

PREAMBLE

This Collective Bargaining Agreement (hereinafter referred to as "Agreement") is made and entered into between Deer Park School District No. 414 (hereinafter referred to as the "District") and the Deer Park Education Association (hereinafter referred to as the "Association"), also referred to as "the parties".

The District and the Association agree that the provision of efficient and effective educational services is a primary purpose of this Agreement, as well as the establishment of rates of pay and working conditions for employees of the District. This Agreement has been reached through the process of collective bargaining pursuant to RCW 41.59 with the objective of serving the aforementioned purposes and with the further objective of fostering good labor-management relations between the District and its employees. Therefore, this Agreement and the procedures which it establishes for the resolution of differences are intended in all respects to be in the public interest.

This bargain was arrived at through a collaborative process and it is the intention of both bargaining teams that we will strive to make decisions collaboratively within the District. (2009)

ARTICLE I - ADMINISTRATION AND GENERAL

Section 1: Definition of Terms

- A. The term "District" shall mean the Deer Park School District Number 414, Spokane County, Washington State; or its agents.
- B. The term "Board" shall mean the Board of Directors of the Deer Park District.
- C. The term "Association" or "DPEA" shall mean the Deer Park Education Association, which is affiliated with the Washington Education Association, the National Education Association and the WEA-Eastern Washington Council.
- D. The term "Parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- G. Unless otherwise expressly stated, the term "day" shall mean employee work day.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "contract" shall mean the individual employee's contract issued to and signed by each employee.
- K. The term "supplemental contract" shall mean that contract issued and signed for special and supplemental assignments and shall be in accordance with current statutory provisions.
- L. The term "Seniority" shall mean years of certificated experience in the state of Washington unless otherwise specified in this agreement.
- M. The term "RCW" shall mean the Revised Code of Washington.
- N. The term "WAC" shall mean the Washington Administrative Code.
- O. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
- P. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

Section 2: Recognition

- A. The District recognizes the Association as the exclusive bargaining representative for all regular, contracted, certificated employees including short-term and long-term substitutes. ~~except for the following exclusions: District personnel not subject to the terms and conditions of this Agreement include the superintendent, principals, assistant principals, any employee who has a preponderance of supervisory duties and functions pursuant to RCW 41.59.020 and who works half time or more per week, which duties and functions are separate from a~~

~~classroom teaching assignment~~ supervisors, substitutes who have worked fewer than thirty (30) days in the past calendar year, and employees excluded pursuant to RCW 41.59.020.

~~B. Substitute personnel who have not substituted twenty (20) consecutive days in the same position in the school year or thirty (30) casual days in any twelve month period.~~

Definitions

Section : Short-term Substitutes

Short-term substitutes are ~~all those who are not identified in E2 and E3 below. They are not members of the bargaining unit~~ defined as employees who work more than thirty (30) casual days in a twelve (12) month period and who continue to be available for employment as substitutes. Short-term substitutes will be paid the established substitute rate.

Section : Long-term Substitutes

- A. Long-term substitutes are defined as those who work more than twenty (20) consecutive days in the same assignment within one (1) school year ~~or thirty (30) casual days in a twelve month period and who continue to be available for employment as substitutes.~~ Long-term substitutes have no rights under this agreement except as expressly provided. **(2015)**
- B. Long-term substitutes in the consecutive day category shall be paid monthly a per diem effective with the 21st day in the same assignment according to their placement on the salary schedule. Mistakes in payment will be corrected as promptly as possible, giving due regard to avoiding creating an employee hardship.
- C. Long-term substitutes who work more than twenty (20) consecutive days in the same assignment but are not on a leave replacement contract as described in (3) below will be given one (1) day off without pay for every twenty (20) days worked without constituting a break in service. Long-term substitutes in this category will have access to ~~Article IV, Section 4~~ Article IV, Section 7 of this agreement. With approval of the superintendent or designee, a long-term substitute may be granted additional leave without pay without it constituting a break in service.

~~Long-term substitutes in the category of thirty (30) casual days will be paid the established substitute salary.~~

~~With approval of the superintendent or designee, a long-term substitute may be granted additional leave without pay without it constituting a break in service.~~

Section : Leave Replacement Employees

- A. Long-term substitutes who replace an employee on Board approved leave of absence for ninety (90) days or more (either preplanned or comes to pass) shall be offered replacement contracts which are contingent upon the terms granted to the employee on leave of absence.
- B. ~~The following~~ All provisions of this ~~contract~~ Agreement apply to long-term substitutes on a leave replacement contract. Salary and retirement shall be retroactive to the first day of employment. Insurance benefits and leave provisions shall become effective upon execution of the leave replacement contract.
- C. Insurance benefits under Article ~~VIII~~ X, Section ~~5~~ 9 will be prorated based on percentage of full-time equivalent ~~cy~~.
- D. Leave provisions under Article ~~VI~~ IX become effective upon execution of the contract. All leaves will be prorated. One day of sick leave per month of continuous employment shall be earned, and shall only be used during the period of continuous employment in which it was earned.
- E. Evaluations will be conducted by the site administrator ~~using Appendix C forms and procedures and criteria~~ set forth in Article ~~V~~ VI ~~Section 3 except that none of the probation provisions shall apply.~~ Dates of implementation of evaluation procedure will be modified, if necessary, contingent upon date of issuing of replacement contract to the substitute.

~~Article III, except for Section 1 "Disciplinary Action for Just Cause"~~

~~Article IV, except for Section 5, "Employee Work Year". Long term substitutes on a replacement contract will be compensated for participation in PLC and Learning Improvement Days if within the duration of their assignment.~~

~~Representation Fee under Article I, Section 8 shall apply.~~

Section 3: Severability

- A. This Agreement shall be governed and construed according to the Constitution and Laws of the state of Washington and the United States of America. If any provisions of this Agreement, or any application of this Agreement to any employee or group of employees or District covered hereby shall be found contrary to law by the Public Employees Relations Commission or a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or application of the Agreement shall continue in full force and effect.
- B. If articles or provisions of this contract are found to be in conflict with (1) the State Attorney General's opinion or (2) written notice of audit exception, the parties to this Agreement shall have the right to seek legal definition of the conflict in a court of law, or renegotiate such article or provision. (2012)

Section 4: Distribution of Bargaining Agreement

- A. Following ratification by the Association and the Board, the District or Association will type and have printed in a mutually agreeable format, copies of this Agreement. The primary format will be an electronic version, with printed copies available by request. The cost of printing shall be borne equally by the District and the Association. (2009)
- B. It shall be the obligation of the Association to distribute a copy of the Agreement to each new and current employee represented by the bargaining unit.
- C. A copy of the Agreement will be available upon request for review to any applicant for a bargaining unit position.

Section 5: Status of Agreement

- A. This Agreement shall become effective upon ratification by the Association and the Board. The Agreement shall be executed by the duly authorized signatures immediately following ratification by both parties.
- B. This Agreement may be amended or modified only by the mutual consent in writing of both parties.
- C. This Agreement shall also supersede District procedures and regulations which are contrary or inconsistent with its terms.
- D. If ratification does not occur by August 31, the current agreement will remain in effect until a new agreement is ratified. (2006)
- E. The Board and the Association acknowledge that this Agreement is a result of collective bargaining. Therefore, the Board, for the life of this Agreement, voluntarily and unqualifiedly waives the right to adopt policies pertaining to wages, hours, and terms and conditions of employment as negatively impacts the bargaining agreement.

Section 6: Labor/Management Meetings

- A. The District and the Association will conduct communications meetings for the purpose of sharing information relative to the administration of the Agreement and to share ideas on other areas of common interest affecting the educational programs of the school district.
- B. The following format will be followed for site/Association communications meetings:
 - 1. Building representatives will hold a communications meeting once per month. The date and time of the meeting will be mutually agreed upon by the representative and the site administrator and will be calendared at the beginning of the year. Each site may determine the make-up of their communications committee. The building representative and the site administrator are required members.
 - 2. Building representatives will solicit discussion items for an agenda. This agenda will be sent to the members and the administrator in advance of the meeting. Last minute items will be accepted but a reasonable attempt shall be made to share items with all parties in advance. All members are welcome to come to the meetings.
 - 3. Minutes of the meeting will be taken by the building representative and sent to all members of the site, the site administrator, the association president and the superintendent.
 - 4. If an issue cannot be resolved at the building level, but can be solved with the help of the superintendent, this step will be taken before the issue is brought before the District communications committee.
 - 5. Should no agenda items be brought forward, an email will still be sent noting that there were no items to discuss. (2012)

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- C. There shall be three (3) district level communication meetings, one (1) per trimester, to be determined jointly in September. Additional meetings may be scheduled at the request of either party. Notes will be kept and distributed to all association and administrative members one (1) week after meeting. (2006)
- D. The Association Site Representative will serve on the district-wide committee.
- E. Other members of the committee shall be:
 - 1. Superintendent or designee
 - 2. DPEA president or designee
 - 3. Human Resources Director
 - 4. Site administrator or designee
 - 5. The person voicing the concern when appropriate.
- F. Up to three (3) observers for each party may be in attendance. Neither the District nor site meetings are intended to replace and shall not preclude the use of the Grievance Procedure.

Section 7: Management Rights

The District shall have the exclusive right to manage the affairs of the District provided that the wages, hours, terms, and conditions of employment stipulated by the statutes of the state of Washington, statutes of the United States, and the provisions stipulated within this Agreement are adhered to.

Section 8: Work Stoppage or Lockout

- A. The parties agree that during the term of this Agreement, there shall be no strike or other economic action by the employees or the Association and there shall be no lockout or other economic action by the District except that both parties mutually agree to reopen this Agreement for negotiations and both parties reserve full rights of economic action including strike or lockout at the expiration of this Agreement.
- B. In the event of any violation(s) of the type(s) described above, the District/Association, through its officers and representatives, agree they shall promptly exert every possible effort and take all possible action to expediently cause the people involved to immediately discontinue their violation(s) by:
 - 1. Delivering to the District/Association a copy of the District/Association's written notice that has been posted in appropriate locations and presented and delivered to all people involved, stating that they are violating this Agreement and that they should immediately and without exception, cease such violation(s).
 - 2. Taking such other actions as the District/Association deems reasonable and appropriate to cause the people involved in such violations to comply with the terms of this Agreement.

ARTICLE II - BUSINESS

Section 1: Deduction of Dues

- A. Upon receipt of a written Dues Deduction Authorization and assignment from a bargaining unit employee, the District shall make the appropriate payroll deduction as certified by the president of the Association and shall transmit the monthly dues to the designated officer of the Association. Any change in the rate of membership dues shall require at least thirty (30) days written notice to the Superintendent's office.
- B. It is understood and agreed that this dues deduction system is for the collection of dues only. Employees who wish to revoke this Dues Deduction Authorization may do so only upon written notice to the Washington Education Association. ~~president with a copy to the District Payroll Office.~~

Section 2: Representation Fee **TBD**

- A. Association Dues - The Association which is the legally recognized exclusive bargaining representative of the employees as described in the "Recognition" clause of this Collective Bargaining Agreement shall have the right to have deducted from the salary of members of the Association (upon receipt of a written authorization form) an amount equal to the fees and dues required for membership in the Association.
- B. Representation Fees - No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members but are members of the bargaining unit, will be required to pay a representation fee to the Association. The amount of the representation fee will be determined by the Association, and transmitted to the business office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that nonmembers shall be neither required nor allowed to make a political deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
- C. In the event that the representation fee is regarded by an employee as a violation of his/her right to non-association, such bona fide objections will be resolved according to the provisions of RCW 41.59.100, or the Public Employment Relations Commission.
- D. The Association will hold the District harmless for any action at law involving the District because of the operation of this section.

Section 3: Use of District Facilities Association Rights

- A. The Association and its representatives shall be granted the privilege of using District sites for meetings at such times that will not interfere with the normal operation of the business of the District and which will entail no additional cost for building maintenance or custodial care.
- B. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operation. Provided further that said representatives shall make a reasonable attempt to notify the site administrator or their designee of their presence.
- C. The Association shall be granted the privilege of using applicable technology and office equipment at reasonable times when such equipment is not otherwise in use. The Association shall furnish at its own expense the value of all paper and supplies related to such use and shall be held responsible for any damage or maintenance charges attributable to their use of such equipment.
- D. The Association may use District telephones for toll calls with the permission of the site administrator; however, the Association shall be billed and shall pay for all such charges.
- E. The Association shall have the privilege to post notice of activities and matters of Association concern via e-mail, link on the district website, or on the designated bulletin boards provided in the faculty lounges of each site that are specifically designated for that purpose. The material posted shall contain nothing of a libelous nature and shall clearly be labeled as official Association material. Posted notices shall not contain anything reflecting unfavorably upon the District, its management, or any of its employees.
- F. The Association shall be granted the privilege of using the employee mailboxes for communications with members of the Association. Such communications shall not violate RCW 42.17.130. All materials must be clearly labeled as Association materials and must bear the name of the originating officer. Courtesy copies of all materials will be made available to the site administrator on the day of distribution.
- G. The Districts shall furnish to the Association, upon written request, any information that is public record under the Public Disclosure Act of the state of Washington.
- H. The District shall furnish the Association with employee information on a monthly basis, including the name, assignment, work site, FTE, salary schedule placement, home address, work and home phone numbers, and email address of each employee, and employee directory; and any other information available in accordance with laws pertaining to the availability of district data.

