

Amended  
Collective Bargaining Agreement

Between

Port Angeles School District No. 121

and

Port Angeles Education Association

September 1, 2019 - August 31, 2022

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## 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 \$130.00 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 (15<sup>th</sup>) 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 may use school equipment including copiers, computers and other duplicating equipment normally available to teachers 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 Association shall be given sufficient time at the beginning of the work year to present Association programs to all employees within the bargaining unit.

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.

The Association shall be given the names of all new employees by the employer.

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.

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

All members of the Association as of September 15, 1983, and all those who become members thereafter during the duration of this Agreement, shall remain members in the Association or pay an agency shop fee equivalent to the dues of the Association, pursuant to RCW 41.59, for the duration of this contract. Individuals, who were employees of the District on or before June 15, 1989, but not members of the Association, shall be exempt from the provisions of this Section, provided that, if such employee joins the Association or chooses to pay an agency shop



fee, such employee shall no longer be exempt from the provisions of this Section.

Employees who fail to authorize payroll deductions or who fail to pay such amounts directly to the Association, will have their agency shop/membership dues deducted by the District, pursuant to law, if authorized by the Association. The Association agrees to hold the District harmless and to reimburse the District for any liability incurred in the administration of this Section.

### ARTICLE III – EMPLOYEE RIGHTS

#### ARTICLE III, SECTION 1: NON-DISCRIMINATION CLAUSE

The Employer shall not interfere with, restrain, coerce or prevent any employee from exercising his/her 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 his/her 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 his/her 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 his/her 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 teacher'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 encourage freedom of discussion of controversial questions in the classroom and to develop in his/her students a love of knowledge and a desire to search for truth.

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. An employee may refer challenges to instructional materials to the Instructional Materials Committee.

#### 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 teacher. The teacher 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 teacher, 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. The Staff Development Committee shall consist of at least one Association-nominated representative from each building.
- D. The Staff Development Committee shall meet at least three times per year: once in the fall; once in the middle of the school year; and once in the spring.
- E. The District shall budget as a minimum amount equal to the beginning salary on the District salary schedule for staff development for the 2019-2020 and 2020-2021 school years. These funds shall be distributed in accordance with part (F) below. For the 2021-2022 school year,

each full-time employee shall receive \$200.00 for training. Part-time employees shall receive a prorated amount.

F. 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 teacher training, while also assuring for teacher choice/ autonomy. Consideration in this process will be given to the fact that teachers 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 TEACHER ASSISTANCE PROGRAM

- A. A supplemental contract shall be offered for the mentor teacher position payable for such duties as are required by the District, consistent with the Superintendent of Public Instruction requirements, rules, and regulations.
- B. Monies provided by the state for mentor teachers will be divided equally among the mentor teachers, or as grant rules stipulate.
- C. When a mentor teacher is to be chosen by the District, the following procedure will be implemented:

1. Open positions will be posted in-district by April 11.
  2. Qualifications are as follows:
    - (a) The applicant must be a full-time teacher.
    - (b) The applicant must have a minimum of three (3) years full-time teaching experience, one full year of which must have been in-district experience.
    - (c) The applicant must hold a valid continuous teaching certificate. (d) The applicant must have only satisfactory evaluations on file.
    - (e) The applicant shall be assigned to the same grade level (K-6) or department (7-12) as the beginning teacher whenever possible.
    - (f) A district screening committee comprised of PAEA representatives and district representatives will screen the applicants and make a recommendation of the mentor teacher awards to the school board. Selected applicants will participate in mentor training.
- D. Mentor teacher observations of the new teacher shall not serve as the basis for evaluations pursuant to RCW 28A.67.065.
- E. Should any problems arise between the mentor teacher and the beginning teacher, the building principal will facilitate the resolution of these difficulties. Should the problems between the mentor teacher and the beginning teacher become un-resolvable, the principal shall request alternative arrangements. At any time in the process the mentor teacher 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.
- F. This agreement shall continue for the duration of the District's participation in the program or until the expiration of current state funding, whichever is earlier.
- G. To the extent that state law allows use of mentor teacher funds to be paid for working with more than one beginning teacher, the District agrees to try to maximize the number of teachers covered by the mentor teacher program.
- H. Teachers new to the district will receive the equivalency of three (3) days of professional development, 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 teacher transition to existing program work.
- I. It is agreed that all follow-up/scheduled training, beyond those identified in Item H of this section, for new staff will be optional and compensated.

