Employees given time to talk about preparing student plans (State requirement)
- Time to score student work, with an emphasis placed on analyzing the work of current students

Inclement Weather

In the event that it becomes necessary to close the school(s) because of inclement weather, no employee shall be required to remain after the District has given notification to close the employee's work site. Hazardous health and safety conditions which require the closing of the school(s) for students shall apply equally to all employees.

In the event that a decision is made to close a worksite with less than 30 minutes prior to the beginning of the contractual workday, and it is determined that the school day will not count as a contractual workday, and employee on-site will be eligible for flex time. This flex time will be commensurate with time spent at the building from the start of the contractual workday until the time the school closure is called.

Delayed Opening

In the event that the District Administration decides to delay the opening of school(s), employees are asked to arrive at school as soon as they feel they can safely arrive, but at least 10 minutes before the anticipated arrival of students. If an employee believes that they cannot safely arrive prior to the arrival of students, they will need to notify their principal/designee or the district office, and use the emergency leave for the time missed.

ARTICLE IV, SECTION 9: TRADITIONAL CALENDAR

The Association and the District recognize that to permit staff, students, and parents to make plans for their own work and vacation schedules, they shall mutually establish the traditional school calendar.

Using the following criteria, the school calendar will be implemented as follows:

1. In years when Labor Day falls on September 1, 2, 3 or 4, school will commence on the first Tuesday following Labor Day. In years when Labor Day falls on September 5, 6, or 7, school will commence on the Thursday preceding Labor Day. If Veterans Day falls on a Tuesday or a Thursday, the District Calendar Committee will consider extending the weekend to include a Monday off or a Friday off.
2. The winter break will be two (2) consecutive weeks scheduled in December.
3. Starting in the 2027-2028 school year the Friday before Presidents Day will be a non-work day.
4. The spring break will be one (1) week, scheduled the first full week of April.
5. School closure make-up days will be recommended by the District Calendar Committee, with a preference that they be scheduled after the last student day.
6. Starting in the 2027-2028 school year, when determining conference days, the preference shall be two full conference days rather than four half days, and the District agrees to explore an OSP1 waiver to accommodate this format.

It is agreed that the district and association will meet in the spring of each school year for the purpose of reviewing the continuation of the traditional calendar.

ARTICLE IV, SECTION 10: SPECIAL EDUCATION

Special Education Meetings

The District will provide to all certificated Special Education instructional employees seven (7) index days (per diem) and School Psychologists seven (7) index days (per diem) and SLPs three (3) index days (per diem) and OTs two (2) index days (per diem) to perform legally required duties related to caseload management.

General education teachers will be eligible for per diem hourly compensation for any legally required meetings they attend that extend beyond their contractual work day. Every effort will be made to excuse the general education teachers from these meetings as soon as possible.

Special Education Transition Meetings

The district recognizes that in the spring of each year, special education staff may need time to meet with colleagues who will receive identified students in the fall. Special education staff may request time to meet to facilitate the transition of said student(s) at the discretion of the Special Education Director.

Administration of WA-AIM

Teachers who administer Special Education Assessment (WA-AIM) shall be compensated a total \$100 per student assessed per year. Teachers will also have the option to obtain a substitute teacher for the time needed to conduct these assessments in lieu of compensation. For one (1) to three (3) students being assessed, one (1) day of a substitute will be provided. For four (4) to six (6) students being assessed, two (2) days of a substitute will be provided. For seven (7) to nine (9) students being assessed, three (3) days of a substitute will be provided.

ARTICLE IV, SECTION 11: LAP/TITLE I/LEARNING SUPPORT TEACHERS

The District and the Association believe that supplemental intervention programs (Learning Assistance Program (LAP)/Title I/Response to Intervention) are important to the success of students who are performing below grade level standards. Building Administrators will collaborate with Learning Support Teachers (LST)/Reading Teachers, or LAP/Title I certificated specialists to ensure that these programs are meeting student needs.

In the event of an unplanned vacancy of a paraeducator assigned to this program, the District will make every reasonable effort to fill this vacancy. If the vacancy cannot be filled, the building administrator shall meet with the certificated specialist to consider the impacts of a vacancy and develop a plan that will meet the student needs.

ARTICLE IV, SECTION 12: MUSIC PROGRAM

The District and Port Angeles Education Association will form a Music Program Planning Committee to facilitate planning, develop guidelines for our music program delivery, and provide input for program continuity and training. This committee will meet as needed throughout the year, but at least once prior to creation of the master calendar to discuss music program needs for the next school year. Additionally, members of the committee should discuss and plan collaboration needs for time spent during August Collaborative days. Committee members will consist of A District representative and current Music Department employees. These meetings will occur during the contractual workday.

ARTICLE IV, SECTION 13: CLASSROOM TECHNOLOGY MONITORING

The District will provide classroom management software or similar tools for students in grades 3–12 to support the monitoring and management of student use of District-issued devices during the school day to ensure teachers can effectively supervise student activity. The selection, implementation, maintenance, and availability of any classroom management software shall remain within the discretion of the District. Nothing in this section shall be interpreted to guarantee a specific software platform or uninterrupted functionality.

ARTICLE V – EMPLOYEE RESPONSIBILITIES

ARTICLE V, SECTION 1: LENGTH OF WORKDAY

- A. The total length of the employee's workday shall not exceed seven hours and thirty minutes which shall include preparation time, instructional time, and lunch time.
- B. All employees shall have scheduled in the period of time from 10:30 a.m. up to 1:20 p.m., a continuous and uninterrupted thirty (30) minute duty free lunch period during each contracted day. The District and the Association both agree that providing a thirty (30) minute duty free lunch period is beneficial for the health and well-being of all employees. Building administrators should make every attempt to avoid requesting employees to work during their duty-free lunch. If an employee engages in work duties during their duty-free lunch period with the approval of an administrator, they are eligible for per diem compensation in 15-minute increments not to exceed thirty (30) minutes of time. Employees who engage in work during their duty-free lunch period, when requested by an administrator will also be eligible for per diem compensation in 15-minute increments not to exceed thirty (30) minutes. Employees have the right to decline this request.

- C. For elementary schools, the first and last thirty (30) minutes of the contracted day are non-student contact time. For secondary schools, the first twenty-five (25) and last thirty (30) minutes of the contracted day are non-student contact time.
- D. Daily preparation time for classroom teachers shall be scheduled for at least forty (40) minutes at elementary schools and forty-five (45) minutes at secondary schools per day on Mondays, Tuesdays, Thursdays and Fridays. Employees shall have no less than 200 minutes at elementary schools and (225 minutes for secondary schools per week of preparation time. During weeks of less than five (5) days, shortened school days, or days with secondary assembly schedules, preparation time may be reduced accordingly. Staff with preparation time less than 40 minutes in duration may have the option to work with their administrator to deviate from the daily requirement provided that they are still allocated no less than 200 minutes per week of total preparation time.

This preparation time shall be used for planning and/or conferencing as determined by said classroom employee. Itinerant teachers shall have similar time available for planning within their work schedule. The parties understand there may be circumstances where buildings may choose to establish schedules that meet the specific needs of the building. In such cases, the waiver process in Article II, Section 6 of the CBA shall be followed.

- E. Teachers at the elementary level may use the time during which support personnel are instructing their class as preparation time, if such support personnel are hired. If support personnel are employed by the District, the District will attempt to make replacements available for their absences, conditioned on the availability of qualified replacements.
- F. The regular workday shall include participation in building meetings but the Principal shall make every attempt to control the length and number of these meetings after the end of the instructional workday. It is acknowledged that, while staff are afforded the opportunity to adjust arrival and departure times to support building meeting schedules, no staff member will be expected to work longer than 7.5 hours on any given day. Consideration will be given to alternatives for sharing operational information with staff, in the interest of reducing interruptions to instructional time.
- G. The District agrees to consider options for limiting the number of days that teachers are pulled out of the classroom for professional development activities, as well as curriculum related work. Planning time will be built into District Professional Development activities.
- H. In the event that there is a required field trip that causes a teacher to miss their planning time or their time before/after the school day as referenced in section C and D above, the employee and the principal should work together to determine a remedy for the lost time.
- J. Every effort shall be made to provide a minimum of five (5) minutes of passing time between all instructional blocks in secondary settings and for elementary specialist rotations.

ARTICLE V. SECTION 2: LESSON PREPARATION AND OTHER FUNCTIONS OF THE PROFESSION

It is recognized that in order for an employee to accomplish the job effectively, it is sometimes necessary

to work at home and have an office in part of their residence for the purpose of lesson preparation, grading papers, storage of materials, and other functions related to the practice of the profession.

ARTICLE V, SECTION 3: ASSIGNMENT OF REGULAR EMPLOYEES AS SUBSTITUTES

The assignment of regular full-time contracted employees to substitute for an employee during the regular full-time contracted employee's regular workday shall be on a voluntary basis except in emergencies. Whenever the replaced employee is absent and no substitute teacher is hired, the assigned employee shall be compensated at the hourly Flat Rate. The assigned employee shall be compensated at the Flat Rate for giving up their preparation period to cover such assignment. If students are redistributed to a different classroom until a substitute is available, the employee supervising those students shall be compensated at the Flat Rate for the time they are responsible for those students.

ARTICLE V, SECTION 4: SERVICE ON BEHALF OF THE PRINCIPAL

In the event that a classroom teacher is asked to fulfill the responsibilities of the principal in overseeing the operation of a school in the principal's absence, and in the event that the teacher is not already designated "head teacher" and remunerated as such, a substitute shall be hired for the classroom teacher requested to fulfill the responsibilities of the principal and that teacher shall be paid an additional 0.001348 of the BA-0 step of the salary schedule for each day that he or she is released to serve on behalf of the principal. The compensation does not apply to staff members doing administrative internships.

ARTICLE V, SECTION 5: FACILITIES CONSTRUCTION

When new teaching facilities are being contemplated, the members of the professional staff shall have the right to give advice and consultation in the development of educational specifications for the proposed building.

ARTICLE V, SECTION 6: SPECIAL EDUCATION COMMITTEE

The District will form a special education curriculum coordinating committee to facilitate long range planning, develop guidelines for curriculum and program delivery models, and provide input for program continuity and training for both certificated and classified staff. This committee shall consist of representatives from each special education discipline, the Director of Special Education or designee. General Education teachers will be invited based on the agenda items being discussed. Employees participating in these meetings will receive time or compensation.

Whenever possible, special education bargaining unit members shall be involved in the hiring of newly employed special education para-educators.

ARTICLE V, SECTION 7: SAFETY COMMITTEE

Staff and student safety is the single most important priority in the day-to-day operation of the school district. Safe and efficient operation of our schools is the responsibility of the school community, as well as the community at large. To that end, it would be the intent of the District to establish a district-wide "Safe Schools Committee," chaired by the Superintendent, with representation from all employee groups, administration, the

school board, parents and relevant community agencies.

Timely and efficient planning and preparedness are key to the overall success of a district-wide safety plan.

Objectives of the “Safe Schools Committee” may include, but not be limited to:

- The development of crisis plans at each site.
- The identification of preventive measures which target pertinent student issues.
- Identifying/accessing key resources, including pertinent staff development opportunities.

ARTICLE V, SECTION 8: SCHOOL COUNSELORS

Pursuant to rules established by the State Board of Education, all school counselors employed by the Port Angeles School District shall hold a valid Educational Staff Associate (ESA) Counseling Certificate. The District will implement a counseling program as established in RCW 28A.410.043. The purpose and role of the school counselor is to plan, organize, and deliver a comprehensive school guidance and counseling program that personalizes education and supports, promotes, and enhances the academic, personal, social, and career development of all students, based on the -national standards for school counseling programs of the American School Counselor Association (ASCA).Port Angeles School District Comprehensive School Counseling Program (CSCP) plan. In the event that any changes are made to the CSCP the District and Association agree to collectively bargain the impacts of the changes to the CBA.

Appropriate Duties for School Counselors

The principal and counselor shall collaborate to ensure that the job description and responsibilities for the counselor meet the needs of the building and are aligned with guidelines of the CSCP. At least 80 percent of a counselor’s time will be dedicated to direct and indirect counseling services. No more than 20 percent of counselors' time shall be spent on non-counseling duties. Counselors may assist, but shall not be the dedicated coordinator for Response to Intervention (RTI) Plans, MTSS and attendance review teams. Counselors may be directed to facilitate the 504 and Student Assistant team (SAT) processes. Counselors will receive yearly training. Counselors are not responsible for the implementation of the 504 plan. Building administration will serve as the primary contact for concerns, disagreements, or complaints about a student’s 504 plan.

School Counselors may be asked to provide class-wide instruction. Scheduling this instruction should be completed by consultation between the school counselor and classroom teachers. The role of a school counselor requires flexibility and availability for unique student situations, and as such, their instructional schedule should not be relied upon to provide contractual planning time for other employees.

Each school counselor shall be provided with a confidential space to meet with students.

Annual Review and Assessment

Each counselor will plan, schedule and complete an Annual Administrative Conference. This annual review and assessment process for the Comprehensive School Counseling Plan will include building administrators and stakeholders.

ARTICLE V, SECTION 9: SCHOOL NURSES

The District and the Association recognize that providing nursing care in school settings is uniquely challenging because a school's primary mission is education, not health care. Nevertheless, students must have access to health services during school and extra-curricular school-sponsored events to enable them to participate fully, and students with life threatening conditions may require additional monitoring and care, as directed by a student's licensed health care provider. All School Nurses employed by the Port Angeles School District shall hold a valid Educational Staff Associate (ESA) Certificate. A Certified Nursing Assistant (CNA) is not to be considered a school nurse.

Students with a life-threatening condition as defined in RCW 28A.210.320 must have physician orders and a written health care plan, also referred to as a Life-Threatening Emergency Health Care Plan (EHP), before attending school. School nurses are responsible for regularly monitoring the health status of students on their caseloads, evaluating systems and students' EHPs, and for modifying the EHPs of the students, as directed by the student's health care provider. In addition to the above, nurses may work with families, health care providers and other school staff for proper receiving, verification, documentation and storage of student medications, among other related responsibilities.

School Nurses shall not be required to perform supervisory duties, including, but not limited to: bus duty, serve as a door/hallway monitor, serve as a breakfast lunchroom monitor, or as an attendance clerk.

Assignment Considerations

During an August collaborative day, nurses shall meet District-wide along with the Special Services Director to prepare for the upcoming school year and provide adequate coverage for student health needs in an attempt to balance workload across the district, reflecting the severity of the student health needs.

When a School Nurse believes their caseload is excessive based on severity or quantity of assigned EHP's, the employee may schedule a conference with the Special Services Director to identify possible solutions. The employee(s) and/or affected staff members and the Special Services Director will consider the possibility of redistributing caseload, redistributing building assignments, and/or reprioritizing/reducing assigned tasks.

Licensure Requirements

In recognition of the requirement that employees maintain their RN license, the District shall reimburse each employee for the actual cost of their license renewal fees upon submission of proof of payment.