Section : New Employees

By September 1 or within three (3) days from date of hire, the District shall provide the Association with a list of names of newly hired employees and their contact information. The Association shall be able to meet with new employees thirty (30) days after their hire date for a minimum of one (1) hour during regular work hours.

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Section 4: Association Meetings

During the District's Orientation Day, the District shall provide the Association with the opportunity to hold an Association meeting to explain the programs and operation of the Association and the rights and responsibilities of bargaining unit members under the Agreement. Whenever possible, Association meetings will be conducted outside of contract hours.

Section 5: Preparation Periods for Association Business

Association representatives may be allowed to use their before and after school time and preparation periods to conduct Association business in any site in the District provided they inform the administrator and make up the time on site within a 24-hour period. Such time is not to interfere with obligations such as staff meetings.

ARTICLE III – EMPLOYEE RIGHTS

Section 1: Disciplinary Action for Just Cause

- A. Discipline is any action not adversely affecting the contract status of an employee.
- B. Formal discipline is disciplinary action which results in a written record being placed in an employee's personnel file and will include the reason(s) for such action. Any document that will be placed in an employee's file will be labeled as such.
- C. Any specific complaint that might lead to discipline made against an employee or person for whom the employee is administratively responsible will be promptly, within two (2) business days, called to the attention of the employee except in cases where it might impede investigation of a potential criminal complaint.
- D. An employee may be disciplined for just cause ([see Appendix _____](#)). Charges forming the basis for a disciplinary action shall be made available to the affected employee at the time action is taken.
- E. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action.
- F. All employees shall be entitled to have a representative of his/her own choosing present during any formal disciplinary action, and advised by the administrator of this right, and shall be given adequate time for preparation.
- G. Formal disciplinary action shall provide the employee with the right to be heard and in each case shall afford recourse to the Grievance Procedure.
- H. In matters involving adverse contract changes, including nonrenewal and discharge, affected employees shall use appeal procedures provided in applicable statutes rather than the Grievance Procedure.

Section 2: Personnel Files

- A. The official personnel file of each employee is confidential and, as such, shall be available for inspection only to the management of the District and the individual employee, except as required by Public Records law. During regular working hours, individual employees shall, upon request, have the opportunity to review the contents of their personnel file and copy, at their expense, materials within the file. (2012)
- B. At the employee's request, some other individual of the employee's choosing may be present for the review of the official personnel file. No review of the official personnel file will be authorized unless supervised by the Superintendent or his/her designee. Nothing in the file may be removed, changed, or destroyed by the employee.
- C. The employee shall have an opportunity to attach written comments to anything in his/her file which he/she considers to be derogatory.
- D. On and after the effective date of this Agreement, copies of all written materials originated by the employee's site administrator shall be forwarded to the employee at the time they are placed in the official personnel file.
- E. Each certificated employee's official personnel file will contain only information pertinent to that employee's employment with the District. Unsubstantiated material derogatory to a staff member will not be placed in official personnel files. Substantiated material derogatory to the employee shall be kept only in the official personnel file. Administrators will be allowed to keep working personnel files for the purpose of yearly evaluations, but these files are to be destroyed at the end of the year.

- F. Any derogatory material not shared with an employee within twenty (20) working days of receipt or composition thereof shall not be allowed as evidence in any grievance or in any disciplinary action against such employee, nor shall any such materials be kept or placed in the official personnel file without the employee's knowledge and opportunity to attach his/her comments thereto.
- G. The employee has twenty (20) working days from the receipt of disciplinary material placed in the file to submit a statement in response to the information. Excepting formal evaluation reports, the personnel file of each employee shall be purged of disciplinary material older than five (5) years at the employee's direction.

Section 3: Academic Freedom

- A. The parties agree that the Board of Directors, under Washington State Law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials. The parties adhere to the principle of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues including controversial issues, when such are germane to the District's instructional program, and when related to subject matter in a given grade level. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for religious, political, or other propaganda, or for the militant advocacy of any particular cause or point of view.
- B. Questionable matters shall be referred to the site administrator in advance of presentation for decision by the site administrator on their use.
- C. The parties further agree that academic freedom matters shall be an appropriate subject for conference between the Association and the District.
- D. No mechanical or electronic device will be utilized to observe or place under surveillance any teacher without his/her knowledge or consent.

Section 4: Nondiscrimination

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, gender, gender identity, marital status, race, color, creed, national origin, religion, political affiliation, honorably discharged veteran or military status, the use of a trained guide dog or service animal by a person with a disability, or the presence of any disability unless such disability prevents the employee from performing the duties of this position.
- B. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both singular and the plural.
- C. The District agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, coercion, or harassment by the District representative against any employee.
- D. The Association recognizes its responsibility as bargaining agent and agrees to represent equally all employees in the bargaining unit without discrimination, interference, restraint, coercion, or harassment.
- E. The private and personal life of any employee is not within the appropriate concern of the Board unless such private and personal life directly affects the employee's job assignment.

Section 5: Harassment

- A. The Deer Park School District is a harassment free work zone.

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- B. The District prohibits sexual harassment of students, employees and others involved in School District activities. (Deer Park School District, School Board Policy No. 3205 and No. 5011)
- C. The District promotes mutual respect, civility and orderly conduct among District employees, parents and the public. Every effort will be made to maintain a reasonable, safe, harassment-free workplace for students and staff. Positive communication is encouraged and volatile, hostile, or aggressive actions are discouraged. Loud and/or offensive language which could provoke a violent reaction needs to be reported. (Deer Park School District, School Board Policy No. 4201)
- D. Reporting forms are available from the Deer Park School District Human Resources Department.

Section 6: Employee Facilities

- A. The District will provide the following facilities and equipment for use of employees:
 - 1. Designated space for storage and instructional materials for all classes.
 - 2. A work area with ~~such~~ [adequate functioning](#) equipment, [supplies and materials that](#) employees need to fulfill their duties. The District will provide access to a site copy machine for legal reproduction of materials for instruction.
 - 3. A faculty lounge.
- B. All employees will be given keys to their classrooms, work area, and upon request, to the outside door of their assigned site.

Section 7: Classroom Visitation

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school who wish to visit a classroom shall obtain the approval of the site administrator or his/her designee and such appointments shall be coordinated with the affected employee.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

Section 8: Staff Protection

The District agrees that it will include employees as insured(s) in the District liability policy. The District shall reimburse employees for replacement of any clothing or other personal property damaged or destroyed in a disturbance as provided by RCW 28A.400.370.

ARTICLE IV – WORKING CONDITIONS

Section 1: Hiring Practices

The District shall employ only employees who are certificated and credentialed as required by applicable state and federal laws. All employees shall be placed appropriately on the salary schedule contained herein. The District's Affirmative Action policy (5010) shall be available on the district website. Refer to Appendix B for hiring of extra-curricular personnel. (2013)

Section 2: Individual Contracts

- A. Each employee shall be issued an individual employment contract which shall be in conformity with Washington State Law, State Board of Education regulations, and this Agreement.
- B. Should the District issue contracts prior to completion of good faith negotiations, such contracts shall be based on the salary schedule currently in effect, together with the inclusion of a rider specifying the District will enter into or has entered into good faith negotiations with the Association. Said rider will specify that salaries and terms and conditions of employment will be adjusted in conformity with the agreements reached between the District and the Association.
- C. The employee shall sign one (1) copy of the contract and return it to the District. One (1) executed copy of the contract will be placed in the employee's official personnel file and a copy will be returned to the employee.

Section 3: Extra-Curricular Positions

Extra-curricular positions which require certification are those positions which have both a classroom and extended day component and therefore are contractually linked. Any position which in the future doesn't meet this guideline will no longer be considered an extra-curricular activity and will be excluded from this Bargaining Agreement. (2013)

Section 4: Supplemental Contracts

- A. Supplemental contracts, when issued, are pursuant to RCW 28A.405.240 and are not a continuing contract within the scope of RCW 28A.405.210.
- B. Employees having extra-curricular responsibilities covered by a supplementary contract shall be entitled to receive as soon as possible and in no case later than July 10, written notice for termination of these extra-curricular duties for the ensuing year. (2013)

Section 5: Contract Resignation

- A. Resignations should be submitted to the Superintendent as soon as feasible. Should an employee wish to resign his/her position after August 1st, the Board may elect to offer a leave of absence in lieu of accepting the resignation.
- B. The District and the Association recognize the importance of early planning for staffing purposes. A District medical payment equivalent to two-hundred fifty dollars (\$250) per month for twelve (12) months will be paid as a lump sum payment of three-thousand dollars (\$3,000) into a VEBA account for teachers who submit their notice of retirement prior to March 15. (2009) (2011)

Section 6: Length of Workday

The employee workday shall be seven and one-half (7 1/2) hours including a thirty (30) minute duty-free lunch period. Before and after school time will be a mutually determined schedule, and used for the purposes of staff meetings, committee meetings,

planning, and access for students and parents. The employee workday shall be equal in hours for all certificated employees; however, the starting and dismissal times may vary between and within sites. Variances from the regular site workday must be made with the concurrence of the effected employee. (2012)

Section 7: Preparation Time

All employees shall have the equivalent of at least one (1) preparation period during each student day of at least forty-five (45) minutes, excluding days where the school day is condensed. Employees within each building will receive an equitable amount of preparation time. [Employees within each building will receive an equitable amount of preparation time.](#) It is understood that one (1) forty-five (45) minute block per day allows for better preparation and that a reasonable effort will be made to reach this goal. Prep times will be spent on school grounds unless permission to leave is given by an administrator.

Section 8: Class Coverage

- A. When a suitable substitute cannot be obtained at the elementary or secondary level for an activity [or class period](#), an employee may cover a class during his/her preparation time. ~~The employee will receive per diem pay, to be received after the fifth coverage or if less than five (5) periods, at the end of the school year.~~ Such substitution is purely voluntary and will not be used for the purpose of evaluation. [The employee shall be compensated at their per diem rate of pay when covering a class for another employee.](#)
- B. [The District shall not reassign students to other certificated employee's classrooms during the employee's instructional day.](#)
- C. Employees who cover classes for administration of standardized testing may accumulate lost planning time and defer it to be used for planning at a later time at a rate of three (3) periods equaling a half day and six (6) periods equaling one (1) day. Employees may elect to receive supplementary pay rather than deferred planning time. Any coverage of classes must be preapproved by the site administrator. The deferred planning day must be coordinated with the site administrator.

Section 9: Delayed Start/Early Dismissal

- A. In the event of a late start due to an emergency, certificated staff will be expected to arrive one-half (½) hour before the scheduled start time of the building. (2015)
- B. In the event of early release, staff will be allowed to leave after the busses depart. (2015)

Section 10: Employee Work Year

The employee work year shall consist of 180 student days. If any days are lost due to an act of God and attendance of students is excused by the Office of the Superintendent of Public Instruction, employees shall not be required to make up such days.

Section 11: District Calendar Adoption Process

There shall be a District calendar committee which shall be responsible for recommending a calendar to be used for the following school year. The committee shall include association representatives appointed by the association President. ~~We~~ The parties agree that school will start the Wednesday before Labor Day. There will be at least a two-week Winter Break and a one-week Spring Break that match the larger districts in the area. There will be a four-day President's Day weekend. An emergency make-up day will be built into the calendar. Calendar(s) for subsequent years will be determined by the parties on or before May 1.

Section 12: Site-Based Management

Deer Park School District values the participation of employees in the site-based shared decision-making process. The purpose of site-based shared decision making is to improve student learning through the collaborative development of a shared vision. In order to achieve the collaboration necessary to develop this vision, the District and Association acknowledge that sharing of decision making will be necessary. Our commitment to collaborative participation will help ensure a positive culture within the district that supports student learning.

ARTICLE V – LAYOFF AND RECALL

Section 1: Seniority List

- A. By December 1 of each school year, the Superintendent will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. The publication will be electronic; however, a printed version will be available for any certificated employee who requests one. It will be the responsibility of each employee to verify his/her seniority ranking and promptly to report any dispute thereof in writing to the Association and the District. Each employee who, within fifteen (15) days after posting, fails to notify the Association and the District that a dispute exists regarding his/her seniority ranking as posted, will be presumed to have concurred with the seniority ranking ascribed to such employee on the posted list.
- B. By February 1, the District will compile and electronically distribute to all certificated employees and the Association the final list, ranking from greatest to least seniority.
- C. In no event will personnel outside the bargaining unit be included on the seniority list nor will the Board add such personnel to the seniority list in the event of layoff. No employee outside the bargaining unit will be reassigned to a position within the bargaining unit.

