COLLECTIVE BARGAINING AGREEMENT

Pe Ell School District #301 and Pe Ell Education Association

2022 - 2025

TABLE OF CONTENTS

OVERVIEW

Agreement for Continuation of Collective Bargaining Contract	3
Duration Clause	4
CONTRACT INFORMATION	
Preamble	5
Association Leave	
Association Rights	5
Bereavement Leave	
Building Leadership in the Absence of a Principal	
Class Size	
Classroom Management	
Co-Curricular	
Complaint Procedure	7
Complaint Procedure – Co Curricular	
Compliance of Agreement with the Law	
Conferences—Fall and Spring	
Contracts	
Contracts – Supplemental	
Curriculum Days	10
Distribution of the Agreement	10
Due Process	10
Employee Protections	11
Employee Rights	11
General Working Conditions	11
Grievance Procedure	12
Jury Duty	14
Layoff and Recall	14
Leave of Absence	15
Management Rights	16
Maternity Leave	16
Medical and Dental Insurance	16
Mentor Teacher	17
Military Leave of Absence	
Open House	17
Other Deductions	
Paid Family Medical Leave	17
Payment	18
Payroll Deductions	
Personal Leave	18
Personnel Files	
Placement Language	
Procedures for Evaluation	
Procedures for Written Evaluation and Classroom Observation	
Professional Leave	
Recognition	22

Reopener Clause	
CONTRACT INFORMATION - Continued	
Salary, Salary Payments, and Compliance	23
Sick Leave	23
Special Education Caseload	25
Status of the Agreement	
Student Discipline	25
Supply Budget	26
Travel	26
Vacancies and Transfers	
Work Day	
Work Year	

Agreement for Continuation of Collective Bargaining Contract

From

August 31, 2019 to August 31, 2020

Collective Bargaining Agreement Extension

Expires August 31, 2020

STATEMENTS OF CLARIFICATION

- Calendar: Representatives from Pe Ell Education Association and Pe Ell School District will negotiate the calendar each year.
- 2. Insurance: When the legislature has finalized decisions regarding insurance, representatives from Pe Ell Education Association and Pe Ell School District will meet and discuss the options and enrollment procedures. SEBB insurance benefits will be passed through to each employee who is anticipated to work 630 hours in a year.
- 3. Salary: All state flow-through dollars will be applied to the Pe Ell Salary Schedule. Any state salary percentage increase shall be reflected on the Pe Ell Salary Schedule.
- 4. Legislative Enhancements: Any legislative enhancements that would affect teachers such as SLIG, Technology grant money, Mentor Teacher Program Funding, Better Schools Program Funds, etc. be made available for use by teachers and not become part of the district operating budget.

It is agreed to by the Pe Ell Education Association and the Pe Ell Board of Education that the existing

collective bargaining agreement including letters of understanding and addendums is extended to August 31, 2020. The four statements of clarification will be applied to this agreement.

Signed by ______ Signed by _____ Board Chairman

Signed by _____ Signed by _____ Signed by _____ DEA Negotiator

Date: _____ Date: _____ Date: _____

DURATION CLAUSE (August 31, 2019 and August 31, 2020)

This agreement shall be effective as of the date of ratification and shall continue in effect until the 31st day of August 2020.

If, in pursuant to such negotiation, agreement on a successor agreement is not reached prior to the expiration date, this Agreement shall continue in force unless ended by mutual written agreement of the parties.

Signed by		Signed by	
-	PEA President		Superintendent
Signed by	PEA Negotiator	Signed by	Witness
Date:		Date:	

COLLECTIVE BARGAINING AGREEMENT

Pe Ell School District #301 And Pe Ell Education Association 2019 – 2021

PREAMBLE

The Board of Education of the Pe Ell School District #301 of Lewis County, State of Washington, hereinafter referred to as the Board, and the Pe Ell Education Association, hereinafter referred to as the Association, agree as follows:

ASSOCIATION LEAVE

The purpose of RCW 41.59 is to prescribe certain rights and obligations of the educational employees of the school district of the State of Washington and to establish procedures governing the relationship between such employees and their employees which are designed to meet the special requirements and needs of public employment in education.

In order to accomplish the purpose of RCW 41.59, up to six (6) days leave with pay per school year shall be provided to the Association for utilization by the Association president or Association designee. The Association president representing the Association shall be able to utilize the six (6) days for the purposes of improving the local labor relationship between the District and the Association. The Association will reimburse the District in the amount of the substitute's pay, provided the Association agrees to defend, hold harmless, and reimburse the District for any and all losses and costs arising from the use of Association leave; provided further, if such funds are found to be improperly expended (i.e. by an auditor's exception), the Association shall henceforth reimburse the District at the full cost of the teacher's salary.

ASSOCIATION RIGHTS

The Association may use District buildings for meeting at reasonable times during the non-duty hours provided that such meetings shall not interfere with the normal school operations, and the Association shall be responsible for security and damages. The Association will pay for supplies and equipment used. The Association shall have the privilege of posting notices of meetings and information of concern to the members on bulletin boards in the faculty room.

Intra-district mail facilities and electronic communication devices may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official and are not slanderous to any individual or group.

The District shall make available to the Association upon request public documents under Initiative 276. Copies shall be furnished for a nominal charge.

Meetings with employees requested by the Superintendent or other District administrators for the processing of a grievance during the school day shall be held with no loss of pay to the employee.

BEREAVEMENT LEAVE

Up to five (5) days' leave per occurrence with pay shall be authorized by the District in the event of the death of any member of the immediate family. Immediate family includes mother, father, spouse, son, daughter, brother, sister, grandparent, mother or father-in-law or any relative living in the same household. Any time taken beyond five (5) days per occurrence shall be taken from the employee's sick leave. Any other bereavement may be granted at the discretion of the Superintendent upon verbal request by the employee.

