B A R G A I N I N G A G R E E M E N T

by and between

UNIVERSITY PLACE SCHOOL DISTRICT

and

UNIVERSITY PLACE EDUCATION ASSOCIATION

September 1, 2020 – August 31, 2022

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Relationship Compact Between UPEA and UPSD

The purpose of this compact between UPSD and UPEA on behalf of their constituencies is to formalize a relationship that will survive the differences in interest, endure changes in leadership, extend beyond legal and contractual requirements.

This relationship will be based on the following principles:

We agree that an interest-based approach shall be used as the basis for both specific problem-solving activities and contractual negotiations between the parties.

We recognize that each group and individual has equal rights to seek the accommodation of their respective interests and to actively advocate for those interests.

We understand and accept that a high degree of trust is essential to a successful relationship. To this end, we will focus on increasing and maintaining our own trustworthiness as individuals and organizations.

We will seek to persuade rather than coerce. The use of coercion is destructive to our relationship and lessens the commitment to our agreements. We will be open to persuasion at all times in order to avoid reliance on the use of power.

We believe in open and inclusive communications. We will seek to listen actively and communicate directly. We will always consult before deciding on matters which may have a major impact on the other party.

We will recognize individual and organizational emotions and deal with them directly and rationally. We will avoid reacting emotionally and taking actions that detract from our relationships.

We affirm our commitment to these principles but acknowledge that we may make mistakes. We resolve to learn and improve.

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO by and between University Place School District No. 83, Pierce County, Washington, hereinafter called the "District" or "Board," and the University Place Education Association, hereinafter called the "Association."

The "District" and the "Association" when used together shall be called the "Parties."

Recognizing that providing quality education is the paramount responsibility of the District and the Association and that the character of such education depends largely upon the quality and morale of the teaching service, we hereby declare:

WHEREAS, the Association recognizes that the District, under law, has the final responsibility, which can neither be abridged nor delegated, for establishing of policies for the District; and

WHEREAS, the Association recognizes that the District, under law, has the final responsibility which can neither be abridged nor delegated, for all aspects of the school district, and

WHEREAS, the current laws of the State of Washington authorize the District and the Association, the exclusive bargaining representative of employees as defined in this Agreement, to enter into collective bargaining negotiation with respect to wages, hours, terms and conditions of employment;

WHEREAS, this agreement and any subsequent amendment to it shall become effective upon ratification first by the Association and then by the District.

WHEREAS, the District and Association are committed to a process of cooperation and collaboration in addressing issues of interest to either party as those issues arise.

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the District agree as follows:

ARTICLE I - ADMINISTRATION

Section 1 – Recognition

1.1.1 The District recognizes the Association as the exclusive collective bargaining representative for certificated employees in the bargaining unit who are employed under a temporary, provisional, or continuing contract, substitutes who work twenty (20) consecutive days in the same assignment and substitutes who work thirty (30) or more days during a school year.

Substitutes designated in this section shall be covered by the following provisions of this contract:

1.1 Recognition
1.2 Fair Employment Practices
1.3 Compliance
1.4 Status of Agreement
1.5 No Strike / No Lockout
2.1 Management
2.2 Association Dues Deductions
3.2 Workday/Working Periods
3.3 Calendar
3.6 Discipline
4.1 Salary and Salary Schedules
6.1 Academic Freedom
7.1 Planning Time

Excluded from the bargaining unit shall be all other employees, superintendents, district office administrators, administrative assistants, principals, assistant principals, directors, managers, the district athletic director and confidential employees and supervisors as defined in the law.

1.1.2 Bargaining Unit representation shall cover new classifications pursuant to guidelines established above unless the majority of time spent in such positions involves supervisory and/or administration duties.

1.1.3 The Association shall, upon approval of the District, have the right to use District buildings, when available.

1.1.4 The Association shall have the right to post notices of Association meetings on bulletin boards in school faculty rooms.

1.1.5 The Association shall have the right to use District mail boxes for distribution of non-defamatory Association notices. To the extent it does not overtax building and district mail systems, the District shall permit Association use of the District Courier and email services for the distribution of Association communications materials. Such materials shall be clearly labeled as Association business, display the name of the authorizing Association representative and shall not defame any individual, group, or agency. Political materials shall not be distributed through the school district’s mail or e-mail service. Staff have no expectation of privacy with respect to communication and must comply with all local, state, and federal laws.

1.1.6 The District will not bargain with or recognize any "employee organization" other than the University Place Education Association as representing the employees of the District in the bargaining unit defined in this section, unless and until a majority of such employees notify the

District that they no longer wish to be represented by the Association or select another bargaining representative pursuant to the procedures established by the Educational Employment Relations Act.

1.1.7 Association Access – Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that it does not interrupt normal school operations or assigned duties. The Association shall be provided with not less than 30 minutes for presentation during new employee orientation.

Section 2 – Fair Employment Practices

1.2.1 The University Place School District complies with all federal and state laws, rules, and regulations and does not discriminate on the basis of race, color, national origin (including language), sex, sexual orientation including gender expression or identity, creed, religion, age, veteran or military status, disability, or the use of a trained dog guide or service animal by a person with a disability in student education programs, co-curricular activities, and employment practices. The district is an equal opportunity/affirmative action employer encouraging application of qualified minorities, women, and disabled persons for employment and other opportunities.

1.2.2 Membership in the Association shall not be denied to any eligible certificated employee because of race, creed, religion, color, national origin, age, sex, veteran or military status, sexual orientation, gender expression, gender identity, marital status, disability, the use of a trained dog guide or service animal, or, any other protected classification. The Association agrees that membership in the Association shall not be required as a condition of employment of any teacher in the District.

1.2.3 An employee may request to have a representative of the Association present in a meeting which has been called for the purpose of disciplining such employee.

1.2.4 No School District employee shall be disciplined, subjected to malicious intimidation or in any other way be penalized by any school district employee or its authorized agents as a result of a District/Association dispute in the past or in the future.

Section 3 – Compliance of Agreement

1.3.1 Individual certificated employee contracts shall be consistent with the terms and conditions of employment as defined by the Collective Bargaining Agreement.

Section 4 – Status of Agreement

1.4.1 This Agreement, during the term of the Agreement, may be altered, changed, added to, deleted from or modified, only through the voluntary, mutual consent of the District and the Association.

1.4.2 If any Article, Section or Sub-Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, said Article, Section or Sub-Sections shall be null and void and all other Sections, Subsections and Articles shall continue in full force and effect.

1.4.3 If any provision of this Agreement is so held to be contrary to law, the parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section 5 – No Strike / No Lockout

1.5.1 During the term of this agreement, employees, while acting in the course of their employment, shall not honor any picket line against the District when called upon to cross such picket line in the course of their employment. During the term of this agreement, the District shall not lock out

members of the bargaining unit. Failure to hold school due to an act of nature or utility failure shall not be considered a lockout.