Section 2: Layoff and Recall Procedures

- A. Prior to the implementation of a layoff, the District agrees to meet and confer with the Association regarding the rationale for reduction in force and to jointly explore alternatives. The District will provide the Association a detailed report of the financial affairs of the District and the District agrees to make a good faith effort to consider all resources available, prior to laying off employees.
- B. In the event of financial emergency, the Board on or before May 15, acting on the recommendation of the Superintendent following discussions with staff, will determine the extent of the modified educational program. Financial emergency may include loss of local school levy, significant decrease in school enrollment, or other serious revenue loss. The Board will determine the modified educational program for the ensuing school year and the positions to be eliminated.
- C. The term “layoff” as used herein refers to action by the Board reducing the number of certificated employees within the bargaining unit due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.
- D. Certificated employees with valid contracts will not be laid off during any school year.
- E. All layoffs will take effect immediately following the end of the school year. In the event of a layoff, the Board will provide written notice to all affected certificated employees on or before May 15 of the current year.
- F. In an effort to eliminate the necessity of involuntary layoffs, a reasonable effort will be made to ascertain the number of certificated positions that will be open for the following school year by reason of normal attrition outlined below: ~~Such vacancies will not be filled except as indicated in (4) below:~~
 - 1. Certificated employee retirements.
 - 2. Certificated employee resignations.
 - 3. [Nonrenewal of leave replacement employees](#)
 - 4. [Nonrenewal of rehire/retire employees](#)

- 5. [Nonrenewal of provisional employees](#)
- 6. [Transfers of employees within the District](#)
- 7. [Leaves of absence](#)

- G. Before the implementation of the reduction in force procedure, the entire certificated staff will be offered the opportunity to make a written application for a year's leave of absence without pay. The Board may grant such leaves of absence if the granting of such leave would eliminate the necessity for involving termination of a certificated employee. Such permission may be withheld if such leave of absence, in the Board's opinion, will further impair the modified education program to be retained.
- H. Vacant positions will be filled by transferring qualified current certificated employees within the District.
- I. All retained employees will meet the following qualifications:
 - 1. A valid Washington State certificate as required by the Superintendent of Public Instruction, including appropriate endorsements.
 - 2. Teaching experience at that particular level. Levels are defined as elementary (K-5), broad subject area at the secondary level (6-12) or special program, or
 - 3. A major or WEST-E/NES Test in that particular subject area or level or ability to become- endorsed before the beginning of the next school year.
- J. Prior to May 15, as required by state law, the certificated employees to be laid off will be identified pursuant to the policy herein provided, and such employees will receive a notice of probable nonrenewal of their individual teaching contracts for the ensuing school year.
- K. When more than one person qualifies for a particular position under the criteria listed herein, the layoff will be by seniority. Seniority is defined as length of time of service within the State of Washington.
- L. In the event of more than one individual employee having the same seniority ranking after applying the above provision, the tie will be resolved using the following criteria in descending order:
 - 1. Seniority in the Deer Park School District;
 - 2. Number of years worked in the education profession;
 - 3. Graduate degree(s);
 - 4. Accumulated credits/clock hours as used for salary schedule placement;
 - 5. National Board Certification
 - 6. Lottery –all certificated employees so affected may participate in a drawing by lot to determine position on the seniority list. The Association and the certificated employees so affected will be notified in writing of the time, date and place of the drawing. The drawing will be conducted openly and at a time and place which will allow affected certificated employees and the Association representative to be in attendance.

Section 3: Provisions for Re-employment

- A. All certificated employees who are not recommended for retention in accordance with these procedures will be terminated from employment and placed in an employment pool for possible reemployment. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified on a seniority basis defined herein.
- B. When a vacancy occurs for which any person in the employment pool qualifies, notification from the Superintendent to such individual will be by certified or registered mail and the Superintendent will attempt personal contact. The job will be held for ten (10) days after the issuing of the certified or registered mail. Such individual will have five (5) calendar days from receipt of the letter or from date of personal contact to accept the position. It will be the obligation of the individual in the employment pool to keep the Superintendent's office notified as to where they can be reached. An employee will remain in the employment pool for three (3) years.

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- C. An employee assigned out of his/her usual teaching assignment will have first opportunity at a position similar to his/her previous teaching assignment at the time of layoff when such a position becomes available.
- D. At the end of any school year in which any modified educational program is implemented, certificated employees remaining in the employment pool will be offered contracts for certificated positions for which they are qualified in accordance with this policy. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool will be reestablished.
- E. It is understood and agreed that although employees properly laid off pursuant to the terms hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a position and a salary for the forthcoming fiscal year, each laid off employee will be considered as to have employment status with the District for purposes of accruing seniority.

Section 4: Layoff Benefits

- A. Providing the carrier permits, the Board will allow the individual to pay the full cost of the insurance benefit program. (2012)
- B. An employee may be on the District-wide substitute list. Substitute positions will be offered to individuals in the reemployment pool until all substitutes in the pool have been contacted or an attempt to contact them has been made.
- C. All benefits will be restored to the current benefit package to the employee upon his/her return to active employment and the certified employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

ARTICLE VI – PROFESSIONAL GROWTH AND EVALUATION OF SCHOOL PERSONNEL

Section 1: Definitions

As used in this section, “certificated classroom teacher” and “teacher” mean a certificated employee who provides academically-focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140(1) through (3) and (6)(a) through (e) and (g).

- A. The term “**Artifacts**” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the evaluation system. Artifacts should not be created specifically for the evaluation system.
- B. The term “**Certificated Support Personnel**” shall mean counselors, librarians, instructional coaches, TOSAs, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet the definition of classroom teacher. Certificated support personnel will be evaluated using the Track Two evaluation process.
- C. The term “**Classroom Teacher**” shall mean certificated staff (including art, music, and P.E., and world language specialists) with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teacher” or “teacher” does not include certificated support personnel.
- D. The term “**Component**” shall mean the sub-section of each criterion.
- E. The term “**Employee or Employees**” shall mean both classroom teachers and certificated support personnel except where otherwise specified.
- F. The term “**Evaluation**” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, inform professional practice and assess total job effectiveness. The evaluation system consists of two (2) tracks:
 - 1. Track One: for classroom teachers, a Comprehensive or Focused evaluation process will be used; or
 - 2. Track Two: for certificated support personnel, a long-form or short-form evaluation process will be used.

- G. The term “**Evaluation Criteria**” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
- H. The term “**Evaluation Report**” shall mean that document which becomes a part of the employee’s personnel file.
- I. The term “**Evaluator**” shall mean the building principal/designee of the employee being evaluated.
- J. The term “**Evidence**” shall mean any artifact, observed practice or results of the classroom teacher’s work that demonstrates the teacher’s ability and skills in relation to the instructional framework. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher’s level of performance. It should be gathered from the normal course of employment.
- K. The term “**Instructional Framework**” shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Danielson Framework for Teaching Evaluation as the basis of the evaluation process.
- L. The term “**Not Satisfactory**” for Track 1 teachers shall mean:
1. Provisional and continuing contract teachers: Receiving a summative score of Unsatisfactory or Level 1 is not considered satisfactory performance.
 2. Continuing contract teachers with more than five (5) years teaching experience in the state of Washington: Receiving a summative score of Basic or Level 2 for two (2) years in a row or two (2) years within a consecutive three-year period, is not considered satisfactory performance.
- M. The term “**Observation**” shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of observing instruction and examining evidence over time, based on the district adopted teacher evaluation model.
1. A “**Formal Observation**” shall mean a documented observation that is prescheduled.

2. An “Informal Observation” shall mean a documented observation that is not required to be pre-scheduled.
- N. The term “Provisional Employee” shall mean any employee in a teaching or other nonsupervisory certificated position during their first three (3) years of employment. Provisional employees are subject to nonrenewal of contract during the first three (3) years of employment unless:
1. The employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be a provisional employee in their first year of employment; or
 2. The employee has received an overall evaluation rating of Unsatisfactory during their third year of employment, in which case the employee shall remain subject to nonrenewal of employment until they receive a Satisfactory or Basic – Level 2 rating or higher; or
 3. The Superintendent makes a determination to remove an employee from provisional status if the employee receives one (1) of the top two (2) evaluation ratings during the second year of employment by the District.

Provisional status shall include any employee who is re-employed with the District after a break in service.

- O. The term “Rubrics” shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
- P. The term “Scoring Band” shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.

<u>Level 1</u>	<u>Unsatisfactory</u>	<u>8 – 14</u>
<u>Level 2</u>	<u>Basic</u>	<u>15 – 21</u>
<u>Level 3</u>	<u>Proficient</u>	<u>22 – 28</u>
<u>Level 4</u>	<u>Distinguished</u>	<u>29 – 32</u>

Component scores within a criterion and the included student growth scores will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with the fractions below .5 will be rounded down and

all fractions .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.

- Q. The term “Student Growth” shall mean the change in student achievement in subject matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
- R. The term “Student Growth Data” shall mean data that is relevant to the teacher and subject matter. It must be a factor in the evaluation process and may include formative and summative measures, school-wide and/or district-wide assessments.
- S. The term “Summative Performance Ratings” shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

Section 2: Evaluation Procedures

- A. It shall be the responsibility of a principal/~~or his or her~~ designee to evaluate all **classroom teachers** employees in his or her school.
- B. Total observation time for each **teacher employee** for each school year shall be not less than sixty (60) minutes and in accordance with WAC 392.191A.110
- C. An **teacher employee** in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes.
- D. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing, and shall provide the teacher with a copy within three (3) days after such report is prepared.
- E. New **teachers employees** shall be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of their employment period. ~~This initial ninety (90) day observation will include selected components from the four domains.~~ The initial ninety (90) day observation will ~~also~~ include the pre-observation conference, an **classroom** observation, and post-observation conference. ~~but will not include the prepared Deer Park/Danielson lesson plan.~~
- F. Each ~~classroom teacher~~ **employee** shall have the opportunity for confidential conferences with his or her immediate supervisor on no less than two (2) occasions in each school year. Such confidential conference shall have as its sole purpose the aiding of the administrator in

his or her assessment of the employee's professional performance, and may include evidence of professional growth.

G. Consistent forms will be used for ~~both comprehensive and focused~~ all evaluations.

Section 3: ~~Procedures for~~ Track One Evaluation of Classroom Teachers (Comprehensive and Focused):

- A. Evaluative criteria must contain as a minimum the criteria established by the superintendent of public instruction. These criteria shall be revised upon any revisions made by OSPI. The minimum criteria shall include:
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 student 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 practice and student learning.
- B. Classroom teachers shall be evaluated using the Danielson Framework for Teaching, as approved by the Office of the Superintendent of Public Instruction (OSPI).
- C. A four-level rating system shall be used to evaluate the certificated classroom teacher. The summative performance ratings shall be as follows:
1. Level 1 - unsatisfactory
 2. Level 2 - basic
 3. Level 3 – proficient
 4. Level 4 – distinguished
- D. Evaluators shall rate teachers on the components of the Danielson Framework and generate a rating for the relevant/required state criterion or criteria.
- E. Informal Observations:
1. An informal observation, such as a walk-through, is an observation that is not required to be pre-scheduled. Additional informal 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. A variety of professional meetings or interactions may be used for informal observations.
 4. If there is an area of concern based upon any such informal observation, the teacher shall be notified in writing within five (5) school days in order for that evidence to be used in the evaluation process.
 5. Any time after an informal observation a teacher may request feedback regarding the observation.

Section 4: Track One - Comprehensive Evaluation

- A. All classroom teachers shall receive a Comprehensive Evaluation at least once every four (4) years. A Comprehensive Evaluation assesses all eight (8) evaluation criteria and all criteria contribute to the Comprehensive Evaluation performance rating.

- B. The following categories of classroom teachers shall receive an annual Comprehensive Evaluation: ~~Classroom teachers who are~~ provisional employees under RCW 28A.405.220; ~~any~~ classroom teachers who have received a Comprehensive Evaluation performance rating of level 1 or level 2 in the previous school year and classroom teachers who have completed three (3) or more years on the focused evaluation.
- C. The Comprehensive Evaluation process shall include the following:
1. Teachers new to the district and teachers returning to a comprehensive evaluation following one or more focused evaluations shall complete a self-reflection by October 1.
 2. The following categories of classroom teachers shall receive an annual Comprehensive Evaluation: Classroom teachers who are provisional employees under RCW 28A.405.220. Any classroom teacher who received a Comprehensive Evaluation performance rating of Level 1 or Level 2 in the previous school year.
 3. The teacher is encouraged to actively participate in the evaluation process through collection of potential evidence of proficiency throughout the year.
 4. At least one (1) observation during the year must include the entire observation cycle of a pre-observation/planning conference centered around a prepared lesson plan, a classroom observation, and followed by post-observation conference.
 5. Prior to the second observation the evaluator and teacher will determine the remaining components to be covered.
 6. In a Comprehensive Evaluation, a classroom teacher shall receive one of the four (4) summative performance ratings for each of the state eight (8) criteria ~~in (C)(1) of this Article~~ and one of the four (4) summative performance ratings for the evaluation as a whole, which shall be the Comprehensive Evaluation performance rating.
 7. The teacher and principal shall hold a summative rating conference to discuss the following:
 - a. The teacher's self-rating on all components;
 - b. The principal's preliminary rating on all components and criterion; and
 - c. Any additional evidence the teacher would like the principal to consider before making a final summative rating.
 - d. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the Superintendent or they may be forwarded to the Superintendent within seven (7) school days following the evaluation conference.

Section 4: Track One - Focused Evaluation

- A. In the years when a Comprehensive Evaluation is not required, classroom teachers who received a Comprehensive Evaluation performance rating of Level 3 or above in the previous school year are required to complete a Focused Evaluation.