BUILDING LEADERSHIP IN THE ABSENCE OF THE PRINCIPAL

Management rights in determining building leadership are mutually recognized. When building leadership responsibility is assigned to a certificated employee other than an intern, the employee shall be compensated at the rate of 110% of his/her daily salary for the days involved. In return for such compensation, the employee will assume the administrative duties assigned by the Principal during his/her absence including duties which might result in the lengthening of the employee's workday.

CLASS SIZE

The District and the Association recognize the need for maintaining the lowest student/teacher ratio possible and will work cooperatively to reach this end. Maximum student/teacher ratios for grades K-3 will be twenty-five (25) students. Maximum pupil/teacher ratios for grades 4 and 5 will be twenty-eight (28). Maximum average load for grades 6 through 12 will be thirty (30) students except for P.E. and Music.

If the maximum ratio in any classroom is exceeded, a meeting will be held within five (5) working days to discuss how to resolve this problem. Solution considerations could include but are not limited to adding certificated staff, aide time of 30 minutes per student over the maximum number, additional teacher compensation. If there is a failure of Maintenance and Operations Levy, no alternative will be available.

CLASSROOM MANAGEMENT

Primary responsibility for management and control of the classroom and the subject matter is placed with the classroom teacher. No special limitations are to be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society or the physical and biological world and other branches of learning, unless the Board makes a special finding that the main ideas of the subject area, as generally recognized in the field, are not being taught in an effective manner.

Also, the following exceptions to classroom management are expressly recognized:

- A. Controversial topics must be appropriate for the age and grade level of the class and must be pursued in accordance to Board policy;
- B. The Board may control textbook and material purchases in accordance with Board policy; and
- C. The Board, through the Superintendent, shall require notice in advance of known controversial topics to be taught.

CO-CURRICULAR

Advisors will maintain a log of class meetings, activities planned, and activities completed.

Class B

Music Director Athletic Director

Class D

Publications Advisor: Annual*
Publications Advisor: Newspaper*

^{*} Publications advisor for annual or newspaper will be compensated under Class D schedule when not offered during a regular class. Both positions will be compensated at 4% when offered in a class.

ACTIVITY/CLUB	STIPEND PERCENTAGE OF BASE SALARY
HS ASB	3%
MS ASB	1%
Elementary ASB	1%
SkillsUSA	3%
FBLA	3%
CISPUS	3%
WE Club	3%
Senior Class	3%
Junior Class	3% + 4 hrs per diem for 2 dances
Sophomore Class	1%
Freshmen Class	1%
6 th – 8 th Grade	1%
HS Knowledge Bowl	1%
MS Knowledge Bowl	1%

COMPLAINT PROCEDURE

Complaints concerning a staff member or program shall be handled according to the following procedure:

- 1. The Principal will arrange a discussion between the complainant and the staff member.
- 2. If the problem is not satisfactorily resolved at the building level, the complainant should file a written complaint with the Superintendent which describes the problem and the desired change. The Superintendent should send copies to the Principal and staff member.
- 3. The staff member shall respond to the Superintendent in writing or in person within five (5) working days.
- 4. The Superintendent shall then attempt to resolve the matter by chairing a conference with the citizen, staff member, and Principal.

- 5. If the matter is still not resolved, the Superintendent shall present the issue to the Board. If the complaint is against a staff member, the complaint shall be handled in executive session in the presence of the staff member and a witness of his/her choice. The Board shall attempt to make a final resolution of the matter. Any formal actions by the board must take place at an open meeting. If such actions may adversely affect the contract status of the staff member, the Board shall give written notice to the staff member of his/her rights to a hearing.
- 6. No complaints against staff members or programs will be discussed in a Board meeting unless the previous steps have been taken and the staff member has been notified in writing that such discussion is on the agenda.

COMPLAINT PROCEDURE - CO-CURRICULAR

Complaints regarding a co-curricular program or activity will be handled according to the follow procedure:

- a. The Principal will arrange a discussion between the complainant and the staff member.
- b. If the problem is not satisfactorily resolved at the building level, the complainant should file a written complaint with the Superintendent which describes the problem and the desired change. The Superintendent should send copies to the Principal and staff member.
- c. The staff member shall respond to the Superintendent in writing or in person within five (5) working days.
- d. The Superintendent shall then attempt to resolve the matter by chairing a conference with the citizens, staff members, and Principal.
- e. If the matter is still not resolved, the Superintendent shall present the issue to the Board. If the complaint is against a staff member, the complaint shall be handled in executive session in the presence of the staff member and a witness of his/her choice. The Board shall attempt to make a final resolution of the matter. Any formal actions by the Board must take place at an open meeting. If such action may adversely affect the contract status of the staff member, the Board shall give written notice to the staff member of his/her rights to a hearing.
- f. No complaints against staff members or programs will be discussed in a Board meeting unless the previous steps have been taken and the staff member has been notified in writing that such discussion is on the agenda.

COMPLIANCE OF AGREEMENT WITH THE LAW

If any provisions of this Agreement or any application of this Agreement to employees covered hereby shall be found contrary to the law, such provision or application shall have effect only to the extent permitted by the law, and other provisions or application of the agreement shall continue in full force and effect.

CONFERENCES—FALL AND SPRING

Conference preparation will be 3.5 hours the School Improvement Day (Friday) preceding conferences. The following Thursday and Friday, conferences will be held from 8:30 – 3:30 p.m. In addition, grades K-12 will have conferences between the hours of 5 p.m. and 8 p.m. Thursday.

K-12 employees will attend evening conferences. K-12 employees will be paid for up to three (3) hours at per diem hourly rate of pay of the employee.