Section 6 – Duplication and Distribution

1.6.1 At the conclusion of bargaining, prior to ratification by either party, District and Association representatives shall mutually proof read any and all tentative agreements. Within a reasonable time following the ratification and signing of this Agreement, the District shall post the contract on the District's server, available to staff only, and provide a sufficient number of hard copies as the Association and/or District deem(s) necessary. Prior to posting and printing the final document, the District and the Association shall mutually proof read the final document.

ARTICLE II - BUSINESS

Section 1 – Management

2.1.1 There is reserved exclusively to the District all responsibilities, powers, rights and authority; vested exclusively in it or implied by the laws and Constitution of Washington and the United States or common law functions and prerogatives which have been heretofore exercised by it.

2.1.2 By way of illustration and without limiting or abridging the generality or specificity of the above right, the following pertains:

A. To manage and administer the school system, its properties and facilities and to direct its employees, administrators, teachers and other employees in the execution of their duties. To make such operating changes as deemed advisable for efficient, effective operation of the District, including the right to subcontract work.

B. To determine the work and position requirements, applicant and employee qualifications, to supervise and evaluate all teachers and programs, to determine the conditions for the continued employment, performed by employees, to assign duties, responsibilities and the place of work of teachers, and to promote, reassign and transfer such teachers.

C. To determine and establish levels and course of study and instruction (including but not restricted to special programs), athletic, recreational, social and other events for students, and to determine the basic and accepted methods of instruction, to adopt textbooks and other teaching materials and aids, and to determine other supplies, materials and equipment as it deems advisable.

D. To determine the standards of behavior and discipline of students in the schools, and procedures for the enforcement of such rules.

E. To develop and control the annual budget for the District and to submit to its electorate such propositions for authority to borrow monies or to levy such taxes, as it may deem necessary, and to exercise full control over the financial affairs of the District.

F. To develop and implement policies, rules and regulations as required by law or as it deems advisable for the operation of the District.

2.1.3 This entire Article is intended to clarify management's rights in the operation of the District except where it has agreed expressly and in specific terms to limit or restrict those rights by a specific provision of this agreement.

2.1.4 This collective agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its express terms.

Section 2 – Association Dues Deductions

2.2.1 The Association is the exclusive negotiating representative of all employees in the bargaining unit as provided in Article I of this Agreement. While employees shall not be required to join the Association, membership in the Association shall be made available to all employees who apply, consistent with the Association's Bylaws.

2.2.2 The Association shall provide written notice to deduct appropriate dues from members of the Association. Pursuant to such notice, the District shall transmit all monies promptly to the Association.

2.2.3 The Association will indemnify, defend and hold the District harmless against any claims and any suits instituted against the District on account of any deductions of Association dues. The Association agrees to refund to the District any District funds paid to it in error on account of the check-off provision.

ARTICLE III - PERSONNEL

Section 1 – Due Process

3.1.1 No employee shall be disciplined without just cause. (Appendix K)

3.1.2 An employee may request that a representative of the Association be present during any meeting which might reasonably be expected to lead to disciplinary action. When a request for such representation is made, the District will provide reasonable opportunities for such representative of the Association to be present. In the event a disciplinary action is to be taken, the employee likewise may request representation under this provision of the Agreement prior to the action being taken.

3.1.3 Any complaint made against an employee to a building or district administrator by a parent, student, or other person will be called to the attention of the employee within ten working days from which the complaint was received by the district. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

3.1.4 Cameras and any ongoing videotaping in the school are intended for the safety and security of students and staff.

Section 2 – Work Day/Working Periods

3.2.1 The normal work year shall be one hundred eighty (180) days.

3.2.2 The total length of the normal workday shall be seven hours, exclusive of a thirty (30) minute duty free lunch period.

3.2.3 Employees shall be assigned a maximum of five and one-half (5 1/2) hours of classroom instruction per day.

3.2.4 Employees covered by this agreement may leave the premises during the school day only with the expressed prior approval of their principal or immediate administrator, except during the duty free lunch.

3.2.5 Employees shall encourage and support school functions outside the regular instructional program. School wide supervision and control shall be shared equitably by all staff members within the constraints of this agreement. Certificated employees assigned to supervision outside the contract day shall be compensated at the professional rate.

3.2.6 No teacher in the junior and senior high schools shall be assigned more than three (3) preparations per semester unless the area in which he/she teaches does not provide full-time employment without additional preparations.

3.2.7 Itinerant teachers' schedules shall include sufficient travel time, including walking between their modes of transportation and their assigned places of duty, when traveling from one assignment location to another.

3.2.8 Teachers in grades 8-12 who teach a zero or seventh-hour class or part-time P-12 teachers who are expected to attend all portions of PLC meetings on Early Release days will be compensated at their per diem rate for time beyond their contracted day but during normal contractual hours for 1.0 FTE teachers.

Section 3 – Calendar

Calendar details in this section will be effective beginning the 2021-22 school year.

3.3.1 The normal student and staff calendar shall be developed using the following formulas:

A. Staff Day – Tuesday before Start Day (district directed professional development day, must be on site and sign in to be paid)
B. Team Day – Wednesday before Start Day (building directed professional development day, must be on site and sign in to be paid)
C. Individual Preparation and Planning Day – Thursday before Start Day (staff directed, must be on site and sign in to be paid)
D. Start Day – Tuesday before Labor Day
E. Labor Day Holiday – Friday before Labor Day and Labor Day
F. Professional Development Day – 2nd Friday in October (district directed professional development day, must be on site and sign in to be paid). The continuation of the professional development day is contingent on state funding. If there is no funding, the day becomes a regular work day.
G. K-7 Conference Week – last week of October (5 days)
   1. Primary and intermediate evening conferences will take place on different nights.
   2. The dates will be set and published prior to the end of the previous school year.
H. Thanksgiving Break – Wednesday before Thanksgiving, Thanksgiving and the Friday following (see 3.3.2)
I. Winter Break will be established through the bargaining process. Winter break shall be a minimum of ten (10) week days.
J. Individual Prep and Planning Day – Monday after first semester (staff directed, must be on site and sign in to be paid).
K. President's Day Weekend – Friday before President's Day and the Monday after President's Day.
L. Spring Break – 1st full week in April

M. Snow Make-up Days – 3rd Friday in March and Friday before Memorial Day

Either the district or the association may address calendar anomalies in any given year.

3.3.2

A. The day before winter break shall be a one-half (½) day for students; all certificated employees may leave one-half (½) hour after the student dismissal time.
B. The last day of school shall be a one-half (½) day for students; all certificated staff may leave one hour and 15 minutes after the student dismissal time.