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- B. One (1) of the state eight (8) criteria for certificated classroom teachers must be assessed in every year that a Comprehensive Evaluation is not required.
- C. The selected criteria must be approved by the teacher's evaluator and may have been identified in a previous Comprehensive or Focused Evaluation as benefiting from additional attention.
- D. The evaluation must include an assessment of the criterion using the instructional framework rubrics and the superintendent of public instruction's approved student growth rubrics. More than one measure of student growth data must be used in scoring the student growth rubrics.
- E. The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.
- F. A group of teachers may focus on the same evaluation criteria and share professional growth activities.
- G. The summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 – Distinguished may be awarded by the evaluator.
- H. A teacher may be transferred from a Focused Evaluation to a Comprehensive Evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Transfers from Focused Evaluation to Comprehensive Evaluation must occur before December 15th. Decisions to move a teacher to a Comprehensive Evaluation for the upcoming school year must be based on potential areas of concern rather than evaluator convenience. The evaluator must communicate this change by the end of the school year.
- I. In the event the evaluator determines to move the teacher from Focused to Comprehensive due to potential areas of concern, the evaluator and the employee shall meet by October to attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration may be given to utilizing the services of other resource persons and/or staff development funds. As part of this plan an independent mentor/evaluator may be hired to assist in the improvement of instruction of the employee. The independent mentor/evaluator will be mutually agreed upon and paid for by the District and the Association. If the site administrator and employee are unable to agree upon a mutually acceptable plan, the DPEA President or Designee, and Superintendent or designee, will develop the plan.
- J. A classroom teacher may apply the focused evaluation professional growth activities toward the professional growth plan for professional certificate renewal as required by the professional educator standards board.

Section 5: Student Growth Data

- A. Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers as directed, required, and defined by the Office of the Superintendent of Public Instruction. As used in this subsection, "student growth" means the change in student achievement between two points in time.
- B. The evaluator shall consult with the teacher(s) to identify student growth and achievement data that are relevant to the teacher(s) and subject matter that will be used in assessing the state required student growth components.
- C. The evaluator's determination of proficiency level ratings must be based on multiple measures. "Multiple measures" is defined as performance level ratings from at least two of the following assessment categories: classroom-based, school-based, district-based, and state-based tools.

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- D. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
- E. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
- F. An overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI and as they may be revised from time to time. Ratings will be "low," "average" or "high" as defined by OSPI.
- G. A classroom teacher with a preliminary summative evaluation rating of Distinguished with a Low student growth rating will receive an overall summative Proficient rating.
- H. Conduct a student growth inquiry. Within two months of the teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by the evaluator:
 - 1. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices and/or;
 - 2. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned and/or;
 - 3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or;
 - 4. Create and implement a professional development plan to address student growth areas.

Section 6: Certificated Support Personnel, Track Two

- A. Certificated support personnel shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement . Employees shall be evaluated annually, such evaluations to be completed no later than May 15 of the year in which the evaluation takes place.
- B. Principals and other supervisors and their administrative/supervisory designees may make evaluations at any time during the school year, such evaluations may cover individual observations for such periods of time as may be identified in the evaluation report. Any additional evaluations shall be for the purpose of improving employee performance.
- C. No formal written program for improvement shall be developed or required of an employee prior to the completion of the employee's evaluation, or beyond May 1, of the school year.
- D. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the evaluation report within three (3) days.

- E. The employee shall sign the District's copy of the evaluation report to indicate that they have received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation.

- F. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District Human Resource Department; or they may be forwarded to the Human Resource Department within seven (7) school days following the evaluation conference.

- G. Following the completion of each required evaluation report, a meeting shall be held between the evaluator and the employee to discuss the evaluation.

- H. In the event that any evaluation report indicates that the employee has performance deficiencies in one (1) or more of the overall areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver such plan to the employee.

Section 7: Long-Form Evaluation

Provisional certificated support personnel shall be evaluated using the long-form evaluation process. Continuing certificated support personnel will be required to complete the long-form evaluation process once every four (4) years.

Section 8: Short-Form Evaluation

After an employee has had four (4) years of satisfactory evaluations, upon mutual consent of the employee and the supervising administrator, the employee may be evaluated using the short-form process. The short-form evaluation will be based on informal observations throughout the year totaling at least sixty (60) minutes.

At least once every four (4) years, the employee will be evaluated using the long-form process.

Section 9: Probation

- A. At any time after October 15th, a non-provisional employee whose work is not judged to be Satisfactory based on district evaluation criteria shall be notified in writing of the specific

areas of deficiencies along with a reasonable program for improvement. [Employees may only be placed on probation from the Comprehensive or Long-Form evaluation process.](#)

- A. The district will develop a program of improvement and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the ~~teacher's~~ [employee's](#) success or failure. The program will include supports provided and funded by the district, the dates those supports will be put in place, and the duration of the probation.

- B. For [Track One](#) classroom teachers ~~who have been transitioned to the revised evaluation system~~, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:
 - 1. Level 1; or
 - 2. Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

- C. During the period of probation, the ~~teacher~~ [employee](#) may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for non-renewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the school district.

- D. A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2.

- E. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.

- F. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval. The Association President will be notified of any employee on probation. During the probationary period, an employee may have an Association representative present during conferences held regarding deficiency.

- G. During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.

- H. The evaluator may authorize one (1) additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.

- I. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.
- J. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.
- K. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- L. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement [as follows](#):
 1. A [Track One](#) classroom teacher ~~who has been transitioned to the revised evaluation system~~ must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five (5) or fewer years of experience, or of Level 3 or above for a continuing contract employee with more than five years of experience.
 2. [A Track Two certificated support personnel employee must be removed from probation if they have demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the initial notice of deficiency and subsequently detailed in the program for improvement.](#)
 3. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

Section 10: Notice of Discharge, Removal from Assignment

- A. When [a Track One](#), continuing contract employee with five (5) or more years of experience receives a Comprehensive Evaluation performance rating below Level 2 for two (2) consecutive years, the school district shall, within ten (10) days of the completion of the

second summative Comprehensive Evaluation or by May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

- B. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year.
- C. ~~In the case of a classroom teacher who has been transitioned to the revised evaluation system, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings specified in (E) (10) of this section.~~
- D. ~~This~~ Reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.
- E. If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15 of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.

Section 11: Appeals

As provided for in state law (RCW 28A-405-300), the employee receiving a notice of nonrenewal shall have the opportunity for a hearing before the Board for provisional teachers or a hearing officer for all other teachers, but such request must be made in writing to the chairman or secretary of the Board within ten (10) days after the receipt of the notice of nonrenewal.

Section 12: General Requirements

- A. **Work Site Limit:** All formal observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's normally assigned work site(s).
- B. **Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that they have received a copy of the observation and/or evaluation report, not that they necessarily agree with its content.
- C. **Copy and Response:** A copy of each observation shall be given to the employee within five (5) working days of the observation. A copy of the evaluation shall be given to the employee

by June 1. Within seven (7) working days, the employee may submit written comments concerning the report which shall be attached to the report in the employee's personnel file.

- D. **Evaluator's/Supervisor's Yearly Evaluation File:** The evaluator's/supervisor's yearly evaluation file shall be purged at the end of each school year or no later than June 30.
- E. **Surprise Bar:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.
- F. **Use of Evaluation Results:** Evaluation results shall be private and confidential and shall be used:
 - 1. **To Document Satisfactory Performance:** To document the satisfactory performance by a teacher of his/her assigned duties;
 - 2. **To Identify Areas for Professional Growth:** To identify area(s) for professional growth according to the criteria included on the evaluation instrument;
 - 3. **To Document Unsatisfactory Performance:** To document performance by a teacher judged unsatisfactory, based on the adopted evaluation criteria.

ARTICLE VII – ASSIGNMENT, TRANSFER AND VACANCY

(Note: this proposal will be presented at the next bargaining session.)

The District and the Association agree that employees should be assigned to teach the subjects, grades, classes, within their teaching certificates and/or fields of study or specialty qualifications. Employees being reassigned or transferred will be notified as soon as the reassignment has been determined or May 30th or whichever comes first, except when a reassignment or transfer become necessary after that date because of unforeseen circumstances in which case the employee shall be notified without delay. Special services members who could be itinerant are considered district employees and not building employees for the purpose of this section. (2009)

Section 1: Reassignments (2015)

- A. *Reassignments will be defined as movement within the site under the same administrator.*
- B. *Each spring, site administrators will ask Association members for written input regarding their assignment preferences using the Assignment Input Form (Appendix K). (2012)*
- C. *When there is an open position it will first be announced via email within a building. Those in-building continuing contract employees whose contract is equivalent in FTE to the open position need to express their interest in writing to the site administrator. (2013)*
- D. *An employee is eligible to request in-building reassignment if he/she possesses the necessary certification and endorsement for the position, is not on provisional status, and has received an overall "proficient" on his/her last evaluation.*
- E. *If more than one (1) eligible employee requests voluntary reassignment, the individual with the most District seniority will be granted the reassignment. If the applicants have equal District seniority, the reassignment will be granted to the person with the greatest Washington State seniority.*
- F. *Reassignment into the following positions is restricted and is not subject to the voluntary reassignment provisions and seniority as stated above.*
 - 1. *Teacher on Special Assignment (TOSA)*
 - 2. *Instructional Support Specialists*
 - 3. *School Counselors*
 - 4. *Technology Specialists*

Employees may apply for these positions using the "Vacancies" provisions below.

Section 2: Vacancies

- A. *When a position is open that has not been filled through reassignment, the position may be posted in-district and outside the District at the same time. Those employees who are on a one (1) year contract that has not yet expired, may apply at this time. The posting will be emailed to the Association President for posting on the Association website. Postings will be sent to each school and posted in a prominent designated area and posted on the district website. (2013)*
- B. *All qualified in-district candidates will be offered an interview.*
- C. *No one shall serve on a hiring team when a spouse, partner or family member is a candidate.*
- D. *All unsuccessful applicants for a position may request a personal conference with the Superintendent to discuss the rationale as to why the reassignment or transfer was not granted.*

- E. *The District reserves the right of assignment, therefore decisions regarding assignments and transfers shall not be subject to the Grievance Procedure. (2012)*

Section 3: Involuntary Transfers

- A. *An Involuntary Transfer will be a transfer of an individual between buildings that an employee has not requested.*
- B. *The District recognizes that the assignment and transfer of an employee directly affects the employee's satisfaction and effectiveness in the workplace. In the spirit of maintaining positions, involuntary transfers will take place prior to reassignments. The District will not involuntarily transfer employees for arbitrary and capricious reasons.*
- C. *In the event that the Deer Park School District finds it necessary to involuntarily transfer certificated staff, then the following procedures will be used in the event of changes in enrollment/staffing needs:*
1. *When determining involuntary transfers, the District will give consideration to the employee's personal preference and qualifications in the areas of training and experience.*
 2. *Certificated employees will not generally be assigned to areas; outside the employee's certificated/endorsed area(s); areas in which they are required to obtain emergency certification; or, areas in which the employee has less than two (2) years teaching experience. The number of years since teaching in the assigned area, the number of times the individual has been recently transferred, and the seniority within the district will all be considerations.*
 3. *Written communication from the Superintendent or designee will inform the Association President prior to notification of the affected staff member.*
 4. *Prior to implementing an involuntary transfer, the Superintendent or designee will discuss the transfer and rationale with affected employee(s) and will consider the employee's concerns. Affected employee(s) will have the opportunity to present options and alternatives.*
 5. *Except in an emergency, such notice will be given as early as possible but not later than the last regularly scheduled school day.*
 6. *Employees will be provided reasonable assistance in facilitating the move. This assistance may include up to two (2) days per diem pay or three (3) days of substitute coverage at the employee's discretion.*
 7. *Employees who have been involuntarily transferred will not be evaluated unsatisfactory in the areas of "Knowledge of Subject Matter" or "Professional Preparation and Scholarship" during the first year of their involuntary transfer.*
 8. *An administrator will meet with the individual being involuntarily transferred in order to develop an instructional support plan that may include but is not limited to mentoring, classroom observations, and meetings with department members.*
 9. *Employees involuntarily transferred will be given priority to return to a similar position at the previous site for three (3) years. Refusal to return when an opening occurs terminates the employee's right to return to the previous position.*

Section 4: Exceptions to Transfer Procedures

- A. *If the performance of an employee is the cause of transfer from one building to another, the employee shall be notified of those concerns by his/her immediate supervisor as a regular part of the annual evaluation cycle. The employee shall have been provided a reasonable opportunity to remediate the problem, unless the concerns arose at such time and/or were of such magnitude as to make remediation impractical. In such cases only the following provisions of this article apply: three, four, five and eight.*

- B. *In extenuating circumstances, for example legal issues between staff members or relationships causing disruption to the workplace, the Superintendent and the Association President will meet to discuss transfer options. In such cases only the following provisions of this article apply: three, four, five and eight.*
- C. *If the Superintendent becomes aware of an intimate, romantic, or dating relationship between a supervisor and a subordinate employee, the Superintendent may require an involuntary transfer. (2012)*
- D. *The District will continue to have the exclusive right to transfer programs and appropriate staff as necessary for the benefit of the educational program. (2011)*

Section 5: Job Sharing

- A. A job-sharing assignment is the sharing of one full-time regular position between two current staff persons.
- B. Employees interested in job share assignments will submit a letter of interest to the supervising site administrator by May 15th for such position. Applying teachers should be prepared to discuss the following with the site administrator: (2009)
 - 1. Teacher compatibility (personal traits, educational philosophy, areas of effectiveness, and experience)
 - 2. Division of teaching tasks
 - 3. Management of the following items:
 - a. Faculty meetings
 - b. Parent meetings
 - c. Classroom parties and field trips
 - d. Student learning objectives
 - e. Staff development
 - f. In-service
 - g. Open houses
 - h. Parent/student orientation
 - i. Opening and closing of school
 - j. Room participation and closure
 - k. Both employees must meet qualification requirements for the position. (2006)
 - 4. Agreement on the acceptable division of time
 - 5. Basic ground rules on discipline
 - 6. Communications system between the two teachers, with site administrator(s), with parents, and with other staff
 - 7. A statement describing how job sharing will benefit the educational process for the District.
- C. Employees will be informed of the status of the position by June 1 and the District will make a final decision as soon as possible. (2009)
- D. Each employee shall be placed on the appropriate position of the salary schedule in accordance with Appendix A, and receive a pro rata share of the stated salary based on their full-time equivalent work year. Fringe benefits shall also be prorated on the basis of FTE. Each employee shall receive a prorated share of planning time and other benefits appropriate to the particular position.