In lieu of spring conferences, 9-12 employees will be paid up to three (3) hours per diem hourly rate of pay to attend the Honors Award Banquet.

This time must be submitted on a District time sheet.

CONTRACTS

Individual Employee Contract

The District shall provide each employee a contract in conformity with Washington State law, State Board of Education regulation and this Agreement.

Copies of Contracts

Three (3) copies of a contract shall be given to the employee each year for signature. One (1) copy is retained by that employee, two (2) copies are forwarded to the District office to be signed by the Board. One (1) of these copies is then placed in the employee personnel file and the second copy returned to the employee.

Release of Contract

An employee under contract shall be released from the obligation of the contract upon request under the following conditions:

- a. A letter of resignation must be submitted to the Superintendent's office.
- b. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted prior to that date.
- c. A release from contract shall be granted after July 1, subject to availability of a suitable replacement.

CONTRACTS – SUPPLEMENTAL

There shall be supplemental contracts for District-specified supplemental assignments. Supplemental contracts are non-continuing contracts.

Appointments to said assignments shall be for one (1) year and shall be in accordance with current statutory provisions.

The District will notify the teacher, in writing, by the last day of the school if they will not be offered the same supplemental contract for the same activities the following year.

The District reserves the right to cancel a co-curricular program. If a program is canceled, the supplemental contract involved will be void.

CURRICULUM DAYS

All K-12 teachers (including part-time) will be provided a total of fifteen (15) hours during the school improvement days (Fridays), as scheduled by the principal with input from the Leadership Team. The time will be used for individual, team, student data/records, grade level and/or subject planning

time to improve student learning. Teachers may use this time at their discretion in the listed activities. Staff will be expected to utilize the full fifteen (15) hours at school.

DISTRIBUTION OF THE AGREEMENT

Within thirty (30) days following ratification of this Agreement (or beginning of the school year if ratification takes place during the summer recess), the District shall print and distribute to all certificated employees copies of this Agreement and/or any addenda; provided, however, the District and the Association will check the contractual language prior to printing. The printing costs shall be shared equally by the Association and the District.

All certificated employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their individual contract. The District office shall receive twenty-five (25) copies. The Association shall receive twenty-five (25) copies.

The District shall make a good faith effort to assure that each employee has received a copy of the Agreement.

DUE PROCESS

The District recognizes the employee's right to due process by statutes. This recognition allows for timely written notice, hearing, adequate representation, and the right to confront witnesses prior to the action being taken.

No employee shall be disciplined without just cause.

An employee shall be entitled to have present a representative of the Association during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Such representative shall be made available without undue delay.

The District agrees to follow a policy of progressive discipline and any disciplinary action taken against an employee shall be appropriate to the behavior which precipitate said action.

Any written complaint made against an employee by a parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

Any criticism of any employee by a supervisor or administrator, shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques shall be confidential.

No disciplinary action more than two (2) years old shall be applied toward future disciplinary actions unless the same offense was committed during the two (2) year period of time.

EMPLOYEE PROTECTIONS

In the event that any school employee covered by the Agreement is injured by an act of physical
assault by a student while such employee is on duty and while such employee is engaged in
District-authorized or otherwise lawful conduct and is placed on State Worker Compensation,
the employer shall pay the difference between the Worker Compensation monthly benefit and

the injured employee's net monthly salary. For purposes of this section, "net salary" shall mean the employee's gross salary minus those deductions required by state or federal law and the employee's elective deductions. This provision shall be applicable only during the time when the employee is drawing monthly Worker Compensation time-loss compensation due to such injury and only while there is a reasonable expectation that the employee will return to work in the position held at the time of injury. This provision shall in no event obligate the District for payments beyond a 24-month period.

2. Certificated staff shall be informed prior to being assigned student(s) who evidence deviant behaviors that could present a safety problem to the students or staff.

Certificated staff shall be provided with specific information about the known behavior pattern(s) of the student(s) and suggested strategies for managing those behaviors. In the case of transfer students, administrators will make every reasonable effort to ascertain information on the student's academic and social school history and provide that information to teachers as soon as it is available.

3. In conformity with student rights and responsibility, every employee shall have the right and duty to maintain good order and discipline at all times.

The employer shall support and uphold its employee when the employee acts in a legally approved manner in maintaining good order and discipline.

The employer has the responsibility in suspending, expelling, and/or disciplining of unruly, disruptive, or insubordinate students or those students who have attacked or threatened attack on an employee.

EMPLOYEE RIGHTS

Nothing contained in the Agreement shall be construed to deny or restrict to any employee such rights as they may have under applicable law.

GENERAL WORKING CONDITIONS

The District will provide a private telephone available only for use by the staff.

The District will make the effort to maintain all facilities, equipment, and materials in a safe and clean manner.

GRIEVANCE PROCEDURE

A. Definition

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

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

"Days" shall mean employment days, except as otherwise indicated. The time limits as specified shall be strictly observed but may be extended by mutual occurrence of the parties. When a grievance is submitted after May 1, the time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration. This is not a formal step in the grievance procedure.

B. Procedure for Processing Grievances

1. Immediate Supervisor

The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of the grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later. The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested. The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s) Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision and all supportive evidence to the grievant(s), Association representative and the Superintendent.

2. Superintendent

If no satisfactory settlement is reached at Step 1, the grievance may be applied to Step II, Superintendent or his designed representative, within seven (7) working days of receipt of the decision rendered in Step 1. The Superintendent or his designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and including any pertinent witnesses as deemed necessary by the parties of interest. Such meetings shall be scheduled within seven (7) working days of the receipt of the Step II appeal. The purpose of this meeting shall be to effect a resolution of the grievance. The Superintendent or his designated representative shall provide a written decision incorporating the reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within five (5) working days from the conclusion of the meeting.