#### 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 teachers – 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.

In the exercise of his/her authority to control and maintain order and discipline, the teacher 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, the right to temporarily remove from a classroom a student who is disrupting the educational process to the detriment of other students 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.

ARTICLE IV, SECTION 6: CLASS SIZE

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

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

Grades K-1	23 students
Grades 2-3	26 students
Grades 4-5	29 students
Grades 6-8	174 Total students (6 periods)
Grades 9-12	160 Total students (per day)

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

The guidelines for PE classes shall be 42 students per teacher. 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 \$10 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.

The Special Education Director and/or the Building Principal shall meet with the special education staff to determine class workloads at the beginning of each semester, or otherwise as they deem appropriate.

If a speech/language pathologist believes that his/her caseload is excessive because it exceeds 45 students, or is inequitable based on student contact hours or the academic and behavioral characteristics of students, he/she may request a review by the Special Education Committee. The committee shall determine what problem exists and what options are available as solutions. The review committee shall first attempt to resolve the matter by redistributing resources. If all of the committee agrees that the resources are not available within the special education budget, the District resources will be considered by a committee to include the Special Education Director, a PAEA representative and the Superintendent's designee. If 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 50.

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.

Excluded from all above are keyboarding and music. 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 \$1.67 (M.S.) or \$2.00 (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.

#### ARTICLE IV, SECTION 7: SUBSTITUTE TEACHERS

Employees without teacher 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, EARLY RELEASE 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 teachers and instruction. Professional development is best supported through feedback, individual reflection and group inquiry. There is a commitment to mutual planning and prioritizing teacher input, for the use of collaborative time.

The collaboration work will be planned jointly with administrators and teachers and coordinated weekly so as to ensure attendance of all key people at grade levels, departmental, and curriculum meetings. Collaboration time may be adjusted and/or suspended 3-4 times each year to meet the needs of teachers to prepare: reports of student progress through report cards, parent conferences, learning plans and/or the scoring or recording of district assessment. 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 principal and/or facilitating administrator and the association.

One late start morning each week at the middle school and high school levels and one early dismissal each week at the elementary level.

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
- Teachers given time to organize student work that was collected from the previous year
- Teachers 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

#### 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.
2. The winter break will be two (2) consecutive weeks scheduled in December.
3. The spring break will be one (1) week, scheduled the first full week of April.
4. 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.

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 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. The workdays at the middle schools shall be equal in length.
- B. All employees shall have scheduled in the period of time from 11:15 a.m. up to 1:20 p.m., a continuous and uninterrupted thirty (30) minute duty free lunch period during each contracted day.
- C. Daily preparation time for classroom teachers exclusive of the first 30 minutes and the last

30 minutes of each instructional contracted day shall be scheduled for at least a weekly average of 30 minutes per day. 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.

- D. 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.
- E. 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.
- F. 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.

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

It is recognized that in order for a teacher to accomplish the job effectively, it is sometimes necessary to work at home and have an office in part of his/her 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 Curriculum rate. The assigned employee shall be compensated at the Curriculum rate for giving up their preparation period to cover such assignment.

#### 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 10% of the basic salary 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. The “basic salary” refers to the beginning step on the certificated salary schedule as initially displayed in this agreement in the Appendix on page 43, and in effect for that year during which the service occurs.