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ARTICLE VIII - INSTRUCTION

Section 1: Substitutes

- A. The District will attempt to provide a diverse substitute pool for all certificated employees for classroom time for all absences.
- B. The District will accept employee input for names of substitutes. A list of substitutes will be available through school secretaries for teacher review.
- C. The District agrees to notify substitutes at the earliest possible date and time when their services are to be used, assuming adequate notice is given by the absent employee. If adequate notice is provided, the substitute will be expected to adhere to the workday of the regular employee whom he/she is replacing.
- D. Employee preference for short-term substitutes will be recognized and reasonable attempts made to honor the request. For long-term substitutes, concurrence of site administrator and employee shall exist.
- E. Employees are encouraged to communicate the quality of substitute teachers to the administration. A Substitute Teacher Appraisal form (Appendix C-5) will be provided to do so.

Section 2: Paraeducator Supervision

Site administrators will make a reasonable effort to communicate with affected certificated staff when hiring or transferring paraeducators. Affected employees will be conferred with prior to arranging pre-planned absences and substituting paraeducators in other positions.

Section 3: Non-Instructional Duties

- A. The parties recognize that trained certificated staff be associated with students as they participate in school activities; accordingly employees shall be required to perform other duties outside of the normally assigned and required duties as specified in RCW 28A.405.240 and by the other applicable rules, regulations, and codes of Washington State.
- B. Assignments to these activities, when occurring, shall be during the regular school day and will be made on an equitable basis district-wide. These duties will be held to a minimum. Paraprofessionals, when available will be used to perform non-instructional duties.

Section 4: Student Teachers

The District will permit student teachers from various area colleges under the following guidelines:

- A. A supervising teacher must have ~~two (2)~~ at least three (3) years of successful experience, one (1) year of which is in the Deer Park School District.
- B. The site administrator shall notify staff when area colleges request placement for student teachers in the District. Student teachers will be assigned only to teachers who have indicated to the site administrator that they desire a student teacher.

- C. No teacher will be assigned a student teacher without his/her prior consent or knowledge of such an assignment. When possible, such assignment shall be announced at least two (2) weeks in advance of the student teacher's arrival.
- D. No teacher will be assigned more than one (1) student teacher per year.
- E. The applicable honorarium shall be paid to the supervising teacher. The District shall not be held financially responsible if the college or university does not offer an honorarium.

Section 5: Student Discipline

- A. In the maintenance of a sound learning environment, the District and employee shall expect acceptable behavior on the part of all students who attend school in the District.
- B. Consistent with RCW 28A.600.020, each building site will develop a student discipline policy. The building principal shall take the leadership in organizing a broad-based site committee to develop the discipline plan which will be reviewed annually. As soon as practical after the development of the student discipline policy, the District will make copies of the discipline policy available for all professional staff.
- C. The primary responsibility for discipline in the classroom rests with the employee; however, the District will support and uphold employees and those under their supervision in their efforts to maintain reasonable student behavior through adherence to state statutes, Washington Administrative Codes, rules formulated by the Board of Directors, and school building rules covering this matter. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board if consistent with federal and state laws or regulations. Employees shall assist in the enforcement of the aforementioned rules by reporting violations of the rules to the site administrator for his/her action.
- D. In the case where a student(s) behavior could be deemed as a safety issue or there exists student behavior that presents a potential danger to other students or staff, the supervising employee shall follow these procedures:
 - 1. Site administration and concerned party(ies) meet to discuss the situation and possible solutions. If there is no apparent resolution, go to step B.
 - 2. The concerned party(ies) meets with the DPEA site representative and go over the safety concern.
 - 3. Site representative and (optional) the concerned party(ies) meets with the site administration to discuss the safety issue with potential solutions.
 - 4. The DPEA Executive Board and the site administrator will be notified in writing by the site representative as a way to share possible common concerns for safety.
 - 5. If no resolutions occur, the Association may bring a grievance to the District to ensure a safe working environment for students and staff.
- E. Discipline In-service Training: The District will make available seminars for employees concerning applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights, employee rights, due process and the processing of student discipline.
- F. Administrative Feedback: The District agrees to provide a timely response to the concerns of employees about specific student discipline problems. When such problems are reduced by the employee to a formal written report requiring administrative action, the administrator shall inform the employee in writing as to the disciplinary action taken.

- G. Discipline Conferences: An employee may request of the site administrator that a conference be arranged to include the student's parent(s)/guardians(s)/custodian(s), the employee, and the site administrator (or his/her designee) to discuss the discipline of a student.
- H. Student Exclusion from Class: The District shall expect acceptable behavior on the part of all students, and shall support and uphold the authority of employees to use reasonable and prudent disciplinary measures for the safety and well-being of students and employees.
- I. Consistent with RCW 28A.600.020, each building site will develop a student discipline policy. The building principal shall take the leadership in organizing a broad-based site committee to develop the discipline plan which will be reviewed annually. As soon as practical after the development of the student discipline policy, the District will make copies of the discipline policy available for all professional staff. (moved - letter B)
- J. A employee shall have the authority to exclude a student from his/her class for all or any part of the period or until the employee has conferred with the principal, whichever comes first. Prior to excluding a student, except in emergency circumstances, the employee shall have attempted one or more corrective actions. In no case shall an excluded student be readmitted for the balance of a period without the consent of the employee. The excluding employee shall contact the parent in a timely manner to inform the parent of the incident and the resulting exclusion.
- K. Emergency Expulsion: Students knowingly carrying onto school premises a firearm as listed in RCW 9.41.250 will be expelled. Students carrying dangerous weapons other than firearms may be expelled.
- L. Emergency Expulsion Defined: A student may be expelled immediately by the superintendent or designee who has good and sufficient reason to believe that the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption of the educational process. Assault of staff members will be considered reason for emergency expulsion. An emergency expulsion shall continue until rescinded by the superintendent or designee, or until modified or reversed pursuant to the hearing provisions. (WAC 180.40.295)
- M. An employee has the right to request an emergency expulsion.
- N. Administrative Assistance: The District will make every effort to have an administrator or designee present at each worksite to assist employees in implementing the student discipline policy. Further, the District will make every effort to notify relevant staff members of any known discipline history prior to student placement. (2009)

Section 6: General Education Class Size

General Education: The District recognizes the need for maintaining the lowest student/teacher ratio possible, taking into consideration the availability of facilities and funding.

Definitions:

- A. Combination Classes: A combination class is a classroom that has blended two (2) or more grade levels and uses separate grade level curricula.
- B. Multi-Age Classes: A multi-age class is a classroom that has blended two (2) or more grade levels and does not use separate grade level curricula.

- C. Maximum Class Sizes: for the Deer Park School District shall be as follows (2006):
1. Kindergarten shall be no more than twenty-three (23) students. (2008)
 2. Grade 1 shall be no more than twenty-four (24) students. (2008)
 3. Grades 2-3 shall be no more than twenty-five (25) students. (2008)
 4. Grades 4 –5 shall be no more than twenty-six (26) students.
 5. Grade 6th grade shall be no more than twenty-eight (28) students in the general program, twenty-six (26) if self-contained, and thirty (30) in the elective program except as listed in Section 11.4.
 6. Grades 7-8 will be no more than thirty (30) students.
 7. Grades 9-12 will be no more than thirty-one (31) students.
 8. Combination classes will be three (3) students below maximum class size for the lowest grade level.

Section 7: Special Education (2006)

- A. ~~We are committed to encourage and support appropriate academic and behavioral interventions that meet the needs of all students Ideas and programs such as problem-solving teams and response-to-intervention have been successful in improving student learning. As a collaborative team, we are encouraged about the commitment to improve student learning for all. (2013)~~
- B. ~~We are committed to the training of all staff in how to better meet the needs of all learners in the general education classroom.~~
- C. ~~We will recommend that resources be made available at the building level to deal with difficult students or class size concerns. Staff are encouraged to bring student concerns to the building principal to generate intervention options. If intervention options have been exhausted without remedy of the initial concern, then the building principal and/or teacher will refer the concern to a district level. The district level administrator will involve the DPEA President. Long term solutions will more likely require hiring additional staff, changing program design, or working through the negotiations process, etc. These more permanent solutions, however, often require long range planning, training, staffing and budgeting, and may not be solved without extended planning. (2013)~~

A. Class Size:

1. **Preschool** – Maximum of ~~ten (10)~~ eight (8) students per half-day session, four (4) students to one (1) adult ratio. **max of IEPs**
2. **Elementary Resource Room** – Elementary (K-5) – Student enrollment per staff FTE in an instructional period is not to exceed ~~an average~~ a maximum of twelve (12) ten (10) students. ~~(More students per period may, at the teacher's discretion, be enrolled only if~~

- ~~the resource team has a program that has shown to be effective and the administrative supervisor and the teacher have agreed upon the number of students. Six (6)~~ Five (5) students to one (1) adult ratio.) **max of IEPs**
3. **Elementary Self-contained Classroom** – Elementary (K-5) – Maximum of ~~twelve (12)~~ eight (8) students per instructional period per staff FTE. (~~Five (5)~~ four (4) students to one (1) adult ratio) **max of IEPs**
 4. **Secondary Resource Room** – Secondary (6-12) – Student enrollment per staff FTE in an instructional period is not to exceed ~~an average~~ a maximum of fourteen (14) students. (~~More students per period may, at the teacher's discretion, be enrolled only if the resource team has a program that has shown to be effective and the administrative supervisor and the teacher have agreed upon the number of students.~~) (Seven (7) five (5) students to one (1) adult ratio.) **max of IEPs**
 5. **Secondary Self-contained Classroom** – Secondary (6-12) Maximum of ~~fifteen (15)~~ eight (8) students per instructional period per staff FTE. (~~Five (5)~~ four (4) students to 1 adult ratio.) **max of IEPs**
 6. ***On the secondary level**, Special education staff **are often** responsible for students placed in external settings (i.e.; Skills Center, job placements, etc.), **who are not in the teacher's classroom or counted on their instructional period roster/caseload. To compensate the teacher for this added responsibility, shall receive** a stipend of one-hundred dollars (\$100) **will be given** for any student that is in an external placement for two (2) or more periods/day for a semester.
- E. ~~Equity in case management (defined as the number of IEPs for which a staff member is responsible) will be determined at the building level evaluation team meetings.~~
- B. Students requiring one-to-one para-educators will be reviewed on a case-by-case basis to determine the effect on the adult to student ratio by building-based teams.
 - C. Full-time special education teachers will each be assigned six and one-half hours (6-1/2) of para-educator time to assist in accomplishing the goals of the program. Part time special education teachers will be assigned para educator time in accordance with their FTE. In most cases consistency of programming can best be accomplished by hiring a single person. In some instances, however, unique student needs may dictate that hiring two (2) part-time staff would better serve all students in the program. The affected teacher and staff on the evaluation team will be consulted by the building principal or special services director prior to any changes in para-educator staff assignment.
 - D. Special education teachers will be given at least one (1) half-day each quarter of release time to prepare IEP's and meet other special education requirements. In lieu of release time, staff may elect to work outside the school day, at a site of their choice, for the substitute pay rate. In such case the date will be submitted to the District before June 30. (2009)
 - E. Due to the extended workload that is required for portfolio assessments, special education teachers will be given either a half (½) day release time per student requiring a portfolio, or in lieu of release time, staff may elect to work outside the school day for the substitute pay rate. (2014)
 - F. Because of lengthy conferences that sometimes exceed the normal school work day, special education and general education teachers will be given equivalent compensation time in one-half hour blocks after the student day ends.

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- G. Special education teachers who are required to work beyond the contractual hours because of unusual circumstances, e.g. Court cases, will be reimbursed at the per diem pay rate.
- H. Each special education teacher will be provided the supplementary instructional materials, equipment and supplies needed to provide students a free appropriate public education (FAPE).
- I. **Speech and Language Pathologist Caseload:** Deer Park Education Association and Deer Park School District agree that an average caseload of ~~fifty-five (55)~~ forty-five (45) direct service SLP students/therapist is a reasonable caseload target. To this end staff and administration will work cooperatively via an Understanding By Design (UBD) site process to lower average caseloads to this target by one or more of the following:
 - 1. Adjusting speech qualification standards to serve the most needy students.
 - 2. Implementing innovative forms of service delivery that do not require traditional, direct service by SLP staff for all students who qualify for service.
 - 3. Generating other intervention strategies that meet student needs without compromising SLP staff expectations for a reasonable caseload.

Section 8: P.E., Music and Classes Providing Preparation Time for Elementary Teachers

The District also recognizes the need for maintaining appropriate class sizes for physical education and music. These classes are also subject to class size maximums. These shall be as follows:

- A. Physical Education (Activity):
 - 1. K-5 classes will be no more than thirty (30) students.
 - 2. 6-12 classes will be no more than forty (40) students.
- B. Physical Education (Classroom): (2008)
PE classes taught in a classroom setting (i.e., Health) will be subject to regular classroom limits for that particular grade level.
- C. Physical Education (Activity and Classroom) (2008)
In the event a PE class is both activity and classroom (i.e., Health and Fitness), class size will be determined by combining the number of activity periods and the number of classroom periods in a given week and dividing by the number of periods in that week.