3. School Board

If no satisfactory settlement is reached at Step II, the grievance may be appealed to Step III within seven (7) school days after receiving the disposition of the Superintendent or after the above time limits have expired and the grievance submitted to the Board. If the grievance is submitted to the Board, the Board, within seven (7) days shall meet with the grievant, the Association representative, and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant in writing within five (5) days of such meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor.

4. Arbitration

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

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

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

C. Jurisdiction of Arbitrator

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

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

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

- 1. The termination of services or failure to reemploy any provisional employee.
- 2. The termination of services or failure to reemploy any employee to a position on the supplemental salary schedule.
- 3. Any matter involving employee evaluation, provided that Evaluation Procedure shall be subject to the arbitrators reviews.
- 4. Any matter involving employee probation, discharge, non-renewal, or adverse effect, provided that the Probation Procedure shall be subject to the arbitrators review.

D. Failure of the District

Failure on the part of the District at any step of this procedure to communicate the decision on the grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure. Any grievance not advanced by the grievant from one step to the next within the time limits of the step, shall be deemed resolved by the District's answer at the previous step. When a grievance is submitted after May 1, the time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter.

E. Accelerated Grievance Policy

In order to expedite grievance adjudication, the parties agree that any Association grievances, class action grievances, and grievances involving the evaluation procedures will be lodged at Step II of this procedure. Any grievance that has been filed prior to the termination date of the Agreement may be processed to conclude even if the Agreement has expired.

F. Reprisals

No reprisals of any kind will be taken by the District against any employee because of his participation in any grievance.

G. Costs

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

****For Grievance Form See Appendix 1****

JURY DUTY

Teachers will serve without reduction in salary. Teachers will keep expense money, mileage, food, and lodging expenses. Any funds left over from jury pay will go into the District's general fund.

LAYOFF AND RECALL

The Board of Directors shall determine the education program and services for the Pe Ell School District #301, based upon the educational goals of the District and financial resources available to the following school year. Prior to April 15 of each year, or sooner if possible, the Board shall, accurately as possible, determine present financial status and enrollment and projected financial status and enrollment for the following year. In the event that it can be shown that revenues are not sufficient to support the present size staff, the Board shall consider using the layoff and recall procedures.

In the event that a lay off becomes necessary, under the above set forth policies, the following criteria shall be used to determine which certificated staff members shall be retained and which shall be given notice thereof on or before the 15th of May in the same manner as is provided for non-renewal of contract in RCW 28A.58.450.

First the Board shall determine which, if any, staff member(s) will not be returning to the District in the following school year by reason of retirement, family transfer, resignation, leave, discharge for cause or non-renewal for cause. Any such projected vacancies shall be then taken into account in determining whether additional reduction in certificated staff will be necessary.

Any certificated staff member to be retained by the District during a lay off must possess a valid Washington State Teaching Certificate for the position to be filled by him or her.

In the event that seniority of teaching in Washington State is equal as between two or more teachers, then, as between them, those teachers with the fewest college credits shall be first to be laid off and those with the most college credits shall be last to be laid off.

All certificated personnel not retained as a result of lay off shall be placed in an employment pool for one year for possible recall. Employment pool personnel shall be given the first opportunity to fill any position which becomes available on the same basis of seniority as for lay off (most seniority, recalled first: least seniority, recalled last).

It shall be the responsibility of each employee placed in the employment pool to notify the board or its designee in writing between January 1 and January 31 of the period during which the employee is placed in the pool, if such employee wishes to remain in the employment pool for the balance of a one-year period. If such notification is not received, the name of any such employee may be dropped from the employment pool.

When a vacancy occurs for which persons in the employment pool qualify, notifications from the Board to such individuals shall be by certified mail or by personal delivery. Such individuals shall have five (5) calendar days from the receipt of the written offer to accept the position. If an individual fails to accept a position offered, such individual shall be dropped from the employment pool. The District shall utilize employment pool personnel as substitutes on a first priority basis.

LEAVE OF ABSENCE

An employee shall be entitled to apply for a leave of absence without pay for professional study, rest and recuperation, extended travel, working in a professionally related field, or personal reasons.

The duration of the leave shall be on the basis of individual need which shall be stated on written application. Leaves, if granted, normally shall be for a duration of one year or less and shall expire at the date agreed upon.

Should the employee on leave feel an extension in the duration of the leave would be beneficial, the Board may grant it. The procedure for filing for an extension shall be the same as for applying for the initial leave of absence.

The employee requesting the leave will receive no salary or benefits for the period of absence, but will retain position on the salary schedule in educational increments and teaching experience. Health insurance and other insurance benefits approved through the District may remain in force throughout the period of such leave by the employee submitting to the District the monthly premium in advance of each payment provided that such continuation of benefits is allowed by the insurance carrier. If during the leave the employee gains additional (a) educational experience and/or (b) teaching experience, then the employee will advance on the salary schedule accordingly.

The employee on leave will have accumulated sick leave and retirement benefits frozen. To be eligible for this leave of absence, the employee shall be rehired at the same teaching position or its equivalent within the grade or building department level.

Upon returning, the employee shall have the same right to apply for another position for which the employee is qualified, in lieu of the previous teaching position held. Any employee desiring a leave of absence must submit a written request to the Superintendent prior to April 1 of the school year prior to the year for which professional leave is desired. The request shall specify the reasons for which leave is requested and give specific plans and endeavors.

The employee on leave will notify the District by May 1 if the employee will return to the District the following year. If the District does not receive notification that the employee on leave is returning, the District will consider the position vacant.