Workspace

School Nurses will be assigned a private office or workspace that is appropriate to the responsibilities outlined in their job description in their assigned building(s). The office will be clean and ready for use at all regularly scheduled work hours. Each School Nurse shall be provided with a confidential space to meet with students.

ARTICLE V, SECTION 10: TOSA POSITIONS

Definition Teacher on Special Assignment (TOSA)

Teacher on Special Assignment (TOSA) positions may include, but are not limited to, the following categories:

1. Instructional Coaches, defined as district-based or building-based positions providing direct instructional support, coaching, and professional learning to certificated staff; and

- a. No certificated employee shall serve in an Instructional Coach position for more than three (3) consecutive school years.
- b. Upon completion of three (3) consecutive school years, the employee shall return to a classroom teaching assignment for a minimum of one (1) full school year before becoming eligible to serve again in an Instructional Coach role.
- c. Employees returning to the classroom under this provision shall retain all accrued seniority and shall be assigned in accordance with the transfer provisions of this Agreement.

Return to Classroom

Employees subject to the rotation requirement in Section B above shall be returned to a classroom teaching position consistent with the transfer provisions of this Agreement and based upon available positions and District needs.

2. District-Level Coordinators TOSAs, including positions such as the District Data/Assessment Coordinator and Curriculum and Professional Development Coordinator, which provide specialized, districtwide coordination, compliance, implementation, and systems-level support.
 - a. The parties recognize that district-level coordinator assignments are distinct from Instructional Coach positions due to the specialized, technical, compliance-related, and system-wide nature of their responsibilities. These positions require continuity of knowledge, training, systems oversight, and coordination across schools and departments and are therefore not appropriately subject to a mandatory rotation cycle.
 - b. The District Data/Assessment Coordinator and Curriculum and Professional Development Coordinator shall remain centralized district-level positions.
 - c. The parties further recognize that centralized coordination supports consistent implementation of districtwide assessment systems, data collection and reporting, curriculum implementation, professional learning, state and federal requirements, and other system wide instructional responsibilities. Maintaining these functions at the district level provides consistency, accountability, continuity, and appropriate oversight across schools.
 - d. District-level coordinator TOSA positions shall remain bargaining-unit positions unless otherwise mutually agreed upon by the District and the Association.
 - e. TOSA positions are not uniform in duties or responsibilities, and provisions of this Section may apply differently based on the nature and scope of the assignment.

Other TOSA Positions

The District retains the ability to establish TOSA assignments based upon programmatic, instructional, operational, grant-funded, or other District needs. Such positions, including Dean of Students, shall remain subject to the applicable provisions of this Collective Bargaining Agreement.

The District will work in collaboration with the Association President when establishing a new TOSA assignment regarding the duties, duration, and working conditions associated with the assignment.

ARTICLE VI – LEAVES

ARTICLE VI, SECTION 1: SICK LEAVES

- A. Each certified employee shall be provided twelve (12) days of paid sick leave for each year of service with the District, accrued and administered in accordance with applicable Washington law. Sick leave is intended to support employee health and well-being and may be used for qualifying absences due to the employee's mental or physical illness, injury, health condition, preventive medical care, or an emergency. Sick leave may also be used for qualifying family care and other purposes as provided by applicable state law.
- B. An employee absent for more than five (5) consecutive workdays will be required to provide verification from a licensed health care provider that the employee is cleared to return to work. Any request for verification shall respect the employee's privacy and shall not require disclosure of a diagnosis or confidential medical information beyond what is permitted by law.
- C. Upon separation from District employment, unused sick leave shall be administered in accordance with applicable state law and any benefits provided under this Agreement.
- D. A substitute teacher serving in a regular salary schedule assignment shall be granted one (1) day of sick leave for each month of the assignment. Sick leave eligibility and any remaining balance shall be administered in accordance with this Agreement and applicable state law upon completion of the assignment.
- E. An employee may use accrued sick leave to care for a child or other qualifying family member as permitted under Washington law, including when the family member has a mental or physical illness, injury, or health condition requiring care, treatment, or supervision.
- F. The District recognizes that mental health is an essential component of overall health. Consistent with RCW 49.46.210 and applicable Washington Administrative Code provisions, accrued sick leave may be used for qualifying mental health needs, including treatment, counseling, preventive care, or when a mental health condition prevents the employee from performing their work duties. Sick leave is intended for legitimate qualifying purposes and shall be used in good faith, consistent with this Agreement and applicable state law.

ARTICLE VI, SECTION 2: DISCRETIONARY LEAVE

A maximum of three (3) days of discretionary leave at full pay may be provided annually for each certificated employee.

Discretionary leave is separate from sick leave.

Personal leave resulting in financial gain shall not be granted. Exceptions may be granted for situations specifically related to education and to the District's benefit and on such terms as approved by the District.

An employee may be granted discretionary leave of two (2) days or fewer with at least three (3) working

days advance notice or leave of three (3) days or more with at least ten (10) working days advance notice for any undisclosed personal reason in a school year provided that,

- 1) Enough substitutes are reasonably available at the time of notice to the District.
- 2) Such day(s) may not be used to extend three-day weekends, holidays or vacation periods, provided that, such restrictions may be excused for exceptional circumstances as approved in advance by the Superintendent or designee if sufficient substitutes are projected to be available.
- 3) An employee may not use such leaves in the first 10 working days or the last 10 working days of school. Restrictions may be excused for exceptional circumstances as approved in advance by the Superintendent or designee
- 4) Each year, unused discretionary days will roll over to the following year if the employee has two (2) days or fewer. If the employee has more than two (2) unused discretionary days, two (2) of the days will roll over to the following year, and the remaining days/hours will automatically be cashed out at the substitute teacher rate in the August paycheck.
- 5) Employees may carry over a maximum of two (2) discretionary days per year. Employees may use a maximum of five (5) discretionary days per year.

ARTICLE VI, SECTION 3: BEREAVEMENT AND FAMILY ILLNESS LEAVE

Up to three (3) days of leave may be granted for absence due to a death, serious illness, or serious injury in the immediate family. Immediate family is defined as including mother, father, son, daughter, mother and father in-law, spouse, brother, sister, grandparents, and individuals who are permanent members of the household. If in any school year an employee requests more than one leave for a death in the immediate family, an additional two days at full-pay shall be granted for each such leave. One (1) additional day of bereavement leave may be granted for absences due to the death of close personal friends or other relatives.

Requests for such leaves shall be made at least twenty-four hours prior to taking such leave and such requests shall be subject to the approval of the Superintendent.

ARTICLE VI, SECTION 4: DISABILITY LEAVE (INCLUDING MATERNITY LEAVE)

An employee requesting disability leave shall give written notice to the employer at least two (2) weeks prior to commencement of said leave. The written request for disability leave should include a statement to the expected date of return to employment, and advance notice of the actual date of return to employment shall be given as soon as possible. Sick leave shall be granted under Section 1 of this Article. In the event sick leave is exhausted, then the employee shall, if requested in writing, be granted a leave of absence without pay for the period of disability, provided that such leave shall not continue beyond the duration of the current school year, unless authorized pursuant to Section 9 of this Article.

ARTICLE VI, SECTION 5: MILITARY LEAVE

Military leave shall be granted as required by law.

ARTICLE VI, SECTION 6: COURT DIRECTED LEAVES

School District No. 121 agrees to allow employees to serve as jurors with no loss of pay. The amount of any

remuneration received by an employee for jury duty will be deducted from the employee's salary. Compensation for subpoena leave shall also be likewise granted under the following conditions:

1. The action for which the subpoena is issued shall not involve the District as an adverse party, or
2. If the District is an adverse party, then such leave shall not be granted to any party except on behalf of the District or except when an employee is subpoenaed solely for the purpose of testifying to acts done necessarily in the scope of their employment.

ARTICLE VI. SECTION 7: ASSOCIATION LEAVE

The combined personal leave for all elected or appointed representatives of the Port Angeles Education Association (PAEA) shall not exceed thirty (30) total days annually. PAEA shall reimburse the District for substitute costs. The number of persons attending the WEA Representative Assembly may not exceed the number of delegates permitted by the sponsoring organization and approved by the Association president and the superintendent. Time for the bargaining process and Representative Assembly shall not be counted against the thirty (30) days of allotted Association Leave.

ARTICLE VI. SECTION 8: PROFESSIONAL CONFERENCES AND MEETINGS

Professional leave may be granted "for those activities which encourage professional growth or improvement of curriculum," including "conferences, classroom visitations and teacher exchanges." Requests for professional leave shall be made at least 24 hours prior to taking such leave and shall be subject to the approval of the Superintendent or designee.

The Port Angeles Board of Directors recognizes the value to the District through attendance of members of the administrative and certificated staffs at various professional meetings and conferences which are devoted primarily to the improvement of instruction and administrative practices. The Board's policy is to encourage and permit such attendance within the limits of the budget, provided prior approval has been secured from the principal/supervisor and superintendent. Reports of all travel are made to the Board at subsequent meetings.

Expenses for such approved meetings will be reimbursed by the District subject to the rules governing travel expense reimbursement as follows:

All travel expenses for which District reimbursement will be claimed must first have cleared through the principal/supervisor for approval of the Superintendent.

In order to comply with state law and requirements of the State Auditor for adequate details on travel expense claims for travel outside the District, all vouchers for reimbursement of travel expense must include the following information and must have attached thereto certain receipts.

- A. The voucher must detail the date of the meeting; the location of the meeting and the purpose of the trip; ferry fares; bridge tolls; and any other legitimate expense for which a claim is made.
- B. Each voucher must claim the expenses only for the individual to whom the payment will be made. One person must not pay any expenses for others with whom he is traveling; but each must pay his own expenses and submit his own claim. Ferry and bridge fares are the only exceptions. The driver of the car is the

only person who may claim mileage and the bridge and ferry expenses for the car and driver. Employees using their private automobile to travel on school business shall be compensated at the rate set by Board Procedure No. 5341P.

- C. The District will not reimburse the expenses of more than one car traveling to any one location for the same meeting unless those traveling number more than one car load.
- D. Receipts must accompany claims for the following:
 - (1) Overnight accommodations
 - (2) Conference registrations and fees
 - (3) Automobile storage charges
- E. Travel expense vouchers must be prepared in ink.
- F. Vouchers must have been approved by the building principal or supervisor prior to submission to the Central Office for payments.
- G. Unless otherwise authorized by a majority of the staff in a particular building, at least 0.5% of the building budget shall be budgeted for professional leave.

Travel pay to annual State Vocational Conference will be reimbursed by the District, as approved by the Superintendent.

ARTICLE VI, SECTION 9: UNPAID LEAVE OF ABSENCE

- A. After three years of service, an employecc may be granted a one-year unpaid leave of absence if requested before April 1 preceding the desired year's absence provided that the employee has not received unpaid leave during the last three years. Notice of intent to return shall be submitted in writing to the Superintendent by April 1 of the year's leave of absence to receive employment for the following school year. Upon return, the employee will be given conditions of employment as nearly equal to or better than their former position when consistent with the administration of the school program and in the best interests of the students. If the employee has not taught school at least one full school year during the year's leave of absence, the employee will, if eligible, receive only one longevity increment in salary. Three such absences may be granted for each school year except that unpaid leave may be granted for child care for periods within a school year provided that eligibility for such leaves beyond two weeks requires at least thirty days of work in the school year. For this leave, the April 1 deadline shall not apply, but at least thirty days' notice for non-emergency situations shall be given prior to the requested beginning of such leave and such notice shall indicate the exact number of days requested.
- B. Unpaid leave may be granted for child care. For this leave, the April 1 deadline shall not apply, but at least thirty (30) days' notice for non-emergency situations shall be given prior to the requested beginning of such leave and such notice shall indicate the number of days requested.
- C. Upon request of the association, the district will give consideration to granting more than three unpaid leaves during a given contract year.

D. Employees may request an extension for a second full year of leave by April 1st. The District reserves the right to grant or deny requested leave.

E. Employees may not contract with another school district while on a leave of absence.

ARTICLE VI, SECTION 10: SICK LEAVE CASH OUT

The District shall adopt a policy to provide employees sick leave cash out pursuant to State law.

ARTICLE VI, SECTION 11: ADOPTION LEAVE

Certificated employees may be granted up to a maximum of ten (10) working days with pay when absence is necessary for the purpose of legally adopting a child. Adoption leave is deductible from accumulated sick leave.

ARTICLE VI, SECTION 12: LEAVE SHARING

Employees are guaranteed the right to donate accrued sick and/or personal leave to come to the aid of another employee (in any bargaining group) who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause, the employee to take leave without pay or terminate his or her employment.

An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another employee as specified herein.

Employees are allowed to grant up to six (6) days during any twelve-month period.

Employees cannot donate sick leave days that would result in their sick leave account going below twenty-two (22) days.

Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury, and emergencies.

While an employee is on leave transferred under this section, he/she 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 sick leave.

Eligibility To Receive Donated Leave – In order to be eligible to receive donated leave an employee must:

A. Suffer from an illness, injury, or condition which is of an extraordinary or severe nature which has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment with the District.

B. Have justified the absence and use of such a program, i.e., physician's verification.

- C. Have depleted or anticipate shortly depleting his or her annual and sick leave reserves.
- D. Have abided by District rules regarding sick leave use.
- E. Have been found ineligible for benefits under Chapter 51.32 RCW (worker's compensation).

No employee may receive more than the equivalent of one of their work years in transferred leave. Employees may receive donated leave from members of any bargaining group.

ARTICLE VI, SECTION 13: ASSOCIATION OFFICER LEAVE

Leave without pay will be granted, when required, to any employee who will have been elected or appointed to a position in the National Education Association or the Washington Education Association. The employee will notify the Superintendent of the need for leave upon verification of their election or appointment to that position. Leave will be for the duration of time in that office, either continuous or on a daily basis, depending upon the nature of the position. Upon return, the employee will be returned to their former position, if available, or if not available, to a substantially equivalent position.

- A. The purpose of the release time will be for conducting Association business pursuant to RCW 41.59.
- B. The Association will reimburse the employer on a monthly basis for all salary and benefit costs associated with the Association position.
- C. Nothing in this Agreement will detract or negate any and all rights and benefits that would have accrued to the employee had they been working on a regular full-time basis.

ARTICLE VI, SECTION 14: FAMILY AND MEDICAL LEAVE ACT (FMLA):

Eligible employees may take leave under the Family and Medical Leave Act (FMLA) in accordance with federal law and the provisions outlined in this article of the agreement.

When an employee is utilizing FMLA, the employer will continue to pay its share of the SEBB premium contributions on behalf of the employee. FMLA shall run consecutively with other leave benefits, unless the employee chooses otherwise

Family leave may be taken to care for a child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner with a serious health condition. Family leave may also be taken for the birth of a child and to care for a newborn child or for the placement of a child with the employee for adoption or foster care. Medical leave may be taken for the employee's own serious health condition.

Upon returning from leave, the employee is entitled to return to the same position previously held or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.

ARTICLE VI, SECTION 15: PAID FAMILY AND MEDICAL LEAVE (PFML):

Employees will be provided Paid Family and Medical Leave (PFML) benefits as allowed by law. PFML is an unpaid leave from the employer, and the benefit is paid by the Employment Security Division (ESD).