Example: If a Health and Fitness class had in a normal week three (3) activity periods (3*40 students = 120 maximum students) and two (2) classroom periods (2*30 students = 60 maximum students), The 120 students added with the sixty (60) students gives a maximum of 180 students per week. This number divided by five (5) would provide an overall limit of thirty-six (36) students.

Maximum class sizes in weight training will be at the PE activity class size level unless that number is a safety concern. If so, the limit will be mutually agreed upon by the DPEA and administration. (2008)
- D. Music (Vocal and Band)
 - 1. K-5 classes will be no more than thirty (30) students.
 - 2. 6-12 classes will be no more than fifty-five (55) students.'
 - 3. The District and the Association recognize the uniqueness of the Music program. Beginning classes in grades 5-6 will be organized to keep class averages below forty (40) students. Music classes may be combined at the discretion of the music teacher with approval of the site administrator and paraeducator time will be provided to help manage the class.

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4. Music classes 7-12 will be structured to maximize quality of sound and to minimize teacher supervision. Once maximums have been exceeded, the site administrator and the teacher will meet and review the situation. The physical size of the classroom will also help determine class size.
- F. Classes used to provide elementary teacher prep time will be subject to the general education class size limit with the exception of P.E. and Music. (2006)

Section 9: Class Size: Overload

In the event that these maximum class sizes are exceeded for ten (10) consecutive school days, the District will correct the situation within five (5) additional school days. The following steps will be taken:

- A. Where the maximum is exceeded in the elementary schools by one (1) or two (2) students, the teacher will receive overload pay at the rate of twelve dollars and fifty cents (\$12.50) per student per day for the duration of the overload, and will be retroactive to the first day of overload. (2012)
- B. If the maximum is exceeded in an elementary classroom by three (3) students, the District will pay overload pay at the rate of twelve dollars and fifty cents (\$12.50) per student per day. Such pay will be retroactive to the first day of overload. (2012) The teacher may opt for paraeducator support in lieu of overload pay. Paraeducator support will be prorated for less than full-time programs or overloaded class periods.
- C. For the purposes of overload pay at the P-5 level, if a student is assigned to a class for part of the student's day, and he/she puts the teacher above the contractual limit, and is served for under a forty-five (45) minute time period, the teacher is credited with one period of overload pay. If the student is served between forty-six (46) minutes and ninety (90) minutes, the teacher is credited with two periods of overload pay, and if the student is served between ninety-one (91) minutes and one-hundred thirty-five (135) minutes, the teacher is credited with three (3) periods of overload pay.
- D. The District will pay the teacher with the overload two dollars fifty cents (\$2.50) per student per period at the elementary and secondary level. Such pay will begin when the option is accepted and will be retroactive to the first day of overload (2006).
- E. In no case shall a teacher be required to serve more than three (3) students over the maximum. Should a teacher, however, agree to do so, s/he shall be provided fifteen dollars (\$15) each elementary, three dollars (\$3) per period secondary (not to include activity periods) for the fourth and fifth student.
- F. The determination of whether to accept overload pay or paraeducator time will be made by the classroom teacher and will carry over to the specialist if it places the specialist's class into overload. (2013)

Section 10: Mainstreamed and At-Risk Students

- A. Regular education teachers of mainstreamed students may request supplies, materials, training, and consultation time to facilitate the mainstreaming of students in their classrooms. The special education director will consider these requests in light of budgetary constraints.
- B. Teachers who have a concern about the placement of a special needs student are encouraged to share their concerns with the IEP team and to work collaboratively to seek resolution of the concern.
- C. Support for General Education Classroom Teachers of Special Education Students: the classroom teacher who is integrating disabled students, within the definition of state and federal laws, may request an in-service training session during a regular workday. Topics to be discussed may include, but will not be limited to, the following:
 1. Programming options and accommodations
 2. Information concerning the student's disability and/or educational needs

3. Clarification of rights and responsibilities of stakeholders in providing learning experiences for disabled students under federal and state law.

Section 7: Curriculum Development

A sound curriculum development process is critical to the integrity of the educational process and its staff. The Association will be involved in all phases of curriculum development, materials adoption and curriculum challenges of materials. To this end an Association designee will receive prior notification of proposed changes in Board policies and a chance to discuss those changes with the Superintendent or designee before the first reading.

Section 8: Common Planning Time

- A. Common planning time is an opportunity for staff to work as a team, or individually with principal discretion to improve instruction. The District will make available two half day substitutes per certificated staff member for common planning that is directly related to the improvement of student learning. A team plan must be submitted to the principal for approval prior to implementation. Principal approval of the plan will be dependent on the availability of substitutes. In the event of insufficient substitutes, people on planning will be the first to be called back. Days must be used before May 15th. In lieu of release time, staff may elect to work outside the school day, at a site of their choice, for the substitute rate of pay. In such case, the date will be submitted to the District before June 30. (2009)
- B. These days may be also used for district mandated assessment support. The May 15th date will be extended to the end of the school year. A plan will not have to be submitted to the principal but the principal should be informed of the days the staff member will be taking. (2012)

Section 9: Daily Schedule

Principals will seek certificated staff input into the development of the daily schedule. (2012)

Section 10: Staff Schedules

Schedules for staff will be reviewed annually to ensure proper travel, prep and lunch times. If these times cannot be reasonably preserved, a remedy will be developed with District and Association representation. (2012)

Section 11: School Improvement Planning (SIP)

~~The site administrator will implement an annual process that encourages all staff, including itinerants, to provide input on issues related to the School Improvement Plan (SIP).~~

Section 12: Equipment, Materials, and Supplies

Any perceived inequities may be submitted to the Board by site councils, prior to December 1, for consideration in the following year's budget.

Section 13: Administrator Designees

Staff will be informed, at least three (3) days in advance, of pre-planned administrative absences. Administrators are encouraged to notify staff earlier if possible. Certified (meaning teacher or ESA) principal designees will be assigned when the administrator will be gone for a day or more. A stipend of \$20 per day will be paid to administrative substitutes in addition to their regular salaries.

ARTICLE IX – LEAVES

Section 1: Sick Leave

- A. Sick Leave Allowance: At the beginning of each school year when the employee reports for duty, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence. Each employee's portion of unused sick leave allowance shall accumulate from year to year with a limit of 180 days or maximum allowable by State law. Sick leave may be used for a serious health condition that makes the employee unable to perform their job, for the care of the employee's child (birth, or placement for adoption or foster care), or for the care of the employee's spouse, son or daughter, or parent who has a serious health condition, or for medical appointments.
- B. Sick Leave Charges: Absences on any one (1) day for four (4) hours but less than eight (8) shall be charged as one (1) full day of sick leave; absences on any one (1) day less than four (4) hours shall be charged in a half-day increment. Illnesses requiring five (5) consecutive days or more off the job may require a written doctor's release prior to returning to work. Employees with injuries requiring medical attention and resulting in lost work time will need a medical release in order to return to work.
- C. Sick Leave Notification: Notice of illness requiring time off the job shall be reported. Personnel will be encouraged to notify by 6 a.m. but no later than 7 a.m. of the day to be missed. If the person is absent and cannot return for the next day, then an attempt shall be made to notify the applicable site administrator by the end of the staff day.

Section 2: Leave of Absence

An employee who is unable to perform his/her duties because of personal illness, maternity, paternity, parenting, adoption, foster care, disability or any Family Medical Leave Act qualifying event may, upon written request to the Board, be granted a leave of absence without pay or benefits at the exhaustion of his/her sick leave not to exceed one (1) school year. Such leaves for health-related conditions of the employee or family member as defined by FMLA may be renewed annually provided that the affected employee presents a written statement from a physician verifying that the employee needs additional time off. Applications for leave and for renewal of leave of absence for such conditions shall be made in writing to the Superintendent and presented to the Board of Directors. (2015)

Section 3: Job Related Injury

- A. Whenever an employee is absent from employment and unable to perform his/her duties as a result of personal injury sustained in the course of employment, the employee will receive illness, injury, and emergency leave and/or worker's compensation payments as applicable under Washington law and this Agreement. (2006)
- B. Employees who suffer injury caused by a physical assault by a student, parent, guardian of a student, or other individual, during the course of their employment or the authorized supervision of students at a district sponsored event, will not be charged annual or accumulated sick leave up to a maximum of sixty (60) work days, less the amount paid through worker's compensation provided the following steps are followed:
 - 1. An Accident Report is completed and turned in to the appropriate district official
 - 2. Employee seeks professional medical care and the medical provider authorizes/approves the employee to miss work.

Section 4: Sick Leave Incentive

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's pay for four (4) accumulated sick leave days. Such cash-in may not exceed the number of days accumulated the previous year less the number of days of sick leave actually used the previous year. For employees who are retiring, all sick leave remaining at the time of retirement may be cashed in at a ratio described above.

Section : VEBA III

The District will make VEBA III available to all employees. The Association will annually approve VEBA III participation.

Section 5: Sick Leave Sharing

- A. The District shall administer a sick leave sharing plan (as defined in the WAC's) in which eligible employees may donate excess leave for use by a staff member. The recipient employee must have depleted or will shortly deplete his or her accrued annual leave and sick leave. (2006) In order to be eligible, the employee or his or her legal representative must submit, prior to approval or disapproval by the Superintendent or designee, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition. Extraordinary or severe means a serious or extreme and/or life-threatening condition.
- B. Such a program is intended to extend sick leave benefits to a staff member who otherwise would have to take leave without pay or terminate his or her employment with the District.
- C. [Shared leave shall be extended to employees who are sick or temporarily disabled due to pregnancy disability or for the purpose of parental leave to bond with a newborn, adoptive or foster child.](#)
- D. [Donations of sick leave will not reduce the ability of the employee to cash out sick leave during the year donated. When calculating eligibility to cash out excess sick leave, donation of sick leave to another employee will be counted toward the sixty \(60\) day minimum balance required after cash out. \(WAC 392-126-104\)](#)

Section 6: Maternity, Paternity, Foster or Adoption Leave

- A. A certificated employee may be granted up to three (3) days leave with pay which is non-cumulative and not chargeable to sick leave. (2006)
- B. Upon exhaustion of these days any absence will be treated as normal sick leave. If a leave of absence is to extend beyond three (3) days, then the employee shall provide a written notice of such intent to the Superintendent before the end of the three (3) day period.
- C. The District and Association will follow the provisions of the Family Medical Leave Act. (2006)

Section 7: Bereavement Leave

Absences for bereavement may be granted for the following reasons:

- A. Death in immediate family (defined as spouse, sibling(s), children, parents, parents-in-law, and grandparents).

- B. Absence for bereavement shall be of sufficient duration to allow the employee time to travel to and from the place of service and to conduct necessary business while there. The length of absence is to be agreed upon by the employee and building administrator; however, this time shall not exceed ten (10) days per year and need not be consecutive. Under extenuating circumstances of multiple deaths in one year, this leave may be extended beyond the ten (10) day limit with authorization of the Superintendent. Additional leave beyond the ten (10) day limit will be requested in writing prior to the extension. (2015)
- C. ~~One (1)~~ Three (3) or more days of ~~this~~ bereavement leave may be ~~authorized by the Superintendent used~~ for the death of relatives such as uncles, aunts, nieces, nephews, first cousins, employees, members of employee(s)' families, students, and for any other person which there has been a close and intimate friendship of long duration. Additional leave beyond the three (3) day limit will be requested in writing prior to the extension.
- D. Bereavement leave is noncumulative and is not chargeable to sick leave.

Section 8: Jury Duty Leave

- A. Upon receipt of a jury summons by an employee, the employee will contact the personnel office relative to his/her giving such jury duty service.
- B. When an employee is required to perform jury duty, he/she shall do so without loss of pay
- C. Subpoena leave with pay shall apply to cases where the District is a party in interest or if the employee is called to testify in a job-related capacity, providing the employee is not a party in interest in action against the District. All other leaves for subpoenas shall be allowed by the granting of emergency leave.

Section 9: Emergency Leave

Employees may be granted Emergency Leave which shall be deducted from sick leave. An emergency shall be defined as:

- A. A problem that is suddenly precipitated, must be of such a nature that preplanning is not possible, or where preplanning cannot relieve the necessity for the employee's absence.
- B. The problem must be serious, not something of minor importance or of mere convenience.

Section 10: Military Leave

Certified employees shall be granted military leave of absence for military service as required by law. The District shall comply with the Military Family Leave Act as set forth in RCW 49.77.010 et. Seq., by providing for a total of fifteen (15) days of leave per deployment for an employee when a military spouse has been notified of an impending call to active duty and before actual deployment, or when the spouse is on leave from deployment. Such leave shall be with or without pay at the discretion of the employee. If with pay, leave shall be deducted from the employee's available sick or personal leave.