3.3.3 Any additional snow days will be added to the end of the school year unless a waiver is granted by the OSPI.

3.3.4 Any early dismissal from school for grades P-12 shall be at the discretion of the District, past practices notwithstanding. Any such time missed will not be made up unless required by law.

3.3.5 In the event that it becomes necessary to close school(s) because of inclement weather or other acts of nature, the District will use all available means to notify all constituents by 5:30 a.m. This provision does not preclude the District from closing the school(s) in the event an emergency develops following 5:30 a.m., if further evaluation of developing hazardous conditions warrants closure.

3.3.6 When the District delays the opening of a school or schools, certificated employees must report 30 minutes before the revised time that students are scheduled to arrive. When a school or schools are closed early, employees will be released after the students have left the building grounds. If an emergency exists at another school, volunteers may be sought.

3.3.7 Parent/Teacher conferences for primary and intermediate students will be scheduled for the last week of October (5 days).

3.3.8 Scheduled staff meeting or PLC meetings will not exceed beyond 2 hours 15 minutes on early release days.

Section 4 – Employee Staff Reduction

3.4.1 In the event the District adopts a reduced education program by reason of financial necessity, including, but not limited to, levy failure or decreased state support, certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be laid off from employment or adversely affected in contract status will be identified by using the following procedures:

A. The term "layoff" as used herein refers to action by the District, above attrition, and due to the following reasons:

1. Staff reduction necessitated by enrollment decline.
2. Failure of a special levy election or other events resulting in a significant reduction of revenue.
3. Discontinuation of a position(s), including those resulting from termination or reduction of funding or categorically funded project.

B. Layoffs of certificated employees with valid contracts shall not be made during the school year. All layoffs shall commence at the end of the school year.

C. The District shall make an effort to secure additional funding.

3.4.2 Procedures

A. The District will determine, as accurately as possible, the total number of certificated staff known as of the second Friday in February leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc.

B. The Board of Directors shall determine which positions will be eliminated.

C. All employees will be placed on all category lists for which they qualify. Categories will be defined by certification and/or endorsements. Employees will be ranked on each category list by seniority. Seniority is defined as the number of years of certificated experience as reported to SPI on the S-275 report. Seniority on the S-275 includes the total number of years teaching in state or out of state where a state certificate is required. See Appendix I for list of certificates/endorsements.

D. All transfer language remains in effect unless the transfer negatively impacts the recall of staff in the re-employment pool (3.4.3). At the point of exclusion of a candidate in the re-employment pool, the transfer process will be stopped.

E. Displaced employees will be reassigned to positions for which they are qualified unless there are no such positions held by employees with less seniority. If there is no such position open, the employee impacted will be laid off and placed in the re-employment pool.

Qualification for a position is predicated upon holding the proper certification and/or endorsement.

In the event of a tie in deciding retention based upon seniority and qualification, preference will be given to the most recent experience in the given area of the program.

Transfers necessary in these situations will be consistent with contract language pertaining to voluntary and involuntary transfers.

F. Certificated employees shall be retained in available positions within the categories or specialties to which they qualify under Section 3.4.2(C) hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria shall be used to determine which employee is retained:

Within such category or specialty the employee(s) having the greater seniority shall be retained. In the event ties exist, the employee(s) having the highest number of college or university credits beyond the B.A. degree as recorded in the personnel office at the beginning of the current school year shall be retained. If ties remain, employees shall be ranked within their category according to the length of time they have taught in their present teaching position. If ties remain, the employee(s) to be retained shall be determined by drawing lots among the employees who tie.

G. The provisions of this section above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary.

3.4.3 Re-Employment Pool

A. All certificated employees who are not retained in accordance with these procedures shall be laid off from employment and placed in a re-employment pool for possible re-employment for a period of up to twenty-four (24) months after the expiration of the employee's current contract. Re-employment pool personnel will be offered open positions within the categories or specialties identified in Section 4 for which they are qualified under 3.4.2(C). It is the intention, when possible, to place returning RIFfed employees to their previous position. If more than one such employee is qualified for an open position, the criteria set forth in paragraph 3.4.2(E) shall be applied in reverse order to determine who shall be offered such position.

B. It shall be the responsibility of each certificated employee placed in the re-employment pool to notify the Superintendent or his/her designee in writing by May 1st of the subsequent two years if such employee wishes to remain in the re-employment pool. If such notification is not received, the name of any such certificated employee shall be dropped from the re-employment pool.

C. When a vacancy occurs for which a person in the re-employment pool qualifies, notification from the school district to such individual will be by certified mail or personal delivery. Such individual will have seven (7) calendar days from the receipt of the letter to accept the position. If any individual fails to accept a position offered, such individual will be dropped from the re-employment pool.

D. It is recognized that certificated employees of the District holding current administrative or supervisory positions and not included in the bargaining unit covered by this agreement will be placed at the bottom of the re-employment pool in all categories for which they qualify.

3.4.4 Fringe Benefits

While in the re-employment pool, a certificated employee may, at said employee's option be continued in any fringe benefit program of the District for which he/she is eligible for 24 months, provided said certificated employee reimburses the cost of the program to the District in advance by the first of each month.

Section 5 – Personnel Files

3.5.1 Each employee shall have the right to review, upon request and at reasonable times, the contents of his/her own personnel file maintained at the District Office. The review shall be made in the presence of the administrator responsible for the safekeeping of the files. Upon request, a copy of the documents contained therein shall be afforded the employee at the District's expense and not more than once per year. Such file shall be the only official personnel file.

3.5.2 The employee shall have the right to attach a written comment to any derogatory material in the file.

3.5.3 Any derogatory references to an employee's competence, character or manner that could form the basis of a disciplinary action shall not be placed in the personnel file without the employee's knowledge. The employee shall initial such references to show he/she is aware of it.

3.5.4 A signature does not necessarily mean agreement with the contents of the document. It merely indicates receipt of the document.

An employee may request that the District remove a disciplinary record older than two (2) years from the employee's personnel file. The Superintendent or designee will meet with the employee and his or her representative prior to making a decision whether to expunge the record. In deciding whether to expunge the record, the Superintendent or designee will consider such factors as legality of removing the record, severity of discipline incident, length of time since the disciplinary incident, and any additional discipline incurred by the employee.

3.5.5 An evaluator's working file as a general parameter may have prior evaluations and performance related materials for two years. Administrators will review working files and remove contents that are more than two years old and for which there has been no recurrence.

If an employee leaves the District, the working file will be destroyed.

If an Administrator leaves the building or District, the working files will be cleared consistent with this section.