#### 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 and Port Angeles Education Association 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. The committee shall also provide guidelines for appropriate class sizes and caseloads for special education staff. This committee shall continue from year to year and consist of representatives from each special education discipline, regular education, the Director of Special Education, and the Superintendent or designee.

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

[The District also agrees to include the special education curriculum in the curriculum review cycle.]

#### 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 VI – LEAVES

### ARTICLE VI, SECTION 1: SICK LEAVES

- A. Each certificated employee shall be allotted twelve days of sick leave with pay for each year of service with the District. Sick leave is to be used for personal illness, emergency, or injury.
- B. It shall be the responsibility of each employee to obtain a physician's verification of illness for any absence of more than five consecutive days' duration.
- C. Upon termination of employment, all sick leave benefits are canceled.
- D. A substitute teacher going on the regular salary schedule will be granted one days' sick leave per month until termination of the specific assignment. Upon termination of the specific assignment, all sick leave benefits are canceled.
- E. An employee may use accrued sick leave for any child under 18 who has a health condition that requires treatment or supervision by the parent pursuant to WAC 296-130.

### ARTICLE VI, SECTION 2: DISCRETIONARY LEAVE

A maximum of two (2) days of discretionary leave at full pay may be provided annually for each certificated employee. For each day of leave exceeding two (2), deductions shall be pro rata at the rate of annual salary/contract length. Such extra days are subject to the approval of the District.

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.

Discretionary Leave – An employee may be granted discretionary leave of two (2) days or fewer with at least five (5) working days advance notice or leave of three (3) days or more with at least 20 working days advance notice for any undisclosed personal reason in a school year provided that,

- 1) No more than up to six employees can use such leave on the same day provided that, enough substitutes are reasonably available.
- 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, or on any Friday from May 1 through the end of the work

- year, provided that, such 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 three (3) days or fewer. If the employee has more than three (3) unused discretionary days, three (3) of the days will roll over to the following year, and the employee will be compensated at the substitute teacher stipend rate for each remaining unused day. Such amounts must be requested after the end of the school year and prior to the end of the next school year.
  - 5) Employees may carry over a maximum of three (3) 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 his/her employment.

#### ARTICLE VI, SECTION 7: ASSOCIATION LEAVE

A maximum of 30 total days of personal leave at full pay may be provided the elected or appointed representatives of the Port Angeles Education professional organization. The local professional organization shall reimburse the District for substitute costs. The number of persons attending shall not exceed the number of delegates permitted by the sponsoring organization and approved by the Association president and the Superintendent.

#### 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 teaching 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 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 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; the itemization of meals and their cost; 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
  - (4) Meals
- E. Travel expense vouchers must be prepared in ink or by typewriter.
- 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, a teacher may be granted an 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 teacher will be given conditions of employment as nearly equal to or better than his/her former position when consistent with the administration of the school program and in the best interests of the students. If the teacher has not taught school at least one full school year during the year's leave of absence, the teacher 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.

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 his/her 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 his/her work years in transferred leave. Employees may receive donated leave from members of any bargaining group.

## ARTICLE VII – TRANSFERS AND REASSIGNMENTS

### ARTICLE VII, SECTION 1: PUBLICATION

Openings and qualifications for vacant positions, including supplemental contracts, will be posted on the online job application system for a period of at least five (5) work days prior to outside posting from September 21 to April 30. Beginning May 1 and until September 20, all vacant positions will be posted in-district and outside the district simultaneously. Part-time employees of the District shall be considered for such vacancies on the same basis as full-time employees of the District. To help ensure compliance with this prior notice requirement, employees are encouraged to sign up for job posting notifications through the online job application system.

It shall be the normal administrative procedure in filling certificated vacancies to use reasonable means to seek candidates who have the appropriate teacher or administrator certificates for the position.

If any certificated employee in the District wishes to be considered for a vacant administrative position, the District will send them copies of all such postings, during vacation periods, provided that, they have previously submitted self-addressed, stamped envelopes for this purpose immediately prior to such vacation periods.