To qualify for PFML, employees must work 820 hours or more in the qualifying period, as defined by the Economic Security Department and Washington State law.

PFML benefits shall include up to twelve (12) weeks of leave per year to care for self or family and may be extended under certain circumstances. Details on qualifying events may be found via the Economic Security Department website.

Employees are responsible for filing claims with the ESD and payments will come from ESD.

Employees may use accumulated sick leave as a supplemental benefit to PFML benefits up to an amount that results in no loss of compensation to the employee. Employees may choose to use PFML prior to exhausting other leave options and will not be required to exhaust sick leave prior to accessing PFML. PFML may be used consecutively with the employee's other paid leave entitlements, at the employee's election.

The employer shall continue to pay the employee's SEBB premiums for the duration of PFML.

The employee shall be entitled to return to the identical position from which they took leave at the conclusion of the PFML.

ARTICLE VI, SECTION 16: JOB-RELATED INJURIES

Workers' compensation is an insurance program which covers job-related injuries and occupational diseases. Employees are covered by a self-insured program which has been approved by the Washington State Department of Labor and Industries. The employee is protected in two ways:

- A. Medical costs resulting from job injuries are paid; and
- B. Injured employees are paid a partial wage while off work because of a job injury or illness due to on-the-job causes.

For each day covered by workers' compensation the employee may use accumulated sick leave to make up the difference between the workers' compensation payments and the employee's regular salary. In such instances, total pay shall not exceed the employee's regular pay.

An employee who is absent from work due to a work-related injury or illness shall utilize accrued sick leave for the three (3) day waiting period required for Workers' Compensation eligibility. If the employee's Workers' Compensation claim is approved, the employee shall notify the District, and the District shall compensate the employee in an amount equal to the employee's daily salary for the three (3) day waiting period. Upon such approval, any sick leave used by the employee for the waiting period shall be restored to the employee's accrued

sick leave balance. No waiting period compensation or sick leave restoration shall occur unless and until the Workers' Compensation claim is approved.

ARTICLE VI, SECTION 17: Assault Leave

- A. When an employee qualifies for a Workers' Compensation award or benefit due to injuries caused by a behaviorally escalated student, the District will pay the difference between the employee's base salary and the Workers' Compensation benefit for up to ninety (90) workdays. The District will not utilize the employee's personal or sick leave to pay the difference. This provision only applies while the employee is eligible for and receiving Workers' Compensation benefits and ends when Workers' Compensation benefits stop or ninety (90) workdays have passed, whichever comes first.
- B. Employees shall receive credit back for any sick leave that is initially used during the three (3) day waiting period upon approval of a Workers Compensation claim as provided for in Article VI, Section 16.
- C. Immediate Support and Decompression Immediately following an incident of assault or battery, the District shall provide support to the employee, including:
- Decompression Time: The District will provide immediate class coverage as requested by the employee to allow them to decompress and regain composure. The District recognizes that traumatic incidents may require specific recovery time before an educator returns to the classroom.
 - Supervisor Consultation: The employee shall have the right to meet with their supervisor within two (2) days of the incident or sooner if possible.
 - Reporting Assistance: The District will promptly assist the employee in filing incident reports, police reports, and any other required documentation.
- D. Safety and Prevention

When administration has knowledge that a student has a documented history of physical assault, administration will make reasonable efforts to provide relevant information to employees who will be working directly with the student, consistent with applicable state and federal confidentiality laws and District policy.

ARTICLE VII – TRANSFERS AND REASSIGNMENTS

ARTICLE VII, SECTION 1: PUBLICATION

The District will email notification of all open positions to employees in the bargaining unit once posted. The District will make every effort to ensure that the distribution list is up to date. The email notification shall contain the following within the body of the email:

- Job title
- Work Location
- FTE
- Closing date if applicable

- Link to the job openings website

Additionally, openings and qualifications for vacant positions, including supplemental contracts, will be posted on the online job application system for a period of at least ten (10) calendar days prior to outside posting from September 21 to April 30. Part-time employees of the District shall be considered for such vacancies on the same basis as full-time employees of the District.

In an attempt to recruit the highest quality candidates, it shall be the normal administrative procedure in filling certificated vacancies to use reasonable means to seek candidates who have the appropriate credentials for the position.

ARTICLE VII, SECTION 2: REASSIGNMENT

Reassignments are defined as a change of position within the same work location provided that the change does not involve a move to or from general education to special education.

A reassignment may occur upon the request of either the employee (voluntary reassignment) or supervisor (involuntary reassignment). The Superintendent will make decisions based on what is in the best interests of the district. Reassignments are made to permit work at a different level of instruction, to optimize staff utilization, or personnel reasons.

Any employee may voluntarily request a change in assignment and discuss the request with the supervisor. The request will be given careful consideration and granted when considered to be in the best interest of the District and promotes professional growth.

Decisions by the District shall be final and binding provided that only employees who meet posted minimum qualifications shall be considered.

Attempts will be made to avoid involuntary reassignments when:

- The employee has been subject to an involuntary reassignment or an involuntary transfer within the last two (2) school years, or
- The employee is new to the profession and is a provisional employee.

Any employee involuntarily reassigned to a new classroom will be paid two days at per diem of that employee's contracted salary for the purpose of moving materials and preparing for instruction.

Any employee involuntarily reassigned to a new grade level or a different department may receive one (1) paid optional day to compensate them for the additional preparations.

ARTICLE VII, SECTION 3: VOLUNTARY AND INVOLUNTARY TRANSFER

Voluntary Transfers

When vacancies or new positions occur during the school year, qualified employees shall be considered for a

voluntary transfers to the vacant positions. However, if employees are transferred to these positions, any subsequent vacancies shall not be subject to the provisions of this section. The Superintendent may, at their discretion, grant exceptions for transferring employees to subsequent vacancies.

Employees applying for vacancies shall be given careful consideration. Careful consideration involves reviewing the personnel file and discussing the request with the supervisor where the employee is applying for a vacancy.

An employee who applies for a vacancy, and is not hired, will be given the opportunity, upon request, to meet with the personnel officer to discuss the reason[s] why the employee was not hired to fill the vacancy. All employees who apply for a vacancy will be given personal notice of their acceptance or rejection immediately after the decision is made.

Involuntary Transfers

When a change in funding or enrollment patterns is the reason for an involuntary transfer no employee shall be involuntarily transferred if that employee's in-District seniority is greater than the in-District seniority of another qualified employee who could be similarly transferred. This limitation shall not apply to transfers under implementation of the RIF procedure.

When involuntary transfers are necessary, an employee shall not be assigned to a position outside their area of competence or major/minor area of concentration. An involuntary transfer shall be made only after a meeting between the employee involved and the Superintendent (or their designee), at which time the employee shall be notified of the reasons for the transfer. The District will provide 24 hours notification to the PAEA president of any proposed involuntary transfers prior to informing the employee. The employee shall be notified, in writing, of the proposed involuntary transfer at least one week prior to the above mentioned meeting. No employee shall be transferred involuntarily without good cause.

Any employee involuntarily transferred will be paid three (3) days at per diem of that employee's contracted salary for the purpose of moving materials and preparing the learning space for instruction.

Any employee involuntarily transferred to a new grade level or a different department may receive one (1) paid optional day to compensate them for the additional preparations.

ARTICLE VII, SECTION 4: REASSIGNMENT DUE TO BUILDING CLOSURE

All employees being reassigned to another building from a building being closed shall be compensated at per diem pay. The building shall assume responsibility for compensation when an involuntary move is being directed on site. Any teacher reassigned due to building closure, or involuntarily reassigned to a separate teaching station within the building, will be paid three (3) days at per diem of that teacher's contracted salary for the purpose of moving materials and preparing for instruction.

ARTICLE VIII – CLASSROOM TEACHER EVALUATION

ARTICLE VIII, SECTION 1: INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation.

The parties agree that the following evaluation system is to be implemented in a manner consistent with RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

“To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

ARTICLE VIII, SECTION 2: DEFINITIONS

Criteria shall mean one of the eight (8) state defined categories to be scored.

Component shall mean the sub-section of each criterion.

Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. All evaluators shall have received inter rater training. The evaluator shall assist the teacher by providing support and resources, e.g., classroom interruptions, mitigating intra- teacher challenges, etc.

Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Not Satisfactory shall mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

Student Growth Data shall mean the change in student achievement between two points in time within the current school year as collaboratively determined by the teacher and evaluator. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures, but need to have some standardized measures, e.g., ARI, district mid-year benchmarks, DRA, etc.

ARTICLE VIII, SECTION 3: STATE CRITERIA, FRAMEWORK, AND SCORING

A. The state evaluation criteria are:

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

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The instructional framework is included in Appendix B.

C. Criterion Performance Scoring

The final criterion scoring model to be used is identified in Appendix A.

D. Summative Performance Rating

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

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

E. Student Growth Criterion Score

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

1. 5-12—Low
2. 13-17—Average
3. 18-20—High

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It could include teacher-initiated formal and informal assessments of student progress as long as collaboratively determined by the teacher and evaluator. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.

If a teacher receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to a 3 – Proficient level for their summative score. If a teacher receives a 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:

1. Triangulate student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District and state-based tools;
2. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward meeting goals, and best practices; or
4. Create and implement a professional development plan to address student growth areas.

ARTICLE VIII, SECTION 4: APPLICABILITY & TRANSITION PLAN

This evaluation system only applies to classroom teachers, specifically those staff who provide academically focused instruction and grades for an assigned group of students.

The term "classroom teacher" does not include ESAs, Counselors, librarians, media specialists, TOSAs, Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement.

ARTICLE VIII, SECTION 5: PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article X, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive professional development to comprehend the framework and understand the evaluation process. Such professional development shall be provided as follows:

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms appropriate to the teacher's position and track in the evaluation cycle.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

ARTICLE VIII, SECTION 6: PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified within two weeks from the start of the school year of the evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Teacher Self-Assessment

1. Prior to the Pre-Observation Conference, the teacher may complete a Self-Assessment form.
2. No teacher will be required to complete or share the Self-Assessment form with their evaluator.

C. Artifacts and Evidence:

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher will provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be used to determine the final evaluation score.
3. Each criterion score below proficient must be supported by multiple sources of evidence, that may include:
 - At least one formal observation;
 - Relevant artifacts or teacher-provided evidence; and
 - Observation notes aligned to rubric components.
4. No evaluation rating below proficient shall be based on:
 - Anonymous complaints;
 - Parent or student complaints without corroborating evidence;
 - Evidence not shared with the teacher or with the evaluator prior to the final summative conference; or
 - A single data point.

D. Unscheduled and Informal Observations

1. An unscheduled observation is a documented observation that is not required to be pre-scheduled. Additional unscheduled observations may be necessary to collect additional evidence.
2. An evaluator may conduct any number of informal observations: however, unscheduled observations shall not exceed three (3) per evaluation cycle unless mutually agreed upon.
3. Observations do not have to be in the classroom. Department or collegial meetings may be used for unscheduled observations.
4. Unscheduled and informal observations may be documented in writing and if documented, a copy will be provided to the teacher within five (5) school days of the unscheduled observation. If there is an area of concern based upon any such unscheduled or informal observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.
5. Any time after an unscheduled observation a teacher may request a post-observation conference to discuss the unscheduled observation.
6. No single unscheduled or informal observation may be used as the sole basis for determining a criterion score below proficient.

E. Third-year Provisional teachers

In accordance with RCW 28A.405.210 (1)(c), "the school district superintendent may make a determination

to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the district.”

F. Record-Keeping

The summative evaluation form and teacher’s written comments, if applicable, will be moved to the teacher’s personnel file at the end of the school year. All other physical documents, including final framework rubrics and artifacts, will be discarded yearly.

G. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher. For purposes of notetaking, an evaluator may use a device to record their own voice unless the teacher being observed feels that this will cause a distraction within the classroom.

ARTICLE VIII. SECTION 7: COMPREHENSIVE EVALUATION

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six (6) years.

A. Pre-Observation Conference:

The pre-observation conference shall be held prior to each scheduled observation. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee’s goals, establish a date for the scheduled observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

B. Scheduled Observations:

1. The first of at least two (2) prearranged observations for each employee shall be conducted within the first ninety (90) days of the school year. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. Any scheduled observation shall not be less than 30 minutes in length.
2. The observations will occur no later than ten (10) days after the pre-observation meeting.
3. The evaluator will document all scheduled observations using the negotiated form and provide copies to the employee within three (3) days after the report is prepared.
4. All observation scoring will be aligned to the language of the adopted instructional framework rubric. Failure to provide observation feedback within contractual timelines shall result in that observation not being used in the summative evaluation unless mutually agreed upon.

C. Post-Observation Conference

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) school days after the scheduled observation.
2. The purpose of the post-observation conference is to review the evaluator’s and teacher’s evidence related to the scoring criteria during the observation, and to discuss the teacher’s performance.
3. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide recommendations for improvement.

D. Final Summative Evaluation Conference

1. No later than June 10th the evaluator and teacher shall meet to discuss the teacher's final summative score.
2. The teacher has the right to provide additional evidence for each criterion to be scored.
3. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
4. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide evidence for each criterion scored Basic or Unsatisfactory.
5. The teacher will sign two (2) copies of the Final Summative Evaluation. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final summative evaluation report as well.
6. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

ARTICLE VIII, SECTION 8: FOCUSED EVALUATION (Includes one year only staff.)

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation if collaboratively agreed upon between the teacher and the evaluator and within the schedule. The teacher shall remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur within the first ninety (90) days (calendar days) of the school year.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, and must be approved by the evaluator.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. Observations and conferences for the focused evaluation shall follow the guidelines set forth in Section 6 – Procedural Components of Evaluation, and Section 7 – Comprehensive Evaluation Process, above.
- D. The score received on the selected criterion is the score assigned as the final summative score.
- E. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

ARTICLE VIII, SECTION 9: STUDENT GROWTH RUBRICS

- A. It is the intent of the District and Association that the new rubrics will not require additional evidence be created to document the reflection that takes place by the teacher during the evaluation process. All evidence should be authentic and through a natural harvest provided during the professional conversations focused on the sharing of reflections by the teacher on how they will adjust their instruction.
- B. The District and Association recognize that culturally responsive teaching relies on writing goals and

reflection based on the teacher's knowledge of their students' assets. To embed the use of student growth goals into the regular flow of instruction, it is suggested that the student growth goal cycle is contained within a single unit of study. It is agreed that all teachers will have set their student growth cycle no earlier than October 15 and no later than January 31, unless the teacher requests an earlier date.

- C. Focus Evaluation Process: Teachers on the focus evaluation will select their individual focus criterion (may use Form J as a tool) and submit to the building administrator by September 15.
- D. All teaching staff will be provided training and support to complete:
 - i. Student Growth Goal and Reflection
 - ii. Pre/Post Observation Conferences
- E. Final evaluations will be printed and signed by the administrator and the teacher before being filed in the teacher's personnel file.
- F. At the teacher's discretion they may use the formal student growth cycle process more than once throughout the year to improve their practice and show additional growth for their evaluation.