Section 6 – Student Discipline

3.6.1 The District and employees shall use best practices to maintain order and protect the safety and well-being of students in their charge when those actions are in compliance with law and district policy. The building administrator shall meet with employees annually by September 30 to review district and school-wide Positive Behavior Intervention Support (PBIS) practices and student discipline standards in accordance with applicable laws and district policies. Such review will include certificated employee/administrative responsibilities, building disciplinary standards, procedures for student removal and district policies on disciplinary procedures. Additionally, building administrators will collaborate with staff to review and/or make recommendations regarding building disciplinary standards and procedures.

3.6.2 Each employee shall comply with District and building rules and guidelines relating to discipline of students. Each employee shall be entitled to appropriate and timely assistance, support and enforcement from building and/or program administrators in connection with student discipline problems impacting that employee.

Prior to a student being excluded from a classroom for a violation of disciplinary standards, the teacher must first attempt one or more alternative forms of corrective action, except in emergency circumstances as defined in WAC 392-400-330. When a classroom exclusion is administered, the teacher, administrator, or designee must notify the student’s parents (family), as soon as reasonably possible (WAC 392-400-335).

Per RCW 28A.600.020, a student may be excluded from their classroom by the teacher and may be returned to the classroom after the teacher and an administrator confer. Confer shall be defined as two-way communication between the teacher and administrator that includes a review of the student’s behavior violation and any support that will be provided to the student and/or teacher. This communication shall occur away from other students and be captured in writing.

3.6.3 Any student misconduct which warrants administrative disciplinary action shall be documented in writing by the employee, using the established referral form, specifying date(s) of occurrence,

specific act(s), and requested action. It is expected that employees and building administrators will work together to resolve serious discipline problems. To this end, employees who provide the administration with a complete, formal, written referral shall receive written response by the end of the following work day with regard to the administrative action taken.

In some emergency circumstances, teachers may opt to do a "room clear" (removing the other students from the room) instead of administering a classroom exclusion for the student with the behavioral violation. Whenever possible, other intervention strategies will be used prior to clearing the classroom. It shall be the responsibility of the administrator to notify parents of students impacted when appropriate to do so.

3.6.4 If there are unresolved student discipline concerns, the staff member will discuss the issues with an administrator.

3.6.5 When an employee is the victim of a serious physical attack by a student or when and explicit threat of violence is made against an employee by a student, building and/or district administrators will work with the employee and other employees, as appropriate, to develop a safety and or behavior plan for the student. In addition, the team will consider the placement of the student, possible teacher/schedule changes or other actions appropriate to the situation.

3.6.6 The district will compensate up to $350 to employees for the replacement cost of damaged or destroyed personal property when such damage is the direct result of a student attack (e.g. broken glasses, torn clothing). The employee will be required to submit proof of replacement purchase (Appendix M).

3.6.7 The district will make every effort to assign class coverage for self-contained special education classes with students who have specific behavioral needs to staff who are appropriately trained to work with the student needs. Appropriate support, training and necessary resources will be provided to any staff who are regularly responsible for the supervision of students with behavioral needs.

Section 7 – Assignments, Transfers and Vacancies

3.7.1 Intent

The intent of this section supports selections of the best possible candidate for a position using our staff-involvement process. Those involved will consider team/program needs in developing qualifications (incorporate in position analysis/job announcement) as stated in 3.7.5.

A further intent of this section is to facilitate requests for changes in teaching positions within the District prior to advertising to out-of-District applicants.

The district and association agree that it is in the best interest of both parties to post and hire open positions promptly. To that end, both parties agree that collecting this information will allow the district to fill positions as early as possible. Each certificated employee shall notify the district of their intent to return to their current position in the following year on or before the second Friday in February. The district will send a formal request for this information on or before February 1st, annually. At the same time, each certificated employee will be given an opportunity to express interest in other certificated positions at their current school site or elsewhere in the district. Employees may indicate interest in both open positions and positions not currently open or posted.

Intent to return forms shall reflect the anticipated step and column placement for the coming school year and a request for updated transcripts or records, as necessary.

Any certificated employee who resigns from employment on or before the last student day of each school year shall be released from their contract.

3.7.2 Assignments

Employees shall be assigned in accordance with the laws, rules and regulations of the state of Washington. Employees shall not be assigned to subjects, grades and/or other classes outside of their areas of certification without good cause.

In the event it becomes necessary to reassign employees after the end of the school year, the District shall inform the affected employee. In the event an employee is unavailable, said employee will be informed as soon as possible upon his/her return.

The Director of Teaching and Learning and/or Executive Director of Special Services will meet with itinerant staff each spring to discuss building assignments for the following school year, taking into account the continuity of teams and services at each school.

3.7.3 Definition of Terms

A. Vacant Position. Defined as a position requiring the addition of a staff member from outside that building.

B. Assignments. An assignment shall mean the placement of an employee to a position within the bargaining unit. A position shall include the grade level and/or subject taught, or specialty (e.g., special education or librarian) and the building in which the employee is stationed.

C. Transfers. A transfer shall mean a change from an employee's current building to a different building.

1. A voluntary transfer request is one initiated by the employee for a change between buildings.
2. An involuntary transfer is an administratively initiated change between buildings. It will be noted on the employees' evaluation form the first year in their new assignment.

D. Seniority. For the purpose of this Section, seniority is defined as the length of service in the District.

3.7.4 Voluntary Transfer Vacancies for the Subsequent School Year

The District may simultaneously advertise an opening both externally and internally. All qualified internal applicants shall be interviewed before any external candidates are considered. The District shall notify all employees who applied of their status after all interviews have been completed.

An employee who has not been selected may request a written explanation from the District. The District's written response shall not be placed in the employee's personnel file.

A. Vacancies to be filled for the following school year shall be posted on the District website. Vacancies shall be posted for at least five (5) workdays during the school year and the summer. The District may encourage current employees to apply for such vacancies.

B. Changes in assignments within a building may occur before a vacancy is declared. If two or more employees from within the building request placement to an open position within that same building, the criteria listed in Section 3.7.5 shall apply. The building administrator shall make the staff aware of building openings by announcing the opening in the staff bulletin or e-mail. During the summer, all open positions shall be posted on the District website.

C. Employees who wish to apply for a transfer to a posted vacancy shall submit a letter of application by the posted deadline.

D. Current employees who desire a transfer to a vacant position shall be eligible for selection on the basis of the District's job announcement. When more than one (1) current employee desires the position, the criteria for selection shall be made according to Section 3.7.5.

3.7.5 Voluntary Transfer

A. When a vacancy occurs during the school year, it shall be posted on the District website for at least five (5) days prior to filling the position.

B. Employees who wish to apply for a transfer to a posted vacancy shall submit a letter of application by the posted deadline.