### ARTICLE VII, SECTION 2: REASSIGNMENT

Reassignments to another position or to another building will be considered upon request of either the teacher or principal and made when, in the judgment of the Superintendent, the best interests of the school system will be served. In general, reassignments are made to permit work at a different level of instruction, for better staff utilization, or for personal adjustment reasons. Any member of the staff shall be free to request a change in assignment and to discuss the matter with the principal and superintendent. The request, which may involve a transfer to a different level of instruction or to another building, will be given careful consideration and granted when considered to be in the best interest of the District and when it tends to promote professional growth. Careful consideration will be defined as review of the personnel file and discussion with the principal where the employee applies for a vacancy. Any employee who applies for a vacancy 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.

When vacancies or new positions occur during the school year, qualified employees shall be considered for a voluntary transfer to the vacant positions, provided, however, if such employees are transferred to those positions the subsequent vacancies shall not be subject to the provisions of this section. The Superintendent, however, at his/her discretion, may grant exceptions for transferring employees to subsequent vacancies.

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

#### ARTICLE VII, SECTION 3: INVOLUNTARY TRANSFER

When involuntary transfers are necessary, a teacher shall not be assigned to a position outside his area of competence or major/minor area of concentration. An involuntary transfer shall be made only after a meeting between the teacher involved and the Superintendent (or his designee), at which time the teacher shall be notified of the reasons for the transfer. The teacher shall be notified of the proposed involuntary transfer at least one week prior to the above mentioned meeting. No teacher shall be transferred involuntarily without good cause.

Any teacher involuntarily transferred will be paid two days at per diem of that teacher's contracted salary for the purpose of moving materials and preparing for instruction.

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

#### ARTICLE VII, SECTION 4: REASSIGNMENT DUE TO BUILDING CLOSURE OR THE INVOLUNTARY REASSIGNMENT OF TEACHING STATION WITHIN BUILDING

All teachers being reassigned to another building from a building being closed, or teachers being involuntarily reassigned to a different teaching space within the building, 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 two 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.

By law, all applicable staff must be evaluated utilizing the new evaluation system by 2015-16. Classroom teachers on probation or provisional status will be placed on the new evaluation system. Other classroom teachers will be phased in on a schedule and sequence jointly implemented by the Association and the District.

#### 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 his/her 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.

##### D. Unscheduled 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.
3. Observations do not have to be in the classroom. Department or collegial meetings may be used for unscheduled observations.
4. Unscheduled 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 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.
- 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  
All physical documents, including final framework rubric, artifacts, teacher’s written comments, if applicable, and above forms, shall be moved to the teacher’s personnel file at the end of the school year.
- 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.

#### 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.
- 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 10<sup>th</sup> 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 three (3) 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. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
- D. 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.
- E. The score received on the selected criterion is the score assigned as the final summative score.



- F. 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: 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 10: 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.

ARTICLE VIII, SECTION 11: 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 his/her 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 15<sup>th</sup> 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 his/her 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 his/her notice of probation.
  5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request may be granted.
- 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 12: 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 his/her 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 13: 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 14: 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 his/her 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 Bachelors 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 his/her 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

- A. The following Insurance Benefit terms shall apply from the effective date of this Agreement through December 31, 2019.
1. The employer shall provide insurance premium payments toward premiums of approved district group insurance programs in accordance with the provisions and options outlined herein. Annual enrollment for employee group insurance programs shall be during the first thirty (30) days of the school year. The enrollment of newly employed employees shall begin with their employment and shall be completed within the time specified by the insurance company.
  2. For each full-time employee, an amount equal to the state funded amount per FTE shall be contributed monthly to an approved medical insurance program. From the above amount, the employer shall pay the total premium for the basic insurance plans of Washington Dental Service plan, Vision plan, and Group Life and Accidental Death insurance plan. The total amount remaining after payment of the three above listed plans shall be available to full-time employees and may be applied to the approved medical plan(s).