Section 11: Personal Leave

- A. An employee will be granted ~~four (4)~~ five (5) days of Personal Leave each year. Days may be accumulated up to ~~five (5)~~ seven (7) days in a year, but district funded days can only be used

in up to to ~~five (5)~~ seven (7) day increments ~~but use of five (5) consecutive days requires superintendent approval.~~ Personal leave will require advance notice. ~~Site administrators will approve based on availability of subs.~~ Upon request, two (2) additional days of Personal Leave will be granted and the employee will bear the cost of the substitute. In the event of a family health emergency, the site administrator may authorize the leave by verbal approval via telephone; however, the form will be submitted on the date of return. **(2015)**

- B. The employee shall not be required to state the reason for taking such leave, other than that he/she is taking leave under this section.
- C. Such leave may be taken immediately before or after holidays or vacations upon approval by the site administrator. ~~This leave will not be taken during the first or last two (2) weeks of the school year without written permission of the site administrator. Half (½) days may be used if substitutes are available.~~ Staff will automatically be reimbursed for unused days unless a carryover form has been submitted to the district office by the last working day of May. ~~Up to one (1) day of personal leave shall be reimbursed at the certificated supplemental pay rate.~~ ~~Additional~~ Unused days will be reimbursed to the employee at the ~~existing substitute teacher~~ employee's per diem rate of pay. The parties agree that this leave will not be used for purposes of financial gain.

Section 12: Domestic Violence Leave

The District shall comply with the Domestic Violence Leave act as set forth in RCW 49.76.010 et seq., by allowing an employee reasonable leave from work, intermittent leave, or leave on a reduced schedule when the employee or an employee's immediate family member is a victim of domestic violence, sexual assault, or stalking. Such leave provides the employee an opportunity to stay away from the abuser and/or participate in legal proceedings, medical treatment, or other necessary services. Such leave shall be with or without pay at the discretions of the employee. If with pay, leave shall be deducted from the employee's available sick or personal leave. Notice and verification requirements are in accordance with law and available in the Human Resources Department. **(2015)**

Section 13: Association Leave

- A. The president of the Association or his/her designee will be provided up to fifteen (15) days without loss of pay for Association business. For Association leave beyond fifteen (15) days, the Association will reimburse the District at the going substitute rate. Requests for such leave will require at least four (4) days' notice prior to the commencement of the leave.
- B. A leave up to one (1) year in accordance with the provisions of Section 13 may be granted by the Board of Directors to employees for Association or Association-related business. **(2015)**

Section 14: Statewide Impact on Education Leave

The District shall provide up to fifteen (15) days of leave without loss of pay to an Association member who holds a position with statewide impact on education. Requests for such leave, including agreement to pay substitute costs incurred, will require at least four (4) days' notice prior to the commencement of the leave. Reimbursement for substitute costs incurred will be billed to and paid by the entity with statewide impact.

Section 15: National Board Certification Leave

To support and encourage staff members to attain National Board Certification, the District shall provide up to five (5) days of leave to complete necessary work. Up to two-and-a-half (2.5) days of leave will be provided for [renewal and](#) retake candidates. (2008)

Section 16: Faith or Conscience Leave

Each employee covered by this Agreement is entitled to unpaid leave each year as allowed by law for a reason of faith or conscience or an organized activity conducted under the auspices of a religious denomination, church, or religious organization unless such leave will pose an undue hardship to the District. The parties agree to incorporate the definition of undue hardship as set forth in the WAC that will be promulgated by OFM. (2015)

Section 17: Other Leaves of Absence

- A. An Employee may request a leave of absence without pay, for up to one (1) year. Requests must be submitted in writing by May 15th to the Superintendent for recommendation to the Board. In extenuating Circumstances, the May 15 deadline may be waived. The Superintendent shall consider the needs of the district and employee in considering a recommendation to the Board for granting this type of leave. Salary increments shall be earned as consistent with the state salary schedule guidelines. **(2015)**
- B. This leave may be used for activities considered to provide professional development where, upon return, the experience is anticipated to be of benefit to the students and district. **(2015)**
- C. Upon return from approved leave, the employee shall be placed in the position last held or in a similar position in the District. Upon request, such leave may be renewed for up to one (1) additional year upon approval by the Board. **(2015)**
- D. Employees on leave of absence will notify the District by April 15 of his/her intent to return for the following year.

ARTICLE X – FISCAL

Section 1: Salary Placement Provisions

~~Eligible Credits—Acceptable credits that meet the state defined criteria as identified on the District Credit Approval Form. Pre-approval of credits is highly recommended as the District may not approve all credits.~~

- A. Employees shall be placed on the appropriate index step of the salary schedule according to years of experience and education earned. Salaries for employees subject to this Agreement, during the term of this Agreement, are contained in Appendix A.
- B. Increments for education will be based on the highest degree held along with any credits and/or clock hours earned after the awarding or conferring of the degree. Ten (10) clock hours shall equal one (1) quarter hour of college credit.
- C. Individuals who have verified work experience in the State of Washington, out-of-state and/or a foreign country shall be placed on the salary schedule on a one-for-one basis up to the maximum step for salary schedule purposes.
- D. Certificated years of experience shall include:
 1. Accumulated full-time and part-time professional education employment prior to the current school year in the state of WA, out-of-state and foreign country work experience
 2. Accumulated full-time and part-time professional education employment in a State approved education program as per WAC 392-121-264. For example,
 - a. Centrum
 - b. Pacific Science Center
 - c. Seattle Children’s Hospital
 - d. Other educational centers authorized under chapter 28A.205 RCW
 3. Casual substitute experience
 4. Comparable experience in public or private vocational-technical schools, technical colleges, community/junior colleges, colleges and universities
 5. Employment by a governmental education agency

6. Military, Peace Corps or Vista service which interrupted professional education employment
- E. Individuals who have verified comparable experience in a school or non-school position shall be credited as follows:
 1. Nondegreed vocational/career and technical education instructors shall be credited one-to-one for each year worked up to a maximum of six (6) years
 2. ESA employees with comparable work experience (occupational and physical therapists, nurses, SLPs, audiologists, counselors, psychologists and social workers) will be given full credit for each year worked.

Section 2: Clock Hour Credit

The District shall accept all relevant Clock Hour and College Credits that meet state defined criteria as identified on the District Credit Approval Form (WAC 392.121.262). ~~Credit for clock hours and college credit shall be in accordance with state approved allocation funding practices (SAM – State Allocation Model).~~ Pre-approval of credits is highly recommended as the District may not approve all credits.

Section 3: Salary Provisions *(Salary Schedule will be presented at the next bargaining session)*

- A. Certified instructional salaries shall be determined by placement on the ~~state~~ salary schedule ([Appendix A](#)) based on number of years' experience and credits recorded as of October 1.
- B. Employees currently paid for extended days will be issued supplemental contracts during the term of this Agreement at their per diem rate and for their current number of days. Supplemental contracts will be issued to full time employees for their thirty-six (36) hour collaborative time. Part time employees will fill out time sheets for collaborative time they choose to work, up to thirty-six (36) hours. (2006)
- C. Payment of salary will be retroactive to September of each year with a lump sum payment for September and October to be transmitted in the November paycheck and the remaining ten (10) months at the new rate of pay.

Section 4: Supplemental Pay

- A. The District and the Association recognize the need for employees to offer their services to the District for activities not covered in this contract.
- B. The District will create a pool of money equal to \$20,000 to be distributed equally to Deer Park Elementary, Arcadia, Deer Park Middle School, and Deer Park High School to pay employees for agreed extra duties. Each site will put in place a procedure that is acceptable to both staff and administration to determine how the money will be used. If funds are lacking to pay traditionally funded items, the staff and administration will look at building budgets for funding. **(2015)**

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- C. The employees participating in the approved activities ~~may~~ shall be paid at ~~supplemental pay rate of \$35~~ their hourly per diem per hour rate of pay or in the form of a stipend.
- D. Possible uses for these funds could include, but are not limited to, the following: supervising non-athletic school activities, grant research, department chairs, mentoring, science fair, and extraordinary circumstances requiring meetings beyond the school day.
- E. ~~The following examples are types of activities that are not subject to supplemental pay: parent teacher conferences and open houses.~~
- F. The activities covered by supplemental pay are voluntary.
- G. All requests for compensation for supplemental pay must be submitted by July 31st of the current school year.

Section 5: Method of Salary Payment

- A. Employees shall be paid in twelve (12) monthly installments. Paychecks will be issued on the last weekday of each month providing that if the state allocation comes sooner than the last weekday in December, then the District will issue the paychecks when they are released by the County Auditor.
- B. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payroll 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 (1) year.
- C. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final paycheck.
- D. Repayment will begin in the paycheck 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 from the present year. Prior year's placement error 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.
- E. An employee who is leaving the District's employment shall be paid in the same monthly installments as those employees being retained by the District until the appropriate amount of compensation has been paid.
- F. Individuals who earn Supplemental Pay for any purpose will receive payment for work done in September and October in the November pay period and receive further payment in the pay periods following the completion of the work. Only those individuals who have documented and submitted proper paperwork to the District by the 15th of the month will receive pay in that pay period.
- G. ~~Appendix A (Salary Schedule) includes Supplemental Pay. The employee's basic salary schedule is attached hereto as Appendix A-1 (Salary Provision).~~
- H. The extra-curricular salary schedule is attached hereto as **Appendix B-1**. (2013)

Section 6: Determination of FTE for Part-time Employees

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- A. The FTE of a part-time employee is the basis for calculating the employee's salary and other prorated benefits. The part-time calculation will be based on the number of periods a part-time teacher teaches in the course of a week relative to that of a full-time teacher in the same building. Based on current schedules, the number of periods taught during a one (1) week time period by full-time instructors are as follows:
- | | |
|----------------------------|----|
| 1. Deer Park Elementary | 30 |
| 2. Arcadia Elementary | 30 |
| 3. Deer Park Middle School | 30 |
| 4. Deer Park High School | 25 |
- B. Part-time ~~teachers~~ employees have comparable rights and responsibilities proportional to full-time employees and can be assigned duties accordingly. ~~In the assignment of part-time staff, the district will consider an assignment schedule of consecutive periods but shall retain the freedom to schedule nonconsecutive periods if necessary.~~ A part-time employee shall have a continuous prorated workday unless a waiver is requested by the employee. The waiver must be agreed to by the Association, District and employee prior to its implementation.

Section 7: TRI

- A. The time commitment required of employees cannot be accurately measured in hours or days. Employees have many work-related obligations outside the regularly scheduled work day. In recognition of these additional responsibilities, as well as the required Orientation day (the day proceeding the first day of school), each employee will be paid for the equivalent of twelve (12) optional days and one (1) orientation day at their per diem rate.
- B. The orientation day will be paid in the November paycheck and will be verified by the sign-in sheet available at orientation. It will be scheduled before the start of the student school year and be paid at the employee's per diem rate. The other twelve (12) optional days will be deemed completed upon each employee signing a district approved verification form attesting to the completion of the days. Employees can choose to complete the days and submit the forms for all twelve (12) days if completed by November 15; or six (6) days by November 15 and six (6) days by June 15; or all twelve (12) by June 15. Payment will be made the end of the month in which the form is submitted. *(from 2017-2018 MOU)*
- C. There shall be one (1) Back to School Day which will be used for employees to work in their room, complete Safe Schools Training or employee directed preparation for the start of the school year. Employees may schedule this day within two (2) weeks of the beginning of the school year at their discretion with principal approval. It will be paid at the employee's per diem rate
- D. Employees will have the option of attending two (2) additional days of training as scheduled by the District. These days will be paid at the employee's per diem rate. These days will be arranged to include five (5) hours of building-directed time and two (2) hours of employee-directed time.
- E. Employees will receive ~~one-half (½)~~ one (1) day ~~immediately following the~~ within two (2) weeks after the close of the student school year to ~~complete grades and~~ close their room or work space for the year. This time will be verified by sign-in sheet and paid at the employee's per diem rate.

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- F. The verification form recognizes that employees will provide a professionally responsible level of service in the following areas which are above the basic contract:
1. Preparation for school opening;
 2. Work connected with the conclusion of the school year;
 3. Conferencing/communication with students or parents (including electronic grading)
 4. Supporting school/student activities;
 5. Providing individual help to students;
 6. Evaluating student work;
 7. Workshops, classes and in-service work;
 8. Researching educational materials and supplies;
 9. Improving and maintaining professional skills;
 10. Preparation and revisions of materials;
 11. Planning with other employees in areas of instruction and curriculum
 12. Working with computers and other technology as related to educational uses: and
 13. Calibrating and scoring common assessments.
- G. At the request of the Association the District will provide the names of all employees who have not returned the TRI Verification Form by May 1. The employee must complete and return both documents in their entirety and submit to payroll by June 15th for payment. These hours of pay are funded through levy collections and are dependent on the passage of a local levy. (2015)
- H. All requests for compensation for optional days must be submitted for payment by July 31st of the current school year.
- I. Full time employees will work the equivalent of 40 minutes per week, on Wednesday mornings, in addition to their full day (7-1/2 hours) as collaborative/PLC time, and will have the option to attend up to fifteen (15) hours of training as scheduled by the district. The additional thirty-nine (39) hours of pay are funded through levy collections and are dependent on passage of a local levy. Payment of up to twenty-four (24) additional hours of pay for collaboration/PLC will be made through a supplemental contract at the employee's true per diem (1/180) rate. Payment of up to fifteen (15) hours of training will be paid at the employee's true per diem (1/180) rate with documented attendance. Recognizing Deer Park Home Link has unique needs, certified staff in that program will work with the program director to design alternative training. Part time employees will have access to this time at the prorated equivalent of their FTE and must turn in hours on a time sheet. (2012)
- J. There will be an early release day at the end of the first semester/trimester and before the start of the new semester/trimester to be used for grading and preparation purposes.
- K. For purposes of the contract, part-time employees will have access to the prorated equivalent of their FTE for Collaboration time, Optional Days and Professional Fund. (2012)

Section 8: Professional Fund

- A. Each teacher shall receive up to ~~\$300~~ \$800 (2009) for professional expenses which may include: (2008)
1. Instructional supplies and materials
 2. Professional publications
 3. Professional dues
 4. Conference registration/materials
 5. Tuition
 6. Clock hour payments
 7. Other related professional expenses

Professional funds will be paid to the employee in the November pay warrant.