ARTICLE VIII, SECTION 10: SUPPORT FOR BASIC AND UNSATISFACTORY EMPLOYEES

- A. The Association president will be notified when any teacher receives a summative evaluation rating below Proficient.
- B. When a teacher receives a summative evaluation rating below Proficient, additional support shall be offered to the employee to support their professional development.
- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher will be observed before October 15th the following year. If the first scheduled observation in that following year results in ongoing and specific performance concerns, a structured support plan or a probation plan will be implemented.

ARTICLE VIII, SECTION 11: ADDITIONAL SUPPORT FOR PROVISIONAL EMPLOYEES

Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies.

Recommendations for support may include but are not limited to the following:

- Additional preparation time during the employee's regular workday
- Additional resources
- Additional mentorship
- Consultant resources
- Professional development
- Adjustments to assigned students

ARTICLE VIII, SECTION 12: PROBATION FOR NONPROVISIONAL CONTINUING CONTRACT EMPLOYEES

At any time after October 15, a non-provisional continuing contract classroom teacher whose work is judged not

satisfactory shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- D. In the event that an evaluator determines that the performance of a teacher under their supervision is not satisfactory, the evaluator shall recommend in writing to the Superintendent that the teacher be placed on probation. The report shall include the following:
 - 1. The evaluation report prepared pursuant to the provisions of Section 6 above, and,
 - 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is not satisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is 1 – Unsatisfactory. At the time of placement on probation, the Association president and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
 - 1. Specific areas of performance deficiencies identified from the instructional framework;
 - 2. A suggested specific and reasonable program for improvement;
 - 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in their area or areas of deficiency.
- F. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
- G. Evaluation During the Probationary Period
 - 1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the teacher to discuss performance deficiencies and the remedial measures to be taken.
 - 2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
 - 3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.

4. The teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas detailed in their notice of probation.
 5. By December Winter Break, the probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request may be granted. The second evaluator's input shall be considered in determining the final summative score.
- H. A teacher who is on a plan of improvement will be removed from probation if he/she has demonstrated sufficient improvement in the areas prescribed as deficient.
- I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for nonrenewal.
- J. Evaluator's Post-Probation Report
Unless the teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- K. Action by the Superintendent
Following a review of the report submitted pursuant to paragraph G above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
- L. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file and may, upon request, be removed after three (3) years from the date of the documentation if there is no unsatisfactory evaluation in the interim.

ARTICLE VIII, SECTION 13: EVALUATION RESULTS

Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of their assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria, and
5. Beginning in 2015-2016, as one of multiple factors in Human Resources and personnel decisions.

ARTICLE VIII, Appendix A: Scoring Models/Concepts

Model #1:

- a. When there is more than one (1) component, if a 4 – Distinguished is scored, the overall criterion score cannot be lower than 2 – Basic.
- b. When there is more than one (1) component, if a 1 – Unsatisfactory is scored, the overall criterion score cannot be higher than 3 – Proficient.
- c. Each rating will be assigned the following numeric values:
 - a. Unsatisfactory – 1
 - b. Basic – 2
 - c. Proficient – 3
 - d. Distinguished – 4
- d. When there are two (2) components to a criterion, the average of the two scores will be the final criterion score.
- e. When there are three (3), five (5), or seven (7) components to a criterion, the median score will be the final criterion score.
- f. When there are four (4) or six (6) components to a criterion, the average of the two (2) median scores will be the final criterion score.
- g. When a final criterion score includes a fractional number (for example 2.3), all scores with fractionals below 0.5 will be rounded down and all fractionals 0.5 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

Concept #2:

1. Component Scores: Evidence will be gathered over the year to inform the component scores, using a growth philosophy. If growth is made over the year, the higher score (later score) will be used.
2. Criteria Scores: Component scores will be averaged, and rounded to reach a final score.

ARTICLE VIII, SECTION 14: PROBATION (except provisional employees)

- A. Supervisor's Report: In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent at least ten days prior to the beginning of the probationary period. The report shall include the following:
 1. The evaluation report prepared pursuant to the provisions of paragraph 2.c. and f. (5).
 2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.
- B. Establishment of Probationary Period: If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee on a probationary status no earlier than October 15 and for at least sixty days. Prior to being placed on probationary status, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:
 1. Specific areas of performance deficiencies;
 2. A suggested specific and reasonable program for improvement;
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary

period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.

C. Evaluation During the Probationary Period:

1. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor shall authorize one additional certificated employee to aid the employee in improving his or her areas of deficiency.
2. During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

The provisions of paragraph 2.f. (1) and (2) above shall apply to the documentation of evaluation reports during the probationary period.

3. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.

D. Supervisor's Post-Probation Report: Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

E. Action by the Superintendent: Following a review of any report submitted pursuant to paragraph 3.d. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirements of state law.

ARTICLE VIII. SECTION 15: EVALUATION CRITERIA – SUPPORT PERSONNEL

1. Knowledge and Scholarship in Special Field

Indicators

The evaluation procedure assesses the support person's competency to:

- 1.1. Provide a theoretical rationale for the use of various procedures.
- 1.2. Demonstrate understanding of the basic principles of human growth and development.
- 1.3. Demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals.
- 1.4. Relate and apply knowledge, research findings, and theory deriving from the individual's specific discipline to the development of a program of services.

2. Specialized Skills Indicators

The evaluation procedure assesses the support person's competency to:

- 2.1. Design and conduct a program providing specific and unique services within the individual's specific discipline.
- 2.2. Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
 - 2.2.1. to help students integrate and assimilate data;
 - 2.2.2. to help others involved with the student interpret and use data appropriately and accurately;
 - 2.2.3. to help other specialists by providing case study materials;
- 2.3. Administer assessment procedures or to organize and prepare those who will administer assessment procedures.
- 2.4. Demonstrate ability to assist teachers and administrators integrate specialized information into the regular curricular program.
- 2.5. Develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

3. Management of Special and Technical Environment

Indicators

The evaluation procedure assesses the support person's competency to:

- 3.1. Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs.
- 3.2. Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.
- 3.3. Use comparative and interpretive data.
- 3.4. Create an environment in which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

4. The Support Person as a Professional

Each certificated support person demonstrates awareness of their limitations and strengths and demonstrates continued professional growth.

Indicators

The evaluation procedure assesses the support person's competency to:

- 4.1 Demonstrate awareness of the law as it relates to area of specialization.
- 4.2 Demonstrate awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by the support person's competence area.
- 4.3 Demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.)
- 4.4 Demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

5. Involvement in Assisting Pupils, Parents, and Educational Personnel

Indicators

The evaluation procedure assesses the support person's commitment to, and competence in, offering specialized assistance to:

- 5.1 Consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs.
- 5.2 Plan and develop support program to serve the preventive and developmental needs of the school population and the special needs for some students.

Interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

ARTICLE IX – REDUCTION IN FORCE

ARTICLE IX, SECTION 1: PROCEDURES

In the event of a necessity to modify the program or reduce the services of the Port Angeles School District the following implementation procedures shall take effect:

- A. A modified program shall be determined with consideration given to the following guidelines:
 1. The effect upon the students in the classroom is of the highest priority; therefore, the first consideration shall be that the program to be retained shall attempt to minimize the consequences upon the students.
 2. Health and Safety standards will be maintained.
 3. Priority will be given to those instructional materials and supplies which are determined by building administrators, in consultation with classroom teachers, to be necessary for fulfilling classroom objectives.
 4. The advice and consultation of the Association shall be requested concerning possible program and service modification.
- B. The Superintendent, only after program and service modifications have been determined, shall utilize the following criteria to prepare a tentative list of personnel to be terminated.

1. Determine, as of that point in time, the total number of certificated staff leaving the District for reasons of retirement, normal resignation or discharge or non-renewal for reasons other than insufficient financial resources. Teachers on special assignment (TOSAs) and curriculum coaching positions not paid out of categorical funding sources will be the first positions RIF'd if needed.
2. Determine the program staffing needs by level in three categories: Elementary, Middle School, and High School.
3. Apply, consistent with program considerations, seniority as the basic criteria in determining those staff members to be retained at the Elementary, Middle School and High School.
4. Certificated personnel will be assigned to teaching positions only if they have had:

- (a) Actual full-time experience of at least one full school year within the previous five (5) school years, including the present school year, in the position and at the level (K-6 or 7-12) being considered for assignment, or
- (b) Specific training of at least a college accredited minor or a minimum of fifteen (15) upper level credits in the subject matter areas being considered for assignment.

Employees will only be considered for additional categories under this paragraph if they do not qualify for retention in the category under subsection B.2. that they held at the time of implementation of those procedures. In order that an employee be considered for additional categories, the employee must submit a request for such consideration and verification of facts allowing for such consideration within five (5) school days after any request for such information is made by the Superintendent.

5. Seniority shall be based on the current school year's S-275 report to OSPI for years of service credited by the State, excluding out-of-state experience.
 - (a) If ties exist among employees with identical seniority, the next factor shall be preparation, which shall be determined by the total number of credits, applicable to the salary schedule, obtained beyond the Bachelor's Degree. The total number of credits shall be based upon course work completed and recorded in the District's personnel office by October 1 of the current school year, except that credits earned through staff development by February 1 of the current school year shall also apply.
 - (b) If ties exist among employees under the above provisions, the length of service in- District shall be the next factor.
 - (c) If, after the foregoing, ties continue to exist, selection shall be determined by evaluation and then by coin-toss. The drawing shall be conducted by an appointed neutral observer.

- C. Upon the recommendation of the Superintendent, the Board of Directors will make the final decision on the list of positions to be eliminated by the District in an open meeting.

- D. The District shall prepare a list, consistent with Section B, of proposed assignments of employees to the elementary level, to the middle school level, to the high school level, to a supportive staff position, to a special education position, and to a principal or an assistant principal position. The Association will be provided with a copy of this list upon its completion. The Association shall have seven (7) school days after receipt of this list to recommend modifications of this list.
- E. Legal notices will be sent within ten (10) days following the open meeting informing those individuals who may be released that there is probable cause for non-renewal of their contracts.
- F. Any staff member who has received a notice of probable cause for non-renewal as a result of the implementation of this policy shall be granted, upon request, a one year leave of absence and shall retain those employment conditions set forth in the District policy relating to Unpaid Leaves of Absence. Acceptance of a leave of absence shall not constitute a waiver of the right of appeal by the staff member.
- G. The District will establish a preferred hiring pool consisting of certificated staff members whose employment status is, as a result of the implementation of this policy, termination or leave of absence. Staff members will be reemployed as vacancies occur in reverse order of their placement in the employment pool.
- H. When a vacancy occurs for which any person in the employment pool qualifies, notification from the District to such an individual will be by registered mail to the address that is currently on file in the District. Such an individual shall have ten (10) calendar days from the receipt of the letter to accept the position.
- I. Staff members whose names are in the employment pool will be given, upon request, preferred consideration in the District's day-to-day employment of substitute teachers.
- J. The individual employee shall remain in the employment pool, provided that that employee shall have, in writing, notified the Superintendent of their intent to remain in the pool by April 1 of each year.
- K. While in the employment pool, a certificated employee may at the employee's option, be continued in any medical insurance program of the District provided the employee reimburses the District the cost of the program by the first of the month preceding the required payment. This provision shall be effective for a maximum of two years in the employment pool.
- L. In lieu of implementing the above procedures, the District can avoid those procedures if employees are RIF'd in the following order after #1 is followed:
 - 1. No replacement contract employee shall be rehired;
 - 2. Provisional contract employees are first to be RIF'd; then
 - 3. Continuing contract employees are second to be RIF'd.

For these alternative RIF procedures to apply, employees must be RIF'd by seniority of employees within classification 2 and 3, above. Ties shall be broken by in-district seniority, evaluation, and then coin-toss.

ARTICLE X – ECONOMIC PROVISION

ARTICLE X, SECTION 1: GENERAL PROVISIONS – ALL EMPLOYEES

The employer agrees that all employees will be correctly placed on the salary schedule. The employer agrees that the past practice of awarding experience increment and education increment shall be continued for the duration of this agreement, except when specifically altered by the terms of this agreement or by State Law, State Board Rules and Regulations or State Superintendent Rules and Regulations. The employer agrees that increments for experience, education, Master's and Doctorate degree will be in accordance with the index shown on the salary schedule.

ARTICLE X, SECTION 2: INSURANCE BENEFITS

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability:

1. Qualified employees who are anticipated to work a minimum of 630 hours during the year.
2. Open enrollment period will be determined by SEBB each year.
3. Employees are responsible for enrolling online or with forms provided by SEBB.

B. Benefits:

1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance
2. Employees may select a carrier approved by SEBB in the county in which they reside

C. Premiums:

1. The district shall pay their portion of the employee premium as established by SEBB.
2. Employees will be responsible for their portion of the premium.
3. Any additional premium surcharges will be paid by the employee.

ARTICLE X, SECTION 3: SALARY PAYMENT METHOD

Paydays shall be on or before the fifth day following the first month of employment and on or before the fifth day of each succeeding calendar month until the total contracted salary has been paid.

A. Except for short-term substitutes, employees will be paid in twelve (12) monthly installments. Warrants will be issued to employees on the last business day of each calendar month.

B. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected as promptly as possible, with due consideration given to avoiding employee hardships. Employees who receive an overpayment by the District will have the following options for repayment.

1. Lump sum repayment.
2. Equal payments to be completed by the end of the school year.
3. Equal payments spread over one year.

If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final pay warrant.

Repayment will begin in the warrant following individual notification that such repayment is necessary. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only for the present year. Prior year's placement errors will be adjusted only if such error is brought to the attention of the Human Resources department of the District prior to October 1 of the present year.

- C. An employee who is leaving the District shall be paid compensation for which the employee is eligible without undue delay. The deferred payroll system makes it necessary for an employee to furnish the Human Resources office with a written resignation no later than May 15 in order to receive full payment in June.
- D. Payroll warrants will provide a specific breakdown of all deductions made from the gross salary amount; the current accumulated sick, injury, and emergency leave; and the amount of sick and emergency leave used during the previous pay period.

ARTICLE X. SECTION 4: INDIVIDUAL CONTRACTS

The employer shall provide such employee a contract (see appendix) indicating the basic assignment in conformity with Washington State Law, State Board of Education Regulations and this Agreement. Should this contract be terminated prior to its completion the employee shall receive a total salary which bears the same ratio to the whole salary specified herein as the number of days actually worked bears to the total number of actual contracted days.

A request by the employee for a release from the contract after July 1 preceding the commencement of the school term shall be granted only at the discretion of the Board of Directors.

Length of Contract: The length of the regular employee basic contract shall be one hundred eighty (180) days or such other number as the State fully funds. For each contract year, this includes 180 student days or such other number as the State requires at the elementary, middle and high school levels.