Any monies left over after the Basic Benefit above are paid shall be used for the employee insurance pool as required by law.

The District will pay the Health Care Authority carve-out actual amount per FTE. District contributions for insurance benefits for employees working less than full-time shall be a pro-rated amount determined by the same ratio as that used to determine the part-time employees' salaries. Any such amount for half-time or more employees must first be applied towards the full payment of the dental service premium and vision premium.

3. In instances for which the employer contribution for the selected insurance plan is not sufficient to off-set the total premium, the employer shall deduct from the employee's monthly salary the amount necessary to pay in full the premium(s) due. Employer contributions shall be first applied towards premiums of those benefits selected by the employee.
  4. All insurance premium contributions shall be provided consistent with state law.
- B. Effective January 1, 2020, employees will receive insurance benefits as provided for by the School Employees Benefits Board (SEBB) program and state law, with funding, employee contributions, and administration terms and conditions as determined by that program and state law.

#### 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, the last of which shall be a half day as long as the district is compliant with the state's requirement for the minimum number of student contact hours. 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 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/Building/State Collaborative Days shall be paid at the per diem rate for

each employee in 2019-2020. Five (5) District/Building/State Collaborative Days shall be paid at the per diem rate for each employee in 2020-2021 and 2021-2022.

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 the last Collaboration Day before the first day of instruction is used, with specific consideration given to:

Time for start-up activities during the first three weeks of school  
Access to principal by presence in building  
Schedules for specialists  
Assessment information-how, when, data collection  
Classroom based collaboration for startup needs

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. All building attendance forms must be received not later than the last day of June. In the event of the death of an immediate family member, the employee may be granted bereavement leave consistent with Article VI, Section 3.

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.

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 for the 2016-2017 school year. 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.

#### ARTICLE X, SECTION 6: CURRICULUM CONTRACTS

The hourly salary for curriculum work shall be at the rate of eight percent (8%) of the salary schedule unit value. (.0008 x Salary Schedule Base Rate)

##### 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 s/he provides all of the instruction.

The first time the Instructor of Record teaches a course s/he receives the current negotiated (Basis: current starting wage of a beginning teacher) hourly curriculum rate X 3

The second and subsequent time(s) the Instructor of Record teaches a course of substantially the same content, s/he receives the current negotiated hourly curriculum rate X 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 curriculum rate X 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.

#### 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 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, his/her 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 his appointment. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue 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 his/her 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 his/her 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 print and distribute to all employees, copies of this Agreement. Twenty additional copies shall be provided to the Association. 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 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.

ARTICLE XIII – DURATION CLAUSE

- A. This agreement shall be effective September 1, 2019, and shall continue in effect until August 31, 2022.
- B. Salary Enhancements:

Agreement between PAEA and PASD  
September 1, 2019 through August 31, 2022

2020-2021: State inflationary rate for salary (IPD, COLA, etc.) plus 0.3%

2021-2022: State inflationary rate for salary (IPD, COLA, etc.)

C. Reopeners:

Either party may request to re-open this Agreement on changes made by the legislature which may affect this Agreement.