- ~~B. Receipts will be annotated and accumulated by each teacher. Total receipts will be submitted once per year to the District for reimbursement between November 1st and July 31st. Receipts must be dated between August 1 and July 31 of the school year in which they are submitted. Funds greater than \$50 can be carried over for up to three years. (See Appendix J) (2012)~~
- ~~C. Funds may be pooled by staff members to purchase large ticket items. Any non-consumable materials purchased with these funds belong to the District.~~
- ~~D. The District agrees to make a quarterly updated spreadsheet detailing fund balances available online to staff. (2010)~~

Section 9: Insurance Benefits

- A. Insurance will be funded at the state rate per month per FTE plus the state determined amount of the retirement subsidy carveout.
- B. The District will provide vision and dental insurance for all half-time or more employees.
- C. Insurance Pooling: The intent of the parties is to provide the maximum insurance contribution allowable by law to the employee pool, to be distributed among members of the bargaining unit. To gain maximum utilization of the total allowable state insurance contribution provided by law for employees covered by this Agreement, the District agrees that it will contribute the maximum allowable to an insurance pool to be distributed among employees on a pro rata basis.
- D. From the dollar amount available to each employee, first shall be deducted the cost of the retiree subsidy and the District's dental/vision plans with the remaining monies available for application to one of the medical insurance programs.
- E. Employees at their option may apply the remainder of the dollar amount available to one of the medical plans offered by the District.
- F. Any unused state provided funds in the employee pool shall be prorated to those employees who must pay out of pocket premiums for health insurance coverage.
- I. The District will make available an IRS Section 125 plan for excess medical insurance premiums, voluntary medical deductions, dependent care deductions and optional long-term disability and term life insurance.
- J. An ongoing insurance committee will continue to meet to study health benefit options and recommendations from the committee will constitute a reopener. (See Appendix J.) (2006)

Section 10: Retirement

~~The District and the Association recognize the importance of early planning for staffing purposes. A District medical payment equivalent to two hundred fifty dollars (\$250) per month for twelve (12) months will be paid as a lump sum payment of three thousand dollars (\$3,000) into a VEBA account for teachers who submit their notice of retirement prior to March 15. (2009) (2011)~~

Section 11: VEBA

Two-hundred dollars (\$200) dollars will be allocated to a VEBA account annually to off-set medical expenses. (2015) The District shall provide, as an employer paid benefit, a monthly VEBA contribution of ~~forty dollars (\$40)~~ eighty dollars (\$80) per FTE employee to help defray out-of-pocket medical expenses.

Section 12: Attendance at Professional Meetings and Conferences

When authorized by the Superintendent or designee, attendance at professional meetings, conferences, and school visitations, employees will be granted reimbursement of registration fees, travel, lodging, and meal expenditures as deemed reasonable and appropriate by the District.

~~Section 13: School Improvement Planning (SIP)~~

~~The site administrator will implement an annual process that encourages all staff, including itinerants, to provide input on issues related to the School Improvement Plan (SIP).~~

Section 14: School Improvement Plan (SIP)

- A. The site administrator will implement an annual process that encourages all staff, including itinerants, to provide input on issues related to the School Improvement Plan (SIP).
- B. Those employees serving on the site council or building leadership team will oversee the School Improvement Plan (SIP). This committee shall not exceed eight (8) representatives. Members will document and submit an approved form to the District to receive pay at the ~~rate of thirty five dollars (\$35)~~ the employee's per diem rate of pay per hour, worked outside contract time, not to exceed ~~four hundred~~ seven hundred-fifty dollars (~~\$450~~ \$750). (2014) Representatives will be chosen by DPEA members in the building. Building principals will submit a list of team members to the business office by September 30. (2007)
- C. Other employees participating in site council subcommittees, for research as it relates to the School Improvement Plan, shall document and submit a **Supplemental Pay Application (Appendix H)** to the Principal to receive pay at ~~the rate of thirty five dollars (\$35) per hour not to exceed two hundred twenty five dollars (\$225)~~ the employee's per diem rate of pay. (2014)
- D. If serving on more than one of the above-mentioned committees, employees shall document and submit a Supplemental Pay Application (Appendix H) to receive pay at a rate of thirty-five dollars (\$35) per hour not to exceed four-hundred fifty dollars (\$450). (2014)
- E. All requests for compensation for supplemental pay must be submitted by July 31st of the current school year.
- F. See Appendix H; Supplemental Pay Application.

Section 15: Committees

- A. The District agrees to set aside \$15,000 (2007) to pay teachers for time spent beyond the contract day for the following:
1. Curriculum adoption committees reimbursed at ~~thirty five dollars (\$35) per hour~~ [the employee's per diem rate of pay](#)
 2. Other board approved committees reimbursed at ~~thirty five dollars (\$35) per hour~~ [the employee's per diem rate of pay](#)
- B. **See Appendix H: Supplemental Pay Application.**

Section 16: Use of Personal Vehicles

Employees will utilize their personal vehicles in performance of official District business only upon specific written authorization by the District, unless waived by the Superintendent or his/her designee. This authorization will be requested and obtained in advance of the anticipated usage. Employees will present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Upon approval, the cost-per-mile reimbursement will be at the IRS approved business rate.

ARTICLE XI - GRIEVANCE PROCEDURE

Section 1: Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions regarding problems arising over the meaning and interpretation of this Agreement.
- B. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

Section 2: Definitions

- A. Grievance - A grievance shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving interpretation or application of the terms and conditions of this Agreement.
- B. Grievant - A grievant shall mean one or more employees who singularly or jointly allege a violation of this Agreement as it concerns their individual or collective interests. A grievant also means the District management.
- C. Days - Days shall mean employee work days. After the last day of school and before commencement of the new term, days shall mean calendar days excluding weekends and holidays.

Section 3 – Time Limits for Initiation of Process

- A. Failure of either party to conform to the time limits herein set forth will resolve the grievance based on the last answer provided (in the case of default by the grievant) or the relief last requested (in the case of default by the District).
- B. The grievant shall initiate the grievance within twenty (20) days of the date the grievant was aware of the alleged violation. Any grievance not initiated within this limit shall be null and void, and subject to no further action. Any grievance may be initiated by either a verbal or written request for the meeting in Grievance Process Step 1.

Section 4 – Contents of Grievance Filing

During each step where a grievance is reduced to writing, the written statement shall clearly specify:

- A. The specific sections of the Agreement allegedly violated and the manner in which the Agreement has been violated.
- B. How and when the alleged violation occurred.
- C. The results of the previous step(s), if appropriate, and why the results were unsatisfactory.
- D. The name of the grievant(s), and the proposed remedy being sought for the resolution of the grievance.

Section 5 – Grievance Process

Step 1: Immediate Supervisor

The grievant(s) will discuss the grievance first with the site administrator and immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner. In the event the grievant(s) is not satisfied with the disposition of the grievance through informal discussion, it shall be reduced to writing on the approved form (Appendix D) and within five (5) days of the end of the informal conference presented to the site administrator, or immediate supervisor, who in turn shall, within five (5) days, provide the grievant(s) with a written disposition of the grievance.

Step 2: Superintendent

In the event that the grievant(s) is not satisfied with the disposition of his/her grievance at Step 1, he/she shall within five (5) days refer the matter to the Superintendent, who shall be provided by the grievant(s) with a copy of a written statement of the

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grievance and the written disposition of the grievance which occurred at Step 1. The Superintendent shall, within five (5) days of receipt of the request, meet with the individual in an effort to arrive at an equitable solution. If the grievance is resolved at this step, the Superintendent shall provide the grievant(s) with a written disposition of the grievance within five (5) days after this meeting.

Step 3: Mediation

- A. In the event that the grievant(s) is not satisfied with the disposition of his/her grievance at Step 2, the parties agree to a procedure for the mediation of grievances in accordance with the following:
- B. If the grievant is not satisfied with the disposition of the grievance at Step 2 of the grievance procedure, or if no written decision has been received from the District within the time limits prescribed in Step 2, the Association must notify the District in writing within five (5) working days of the conclusion of Step 2 of the grievant's desire to refer the grievance to mediation. The District shall respond to the Association whether or not it agrees to the mediation of the grievance no later than five (5) working days of the request.
- C. The District and the Association must mutually agree to submit a grievance to mediation. If the parties agree, submission of the grievance to binding arbitration will be held in abeyance until the conclusion of mediation proceedings.
- D. Within five (5) working days following the agreement of the District and the Association to mediate the grievance, both parties shall agree upon and notify the appropriate mediation association and schedule a mediation conference at the earliest possible date.
- E. The mediator shall determine the process and procedures to be followed during the mediation conference.
- F. If no settlement is reached at mediation, the grievance may be appealed to binding arbitration in accordance with Step 4 of the Grievance Process. If the Association desires to appeal the grievance to Step 4, written notice must be made within ten (10) working days following the conclusion of the mediation conference.
- G. The fees and expenses of the mediator shall be shared equally by all parties.
- H. Should the grievance not be settled in Step 3, no settlement offer made by either side during mediation can be used in any subsequent arbitration proceeding.

Step 4: Binding Arbitration

- A. If the grievant(s) is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within ten (10) days after he/she has first met with the Superintendent, he/she may within five (5) days after a decision by the Superintendent, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involved the interpretation, or application, of any of the terms and conditions of this Agreement, it may, by written notice to the Superintendent, within five (5) days after receipt of the request from the aggrieved person(s) submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.
- B. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties will be bound by the rules and procedures of the American Arbitration Association.

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- C. Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of the Step 3 meetings.
- D. The arbitrator selected will confer with the representatives of the Superintendent and the Association and hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.
- E. The costs for the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

Section 6 – Class Grievances

- A. Grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2, with the signatures of more than one (1) grievant.
- B. By mutual agreement of the DPEA president and the Superintendent, the issue may be referred to negotiators. During negotiation of the issue the timeline will be suspended. If an agreement cannot be reached in a timely manner, either party may return to Step 2 of the grievance procedure.

Section 7 – District Grievances

- A. District grievances shall be confined to alleged violations of the contract by the Association.
- B. District grievances will be filed at Step 2 directly with the president of the Deer Park Education Association within fifteen (15) days of the act(s) prompting the grievance, or within fifteen (15) days of the Superintendent's knowledge of such act(s) whichever is later. The president of the Deer Park Education Association will provide a written answer within five (5) days.
- C. Unresolved District grievances may be submitted to binding arbitration as provided in Step 4.

Section 8 – Individual Rights

- A. Nothing contained herein shall be construed as limiting the right of any employee/employer having a complaint to discuss the matter by way of administrative channels pursuant to Section 9 herein.
- B. A grievant may be accompanied at all stages of the Grievance Procedure by a representative of his/her own choosing. If the representative is not an Association representative, the Association may have a representative in attendance and such representative may present the Association's views at the formal grievance proceeding.

Section 9 – Grievance Form

An appropriate District grievance form for initiating and processing grievances is provided (see Appendix D, Grievance Report Form).

Section 10 – Administrative Channels

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The Grievance Procedure embodied in this Agreement shall not deny the right of the employee and/or the Association to utilize the customary administrative channels to seek the resolution of problems that may arise outside the terms and conditions of this Agreement. This shall include the right to appeal before, and present written statements of problems to, the Board of Directors, but only after the Superintendent shall first be consulted and given an opportunity to resolve the problem. The Board, when dealing with a problem, shall, upon request of the Association or the employee, provide its response in writing.

ARTICLE XII - TERM OF AGREEMENT

This Agreement shall take effect on or after the date of ratification by both parties, and shall extend through August 31, 2018.

This Agreement will be open for negotiation in 2019. It will remain in effect, as is, if no changes in the Agreement are adopted.

The negotiation team leaders will arrange for collaborative bargaining training to be held prior to June 1 or a mutually agreed upon date.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this ___ day of _____, 2018.

FOR THE ASSOCIATION

FOR THE BOARD

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To review for inclusion or deletion from the CBA:

APPENDIX A – 2018-2019 SALARY SCHEDULE

APPENDIX B – LONGEVITY BONUS

APPENDIX C - EXTRA-CURRICULAR SALARY SCHEDULE

APPENDIX C - PERFORMANCE EVALUATION REPORT FOR CLASSROOM TEACHERS

APPENDIX D - PERFORMANCE EVALUATION REPORT FOR SUPPORT PERSONNEL

APPENDIX E - SHORT FORM PERFORMANCE EVALUATION REPORT

APPENDIX C-3 - APPLICATION FOR PROFESSIONAL GROWTH CYCLE

APPENDIX C-5 - SUBSTITUTE TEACHER APPRAISAL

APPENDIX D - GRIEVANCE REPORT FORM

APPENDIX – JUST CAUSE/SEVEN KEY TESTS

APPENDIX F - CONTRACT MODIFICATIONS FOR RESTRUCTURING

APPENDIX G – SUPPLEMENTAL PAY

APPENDIX H – COMPENSATION AND LEAVE CHART

APPENDIX I – PROFESSIONAL FUND REIMBURSEMENT

APPENDIX J – ASSIGNMENT INPUT FORM

APPENDIX K – OPTIONAL DAY VERIFICATION FORM