The day before Thanksgiving and the last day of the year shall each be a half day for students as long as the district is compliant with the state's requirement for the minimum number of student contact hours. One half-day may be worked at the employee's discretion for planning and preparation during the month of November, in lieu of working one half-day on the day before Thanksgiving. One half-day may also be worked at the employee's discretion for planning and preparation in the month of June, prior to the last day of school, in lieu of working one half-day on the last day of the school year.

PAEA and the District shall meet a minimum of two weeks in advance of the district and building directed collaborative days to address the plan. The plan will use the guidelines of effective adult learning including scheduled time for personal and team reflection, application, and discussion of the learning.

The Professional Development System Council and the Professional Development Coordinators will gather input from the staff to inform the district and building directed collaborative day planning. For the purpose

of oversight, PAEA and the District shall meet a minimum of two weeks in advance of the district and building directed collaborative days to address the plan. The plan will use the guidelines of effective adult learning including scheduled time for personal and team reflection, application, and discussion of the learning.

The Port Angeles Education Association and the District recognize the importance of long-range planning to meet the curriculum and staff development requirements of educational reform. The Association and District agree that the continued professional growth of certificated employees is important to the educational programs of the District. To support these activities, employees will have additional days for curriculum enhancement and professional development. Four (4) District/State Collaborative Days and two (2) Optional Days shall be paid at the per diem rate to each employee, each year, for the duration of this agreement.

The Association and District have a mutual interest in collaboration. The time should be relevant to the classroom, meet the needs of all stakeholders and be valuable in supporting teachers and instruction. There is a commitment to mutual planning and prioritizing teacher input for the use of collaborative time.

PAEA and the District recognize that specialists or other groups could have accommodations made by prior conference with the principal and/or facilitating administrator and the association.

The use of the Collaborative Days will be organized at the building and/or district level in support of district program focus as outlined in the Continuous School Improvement Plan. The purpose is for teachers to work together collaboratively in developing the instructional plan.

Careful consideration will be given to how two of the four Collaboration Days before the first day of instruction is used, with specific consideration given to:

- Sufficient time will be given for employees to complete mandatory Vector Solutions training.
- Time to collaborate on start-up activities during the first three weeks of school.
- Review schedules for specialists.
- Time to discuss the needs of incoming students.
- Time to collaborate in departments and grade levels to plan instruction based on assessment data and previously created goals.

The employee shall verify attendance at completion of each per diem Collaborative Day by signing the building attendance form. Failure to sign in will result in payroll deduction for each day not attended unless paid leave is granted consistent with Article VI, Sections 1, 3, 4, 5, 6 or 11. Employees are not eligible to use Discretionary Leave on Collaborative Days. Employees who are absent and use leave on Collaborative Days will meet with their supervisor upon return to ensure that important materials and information are received. All building attendance forms must be received not later than the last day of June.

One-half (0.5) day for summer curriculum work, paid at per diem rate, for K-6 core teachers, and 7-12 math, and ELA Title or LAP teachers, will be made available if there is additional Title I and LAP funding after basic program needs are met.

In the event that supplemental program funding from the state is reduced and/or the maintenance or operations levy does not pass, the District and the Association agree to meet to consult regarding the continuance of any supplemental contract provisions. If the agreement is not reached by both parties in a timely manner, the District is not obligated to continue contract provisions supported through

applicable funding.

ARTICLE X. SECTION 5: SUPPLEMENTAL CONTRACTS

There shall be a Supplemental Contract for the specified extra-curricular and supplemental assignments as herein provided. Appointments to extra-curricular, special and supplemental assignments shall be for one (1) year and shall be consistent with statutory and regulatory provisions.

The employer agrees to notify employees, in writing, of appointments for the following year prior to the close of the current school year whenever possible.

Only supplemental contracts listed in the collective bargaining agreement shall be offered unless the pay is first bargained with the Association.

The District and Association agree to grandfather the .02 special education incentive index for all certificated special education staff that were on contract as special education teachers with the Port Angeles School District prior to the 03-04 contract year. Under this agreement the .02 incentive would also be applied when the certificated staff member is returning to a special education assignment, provided that the certificated staff member was previously contracted (prior to the 03-04 program year) as a special education teacher in the Port Angeles School District.

The District supports the National Board Certification Process and will provide for the flow through of all of the state appropriations designated for the compensation of those certificated employees receiving National Certification.

When an ESA has achieved national certification in their respective field, the ESA will receive an annual stipend of \$2000 provided that the State continues to fund National Board stipends for certificated instructional staff. School counselors are excluded from this provision because they are eligible for National Board stipends funded by the State.

The District supports College in the High School courses and will provide for the flow-through of all appropriations by the participating university designated for the compensation of those certificated employees teaching the courses.

Similar to the traditional Department Chair positions at the high school level, seven (7) positions at each elementary school and at the middle school shall be established. These positions shall be determined at the discretion of the building principal.

Supplemental assignments will be reassessed when vacated and will be reevaluated annually by the Association and the District.

Overnight field trip coverage

Employees who participate in overnight school sponsored student field trips will be compensated at the rate of \$225.00 per night. Employees may choose to receive one (1) Discretionary Day in lieu of the \$225 stipend. Eligibility of this stipend (or Discretionary Day) will be limited to curricular-based activities not already compensated through a stipend located on the activity stipend index. Only employees chaperoning in their capacities as certificated members are eligible for this stipend or Discretionary Day

Professional Development Stipend

Employees will receive, as direct compensation, \$650.00 per employee, with a supplemental contract indicating it is for professional development. Half will be paid in February and the other half will be paid in August.

ARTICLE X, SECTION 6: CURRICULUM CONTRACTS

Flat Rate

A flat rate of pay of 0.077% of the base salary (BA-0) on the certificated salary schedule per hour will be paid for the following activities outside the contract day with building administration/program director pre-approval: 1) preparation for and participation in meetings of District-approved committees; 2) optional training and events; 3) curriculum development and CTE Frameworks; and 4) advisory meetings and tasks requested by building administrators related to audits and inspections. Activities compensated by a stipend on the activity index are excluded.

Staff Development Salary Rates

The following rates apply when certificated staff of Port Angeles School District teach staff development offerings at the invitation of the Staff Development Committee, building or district administration.

Definition: Instructor of Record

This is the certificated Port Angeles School District staff person designated on clock-hour or credit applications as the instructor of the course, whether or not they provide all of the instruction. This does not include Instructional Coaches.

The first time the Instructor of Record teaches a course s/he receives the current negotiated hourly flat rateX 3.

The second and subsequent time(s) the Instructor of Record teaches a course of substantially the same content, they receive the current negotiated hourly flat rateX 2.

When responsibility for instruction is shared by a team of two teachers, regardless of whether they have or have not offered the course before, they will both be shown as Instructors of Record and split the current negotiated hourly flat rateX 3.

When the Instructor of Record engages an assistant, outside consultant, guest presenter, and/or otherwise delegates a share of the teaching responsibility to another, the instructor alone is responsible for negotiating and paying fair compensation for that service.

Following completion of the course, each Instructor of Record must turn in a timesheet (Form SD: 2).

(Presenters from outside the Port Angeles School District serving as Instructors of Record must submit course proposals to the Staff Development Committee or curriculum administrator for approval, and sign Personal Services Contracts with the District.)

Certified Port Angeles School District staff who serve as instructors of record during an in- service day will receive planning stipends of \$150 (6 hours)/\$75 (3 hours or less).

ARTICLE X, SECTION 7: CURRICULUM COMMITTEE MEMBER SELECTION

All curriculum committee members shall include PAEA members. Each school building shall have a representative and effort will be made to obtain a vertical representation of the relevant grade levels and special education teachers will be represented as recommended by the Special Education Committee. Present members of said committees shall continue from year-to-year if they choose to remain on the committee, unless they move to a position/building which no longer meets the goal of balanced representation.

Selection of new members will be determined by the committee chairperson in consultation with the committee. While all impacted employees will not be members of the committee, any employees who will be impacted by a new curriculum adoption will have the opportunity to give input on the selection prior to a final recommendation being made.

ARTICLE X, SECTION 8: TRAVEL

Employees utilizing their private automobile for district required travel on arranged or required school business shall be compensated at the established mileage rate.

ARTICLE X, SECTION 9: PAYROLL DEDUCTIONS

All salaries are subject to payroll deductions for:

1. Washington State Teachers Retirement System
2. IRS Withholding Tax
3. FICA
4. Absence not provided for by leaves (computed at per diem based on the employee's annual salary for each day's absence).
5. Industrial Insurance

The following deductions may be made if authorized by the individual:

1. Additional withholding tax
2. Approved medical plans
3. Salary insurance
4. Tax-sheltered annuity programs endorsed by the Washington Education Association
5. Payments to School Employees Credit Union or Washington Credit Union
6. Organizational dues

ARTICLE X, SECTION 10: OPTIONAL DAYS

In recognition of work needing to be done outside of the school day, the district will provide two (2) optional days paid at per diem rate. These days would allow employees to be paid for work outside the contract day/year such as preparation for the start of the year, preparing for transition between semesters, preparing progress reports and report cards, and team collaboration. Optional Days can be worked from August 15th through June 30th of each school-year.

Additionally, for the duration of this agreement only, if the district-wide regionalization experience factor

(currently 4%) is eliminated by the state legislature and the District's state-funded salary rate for certificated instructional staff falls below the previous year's rate, not including funding decreases due to declining enrollment or other factors in the funding formula, the two (2) optional days will be eliminated in the school years that are impacted, if any.

ARTICLE X, SECTION 11: INSTRUCTIONAL SUPPLIES

Buildings will make every effort to purchase classroom supplies in bulk and make them available to certificated staff. When additional supplies are needed, each K-8 certificated employee, with the exception of school nurses, will receive \$150 per year for their needs. Itinerant certificated staff will receive the allocation from their evaluating administrator.

ARTICLE XI – GRIEVANCE PROCEDURE

A grievance is an alleged violation of terms and/or provisions of this Agreement.

A grievant shall mean an individual, a group of individuals, and/or the Association.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

PROCEDURE FOR PROCESSING GRIEVANCES

Immediate Supervisor

The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

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

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

Superintendent

If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, the Superintendent, or a designated representative, within seven (7) working days of receipt of the decision

rendered in Step I.

The Superintendent or a designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step II Appeal. The purpose of this meeting shall be to affect a resolution of the grievance.

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

Arbitration

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

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

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

Jurisdiction of Arbitrator

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following and this agreement shall be construed such that no contractual rights are intended that would impact any of the following decisions:

1. The termination of services of or failure to re-employ any provisional employee.
2. The termination of services or failure to re-employ any employee to a position on the supplemental salary schedule.
3. Any matter involving employee evaluation, provided that Evaluation Procedure Article VIII, Section 2 shall be subject to the arbitrator's review.
4. Any matter involving employee probation procedures, discharge, non-renewal, adverse effect or reduction in force.

Time Limits

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

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

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

Accelerated Grievance Filing

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

Reprisals

No reprisal of any kind will be taken by the Employer against any employee because of their participation in any grievance.

Costs

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

ARTICLE XII-SCOPE OF AGREEMENT

ARTICLE XII. SECTION 1: SAVINGS CLAUSE

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory resolution for such provisions.

ARTICLE XII. SECTION 2: DISTRIBUTION OF AGREEMENT

Within thirty (30) days following ratification and signing of this Agreement, the employer shall post the Agreement on the District website. All employees new to the District shall be provided a copy of the Agreement by the employer upon issuance of their individual contract. The costs of printing and distributing this Agreement shall be paid by the employer. The style and format of printing of the Agreement shall be agreed upon between the employer and the Association.

ARTICLE XII. SECTION 3: AGREEMENT ADMINISTRATION

The Superintendent or a designee shall meet monthly with representatives of the Port Angeles Education Association to confer on matters of mutual concern. Dates for the meeting shall be arranged by mutual consent. Matters discussed at this meeting may be presented to a regular monthly meeting of the Board of Directors.

ARTICLE XII. SECTION 4: SCOPE OF AGREEMENT

This Agreement constitutes the negotiated agreements between the Employer and the Association

ARTICLE XIII – DURATION CLAUSE

- A. This agreement shall be effective September 1, 2026, and shall continue in effect until August 31, 2029.
- B. Salary Enhancements:
- 2026-2027 State inflationary rate for salary (IPD) 2.6% plus an additional 1.5% added to each cell of the salary schedule.
 - 2027-2028 State inflationary rate for salary (IPD) added to each cell of the salary schedule, plus an additional 2.0% added to each cell of the salary schedule.
 - 2028-2029 State inflationary rate for salary (IPD) added to each cell of the salary schedule, plus an additional 1.8% added to each cell of the salary schedule.



FOR THE PORT ANGELES EDUCATION
ASSOCIATION

9/25/2026

DATE



FOR THE PORT ANGELES SCHOOL
DISTRICT

9/25/2026

DATE

and supersedes any previous agreements or understandings between the parties which are contrary to or inconsistent with this Agreement.

ARTICLE XII, SECTION 5: MANAGEMENT RIGHTS

All rights, duties, and functions of management shall remain exclusively within the control of the District except as limited by this Agreement and the Employer's responsibility to bargain in good faith wages, hours, and terms and conditions of employment as defined in R.C.W. 41.59.

ARTICLE XII, SECTION 6: CONTRACT COMPLIANCE

Individual contracts between the District and an individual employee shall be subject to and consistent with Washington State Law and with the terms of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of the agreements between the Employee and the Association. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration, shall be controlling.

ARTICLE XII, SECTION 7: SUPPLEMENTAL AGREEMENT

A. This Agreement may be amended through Supplemental Agreements. The parties agree that the Supplemental Agreement clause shall be used for the purpose of maintenance of contract matters.

B. Supplemental Agreements may be completed through negotiations between the two parties at any time during the life of the Agreement. With any contract item, should either party desire to negotiate a matter of this kind, it shall notify the other party in writing of its desire to negotiate and such negotiation will commence within fifteen (15) working days of the request.

C. Supplemental Agreements shall immediately, upon ratification, become a part of the larger Agreement and subject to all of its provisions.