FOR THE PORT ANGELES EDUCATION  
ASSOCIATION

8/22/2019  
DATE



FOR THE PORT ANGELES SCHOOL  
DISTRICT

8/22/19  
DATE

Base Contract 2019-2020							
Years of Service	BA	BA + 15	BA + 30	BA + 45	BA + 90 MA	MA + 45	MA + 90 OR Ph.D.
0	\$47,167	\$48,171	\$49,676	\$51,181	\$56,199	\$58,707	\$61,417
1	\$48,171	\$49,174	\$50,679	\$52,385	\$57,704	\$60,314	\$63,224
2	\$49,174	\$50,178	\$51,682	\$53,590	\$59,209	\$61,919	\$65,030
3	\$50,178	\$51,181	\$52,686	\$54,793	\$60,714	\$63,525	\$66,837
4	\$51,181	\$52,184	\$53,690	\$55,998	\$62,220	\$65,130	\$68,643
5	\$52,184	\$53,188	\$54,693	\$57,203	\$63,726	\$66,736	\$70,449
6	\$53,188	\$54,192	\$55,697	\$58,406	\$65,231	\$68,342	\$72,256
7	\$54,192	\$55,195	\$56,701	\$59,611	\$66,736	\$69,948	\$74,062
8	\$55,195	\$56,199	\$57,704	\$60,815	\$68,241	\$71,553	\$75,869
9		\$57,203	\$58,707	\$62,019	\$69,747	\$73,158	\$77,675
10			\$59,711	\$63,224	\$71,252	\$74,764	\$79,481
11				\$64,428	\$72,758	\$76,370	\$81,288
12				\$65,632	\$74,262	\$77,976	\$83,094
13					\$75,768	\$79,581	\$84,900
14					\$77,273	\$81,187	\$86,706
15					\$78,779	\$82,792	\$88,513
16					\$80,284	\$84,399	\$90,319
20+				\$67,602	\$82,692	\$86,931	\$93,029
<b>* Grandfather one employee from BA + 135 to MA +45.</b>							

**Does not include Supplemental/Enrichment Days**

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 masters degree, any credits in excess of forty-five credits may be counted after the masters degree.  
Thus, as used in this subsection, the column headings "MA+(N)" refer to the total of:  
(i) Credits earned since receiving the masters degree; and  
(ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the masters degree.

For the purposes of this section:

- (a) "BA" means a baccalaureate degree.
- (b) "MA" means a masters 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 masters degree; or
- (b) The credits were used in generating state salary allocations before January 1, 1992.

Base Contract plus Supplemental Days 2019-2020							
Years of Service	BA	BA + 15	BA + 30	BA + 45	BA + 90 MA	MA + 45	MA + 90 OR Ph.D.
0	\$48,215	\$49,241	\$50,780	\$52,318	\$57,448	\$60,012	\$62,782
1	\$49,241	\$50,267	\$51,805	\$53,549	\$58,986	\$61,654	\$64,629
2	\$50,267	\$51,293	\$52,830	\$54,781	\$60,525	\$63,295	\$66,475
3	\$51,293	\$52,318	\$53,857	\$56,011	\$62,063	\$64,937	\$68,322
4	\$52,318	\$53,344	\$54,883	\$57,242	\$63,603	\$66,577	\$70,168
5	\$53,344	\$54,370	\$55,908	\$58,474	\$65,142	\$68,219	\$72,015
6	\$54,370	\$55,396	\$56,935	\$59,704	\$66,681	\$69,861	\$73,862
7	\$55,396	\$56,422	\$57,961	\$60,936	\$68,219	\$71,502	\$75,708
8	\$56,422	\$57,448	\$58,986	\$62,166	\$69,757	\$73,143	\$77,555
9		\$58,474	\$60,012	\$63,397	\$71,297	\$74,784	\$79,401
10			\$61,038	\$64,629	\$72,835	\$76,425	\$81,247
11				\$65,860	\$74,375	\$78,067	\$83,094
12				\$67,090	\$75,912	\$79,709	\$84,941
13					\$77,452	\$81,349	\$86,787
14					\$78,990	\$82,991	\$88,633
15					\$80,530	\$84,632	\$90,480
16					\$82,068	\$86,275	\$92,326
20+				\$69,104	\$84,530	\$88,863	\$95,096
* Grandfather one employee from BA + 135 to MA +45.							

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 masters degree, any credits in excess of forty-five credits may be counted after the masters degree.

Thus, as used in this subsection, the column headings "MA+(N)" refer to the total of:

- (i) Credits earned since receiving the masters degree; and
- (ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the masters degree.