C. Transfers shall be made after consideration of the following with the most weight given in the following order of priority:

1. Certification/Endorsements;
2. Qualification for the position;
   a. Possession of needed specialized instructional skills, such as language proficiency;
   b. Training and experience in the grade level and/or subject matter of the open position;
   c. Other relevant training and experience, which at the secondary level may include co-curricular and extra-curricular considerations;
3. Seniority.

D. While the district has a commitment to honor transfer requests from qualified in-district candidates, a vacancy occurring during the school year may be filled from outside of the district.

3.7.6 Involuntary Transfer

A. Notice of an involuntary transfer shall be given to the affected employee as soon as such decision to transfer is determined. The least senior employee will be selected as long as academic program requirements can be met and the employee qualifications are substantially equal.

The exception to the least senior employee being involuntarily transferred is in the case of an irresolvable conflict between co-workers which has a substantial negative impact on the learning or work environment of the site. In such a case, a more senior employee may be

involuntarily transferred provided that the employee is accorded a process including interest based problem solving, mediation assistance, and formal direction by the district in a timely manner.

B. An involuntary transfer shall be made after the affected employee has been personally contacted by the building principal(s) or the Director of Human Resources, stating the specific reason(s) for being selected for such a transfer. The transferred employee is entitled to discuss his/her personal desires at that time.

C. When requested, an employee chosen to be transferred during the school year shall be released from teaching for up to one (1) day at the employee's option, to prepare for the new assignment. The preparation time must be scheduled within one (1) week of the transfer date.

D. The affected employee who is required to transfer during the school year may request the assistance of the Maintenance and Transportation Department to help move the transferee's instructional materials.

E. A notation of involuntary transfer shall be placed on the employee's evaluation form.

3.7.7 Moving Compensation

Employees who are assigned to move to another classroom shall be paid at the professional rate for up to eight (8) hours if done during non-instructional hours. Employees assigned to move to another building will be paid at the professional rate for up to eight (8) hours if done during non-instructional hours.

ARTICLE IV - SALARIES AND BENEFITS

Section 1 – Salaries and Salary Schedules

4.1.1 Definitions

Base Contractual Salary shall mean the annual salary amounts paid for the standard school year assignment. The base salary is listed in Appendix A. Base Contractual Salaries shall exclude all separate contracts, supplemental contracts, stipends, etc. For the 2020-21 school year, the base salary in Appendix A (for the 2019-2020 school year) shall be increased by 3.5%, inclusive of IPD and the enrichment stipend shall be 7% of the base salary. For the 2021-22 school year, the base salary in Appendix A shall be increased by IPD plus 1.5% and the enrichment stipend shall be 8.25% of the base salary.

4.1.2 The District shall place employees on the salary schedule as shown in Appendix A using the same state rules for recognition of experience and education as published by the State Superintendent of Public Instruction; provided, that quarter hours and years of experience recognized under previous District rules will continue to be recognized. These salaries shall constitute the base contractual salary. ESA certificated employees shall be granted credit for previous work experience in their applicable field, including OT, SLP, PT, counselors, psychologists, and TVI.

Current placement on the salary schedule for experience and education shall be made the first working day of each school year, which shall include any optional or mandatory days worked before the actual opening of school that year. The day before school starts shall not be included in this section.

4.1.3 All funds provided by the state for salary and benefits shall be expanded by the District in accordance with state law.

4.1.4 Advancement for education increments shall be subject to the following deadlines:

November 1: Last date to provide personnel office with a copy of an official transcript in order to recognize credits for advancement on the salary schedule.

Documented Experience and Education. Placement each year on the salary schedule will be based solely on official transcripts and forms and documented experience data in the employee's file and will be in accord with criteria established by State law, WACs, and SPI guidelines for S-275 reporting.

Each educational employee shall be personally responsible for submitting to the District by November 1 of each year any information (official transcripts, in-service credit documentation and verification of previous employment) which might affect said employee's placement on the salary schedule. The District shall be under no obligation to adjust salary schedule placement during the current contract year for any educational employee who submits information to the District after the above-mentioned November 1 deadline. However, employees whose salaries are incorrect shall be changed to the correct placement.

4.1.5 Salary Deductions.

For absences without pay, deductions shall be made as follows:

A. Full time employees deduct 1/180 of the basic annual salary for each successive day's absence.
B. Part-time employees will deduct at the same rate as in A above.

4.1.6 The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittances for insurance plans, tax-sheltered annuities, credit unions, United Way, or such other plans or programs as may be approved by the District.

4.1.7 All certificated staff covered by this contract shall be paid in twelve (12) monthly installments on the last business day of each month.

4.1.8 Additional days beyond one hundred-eighty (180). Employees whose scheduled work year extends beyond the normal work year shall be compensated on a supplemental one-year contract at a rate equal to 1/180 of the base contractual salary for each day worked.

4.1.9 Supplemental contracts will be issued for work completed before and after the school year to the following positions: Primary counselors (14 hours), Intermediate counselors (28 hours), and Junior/Senior High counselors (70 hours). These supplemental contracts will be paid on a 12-month basis.

4.1.10 Supplemental Pay
The supplemental pay schedules for each year of this agreement are shown in Appendices B.

Supplemental pay shall be based upon the following:

A. The Enrichment stipend is in recognition of work done outside the regular employment contract that supplements the regular program of instruction. Examples of such activities include evening meetings, parent contacts, preparation, review and modification of classroom and curriculum materials to supplement and differentiate, annual Safe Schools trainings, preparation for PLC work, self-directed professional development, work related to the implementation and use of district technology, participation in trainings related to equity, social justice, and anti-racism in schools, and participation in 504/IEP meetings beyond the workday. The Enrichment stipend will be prorated based on FTE and paid monthly in equal installments.

B. Individual Preparation and Planning – Two (2) days of employee directed planning and preparation. These days are the Thursday before Start Day, and the Monday after the first Semester. Employees must be on site and sign in to be paid. These days will be available to all certificated staff and shall be paid at the per diem rate. Less than 0.5 FTE employees shall be eligible for no more than one (1) day (7 hours).

C. Supplemental Days – Three (3) days, Professional Development Day, Staff Day and Team Day. These days will be available to all certificated staff, regardless of FTE, and shall be paid at the per diem rate. Supplemental Days shall be provided subject to state funding.

D. Parent Involvement (Conference) Day – One day (7) hours paid for Back to School Night and arena/evening conferences. This day will be paid at a per-diem rate. These hours will be available to all certificated staff, regardless of FTE.

E. The August Staff Day, Team Day, and Individual Preparation and Planning Day will be part of the next year's contract and paid at that rate.