Port Angeles Education Association Salary Schedule (2026-2027)

Step	Compensation Type	Education						
		BA-0	BA-15	BA-30	BA-45	BA-90 MA-0	MA-45	MA-90
0	Base	\$59,345	\$60,610	\$62,503	\$64,397	\$70,711	\$73,866	\$77,278
	Supplemental Days (4)	\$1,319	\$1,347	\$1,390	\$1,431	\$1,572	\$1,641	\$1,717
	Optional Days (2)	\$659	\$673	\$694	\$716	\$786	\$821	\$859
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$61,973	\$63,280	\$65,237	\$67,194	\$73,719	\$76,978	\$80,504
1	Base	\$60,610	\$61,872	\$63,765	\$65,912	\$72,605	\$75,889	\$79,550
	Supplemental Days (4)	\$1,347	\$1,375	\$1,417	\$1,465	\$1,614	\$1,686	\$1,768
	Optional Days (2)	\$673	\$687	\$709	\$732	\$807	\$843	\$884
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$63,280	\$64,584	\$66,541	\$68,759	\$75,676	\$79,068	\$82,852
2	Base	\$61,872	\$63,135	\$65,027	\$67,429	\$74,498	\$77,907	\$81,823
	Supplemental Days (4)	\$1,375	\$1,403	\$1,445	\$1,498	\$1,656	\$1,732	\$1,819
	Optional Days (2)	\$687	\$701	\$723	\$749	\$828	\$866	\$909
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$64,584	\$65,889	\$67,845	\$70,326	\$77,632	\$81,155	\$85,201
3	Base	\$63,135	\$64,397	\$66,292	\$68,941	\$76,392	\$79,929	\$84,096
	Supplemental Days (4)	\$1,403	\$1,431	\$1,474	\$1,532	\$1,698	\$1,777	\$1,869
	Optional Days (2)	\$701	\$716	\$737	\$766	\$849	\$888	\$934
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$65,889	\$67,194	\$69,153	\$71,889	\$79,589	\$83,244	\$87,549
4	Base	\$64,397	\$65,659	\$67,554	\$70,458	\$78,286	\$81,946	\$86,369
	Supplemental Days (4)	\$1,431	\$1,458	\$1,501	\$1,566	\$1,740	\$1,822	\$1,920
	Optional Days (2)	\$716	\$730	\$751	\$783	\$870	\$911	\$960
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$67,194	\$68,497	\$70,456	\$73,457	\$81,546	\$85,329	\$89,899
5	Base	\$65,659	\$66,924	\$68,816	\$71,975	\$80,183	\$83,969	\$88,641
	Supplemental Days	\$1,458	\$1,488	\$1,529	\$1,599	\$1,782	\$1,867	\$1,970
	Optional Days	\$730	\$744	\$765	\$800	\$891	\$933	\$985
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$68,497	\$69,806	\$71,760	\$75,024	\$83,506	\$87,419	\$92,246
6	Base	\$66,924	\$68,187	\$70,079	\$73,488	\$82,075	\$85,990	\$90,916
	Supplemental Days (4)	\$1,488	\$1,516	\$1,556	\$1,632	\$1,824	\$1,911	\$2,020
	Optional Days (2)	\$744	\$758	\$779	\$817	\$912	\$955	\$1,010
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$69,806	\$71,111	\$73,064	\$76,587	\$85,461	\$89,506	\$94,596
7	Base	\$68,187	\$69,447	\$71,343	\$75,005	\$83,969	\$88,011	\$93,186
	Supplemental Days (4)	\$1,516	\$1,543	\$1,585	\$1,667	\$1,867	\$1,956	\$2,072
	Optional Days (2)	\$758	\$772	\$793	\$833	\$933	\$978	\$1,035
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$71,111	\$72,412	\$74,371	\$78,155	\$87,419	\$91,595	\$96,943
8	Base	\$69,447	\$70,711	\$72,605	\$76,518	\$85,864	\$90,029	\$95,461
	Supplemental Days (4)	\$1,543	\$1,572	\$1,614	\$1,701	\$1,908	\$2,001	\$2,122
	Optional Days (2)	\$772	\$786	\$807	\$850	\$954	\$1,000	\$1,061
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$73,719	\$75,676	\$79,719	\$89,376	\$93,680	\$99,294

Port Angeles Education Association Salary Schedule (2026-2027)

Step	Compensation Type	Education						
		BA-0	BA-15	BA-30	BA-45	BA-90 MA-0	MA-45	MA-90
9	Base	\$69,447	\$71,975	\$73,866	\$78,032	\$87,756	\$92,049	\$97,732
	Supplemental Days (4)	\$1,543	\$1,599	\$1,641	\$1,734	\$1,951	\$2,046	\$2,172
	Optional Days (2)	\$772	\$800	\$821	\$867	\$975	\$1,023	\$1,086
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$76,978	\$81,283	\$91,332	\$95,768	\$101,640
10	Base	\$69,447	\$71,975	\$75,130	\$79,550	\$89,652	\$94,071	\$100,006
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,768	\$1,992	\$2,090	\$2,223
	Optional Days (2)	\$772	\$800	\$835	\$884	\$996	\$1,045	\$1,111
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$82,852	\$93,290	\$97,856	\$103,990
11	Base	\$69,447	\$71,975	\$75,130	\$81,065	\$91,546	\$96,090	\$102,278
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,801	\$2,035	\$2,135	\$2,273
	Optional Days (2)	\$772	\$800	\$835	\$901	\$1,017	\$1,068	\$1,136
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$84,417	\$95,248	\$99,943	\$106,337
12	Base	\$69,447	\$71,975	\$75,130	\$82,580	\$93,437	\$98,113	\$104,551
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,835	\$2,077	\$2,180	\$2,322
	Optional Days (2)	\$772	\$800	\$835	\$918	\$1,038	\$1,090	\$1,162
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$85,983	\$97,202	\$102,033	\$108,685
13	Base	\$69,447	\$71,975	\$75,130	\$82,580	\$95,334	\$100,131	\$106,823
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,835	\$2,118	\$2,225	\$2,375
	Optional Days (2)	\$772	\$800	\$835	\$918	\$1,059	\$1,113	\$1,187
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$85,983	\$99,161	\$104,119	\$111,035
14	Base	\$69,447	\$71,975	\$75,130	\$82,580	\$97,226	\$102,152	\$109,096
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,835	\$2,161	\$2,269	\$2,424
	Optional Days (2)	\$772	\$800	\$835	\$918	\$1,080	\$1,135	\$1,212
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$85,983	\$101,117	\$106,206	\$113,382
15	Base	\$69,447	\$71,975	\$75,130	\$82,580	\$99,123	\$104,171	\$111,369
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,835	\$2,203	\$2,314	\$2,474
	Optional Days (2)	\$772	\$800	\$835	\$918	\$1,101	\$1,157	\$1,237
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$85,983	\$103,077	\$108,292	\$115,730
16-19	Base	\$69,447	\$71,975	\$75,130	\$82,580	\$101,014	\$106,193	\$113,642
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,835	\$2,245	\$2,360	\$2,525
	Optional Days (2)	\$772	\$800	\$835	\$918	\$1,122	\$1,180	\$1,263
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$85,983	\$105,031	\$110,383	\$118,080
20+	Base	\$69,447	\$71,975	\$75,130	\$85,059	\$104,045	\$109,381	\$117,051
	Supplemental Days (4)	\$1,543	\$1,599	\$1,670	\$1,889	\$2,312	\$2,431	\$2,601
	Optional Days (2)	\$772	\$800	\$835	\$945	\$1,156	\$1,215	\$1,301
	Professional Dev. Stipend	\$650	\$650	\$650	\$650	\$650	\$650	\$650
	Total	\$72,412	\$75,024	\$78,285	\$88,543	\$108,163	\$113,677	\$121,603

As used in this subsection, the column headings "BA + (N)" refer to the number of credits earned since receiving the baccalaureate degree.

For credits earned after the baccalaureate degree but before the master's degree, any credits in excess of forty-five credits may be counted after the master's degree. Thus, as used in this subsection, the column headings "MA + (N)" refer to the total of:

- (a) Credits earned since receiving the master's degree; and
- (b) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the master's degree.

For the purposes of this section:

- (a) "BA" means a baccalaureate degree.
- (b) "MA" means a master's degree.
- (c) "PHD" means a doctorate degree.
- (d) "Years of service" shall be calculated under the same rules adopted by the superintendent of public instruction.
- (e) "Credits" means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023.

No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the state salary allocation schedule and LEAP documents referenced in this act, or any replacement schedules and documents, unless:

- (a) The employee has a master's degree; or
- (b) The credits were used in generating state salary allocations before January 1, 1992.



CERTIFICATED EMPLOYEES INDEX

<u>SUPPORT SERVICE</u>	<u>Senior High Day*</u>	<u>Middle School Day*</u>	<u>Elem. & Other Day</u>
Supplemental Contracts			
Librarian	5	5	
Counselor	8	10	
Psychologist			5
	<u>Senior High Index</u>	<u>Middle School Index</u>	<u>Elem. & Other Index</u>
<u>INSTRUCTION</u>			
Classroom Teacher			
Extra Class	.17	.20	
Special Ed. Teacher **			
Home Science Teacher			
Department Chair	X	.02	.02
5-15 Sec 1-3 FTE	.02		
16-25 Sec 3.2-5 FTE	.03		
26-35 Sec 5.2-7 FTE	.04		
36- Sec 7.2- FTE	.05		
Head Teacher			.03
<u>CTE TEACHERS</u>			
Supplemental Contracts	5 days		
* All supplemental contracts beyond the 180-day base will be subject to annual review and approval by the Superintendent and Board of Directors. ** Includes an incentive index of .02 for special education certificated staff who were special ed. contracted prior to the 2003-04 program year.			
<u>SUPPLEMENTAL CONTRACTS EXTRA DAY FACTORS</u>			
Daily Factor = -.0055			
Supplemental Contract Index = (.0055) X (Extension in Days)			
Daily Factor = -.0008			
Supplemental Contract Index = (.0008) X (Extension in Hours)			

Agreement between PAEA and PASD
September 1, 2026 through August 31, 2029

SUPPLEMENTAL ACTIVITY INDEX		1.0 = 0.0073 of the BA-0 salary*											
ACTIVITY	Yrs. Exp	SENIOR HIGH				MIDDLE SCHOOL				ELEMENTARY			
	in	1	2	3	4	1	2	3	4	1	2	3	4
BAND		6.50	7.00	7.50	8.00	4.50	5.00	5.50	6.00	2.90	3.00	3.50	4.00
(more than one school)		*	*	*	*	*	*	*	*	3.50	4.00	4.50	5.00
ORCHESTRA		6.50	7.00	7.50	8.00	4.50	5.00	5.50	6.00	2.90	3.00	3.50	4.00
(more than one school)		*	*	*	*	*	*	*	*	3.50	4.00	4.50	5.00
CHORUS		6.50	7.00	7.50	8.00	4.50	5.00	5.50	6.00	2.90	3.00	3.50	4.00
(more than one school)		*	*	*	*	*	*	*	*	3.50	4.00	4.50	5.00
MARCHING BAND		13.50	14.00	14.50	15.00	*	*	*	*	*	*	*	*
PEP BAND		6.00	6.50	7.00	7.50	*	*	*	*	*	*	*	*
VOCAL UNLIMITED		6.00	6.50	7.00	7.50	*	*	*	*	*	*	*	*
STAGE/JAZZ BAND		6.00	6.50	7.00	7.50	4.00	4.50	5.00	5.50	*	*	*	*
CHAMBER ORCHESTRA		6.50	7.00	7.50	8.00	*	*	*	*	*	*	*	*
BELLA VOCE		6.00	6.50	7.00	7.50	*	*	*	*	*	*	*	*
ANNUAL		4.50	5.00	5.50	6.00	2.50	3.00	3.50	4.00	*	*	*	*
DRAMATICS		8.50	9.50	10.50	11.50	2.50	3.00	3.50	4.00	*	*	*	*
DEBATE/FORENSICS		8.50	9.50	10.50	11.50	2.50	3.00	3.50	4.00	*	*	*	*
ASST DEBATE/FORENSICS		7.00	8.00	9.00	10.00	*	*	*	*	*	*	*	*
DECA ADVISOR		4.50	5.00	5.50	6.00	*	*	*	*	*	*	*	*
FBIA CO-ADVISOR		4.50	5.00	5.50	6.00	*	*	*	*	*	*	*	*
HD KNOWLEDGE BOWL COACH		5.00	5.50	6.00	6.50	*	*	*	*	*	*	*	*
ASST KNOWLEDGE BOWL COACH		3.50	4.00	4.50	5.00	*	*	*	*	*	*	*	*
NEWSPAPER		4.50	5.00	5.50	6.00	2.50	3.00	3.50	4.00	*	*	*	*
TECH COORDINATOR		3.50	4.00	4.50	5.00	3.50	4.00	4.50	5.00	3.50	4.00	4.50	5.00
YOUNG WRITERS		*	*	*	*	*	*	*	*	1.00	1.50	2.00	2.50
HISTORY DAY		1.00	1.50	2.00	2.50	1.00	1.50	2.00	2.50	*	*	*	*
HONOR SOCIETY		1.00	1.50	2.00	2.50	2.50	3.00	3.50	4.00	*	*	*	*
NATURAL HELPERS		4.50	5.00	5.50	6.00	2.50	3.00	3.50	4.00	*	*	*	*
PEER MEDIATION		4.50	5.00	5.50	6.00	*	*	*	*	*	*	*	*
RIDER CREW		3.50	4.00	4.50	5.00	*	*	*	*	*	*	*	*
CLUB PRIDE		*	*	*	*	2.50	3.00	3.50	4.00	*	*	*	*
COMMITTEE MEMBERS (Curriculum/Assessment)		2.00	2.50	3.00	3.50	2.00	2.50	3.00	3.50	2.00	2.50	3.00	3.50
BACK TO SCHOOL NIGHT		0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30	0.30
CONCERT SUPERVISION		*	*	*	*	*	*	*	*	0.30	0.30	0.30	0.30
ESY/SP ED		PER DIEM											
ESY SUPERVISOR		PER DIEM											
6 th Grade Outdoor Education Chaperone		\$225 per night (timesheet)											
NJROTC DRILL TEAM (2)		9.00	10.50	12.00	13.50	3.00	3.50	4.00	4.50	*	*	*	*
ASB Leadership		13.5	14.0	14.5	15.0	*	*	*	*	*	*	*	*
TPEP MENTOR (2013-14 = 3.5 'step 2')		3.00	3.50	4.00	4.50	3.00	3.50	4.00	4.50	3.00	3.50	4.00	4.50
TPEP CADRE		2.00	2.50	3.00	3.50	2.00	2.50	3.00	3.50	2.00	2.50	3.00	3.50
CLASS ADVISOR GR. 12		*	*	*		*	*	*	*	*	*	*	*
CLASS ADVISOR GR. 12		*	*	*		*	*	*	*	*	*	*	*
CLASS ADVISOR GR.9		*	*	*		*	*	*	*	*	*	*	*
CLASS ADVISOR GR. 9		*	*	*		*	*	*	*	*	*	*	*
CLASS ADVISOR GR.10		*	*	*		*	*	*	*	*	*	*	*
CLASS ADVISOR GR.10		*	*	*		*	*	*	*	*	*	*	*
CLASS ADVISOR GR.11		*	*	*		*	*	*	*	*	*	*	*
CLASS ADVISOR GR.11		*	*	*		*	*	*	*	*	*	*	*
TSA						4.50	5.00	5.50	6.00				

PORT ANGELES SCHOOL DISTRICT NO. 121
Port Angeles, Washington

REGULATIONS PERTAINING TO SALARY SCHEDULE

I. Experience Requirements:

Credit for experience shall be consistent with the placement on the state's allocation model.

II. Education Requirements

- A. Credits for education shall be consistent with placement on the state's allocation model.
- B. Education credits must be earned prior to October 1 to be used in salary calculation for that year. All credits earned subsequent to October 1 will be assigned to the following academic year's salary calculation.
- C. Certificates, college transcripts and required letters of substantiation from authorities involved must reach the Superintendent's office by October 15 to be applied to salary placement for the year, unless the employee's contract becomes effective after the first day of school.