For the purposes of this section:

- (a) "BA" means a baccalaureate degree.
- (b) "MA" means a masters 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 masters 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. &amp; 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. &amp; Other Index</u>
<u>INSTRUCTION</u>			
Classroom Teacher	.00	.00	.00
Extra Class**	.20	.13	
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, 2019 through August 31, 2022

SUPPLEMENTAL ACTIVITY INDEX		1.0 = 375.00 (2019-2020), COLA increases for 2020-21 and 2021-22											
		SENIOR HIGH				MIDDLE SCHOOL				ELEMENTARY			
ACTIVITY	Yrs. Exp in District	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
(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	*	*	*	*	*	*	*	*
FBLA 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													
ESY SUPERVISOR		PER DIEM											
6 <sup>th</sup> Grade Outdoor Education Chaperone		PER DIEM											
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		*	*	*	4.00	*	*	*	*	*	*	*	*
CLASS ADVISOR GR. 12		*	*	*	4.00	*	*	*	*	*	*	*	*
CLASS ADVISOR GR.9		*	*	*	2.00	*	*	*	*	*	*	*	*
CLASS ADVISOR GR. 9		*	*	*	2.00	*	*	*	*	*	*	*	*
CLASS ADVISOR GR.10		*	*	*	2.00	*	*	*	*	*	*	*	*
CLASS ADVISOR GR.10		*	*	*	2.00	*	*	*	*	*	*	*	*
CLASS ADVISOR GR.11		*	*	*	2.00	*	*	*	*	*	*	*	*
CLASS ADVISOR GR.11		*	*	*	2.00	*	*	*	*	*	*	*	*
The following amounts will be provided to each building for after-school activities for students:													
HAMILTON	1800												
FRANKLIN	3600												
DRY CREEK	3600												
JEFFERSON	1800												
ROOSEVELT	3600												
STEVENS	3600												
PORT ANGELES HIGH SCHOOL	3600												
LINCOLN HIGH SCHOOL	900												



**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.  
101

EMPLOYEE

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_

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 his/her 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 2019-2020 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, 2019
  - Collaborative Day – August 28, 2019
  - Collaborative Day – August 29, 2019
  - Collaborative Day – November 1, 2019
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**

**20XX-20XX  
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



Agreement between PAEA and PASD  
September 1, 2019 through August 31, 2022

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.

PORT ANGELES SCHOOL DISTRICT NO. 121  
Port Angeles, Washington

**REIMBURSEMENT REQUEST FOR 2018-2019 UNUSED PERSONAL (Undisclosed)  
DISCRETIONARY LEAVE**

Article VI, Section 2, of the PAEA Contract provides that if an employee does not use their two days of discretionary leave during a school year, the employee will have the right to cash them out at the substitute stipend rate (\$130 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):

\_\_\_\_\_ \$ 130.00/day for one unused day; or \_\_\_\_\_ \$130.00/day for two unused days.

Signature of Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Total amount of reimbursement \$ \_\_\_\_\_

I approve of this expenditure.

Signature of Human Resources Director \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Up to \$260.00 per calendar year is allowed.

I certify that the above named employee has not used \_\_\_\_\_ day(s) of his/her Discretionary leave for the 2018-2019 school year.

\_\_\_\_\_  
Payroll Representative

Deadline for reimbursement: **August 10, 2020**

For Payroll Use:

Rate of Pay: \$130.00 per day \_\_\_\_\_ Days Gross Amt: \_\_\_\_\_ Retirement Month: \_\_\_\_\_

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

Employee Name: \_\_\_\_\_

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

<u>Proposed Activities</u>	<u>Date(s)</u>

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:

<u>Brief Description</u>	<u>\$ Amount</u>
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.

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

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

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**

<b>Time</b>	<b>Actions and Statements/Questions by Teacher and Students</b>	<b>Component</b>

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





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

Agreement between PAEA and PASD  
September 1, 2019 through August 31, 2022

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 his/her 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 his/her immediate supervisor, and understands that the privilege of discussing it with the Human Resources Division.