F. In 2020-21, certificated staff will receive a $750 Technology Stipend paid at the end of November 2020.

Additional Supplemental Contracts

As an incentive to retain successful educators, employees placed in their individual employment contract for the current school year in the BA90 through MA90-PhD column, at Step 16 in the respective column, are eligible for an additional Supplemental Contract as follows:

A. Employees in their 21st through 25th years of service (defined as total cumulative FTE for state S275 reporting purposes) shall receive an additional stipend of $1500 prorated for less than a 1.0 FTE individual employment contract.

B. Employees in their 26th year of service and thereafter shall be paid a stipend of $3000, prorated for less than a 1.0 FTE individual employment contract.

C. This stipend will be paid annually on the July warrant of the applicable school year.

4.1.11 Extra Pay for Certificated Special Education Staff

Certificated special education teachers and licensed related services staff (OT, PT, SLP, Psychologist, and TVI) shall receive a stipend equal to 4% of their base pay, prorated by FTE. This pay is to compensate employees for preparing IEP profiles, completion of student assessments, progress monitoring/reporting obligations, IEP's and other special education paperwork, attendance at meetings necessary for the evaluation or IEP process, parent/guardian meetings and collaboration

with other staff related to special education student services. This stipend shall be paid in monthly installments and shall be deemed done.

The district will compensate SLP, OT, and PT staff for the application fees associated with renewing their annual license from the State of Washington and at the National Level such as a Certificate of Clinical Competence, to ensure that the district is eligible to collect Medicaid funds for services provided.

Special education staff completing IEPs and/or evaluations for students outside their assigned program or caseload due to hardship or emergency within the Special Education department will be compensated two (2) hours of additional per diem pay for each additional completed IEP and/or evaluation.

4.1.12 Substitute Pay

Substitutes will be compensated at a daily rate equal to $150. Retired UPSD teachers will be compensated at a daily rate of $185. Beginning on the twenty-first (21st) consecutive day in the same assignment, the substitute will be placed on the teacher's salary schedule and paid a daily rate of 1/180 of the base contractual salary retroactive to the first day.

4.1.13 A supplemental contract will be issued for work completed outside the contractual day for librarians (70 hours). These supplemental contracts will be paid on a 12-month basis.

Section 2 – Insurance and Teacher Protection

4.2.1 The District shall purchase a public liability policy for its employees.

4.2.2 School Employees Benefits Board (SEBB) Program

The District shall make available to all eligible employees the mandatory and optional group insurance programs offered by the School Employees Benefits Board (SEBB) under the rules and regulations adopted by SEBB. Benefits offered by SEBB include, but are not limited to, medical, dental, vision, long-term disability, life insurance, a Medical Flexible Spending Arrangement (FSA) and a Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for medical insurance. Employees may select optional benefits at their own expense.

A. Eligibility

Employees to the required positions meeting the following three (3) conditions shall be eligible for full insurance coverage under the SEBB program:

1. Meets minimum work hours set forth by SEBB;
2. Holds a qualifying position with the district as set forth in SEBB guidelines;
3. Maintain the employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work the minimum work hours during the eligibility year. In this case, eligibility ends as of the last day of the month in which the change is effective.

B. Benefit Enrollment and Continuity of Coverage

In the month of September, benefit coverage for eligible employees will begin their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefit coverage if they meet the three (3) eligibility requirements set forth above in Eligibility section above.

Should an employee who previously was not expected to be eligible for benefits under SEBB work the minimum work hours in one year, the employee will become eligible for benefits to begin the month after the minimum work hours.

C. Benefit Termination

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31 unless the employee provides a waiver that specifies an earlier separation date.

D. Voluntary Employees' Beneficiary Association (VEBA):

The District and Association will, subject to an annual vote of the employees, offer participation in the Voluntary Employees' Beneficiary Association (VEBA) for all employees.

4.2.3 The Association will advise the District by April 30 of each year whether retirees will participate in VEBA III.

Section 3 – Attendance Incentive Program (Annual Sick Leave Buy-Back)

4.3.1 The District agrees it shall provide an Attendance Incentive Program (annual sick leave buy-back) each year, as permissible by law. (Currently at a rate of 1 day pay for every 4 days of eligible sick leave in excess of 60 days.)

ARTICLE V – LEAVES

The District will comply with all local, state, and federal leave laws such as: Military Caregiver Leave/Covered Service Member Leave; Qualifying Exigency Leave; and Domestic Violence Leave. Employees who wish to pursue these leaves or who have questions regarding terms and eligibility for these and other leaves should inquire with the District Human Resources Department.

Employees are advised that Leave Without Pay may affect seniority ranking and retirement credit.

Section 1 - Leaves

5.1.1 Combined annual leave for illness, injury, or emergencies shall not accrue at a rate in excess of twelve days per year, prorated for part time employees. Pay for a period of absence shall be the same as would have been received by contract for such a period of absence.

5.1.2 Sick Leave

A. Within the limitation of Section 5.1.1, every person under contract for a full year in a position requiring certification shall be entitled to annual leave of absence due to temporary disability for bona fide illness, injury, pregnancy, miscarriage, childbirth and necessary recovery there from. Sick leave not taken shall be accumulated from year to year, as permissible by law.

B. In all cases, accrued disability as used in this article shall mean those disabilities as defined above which prevent an employee from fulfilling his or her contractual obligations under the employment contract.

C. The contracted sick leave for any school year plus any sick leave previously accumulated may be taken at any time during the school year. In all cases, accrued temporary disability will be paid only for the time of actual disability.

D. An employee claiming benefits for more than five consecutive workdays must have a doctor's signature after the fifth day.

E. Employees may also utilize their sick leave to care for a child of the employee; or a spouse, a parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

F. Employees may use sick leave for medical/dental appointments during the workday with notification to their direct supervisor and/or building office coordinator. For appointments that are less than half-day, employees will make arrangements with their direct supervisor. Such absence shall be deducted from the employee's sick leave account.

5.1.3 Emergency Leave

Employees may use a maximum of three of the twelve days of sick leave during a contract year for emergency leave. Emergency leave not taken during a contract year cannot be carried forward to a subsequent year. Emergency leave may be taken in case of emergencies as defined in the following:

A. The problem must have been suddenly precipitated, must be of such nature that pre-planning is not possible, or where pre-planning could not relieve the necessity for the teacher's absence and is not of minor importance or mere convenience.

B. When school is in session, weather conditions shall not be considered as a valid reason for emergency leave.

C. In cases of hardship, emergency leave may be connected with other authorized leaves if the conditions meet the criteria of 5.1.3.

5.1.4 Family Illness Leave

Employees shall be granted a leave of absence with pay of not more than three (3) days during a contract year, when such absence is occasioned by the illness of any relative which necessitates the presence of the employee. Such leave is non-accumulative and is not to be taken from sick leave.