III. General Requirements

- A. All teachers and other certificated employees will be placed on the Teachers' Salary Schedule according to their qualifications of training and experience as they apply to these regulations.
- B. Payment for supplementary (extra-curricular) pay schedule which is based on the teachers' salary schedule.
- C. Supportive services shall be based on the schedule for these activities which is based on the teachers' salary schedule.
- D. All positions and assignments not covered by the teachers' continuing contract provisions such as supplementary activities, etc. and payment for same are subject to annual review, assignment and reassignment by the Superintendent, and are not to be considered a part of the teachers' continuing contract provisions.

**PORT ANGELES SCHOOL DISTRICT NO. 101
CERTIFICATED EMPLOYEE'S CONTINUING CONTRACT**

It is agreed by and between the Board of Directors of the Port Angeles School District ("the District") and _____ ("Employee") that Employee shall teach and/or perform other assigned services in the District for one year, which year shall include _____ days of service exclusive of holidays and vacation and shall commence on _____, 20__.

Assignments and Performance. The position of Employee shall be that of _____ with it being understood that Employee shall be subject to assignment, reassignment, or transfer by the Board of Directors of the District or its delegated administrative authority. All employment duties shall be performed by Employee in compliance with applicable federal, state, and local laws (including administrative rules and regulations), and applicable District policies and procedures. Employee affirms that he or she is not bound by any other contract which might interfere with performance of duties under this contract.

Compensation. Employee shall be entitled in return for his or her performance of employment duties to an annual salary of _____ Dollars (\$_____). Said salary shall be paid in 12 installments commencing on or about the first day of October, 20__, with successive installments payable on or about the same day of each succeeding calendar month. Employee agrees that entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the Employee's entitlement or misplacement on the salary schedule. The annual salary will hereafter be increased retroactive to the effective date of the contract (a) on the basis of subsequent Board action consistent with the collective bargaining agreement between the District and the Port Angeles Education Association and (b) on the basis of experience or education credits reported on the S-275 that result in Employee's advancement on the District's salary schedule.

Conditions to the Effectiveness of This Contract. This contract shall not become effective: (1) unless the Employee signs and returns the contract without modification to the District Superintendent's office on or before _____, 20__; (2) until successful completion of a criminal background and sexual misconduct check; and (3) until Employee registers with the District Superintendent's office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. In the event Employee fails to sign and return this contract without modification within the time specified above, the Employee shall be deemed to have waived any and all rights to employment by the District.

PORT ANGELES SCHOOL DISTRICT NO. EMPLOYEE
101

By: _____ By: _____
Superintendent

I certify that this contract had been duly authorized by the District's Board of Directors Who, by affixing his or her signature, hereby accepts the terms of this contract.

DATE: _____ DATE: _____

(Address)

(City/State/Zip)

**PORT ANGELES SCHOOL DISTRICT NO. 121
CERTIFICATED EMPLOYEE'S PROVISIONAL CONTRACT**

It is agreed by and between the Board of Directors of the Port Angeles School District ("the District") and _____ ("Employee") that Employee shall teach and/or perform other assigned services in the District for one year, which year shall include _____ days of service exclusive of holidays and vacation and shall commence on _____, 20__.

Assignments and Performance. The position of Employee shall be that of _____ with it being understood that Employee shall be subject to assignment, reassignment, or transfer by the Board of Directors of the District or its delegated administrative authority. All employment duties shall be performed by Employee in compliance with applicable federal, state, and local laws (including administrative rules and regulations), and applicable District policies and procedures. Employee affirms that he or she is not bound by any other contract which might interfere with performance of duties under this contract.

Compensation. Employee shall be entitled in return for his or her performance of employment duties to an annual salary of _____ Dollars (\$_____). Said salary shall be paid in 12 installments commencing on or about the first day of October, 20__, with successive installments payable on or about the same day of each succeeding calendar month. Employee's entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the Employee's entitlement. The annual salary will hereafter be increased retroactive to the effective date of the contract (a) on the basis of subsequent Board action consistent with the collective bargaining agreement between the District and the Port Angeles Education Association and (b) on the basis of experience or education credits reported on the S-275 that result in Employee's advancement on the District's salary schedule.

Conditions to the Effectiveness of This Contract. This contract shall not become effective: (1) unless the Employee signs and returns the contract without modification to the District Superintendent's office on or before _____, 20__; (2) until successful completion of a criminal background and sexual misconduct check; and (3) until Employee registers with the District Superintendent's office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. In the event Employee fails to sign and return this contract without modification within the time specified above, the Employee shall be deemed to have waived any and all rights to employment by the District.

Provisional Status. It is understood and agreed that the provisions of RCW 28A.405.220 are applicable to this contract. This contract is not subject to the continuing contract law, RCW 28A.405.210.

BY ORDER OF THE BOARD OF DIRECTORS

Provisional Employee's Signature

Superintendent - Secretary of Board

_____, _____ Date Signed

Issued: _____

Contracts are issued in duplicate. Sign and return the original to the Superintendent's Office.
Superintendent's Office.

**PORT ANGELES SCHOOL DISTRICT NO. 121
CERTIFICATED EMPLOYEE'S NONCONTINUING CONTRACT**

It is agreed by and between the Board of Directors of the Port Angeles School District ("the District") and _____ ("Employee") that Employee shall teach and/or perform other assigned services in the District for one year, which year shall include _____ days of service exclusive of holidays and vacation and shall commence on _____, 20__.

Assignments and Performance. The position of Employee shall be that of _____ with it being understood that Employee shall be subject to assignment, reassignment, or transfer by the Board of Directors of the District or its delegated administrative authority. All employment duties shall be performed by Employee in compliance with applicable federal, state, and local laws (including administrative rules and regulations), and applicable District policies and procedures. Employee affirms that he or she is not bound by any other contract which might interfere with performance of duties under this contract.

Compensation. Employee shall be entitled in return for his or her performance of employment duties to an annual salary of _____ Dollars (\$ _____). Said salary shall be paid in 12 installments commencing on or about the first day of October, 20__, with successive installments payable on or about the same day of each succeeding calendar month. Employee's entitlement to the foregoing salary shall be subject to adjustment by the District as necessary to reflect underpayments or overpayments due to clerical or other errors in the computation of the Employee's entitlement. The annual salary will hereafter be increased retroactive to the effective date of the contract (a) on the basis of subsequent Board action consistent with the collective bargaining agreement between the District and the Port Angeles Education Association and (b) on the basis of experience or education credits reported on the S-275 that result in Employee's advancement on the District's salary schedule.

Conditions to the Effectiveness of This Contract. This contract shall not become effective: (1) unless the Employee signs and returns the contract without modification to the District Superintendent's office on or before _____, 20__; (2) until successful completion of a criminal background and sexual misconduct check; and (3) until Employee registers with the District Superintendent's office (a) a valid teaching or other certificate required by law as a condition to Employee's performance of his or her employment duties pursuant to this contract, (b) an official transcript of preparation, and (c) any other required credential. In the event Employee fails to sign and return this contract without modification within the time specified above, the Employee shall be deemed to have waived any and all rights to employment by the District.

Noncontinuing Contract Status. It is understood and agreed that Employee is employed pursuant to the provisions of RCW 28A.405.900 to replace an employee who has been granted a leave of absence by the District. In accordance with the provisions of RCW 28A.405.900, this contract shall expire automatically at the end of the contract term set forth herein. This contract is not subject to the continuing contract law, RCW 28A.405.210.

PORT ANGELES SCHOOL DISTRICT NO. 121

Employee

Who, by affixing his or her signature,
accepts the terms of this
contract.

Date

Superintendent

I certify that this contract had been duly authorized hereby
by the District's Board of Directors.

PORT ANGELES SCHOOL DISTRICT NO. 121
Clallam County, Washington
Certificated Employment Contract for RETIRED* EMPLOYEE

NAME _____ SCHOOL YEAR _____

Certificate No. _____

It is hereby agreed by and between the Board of Directors of Port Angeles School District No. 121, Clallam County, State of Washington, hereinafter called the "District", and the employee whose name appears above, hereinafter called the "Employee", that in accordance with action of the Board of Directors of said District as found in the minutes of the meeting held on or after _____, said Employee shall teach and/or perform other assigned professional services in the Public Schools of said District and perform such duties as are prescribed by the Laws of the State of Washington and by rules and regulations made thereunder pertaining to said District, for one year, which shall include _____ days of, exclusive of holidays and vacations. The position of said Employee shall be that of _____ with it being understood that said Employee shall be subject to assignment, reassignment, or transfer by the Board of Directors of the District or its delegated administrative authority. Provided that said Employee shall be subject to assignment, reassignment and transfer only to duties that the Employee is qualified to perform by virtue of their major professional preparation, experience, or any combination of the foregoing.

Duties under this contract are to begin as per negotiated contract. Said Employee is to receive an annual salary of \$_____. Said salary is to be paid in _____ installments, with the first installment being paid on the last working day of _____, and the following installments on the last District working day of each succeeding calendar month unless mutually agree otherwise by the Employee and the Board of Directors of the School District.

Failure to return this contract by or before _____, shall constitute a resignation or non-acceptance of employment or re-employment. The employee further affirms that he/she is not bound by any other contract that might interfere with the performance of duties.

TOTAL HOURS FOR FIRST AND SECOND SEMESTER
NOT TO EXCEED 1500 (200 days at 7.5 hours/day)

This contract shall be subject to the terms and conditions of any collective bargaining agreement between the District and the organization certified or recognized as the negotiating representative for the certificated staff employed by the Board. In the event that any of the provisions of this individual staff member contract shall be inconsistent with the provisions of any such collective bargaining agreement, then the terms of the collective bargaining agreement shall prevail. This contract replaces any prior individual contract with this District.

By signing this contract, the Employee named herein and the Board of Directors of the School District named herein agree to its terms.

Employee's Signature

Superintendent – Secretary of the Board

Date

PORT ANGELES SCHOOL DISTRICT NO. 121

Date

THIS SUPPLEMENTAL CONTRACT is made by and between the Board of Directors of Port Angeles School District No. 121, Clallam County, Washington ("District" herein) and NAME OF EMPLOYEE ("Employee" herein).

1. Employee is hereby employed by the District during the 2023-2024 school year to work the additional days identified in paragraph 2 below, which services are not covered by the basic employment contract between the District and Employee.
2. Employee shall be compensated the equivalent of four (4) per diem days for the following days:
 - Collaborative Day – August 27, 2026
 - Collaborative Day – August 28, 2026
 - Collaborative Day – August 31, 2026
 - Collaborative Day – September 1, 2026
3. Compensation under this supplemental contract shall be paid in twelve (12) equal installments beginning September ____, 20___. If the Employee does not complete any part of the additional days as documented by attendance records, pay will be adjusted accordingly during the July and August pay periods.

By Order of the Board of Directors

Employee's Signature

Secretary to the Board

Date _____

Sign and return the original to the office of the superintendent by

Port Angeles School District

20__-20__ BUILDING TECHNOLOGY MENTOR STIPEND VERIFICATION

NAME OF EMPLOYEE: _____

In order to meet audit requirements for verification of additional responsibilities performed for the additional compensation paid, please list the duties and tasks performed.

These duties and responsibilities include, but are not limited to:

- Troubleshoot common computer/phone problems.
- Maintain registration of student account information for learning resources.
- Serve as a point of contact for staff questions regarding new software.
- Work with Tech department to understand existing/upcoming changes and help spread the word to minimize frustration among staff.
- Help coordinate sophisticated repairs and upgrades.
- Log reoccurring problems to help the technology department troubleshoot.
- Help gather needed information for tickets in the help desk system.
- Help teachers with Skyward report cards.
- Inventory oversight.
- Manage computer labs.
- Recommend specifications, standards, and requirements for hardware and/or software purchase and design to ensure optimum system and end-user performance.

I certify that I completed hours and duties in accordance with my supplemental contract for the Building Technology Mentor Stipend.

Employee Signature Date

Supervisor/Principal Signature Date

PORT ANGELES EDUCATION ASSOCIATION

ASSOCIATION MEMBER DUES CHECK-OFF
AUTHORIZATION AND AGREEMENT

Name _____

Address _____

City _____ Zip _____

TO: Port Angeles School District No. 121

I, the undersigned, acknowledge that I am a member of the Port Angeles Education Association, an affiliate of the Washington Education Association and the National Education Association.

I hereby authorize you as my employer to deduct from my salary and to pay to the Port Angeles Education Association membership dues in such amounts as the Association may certify as due and owing by me in accordance with its constitution.

I agree that this authorization and assignment shall be irrevocable for the current school year and shall be automatically renewed each year thereafter unless written notice of revocation is given by me to you and the Port Angeles Education Association between August 1 and August 31 of any calendar year and further agree that my revocation shall be effective on August 31 of the year in which notice of revocation is given.

Date

Signature

PLEASE RETURN TO CSB BY _____

PORT ANGELES SCHOOL DISTRICT NO. 121
Port Angeles, Washington

REQUEST FOR
REASSIGNMENT

NAME _____

Present Position _____ School _____

I hereby request a reassignment to (please include school, grade level and/or subject area):

Do you currently hold an endorsement applicable to your request?

_____ Yes _____ No _____ Not Sure

Signature _____ Date _____

DISPOSITION

Approved _____ Effective Date _____
Denied _____

If denied, rationale: _____

Superintendent's Signature (or designee) _____ Date _____

Distribution of Form: Superintendent, Principal/Immediate Supervisor, Association, and
Employee

This form must be completed by March 15 to be applicable the following school year.

Forward to Accounts Payable
Purchased by last day of school

REQUEST FOR CURRICULUM DEVELOPMENT DAYS ACTIVITIES
Maximum of 1 Per Diem Day (Full-time teacher equals 7 1/2 Hrs per day)

No. of Per Diem Days Requested _____

PORT ANGELES
SCHOOL DISTRICT

PRIOR mutually approved professional activities

Proposed Activities

Date(s)

_____	_____
_____	_____
_____	_____
_____	_____

Principal's Signature _____

Upon completion of the requested per diem days worked, attach time sheet(s). OR, if requesting the equivalent of the per diem amount in dollars for tuition and/or supplies and materials used for the above approved activities, attach receipts and itemize the expenditures below. Only itemize if requesting the reimbursement dollars.

Please check one:

☐

Timesheet only

☐

Receipts only

Itemized list of Expenditures:

Brief Description

\$ Amount

_____	_____
_____	_____
_____	_____

Total \$ _____

Please turn timesheet in by the 10th of any month to be included in that month's payroll. **NOTE: August 10th** is the last day of the fiscal year to submit timesheets and/or receipts for payment.

White copy: turn in with timesheet or receipts
Yellow copy: employee's copy
Pink copy: principal's copy

<u>Business Office Use Only for Payment of Receipts</u>	
Payroll: Amnt. Available	
(Object 570 for supplies/Object 770 for tuition, 03 Responsibility)	
<u>Account Code</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____
Total _____	

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred by me and that no payment has been received by me on account thereof.