MANAGEMENT RIGHTS

The Board, acting in behalf of the electorate of the school District, retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and the United States.

MATERINITY LEAVE

A teacher requesting maternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave, when possible. The written request for maternity leave should include a statement as to the expected date of return to employment, and, within thirty (30) day after childbirth, shall inform the District of the specific day when she will return to work. A maximum of thirty (30) days sick leave shall be granted after the birth of the child. In the event sick leave has been exhausted, then the employee shall be granted leave of absence under the Leave of Absence contained herein.

MEDICAL AND DENTAL INSURANCE

The Association shall have the right to establish all insurance programs and name respective carriers.

Beginning October 1, 1989, the District shall contribute the maximum funded by the state per month per eligible FTE employee on an FTE basis for the forthcoming school year toward an employee insurance pool. The Pe Ell School District will contribute the full carve-out per month per certificated employee. Each employee's insurance needs shall be paid from the pool for medical and dental coverage with the dental premium being paid first. Costs in excess of the pool shall be borne by the individually affected employee(s).

Employees who are less than full time shall have the option to enroll in all insurance programs. However, such employees will be required to pay any excess costs for such insurance programs which are in excess of their prorated benefits.

The following insurance programs are established for the term of this contract:

- A. Washington Dental Insurance/Orthodontia
- B. WEA sponsored Medical and Vision

MENTOR TEACHER

- 1. Mentors desiring consideration for participation in the Teachers Assistance program shall meet the following qualifications:
- 1.1.: Be employed full time primarily as a classroom teacher.
- 1.2.: Be selected by the school District to provide continuing and sustained support to a beginning teacher, both in and out of the classroom.

- 2. New beginning teachers to the Pe Ell School District shall be eligible to apply for the Teacher Assistance Program.
- 3. The mentor teacher and the new teacher shall receive an annual supplement stipend equal to the amount from SPI.
- 4. Both the mentor teacher and the new teacher will be reimbursed for expenses incurred as defined in Chapter 392-196 WAC:
 - a. Mentor teacher stipend
 - b. Travel expenses of the beginning teacher and mentor teacher for attendance at the educational service District workshops or training session.
 - c. Two days of school District sponsored or approved training workshops for the mentor and beginning teacher expenses for workshops.
 - d. Substitute teacher salaries for released time for mentor and beginning teacher.
 - e. Beginning teacher stipend.
 - f. Appropriate fringe benefits associated with mentor and beginning teacher stipends.
- 5. Neither the mentor teacher nor the new teacher shall in any way participate in or contribute to the evaluation of the other.
- 6. Should any problems arise between the mentor teacher and the new teacher, the building Principal will facilitate the resolve of these difficulties. If the problems are unresolvable, the District may terminate the supplemental contract.
- 7. A supplemental contract will be issued to both the mentor teacher and the new teacher.
- 8. This program is dependent on being selected by ESD 113 as a participant in the state program.

MILITARY LEAVE OF ABSENCE

Employees shall be granted military leave of absence when required by law.

OPEN HOUSE

All teachers will attend an open house, paid at per diem rate up to 3.75 hours. The date and logistics of the night will be agreed upon by the PEA and school administration.

OTHER DEDUCTIONS

The District shall, upon receipt of signed authorization from an employee, deduct from the employee's salary and make appropriate remittance for insurance plans, tax-sheltered annuities, charitable donations or any other plans or programs jointly approved by the Association and the Board, and subject to applicable laws.

PAID FAMILY MEDICAL LEAVE (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing with the 2019-20 school year, The District shall pay 70% of the payroll premium, and the employee will pay 30% of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the laws. When

such leave is used for pregnancy/maternity disability, The District shall maintain health insurance benefits during periods of approved PFML leave.

PAYMENT

Employees shall be paid in twelve (12) monthly installments. Payroll checks shall be issued to the employee on the last working day of each month.

PAYROLL DEDUCTIONS

The Pe Ell Education Association and its affiliates (WEA and NEA) shall have the right of automatic payroll deduction of membership dues and fees for employees subject to applicable laws. One deduction only shall be made and transmitted to a location indicated by the PEA.

The Association shall provide an automatic payroll authorization form to each employee. The employee may sign and deliver authorization to the Association during the enrollment period at the beginning of the school year. Once an employee has signed the automatic payroll authorization, dues deductions shall be continuous thereafter.

The Association shall submit the automatic payroll authorization to the District for processing. A table of prorated annual dues and fees shall be supplied to the District office by the Association to determine monthly dues deductions.

PERSONAL LEAVE

At the beginning of each school year, each employee will be credited with three days' personal leave. This leave may be used for the employee's personal convenience. Employees may use this leave for a purpose they believe to be sufficient to warrant their absences from their assigned responsibilities. Such leave shall be granted with pay. Personal leave shall not be taken to extend other leaves or holiday periods unless arranged with the Superintendent a minimum of one (1) calendar month prior to the leave. Teachers shall not be required to define leave taken beyond the phrase "personal". The employee will request personal leave twenty-four (24) hours in advance. Personal leave may not be taken during the first week or last week of the school year, unless prior written approval is received from the Superintendent. One (1) unused personal day may be carried over the following year, accumulative up to a maximum of four (4) personal days in any given year. A maximum of three (3) staff members may be absent on a given day, using personal leave. In lieu of using up to two (2) personal days, teachers may cash in day(s) for an amount equal to per diem pay rate. The cash out must be requested by the last student day of the current school year.

PERSONNEL FILES

Teachers shall have the rights to inspect their personnel files, to attach a response to any material in the file, and to be given one copy of any material that will be placed in the file. Additional copies of materials in the file shall be available at a cost of ten (10) cents per page.