5.1.5 Bereavement Leave

Employees shall be granted a leave of absence with pay of not more than five (5) days, when such absence is occasioned by the death of a relative or close friend.

5.1.6 Maternity Leave

A. A maternity disability leave of absence shall be granted to an employee who is disabled due to pregnancy, miscarriage, abortion, childbirth and recovery. The District may request medical certification of disability. Such leave shall be with compensation during the disability, provided same is available, pursuant to the sick leave provisions of this Article.

B. In the event paid sick leave is exhausted, the employee shall be considered on unpaid sick leave until medically able to return to work but in no event longer than one full year.

C. At the conclusion of and in addition to maternity leave, the employee may take up to twelve weeks of FMLA leave pursuant to section 5.1.8 below.

D. Employees shall not be required to leave work at the expiration of any arbitrary time period during pregnancy, but shall be allowed to work as long as she is able to perform the duties of her job and as long as her physician concurs.

E. Whenever possible, the certificated employee shall give the District at least two weeks advance notice prior to the maternity-disability leave.

5.1.7 Paternity Leave

Paternity leave will be granted pursuant to the FMLA. Up to thirty days of any such leave may be taken from sick leave.

5.1.8 FMLA Leave

Pursuant to the specific terms of the federal Family and Medical Leave Act of 1993, all employees who have at least twelve (12) months of continuous employment and have worked at least 1,250 hours during the twelve month period immediately preceding the requested leave start date are eligible for Family and Medical Leave. This leave will provide a maximum of twelve (12) workweeks of leave during a twelve (12) month period to care for a newborn or newly-adopted child, or to care for a spouse, child or parent with a serious health condition. In the case of the employee's own serious health condition, the employee will not be required to use FMLA and sick leave concurrently.

5.1.9 Adoption Leave

Adoption leave with pay shall be granted upon prior application to the District by a parent in order to complete the adoption process, provided such leave does not exceed an aggregate of five days in any given year. Such leave may be used for court legal proceedings, home study and evaluation,

and required home visitations by the adoption agent, when such matters are not possible to schedule outside regular working hours.

In addition to the above, an employee requesting adoption leave should give written notice to the Employer at least four (4) weeks prior to the anticipated need or as early as the employee learns of his/her adoption date. The request shall include a statement regarding the anticipated return to work. Up to thirty (30) days of sick leave shall be granted for leave taken under this paragraph. In the event paid sick leave is exhausted, the employee may take up to thirty (30) days unpaid adoption leave.

5.1.10 Jury Duty

A. Leaves of absence with pay may be granted for jury duty provided the District concurs that this service would not be injurious to the classroom situation and that a substitute can be obtained. Any compensation received for jury duty performed on the contracted days shall be given to the District. In return, employees shall receive their normal salary as if they had worked that day. In the event an employee does not return the compensation provided for serving on Jury Duty, that amount shall be deducted from the employee's salary on their next paycheck. The employee shall notify and make application for the leave to the District when notification to serve on jury duty is received. In the event an employee is released from Jury Duty prior to serving for the day they should contact their supervisor for direction on returning to work.

B. In the event an employee is subpoenaed to appear as a witness in a proceeding where the employee is not a party, or in the event an employee is a co-defendant with the District, such employee shall receive his or her normal pay for each day of required presence in court, less any witness fee.

5.1.11 Personal Leave

Certificated employees shall be afforded two (2) days during a contract year to be used as a personal leave day with pay. Certificated employees may carry over up to three (3) days per year. Each year up to three (3) days may be cashed out at a rate of two hundred fifty dollars ($250) per day. In the case of retirement from the district, all personal leave days may be cashed out. Personal leave is intended to meet personal and business obligations which cannot be cared for outside the regular school day and shall not be used to extend holidays or vacations. The use of accrued personal leave for five (5) consecutive days or to extend a holiday or vacation will only be allowed for extraordinary circumstances at the discretion of the district upon prior written application to the Executive Director of Human Resources. The Association and the District agree that the privilege of this personal leave will not be abused. Appendix L (Personal Leave Cash Out Form)

5.1.12 Association Leave

A. The Association shall be granted, except in unusual circumstances, leave with a substitute paid by the Association, for up to a total of fifty (50) days per year. The Association shall compensate the District for the coverage at the substitute rate including benefits, or by loss of planning (Section 4.1.12). Such leaves shall be limited to Association business from or related to the responsibility of the UPEA as the bargaining agent. Such leaves shall be limited to three (3) consecutive days, except in unusual circumstances. Such leave shall be requested at least seventy-two (72) hours in advance except that, in the case of an emergency, such leave may be requested less than seventy-two (72) hours in advance. Leave will also be granted to

employee(s) for WEA/Council business (such as WEA RA). A determination will be made in August to estimate the number of days but not to exceed 50% of the local association leave days. Any employee or administrator who believes Association leave for the employee is having a negative impact at their site will first attempt to discuss and resolve the problem at the site. If the issue remains unsettled, the concern will be addressed at a labor/management meeting. Bargaining sessions shall not count against the limit above.

B. In consideration of the conditions established providing for released time and salary for employees provided in this section, the Association hereby declares and promises that it shall indemnify and hold harmless the District, its officers and agents, individually and severally, for any claim made and any suit instituted against the Districts and said persons arising out of the granting of the aforementioned released time. Such defense shall be at the Association's expense. Any judgments levied against the District, its officers or agents, shall be paid by the Association.

C. There shall be no reprisal against any employee in retaliation for use of Association Leave.

D. Association President may be granted up to half time leave to conduct Association business. The Association shall reimburse the District for all monies paid to the Association for the president's release.

5.1.13 Leave of Absence

A. Generally, unpaid leaves of absence may be granted:

1. For the purpose of illness, family emergency, paternity, maternity-extended. A paternity or maternity extended leave that begins during the school year shall terminate no later than the beginning of the next school year.
2. For the purpose of study, educational travel or teaching in an exchange program upon completion of three (3) years of consecutive service or any time thereafter.
3. For unusual circumstances, an employee not meeting the criteria in (1) and (2) may be granted unpaid leave at the discretion of the district after consultation with the Association President.
4. Upon the employee's request, unpaid leaves may be renewed upon the recommendation of the Superintendent for a second school year.

B. Employees shall notify their immediate supervisors in writing of their request for a leave of absence. Such notification shall be made ninety (90) calendar days prior to the proposed starting date of the leave, or as specified in 5.1.13.A. The actual starting and ending date of the leave, if it is granted, will be determined by the District as necessary to protect the quality of the instructional program and to accommodate the needs of the employee. Upon return, the employee will be assigned to an equivalent position, if available, for which the employee, through training and/or experience, is qualified.