Signature of Claimant _____
Location _____

Employee Name (PLEASE PRINT)

Form F

Formal Classroom Observation

Teacher _____ School _____

Grade Level(s) _____ Subject(s) _____

Observer _____ Date _____

Interview Protocol for a Preconference (Planning Conference)

Questions for discussion:

1. To which part of your curriculum does this relate?
2. How does this learning fit in the sequence of learning for this class?
3. Briefly describe the students in this class, including those with special needs.
4. What are your learning outcomes for this lesson? What do you want the students to understand?
5. How will you engage the students in the learning? What will you do? What will the students do? Will the students work in groups, or individually, or as a large group? Provide any worksheets or other materials the students will be using.
6. How will you differentiate instruction for different individuals or groups of students in the class?
7. How and when will you know whether the students have learned what you intend?
8. Is there anything that you would like me to specifically observe during the lesson?

Form F – Continued

Notes from the Observation

Time	Actions and Statements/Questions by Teacher and Students	Component

Form J

Individual Focused Criterion Selection

Teacher _____ School _____

Grade Level(s) _____ Subject(s) _____
Date _____

Based on your self-assessment, your administrator's input, and any school or district initiatives, what criterion have you identified? What is an area of knowledge or skill that you would like to strengthen?

Describe the connection between this criterion and your teaching assignment.

What would success on this criterion look like? How will you know when you have achieved it? What would count as evidence of success?

What resources will you need to better achieve your targets in this criterion area?

Describe the activities you will do to work toward mastery of your criterion, and their time lines.

Activity	Time Line

Form K

Individual Professional Development Log of Activities

Note: Complete one log for each goal identified in your individual professional development plan.

Teacher _____ School _____

Grade Level(s) _____ Subject(s) _____ Date _____

Goal _____

Date	Activity	Benefit

Interview Protocol for a Post conference (Reflection Conference)

Teacher _____ School _____

1. In general, how successful was the lesson? Did the students learn what you intended for them? How do you know?
2. If you were able to bring samples of student work, what do those samples reveal about those students' levels of engagement and understanding?
3. Comment on your classroom procedures, student conduct, and your use of physical space. To what extent did these contribute to student learning?
4. Did you depart from your plan? If so, how and why?
5. Comment on different aspects of your instructional delivery (e.g., activities, grouping of students, materials and resources). To what extent were they effective?
6. If you had an opportunity to teach this lesson again to the same group of students, what would you do differently?

**Port Angeles School District #121
Non-Administrative Certificated Employee Appraisal Report**

Employee's Name _____ School/Location _____

Assignment: _____ Years in PASD: _____ Location: _____ Focused _____ Comprehensive _____

Observation Dates: From _____ to _____ Conference Date: _____ Page 1 of _____

Report and analysis of observations, performance, and other factors which may be pertinent to performance; probationary/post probationary status, date of last evaluations, and directions.

Levels of Performance				
Level 4		Performance exceeds standards Consistently at a distinguished level.	Level 2	Performance approaches standards and/or does not consistently meet standards.*
Level 3		Performance consistently meets Standards and may occasionally exceed standards in some areas.	Level 1	Performance is below standard and is not satisfactory.*

*Any area(s) marked Level 1 or 2 require documentation. Any area(s) marked Level 1, or 8 or more areas marked Level 2 results in an overall rating of "Not Satisfactory."

Professional Criteria				
Criterion 1	4	3	2	1
Centering instruction on high expectations for student achievement.				
1. Establishing a Culture for Learning				
2. Communicating with Students				
3. Engaging Students in Learning				
Criterion 2	4	3	2	1
Demonstrating effective teaching practices.				
1. Using Questioning and Discussion Techniques				
2. Reflecting on Teaching				
Criterion 3	4	3	2	1
Recognizing individual student learning needs and developing Strategies to address those needs.				
1. Demonstrating Knowledge of Students				
2. Demonstrating Flexibility And Responsiveness				
3. Establish Student Growth Goal(s)				
4. Achievement of Student Growth Goal(s)				
Criterion 4	4	3	2	1
Providing clear and intentional focus on subject matter content and curriculum.				
1. Demonstrating Knowledge of Content and Pedagogy				
2. Setting Instructional Outcomes				
3. Demonstrating Knowledge of Resources				
4. Designing Coherent Instruction				
Criterion 5	4	3	2	1
Fostering and managing a safe, positive learning environment.				
1. Creating an Environment of Respect and Rapport				
2. Managing Classroom Procedures				
3. Managing Student Behavior				
4. Organizing Physical Space				
Criterion 6	4	3	2	1
Using multiple student data elements to modify instruction and improve student learning.				
1. Designing Student Assessments				
2. Using Assessment in Instruction				
3. Maintaining Accurate Records				
4. Establish Student Growth Goal(s)				
5. Achievement of Student Growth Goal(s)				
Criterion 7	4	3	2	1
Communicating and collaborating with parents and the school community.				
1. Communicating with Families				
Criterion 8	4	3	2	1
Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.				
1. Participating in a professional Community.				
2. Growing and Developing Professionally				
3. Showing Professionalism				
4. Establish Team Student Growth Goal(s)				

I certify that I have supervised and evaluated the professional performance of the above named ☐ probationary
☐ post probationary employee and I certify that to date this school year their overall performance is

☐ Distinguished

☐ Proficient

☐ Basic

☐ Unsatisfactory

*Signature of Employee

Date

Print/Type Name of Supervising Administrator

Signature

Date

☐ A response will be made within timelines established in the applicable negotiated agreement.

☐ A response was submitted on _____

Date

Signature of Supervising Administrator Receiving
Response Date

*A signature on this summary does not necessarily mean the licensed employee agrees with the opinions expressed, but merely indicates the employee has read the analysis, had an opportunity for discussion with their immediate supervisor, and understands that the privilege of discussing it with the Human Resources Division.

PORT ANGELES SCHOOL DISTRICT NO. 121
Port Angeles, Washington

**REIMBURSEMENT REQUEST FOR 2026-2027 UNUSED PERSONAL (Undisclosed)
DISCRETIONARY LEAVE**

Article VI, Section 2, of the PAEA Contract provides that if an employee does not use their three days of discretionary leave during a school year, the employee will have the right to cash them out at the substitute stipend rate (\$175 per day) for each unused day.

Name _____ Building _____

I certify that I have not used _____ day(s) of my personal discretionary leave.

Signature _____ Date _____

I wish to use my stipend equivalent of (check one):

_____ \$ 175.00/day for one unused day; or _____

_____ \$350.00/day for two unused days; or

_____ \$525.00/day for three unused days

Signature of Supervisor _____ Date _____

Total amount of reimbursement \$ _____

I approve of this expenditure.

Signature of Human Resources Director _____ Date _____

NOTE: Up to \$525.00 per calendar year is allowed.

I certify that the above named employee has not used _____ day(s) of their Discretionary leave for the **2026-2027** school year.

Payroll Representative

Deadline for reimbursement: **August 10, 2027**

For Payroll Use:

Rate of Pay: \$175.00 per day _____ Days Gross Amt: _____ Retirement Month: _____

Type Code: WCDL5 Acct. Code: 10 E 530 0100 27 2033 000 0000 0000

Employee Name: _____

Optional Days

Article X, Section 10, of the PAEA Contract provides that each employee has two (2) optional days to be used between August 15th and June 30th. These days allow an employee to be compensated for work done outside of the contract day/year. This form must be submitted prior to the last day of June.

Name _____ Building _____

I certify that I have worked _____ day(s) outside of my contract as detailed below (up to fifteen (15) hours total:

Date _____ Hours _____

Date _____ Hours _____

Date _____ Hours _____

Date _____ Hours _____

Signature _____ Date _____

I approve of this expenditure.

Signature of Supervisor

Date

MEMORANDUM OF UNDERSTANDING

Between the Port Angeles School District and the Port Angeles Education Association Sixth Grade Reconfiguration – Hurricane Ridge Middle School

This Memorandum of Understanding (“MOU”) is entered into between the Port Angeles School District (“District”) and the Port Angeles Education Association (“Association”) regarding the transition of sixth grade from the District’s elementary schools to Hurricane Ridge Middle School.

1. Purpose

The District and the Association recognize that the transition of sixth grade to Hurricane Ridge Middle School represents a significant change for students, families, and employees. Both parties are committed to working collaboratively throughout the transition to support affected employees while ensuring a successful educational experience for students.

The purpose of this MOU is to establish a fair, transparent, and collaborative process that supports employees affected by the sixth-grade reconfiguration while ensuring staffing decisions continue to meet the educational and operational needs of the District.

2. Affected Employees

This MOU applies to certificated employees assigned to sixth grade during the school year immediately preceding implementation of the reconfiguration whose current assignment is directly affected by the movement of sixth grade to Hurricane Ridge Middle School.

The District recognizes that this transition presents unique professional opportunities and challenges. Some employees may wish to continue teaching at the elementary level, while others may welcome the opportunity to teach in a middle school environment. The District values both perspectives and is committed to providing an opportunity for employees to share their assignment preferences as part of the transition process.

3. Assignment Process

To ensure a transparent process, the District shall follow these procedures for Displaced Employees:

Preference and Selection: Displaced Employees shall be invited to indicate their preferred assignment. The District will make every reasonable effort to place employees in assignments that align with their preferences. Employees choosing to stay in 6th grade shall be invited to indicate their preferred subject. The District will make every reasonable effort to place employees in subject areas that align with their preferences. If there are multiple employees interested in the same position/subject area within 6th grade, the placement will be determined by in-district seniority of the interested employee.

Seniority Rights: In the event that voluntary preferences do not resolve all staffing needs, Displaced Employees shall have the right to choose any elementary school vacant position in the District for which they are qualified provided that the vacant position is within two (2) grade levels from either their current grade level or they have had actual full-time experience of at least one full school year within the previous five (5) school years. The order of selection among Displaced Employees shall be determined strictly by in-district seniority.

If an employee would like to be placed in a vacant position that is beyond two (2) grade levels or a grade level that they have not taught during the last five (5) school years, it will be subject to approval of the District.

Tie-Breaking: In the event of a tie in seniority, the following order shall apply: 1) Total years of experience; 2) Educational credits/column placement; and 3) Coin-Flip.

Priority: This selection process shall take place prior to the District's consideration of any voluntary transfer requests from non-displaced employees, voluntary or involuntary reassignments, or the hiring of external candidates.

The District is committed to communicating assignments as early as practicable to provide employees adequate time for planning and preparation. This MOU supplements, and does not replace, the provisions of the current Collective Bargaining Agreement except as specifically outlined herein.

4. Transition Support

Consistent with Article VII of the Collective Bargaining Agreement, employees assigned to a different instructional assignment or content area as a direct result of the sixth-grade reconfiguration shall receive one (1) paid workday at their per diem rate for transition planning, curriculum preparation, classroom organization, and collaboration.

Employees who are required to relocate their classrooms as part of the reconfiguration shall receive three (3) paid workdays at their per diem rate to move instructional materials, organize classrooms, and prepare learning environments for students.

5. Middle School Transition Committee

The District and the Association recognize the value of ongoing collaboration throughout the implementation process.

The existing Middle School Transition Committee will continue to serve as a collaborative forum for identifying implementation issues, sharing ideas, and developing recommendations regarding logistics, instructional resources, timelines, communication, and other matters related to the successful transition of sixth grade.

The District will give thoughtful consideration to the committee's recommendations when making implementation decisions and will continue to communicate regularly with affected employees throughout the transition.

6. Workload and Support

The District recognizes that a districtwide grade-level reconfiguration requires additional planning and preparation by affected employees. The District is committed to working collaboratively with the Association to identify reasonable supports that will facilitate a successful transition while balancing operational needs and available resources.

7. Duration

This MOU is intended solely to address the implementation of the sixth-grade reconfiguration associated with the opening of Hurricane Ridge Middle School. It shall expire upon completion of the implementation unless extended by mutual written agreement of the District and the Association.

8. Precedence

Nothing in this MOU shall be precedent setting.

Committee to Address Workload Caused by Class Size and Number of Preps at PAHS

The District and Association recognize that school schedules and class size imbalances have significant impacts on workload, service delivery, and student outcomes.

A Class Size and Preparation Workload Committee shall be established no later than October 15, 2026. The purpose of the committee is to identify workload concerns around imbalance of class sizes and school schedules to develop recommendations that improve services for students and working conditions for employees.

The committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. One member from each party will co-facilitate the meetings and co-create the agendas. The committee shall meet at least monthly and members shall be released from duties without loss of pay to participate.

The committee shall review and analyze:

- Class sizes
- Counselor caseloads.
- Specialist caseloads.
- Building schedules.
- Number of daily preparations.

The District shall provide the committee with relevant staffing, enrollment, caseload, behavioral incident, evaluation, and service delivery data necessary to complete its work.

By March 1, 2027, the committee shall issue written recommendations to the parties. Within thirty (30) days of receiving the recommendations, the District and Association shall enter negotiations regarding any recommendation affecting wages, hours, or working conditions.

Unless otherwise mutually agreed, the District shall implement all committee recommendations that do not require bargaining no later than the beginning of the 2027-2028 school year subject to available resources and board approval.

The parties may mutually agree to extend the committee for an additional year to monitor implementation and recommend further improvements.

Committee to Address Increasing Number of Students with Special Needs

The District and Association recognize that increasing numbers of students with academic, behavioral, social-emotional, and students in need of additional supports have significantly impacted workload, service delivery, and student outcomes.

A Special Education Workload and Student Support Committee shall be established no later than October 15, 2026. The purpose of the committee is to identify workload concerns, review staffing and caseload impacts, evaluate case management structures, and develop recommendations that improve services for students and working conditions for employees.

The committee shall consist of three (3) members appointed by the Superintendent and three (3) members appointed by the Association. One member from each party will co-facilitate the meetings and co-create the agendas. The committee shall meet at least monthly and members shall be released from duties without loss of pay to participate.

The committee shall review and analyze:

- Special education caseloads and workload responsibilities.
- Students with IEPs.
- Students being evaluated for special education eligibility.
- Students receiving significant behavioral, academic, or social-emotional supports who do not qualify for special education.
- The impact of these students on classroom teachers, specialists, counselors, paraeducators, and special education staff.
- Current case management assignments and structures (including MLL and OT).
- Staffing ratios and service delivery models.
- Workload data, including evaluation responsibilities, meeting requirements, compliance activities, and documentation obligations.

The District shall provide the committee with relevant staffing, enrollment, caseload, behavioral incident, evaluation, and service delivery data necessary to complete its work.

By March 1, 2027, the committee shall issue written recommendations to the parties. Within thirty (30) days of receiving the recommendations, the District and Association shall enter negotiations regarding any recommendation affecting wages, hours, or working conditions.

Unless otherwise mutually agreed, the District shall implement all committee recommendations that do not require bargaining no later than the beginning of the 2027-2028 school year subject to available resources and board approval.

The parties may mutually agree to extend the committee for an additional year to monitor implementation and recommend further improvements.