Both the teacher and the administrator shall be the right to have a witness present when a teacher reviews his/her personnel file. Any derogatory material placed in the file shall be reviewed with the teacher within fourteen (14) school days.

Upon request by the teacher, the administrator and/or his designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection.

PLACEMENT LANGUAGE

- A. Beginning with the contract year 1991 1992, all newly employed certificated staff will meet the following requirements:
 - Years of service
 Number of years of professional education employment prior to the current reporting year as recognized on the reporting District's 1990 1991 salary schedule.
 - Education Experience
 The degree level and hours earned after the degree shall be recognized at the highest placement level for each individual as accepted by the State in allocating funds.
 - 3. Those employees who qualify for BA+135 will be paid according to the state grandfathering agreement if they earn the necessary credits by January 1 of 1992 as stipulated by the Legislature.
- B. Approval of credits: Credits for salary schedule placement for all personnel (current and newly employed staff) must meet the following requirements:
 - 1. All teachers shall verify their salary placement annually and shall immediately report any discrepancy to their building Principal and the Superintendent.
 - 2. Classes submitted for salary schedule credit shall meet State requirements.
 - 3. Credits earned by September 1 shall be considered for advancement of the salary schedule. All teachers who have earned credits for advancement on the salary schedule shall file a formal statement with the Superintendent by the first weekday of the current school year and an official college transcript by October 30.
 - 4. The District shall accept all Clock Hour and In-service Credits that meet State Board of Education Approval Standards for Clock Hour and In-service Credit and are recognized for placement on the state allocation schedule for apportionment. The credit shall count for advancement on the local salary schedule. Ten (10) clock hours of In-service shall be equal to one-quarter university credit and shall be recognized for local salary schedule placement.

PROCEDURES FOR EVALUATION

A. General

Certificated classroom teachers and certificated support personnel holding non administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein. Every employee whose work is judged unsatisfactory based upon the evaluation criteria shall be placed on probationary status no later than February 1, and shall be given until May 1 to demonstrate improvement in his or her areas of deficiency.

B. Evaluation

1. Responsibility for evaluation:

The building Principal shall be responsible for the evaluation of school employees assigned to his/her school. An employee assigned to more than more than one school shall be evaluated by the Principal of each school. A Principal in consultation with the Superintendent may designate

other certificated staff members to assist in the observation and evaluation process; however, the primary responsibility for evaluation shall remain with the building Principal.

2. Evaluation criteria:

Each employee shall be evaluated in accordance with the criteria established herein.

Evaluations required or permitted hereunder shall be documented on the evaluation report.

3. Required evaluations:

- a. All employees newly employed by the school District shall be evaluated within the first ninety (90) calendar days of the commencement of their employment.
- b. All employees, including new employees, shall be evaluated annually; such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.
- c. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- d. If an employee resigns during the school year, a final evaluation shall be completed prior to the date of resignation.
- e. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

4. Additional evaluations:

In addition to the evaluations required under paragraph B.3. above, Principal and other supervisors may cover evaluations at any time during the school year, which evaluations may cover individual observations or such periods of time as may be identified in the evaluation report.

5. Minimum observation criteria:

During each school year, each employee shall be observed for the purpose of evaluation at least twice in a performance of his or her assigned duties. Total observation time for each employee for each school year shall be less than sixty (60) minutes. A minimum of one observation fir a total time of thirty (30) minutes shall be required in connection with evaluation under paragraph B.3. (a) above.

6. Evaluation procedures:

- a. Following each observation or series of observations, the Principal or other evaluator shall promptly document the results thereof using the appropriate evaluation report form attached hereto as Exhibit I. The employee shall be provided with a copy of the evaluation report within five (5) days after such observation is made.
- b. The employee shall sign the School District's copy of the evaluation report to indicate that he or she has 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 report.
- c. Each Evaluation report required under paragraph B.3. above shall be promptly forwarded to the School District's personnel office for filing in the employee's personnel file. Evaluation reports other than those required under B.3. above shall not be filed in the employee's personnel file unless either the supervisor or the employee elected to the contrary.
- d. Following a completion of each evaluation report required under paragraph B.3. above, a meeting shall be held between the Principal or other supervisor and the employee to discuss the report.

C. Probation

1. Principal's Report:

In the event that a Principal determines, on the basis of the evaluation criteria, that the performance of an employee under his or her supervision is unsatisfactory, the Principal shall report the same in writing to the Superintendent on or before January 20.

The report shall include the following:

- a. The evaluation report prepared pursuant to the provisions of paragraph B.3. (e) above.
- b. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

2. Establishment of probationary period:

If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the employee in a probationary status beginning on or before February 1 and ending May 1. On or before February 1, the employee shall be given written notice of the action of the Superintendent which notice shall contain the following:

- a. Specific areas of performance deficiencies
- b. A suggested specific and reasonable program for improvement
- c. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.

3. Evaluation during the probationary period:

- a. At or about the time of delivery of a probationary letter, the Principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the Principal, in consultation with the Superintendent, the Principal may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her area of deficiency.
- b. During the probationary period, the Principal, supervisor, or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of paragraph B.6.
 (a) and (b) above shall apply to the documentation of evaluation reports during the probationary period.
- c. The probationary employee may be removed from probation at any time if he or she had demonstrated improvement to the satisfaction of the Principal in those areas specifically detailed in his or her notice of probation. At the time the employee is removed from probation, a post-probation report shall be submitted to the Superintendent as outlined below.

4. Principal's post-probation report:

Unless the probationary employee has previously been removed from probation, the Principal shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

a. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

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

5. Action by the Superintendent:

Following a review of any report submitted pursuant to paragraph C.4. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

PROCEDURE FOR FINAL WRITTEN EVALUATION AND CLASSROOM OBSERVATION

- 1. The final written evaluation must be the result of a joint conference between the Principal and staff member. Both the Principal and staff member must receive a signed copy of the total instrument.
- 2. All comments must be dated.
- 3. Any disagreements between the Principal and staff member must be noted, dated, and initialed.
- 4. A photo copy must be given to each staff member upon completion of each observation.

PROFESSIONAL LEAVE

Two (2) non-accumulative days of professional leave without loss of pay will be granted by the Board. The District will pay the cost of registration fees up to \$200 for each professional day per staff member. Professional academic leave is defined as attendance at subject area meetings, professional academic organizational meetings, and conferences designated for professional growth of the teacher.

The Pe Ell School District agrees to pay lodging fee up to two (2) days per year at a rate of up to \$200 per day.

For each Professional Day the District will provide reimbursement for meals as follows: \$6 per breakfast, \$8 per lunch, \$12 per dinner. Receipts must be provided in order to receive the reimbursement.

RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel employed by the Board. Such representation shall exclude the Superintendent, Principal, and other administrators appointed by the Board.

REOPENER CLAUSE

This Agreement may be opened for amendment(s) by the mutual consent of both parties. Requests for such amendments(s) by either party must be in writing and must include a summary of the proposed amendment(s).

Annually, each party may propose one reopener in addition to the salary, medical, and cocurricular clauses.

SALARY, SALARY PAYMENTS, AND COMPLIANCE (Salary Scale – see appendix 2)

The amount of salary increase shall be negotiated when funds for salary increases are officially made known to the District by the State or the State Superintendent of Public Instruction. The negotiated salaries—including payment for District approved assignments—shall be retroactive to September 1 of the current school year. All state flow-through salary dollars will be applied to the Pe Ell salary schedule. Any state salary percentage increase shall be reflected in the Pe Ell salary schedule. When possible, the September check will reflect these changes.

Salaries for employees subject to this Agreement during the term of the Agreement are contained in the Appendix of the contract. Should the date of execution of the Agreement be subsequent to the effective dates, salaries—including overtime—shall be retroactive to the effective date. Retroactive pay, where applicable, shall be paid on the first regular payday following execution of this Agreement, if possible, or the subsequent pay period at the latest.

Increment steps shall take effect on September 1 of each year during the term of this Agreement. An employee shall receive increment credit and advancement when employed ninety (90) days during the school year.

Checks shall be issued on the last working day of each month. An employee may pick up his/her salary check when the payroll has been processed or may request that the check be deposited to his/her bank account or forwarded to a specific address.

All the compensation owed to an employee who is leaving the District shall, upon request, be paid within a calendar month after the final day of employment in accordance with applicable law.

A. Salary Compliance

- 1. The maximum funded by the State will automatically be applied to the salary schedule as determined through negotiations between the District and the Association.
- 2. In the event the District is under State compliance, the District will automatically provide an upward adjustment to achieve maximum compliance allowed by the State. The salary settlement intent is to grant a salary increase that will be at the maximum State funded amount.
- 3. In the event the Legislature authorizes salary increases greater than the amount funded by the State, the parties agree to reopen negotiations on such matters.

SICK LEAVE

Every employee holding a regular full-time position shall accrue a total of twelve (12) days leave with pay (or the maximum allowed by the State if greater than 12 days) per school year for illness, injury or emergency for self and/or immediate family member(s). Immediate family includes mother, father, spouse, son, daughter, brother, mother or father-in-law or any relative living in the same household. Sick leave shall accumulate according to state statute. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the relationship of their basic work week as to forty (40) hours.

1. Compensated leave may be applied to absence caused by illness, injury, or emergency of an employee. Compensated leave may be used for medical, dental, or ocular appointments when

absence during working hours for this purpose is authorized forty-eight (48) hours in advance by the appropriate supervisor. In any instance involving use of a fraction of days sick leave, the minimum charge to the employee's sick leave account shall be one-half day. The employee may be required to furnish a note issued by a licensed physician or other evidence of illness satisfactory to the Principal.

- 2. When an employee will be absent from work due to illness, he shall give notice to the Principal or person designated by the Superintendent to receive such notice not later than 7:00 a.m. of the first day of illness. If the absence may be consecutive days, the District shall be notified of the probable date of return.
- 3. An employee returning from any illness of five (5) consecutive days or more, whether or not compensated benefits have been paid, may be required to submit to a medical examination or other medical evaluation at the expense of the District in order to establish medical fitness for duties of the position before returning to work.
- 4. Emergencies are defined as those situations which cannot be dealt with outside of working hours which are planned and which require the individual to absent him/herself from his/her duties. In the event that an employee or member of an employee's family suffers from a serious injury or illness requiring protracted leave and the said employee does not have sufficient accumulated sick leave, other employees governed by this agreement may voluntarily donate sick leave time with the following restrictions:
 - a. No employee can be pressured or coerced in any way.
 - b. Employees can donate days in excess of 60 days (480 hours) of accumulated leave.

Pursuant to current statute, employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days.

In January of the year following any year in which a minimum of sixty (60) days of injury or illness leave is accrued, and each January thereafter, the staff member may exercise an option either (1) to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the staff member for each four full days of accrued leave for illness or injury in excess of sixty (60) days or (2) to add that year's sick leave to the staff member's accumulated sick leave. Such leave for which the staff member has received compensation shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation.

A staff member who retires may cash-out all accrued injury or illness leave at the above rate. Such leave shall be accrued at the rate of not more than one day per month except for purposes of cash-out leave shall not be accumulated in excess of 180 days (1440 hours). The beneficiary of a deceased staff member may also exercise those same cash-out rights.

For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System (WSTRS).

SPECIAL EDUCATION CASELOAD

The District realizes the value of reasonable caseloads for Special Education teachers and will attempt to keep caseloads as low as economically feasible.

Each K-12 special education teacher may request an IEP work day, in the form of a substitute for every five (5) annual IEPs beyond a base annual IEP count of 10. The teacher's IEP count will be calculated on the November 1 federal count day but may be adjusted upon petition to the Superintendent for substantial changes in annual IEP numbers or other extenuating circumstances.

In addition, for special education teachers who have three (3) or more Portfolio students on their caseload, they may also request one (1) portfolio collection day for each of the required three (3) data points. This involves bringing in a substitute to teach their normal class while the special education teachers remain at school with their Portfolio students to gather data points and enter them into the Portfolio system.

District retains the right to adjust this depending on budget circumstances.

STATUS OF THE AGREEMENT

This Agreement shall become effective when ratified by the Board and the Association.

This Agreement shall supersede any rules, regulations, policies, resolutions of the District which shall be contrary to or inconsistent with its terms.

STUDENT DISCIPLINE

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status.

The Board and the Superintendent shall support and uphold employees in their efforts to maintain discipline in the District I accordance with District discipline rules, such written rules to be distributed to each employee at the beginning of the school year and shall give immediate response to all teachers' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board.

In the exercise of authority by the employee to control and maintain order and discipline, the employee shall use reasonable and professional judgment.

School-wide or District-wide discipline rules or procedures, such as the student handbook, shall be made known to affected students and employees. Such rules or procedures shall be enforced firmly, consistently, and compassionately. School Principal will meet with the employees at least three times a year to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards. Any changes in building disciplinary standards and procedures will be presented and discussed to the employees by the Discipline Committee prior to being adopted by the School Board.

The District shall continue to belong to the ESD 113 Cooperative, as governed by the ESD 113 Superintendents' Advisory Council, which provides for the use of a psychologist and other specialized services.

It is mutually recognized that students need a safe school environment which is conducive to learning. Any person on the school premises who is under the influence of alcohol or illegal drugs or has possession of alcohol or illegal drugs shall be immediately excluded from contact with students. Any person who physically or verbally abuses or intimidates or interferes with an employee in the performance of his/her duties shall be immediately excluded from contact with the employee.

SUPPLY BUDGET

Each school year, all certificated employees will be reimbursed \$50 by the Pe Ell School District for classroom expenditures.

TRAVEL

Teachers utilizing their private automobile on school business shall be compensated at the rate allowable by the I.R.S. The District vehicle must be used if available when transporting students.

VACANCIES AND TRANSFERS

All vacancies shall be publicized by position and level through written notice. Notices will be posted except when school is closed as for summer vacation. For vacancies that develop within the District, personnel presently employed in the District shall receive due consideration concerning their credentials and preparation. Assignments will be made on the current needs of the District. Employees who desire a transfer or reassignment shall request such, in writing. Said request will be kept on file by the District until assignments for the following school year have been completed. The District shall notify, in writing, each unsuccessful applicant that the position has been filled and reasons therefore. When it becomes necessary to involuntarily transfer an employee, said employee shall be given reasonable, written notice and reasons for the transfer. Employees who have been involuntarily transferred will, upon request, be granted priority consideration for return to the position formerly held.

WORK DAY

The required workday shall be eight (8) hours and fifteen (15) minutes (7:45 a.m. – 4:00 p.m.) Employees shall begin their workday thirty (30) minutes before the students' day begins and shall continue until thirty (30) minutes after the students' day ends. All employees shall have a duty-free lunch period of not less than thirty (30) minutes per workday.

A teacher may be permitted to leave the "work site" during the lunch break. A teacher may request to leave the job site directly after the close of the student day in order to attend classes, professional meeting, or activity meetings.

Assignments outside the scheduled workday shall not be required. On Thursdays, the employees' day shall end at 3:45 p.m.

In the event a parent requests a conference during the school year, K-12 employees will make an effort to accommodate this need at a mutually agreed upon time.

Each full-time employee (6-12) directly involved with classroom instruction shall have a scheduled continuous preparation/conference period equal to the regular scheduled period during a regular student day. Less than full-time employees shall receive a prorated preparation time.

Each full-time employee (K-5) directly involved with classroom instruction shall have a one hundred fifty (150) minute duty-free preparation/conference period each full school week. Less than full-time employees shall receive a prorated preparation time. This duty-free preparation/conference time will be accommodated by the use of specialists: P.E., Music, Keyboarding, and Library. In addition, recess will be considered as duty-free preparation/conference time. Classified playground supervisors will be on duty to supervise the recess periods. Preparation period will be spent at school.

Preparation/conference time shall not be assigned or contracted to other duties, unless mutually agreed to by the employee and the employer.

If it becomes necessary to have an employee cover a class, then the District shall pay the employee at the per diem hourly rate of pay of the employee.

Assignments outside the scheduled workday shall not be required unless compensated at the per diem hourly rate of pay of the employee for the work performed beyond the workday. Elementary teachers who attend the Winter and Spring Concert to assist with their students shall be compensated 1.5 hours per concert at the per diem rate. Supervision of concerts is voluntary.

WORK YEAR

The length of the regular employee contract shall be one hundred sixty-four (164) days. Any extension of contracted days agreed on by the Association and the District shall be computed at 1/180 at 7.5 hours full per diem of the employee's contracted rate of pay for the school District.

Two (2) mandatory per diem staff days will be required each year. These days will be used at the District's discretion for meetings, conference between staff and administration, materials organization, new teacher orientation, and any other activities the District considers appropriate. The specific date of the staff day will be negotiated in the calendar.