C. Employees on unpaid leaves shall not be covered by fringe benefits and no contribution shall be made on their behalf. Employees will be given the opportunity to continue their insurance within COBRA parameters.

D. The District will send a letter requesting notification of the employee's intent to return by January 15. Employees on such leave must notify the District by February 1 of their intent to

return the following school year. Employees failing to notify the district by this date will no longer be considered an employee of the District. Upon request, an extension to the deadline may be granted in special circumstances.

5.1.14 Other Unpaid Leave

At the discretion of the District, incidental days or short term leaves of absence without pay may be granted to employees. Such leaves shall not be granted for reasons of minor importance or mere convenience (e.g. to obtain less expensive airline tickets or to extend vacations).

5.1.15 Military Leave

Employees shall be granted District leave for military service as may be required by Federal/State statutes.

5.1.16 Sabbatical Leave

The District recognizes the potential value of sabbatical leaves. If state funds are appropriated to the District for sabbatical leaves, the District agrees to establish a sabbatical leave program after negotiation with the Association.

5.1.17 Leave Sharing

The district's leave sharing program permits employees to donate sick leave to fellow employees who are suffering from or have a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Leave may be donated to a district pool in one half day increments during open periods established by the Superintendent. Donated leave will be on a first-in, first-out basis. Leave may be donated to a specific individual. However, any leave transferred under this policy which remains unused shall remain in the pool for future use by the next eligible recipient. Leave may be withdrawn by eligible employees on an hour for hour basis regardless of the individual's rate of pay. The first possible day for leave sharing will be the date the recipient's written request is approved by the superintendent or designee. (Superintendent’s Operating Policy 5406)

5.1.18 Professional Leave

A. Each employee in each work site shall be provided equal opportunity to request the employee’s building professional in-service or training opportunities as funding is available. Staff will be advised that the criteria for utilization of the professional leave days are to be in support of:
   - Professional growth in area of assignment
   - School improvement plans
   - District/Building strategic plans
   - A P.G.O. plan
   - District/Building obligations

B. Travel expenses may be granted to certificated employees to attend professional meetings upon written request to and approval of the superintendent/designee. To be considered for approval,

the request must bear the signature of the principal. The District shall provide substitutes when necessary.

5.1.19 PFML

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Paid Family Medical Leave and Insurance Act. PFML may be used consecutively or concurrently with the employee's other leave entitlements, at the employee's election. Employees may initiate the use of this leave prior to exhausting all paid accumulated leave. The employer will pay up to $45 per month (or $540 annually) of the employees share of the PFML monthly premium.

Eligibility for PFML is determined by the State of Washington. To be eligible employees must meet certain criteria established by the State, such as working a minimum number of hours in the state of Washington and experiencing a qualifying event. If paid leave is used concurrently with PFML, it shall be considered a supplemental benefit.

5.1.20 National Board Certification

The district shall provide up to two (2) days of professional leave for preparation and testing.

ARTICLE VI - GENERAL WORKING CONDITIONS

Section 1 – Academic Freedom

6.1.1 It is the policy of the Board to educate young people in a democratic tradition, to foster recognition of individual freedom and social responsibility, and to inspire meaningful awareness of the respect for the Constitution and the Bill of Rights. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged.

6.1.2 Freedom of individual expression shall be encouraged and guaranteed by the Board to all its teachers.

6.1.3 It is mutually recognized that freedom carries with it responsibility; academic freedom also carries with it academic responsibility. Discussion and analysis of controversial issues should be conducted within the framework of the fundamental values of the community as they are expressed in the educational philosophy and objectives of the Board.

6.1.4 Educators shall, in exercising the principle of academic freedom, recognize their responsibility to adhere to a basic commitment as educators for:

A. Teaching the adopted district curriculum (reference 2.1.2.C).
B. Concern for the welfare, growth and development of students;
C. An insistence upon objective scholarship.
D. Support of the Constitutions of the United States and the State of Washington;

6.1.5 The Employer shall notify the Association President of contemplated new or amended policies, or the contemplated discontinuance of policies, affecting the Association or the employees working under the jurisdiction of this Agreement as early as practicable prior to the first meeting of the

Board to consider such policy. The Employer will give the Association reasonable opportunity for discussion/input before adoption, amendment, or the discontinuance of policy affecting such employees.

Section 2 – Non-Instructional Duties

6.2.1 Employees in the bargaining unit shall not be required to perform the following non-instructional duties:

- Regularly scheduled supervision of students during the thirty (30) minutes before and after instructional workday
- Lunch-time supervision
- Recess duty
- Bus duty

6.2.2 Employees in the bargaining unit shall not be required to accept a student teacher or practicum student. Administrative requests for placement of student teachers or practicum students will be made as soon as reasonably possible.

Section 3 – Committee Assignments

6.3.1 Employees shall not be assigned to more than one (1) committee. However, employees may volunteer for additional committee assignments.

Section 4 – Class Size/Load

6.4.1 The District and the Association both recognize the importance of class size/load as a factor in student learning and students with special needs may require special consideration.

The District shall make every effort to notify teachers of new students assigned to their classes the day prior to the student starting in class.

6.4.2 The District will make every attempt to balance class size in order to avoid class overages. In the event that after the first fifteen (15) school days there are class overages beyond the numbers listed in 6.4.3, the following formula will apply:

1. P-4 class = $50.00 per week for 1-2 students; $75.00 per week for 3+ students.
2. 5-7 class = $25.00 per week for 1-2 students; $40.00 per week for 3+ students.
3. 8-12 class = $20.00 per month for 151-152 students; $30.00 per month for 153+ students.

When a related services staff member's caseload exceeds the numbers listed in 6.4.4 by following the following formula:

1. 1-2 cases = $100.00 per month.
2. 3-4 cases = $150.00 per month.
3. 5+ cases = $200.00 per month.

Overload claims will not be submitted in the first 15 days of the school year. The District will make every attempt to balance class sizes in order to avoid class overages.

The District must approve any hiring of staff.

6.4.3 A. Review of class size/load by the principal is required when a class exceeds the numbers of students noted.

1. K is twenty-two (22) students
2. 1-2 is twenty-four (24) students
3. 3-4 is twenty-six (26) students
4. 5-7 is twenty-eight (28) students except in PE, performing arts and music
5. Grades 8-12 is thirty (30) students except in, performing arts, music and study hall; however, the district may schedule a class up to thirty two (32) students as long as the teacher's maximum number of students for the day is no higher than one hundred fifty (150) students.
6. Grades 8-12 PE is thirty-eight (38) students; however the district may schedule class up to forty (40) students as long as the teacher's maximum number of PE students for the day is no higher than one hundred ninety (190) students.
7. No specialists in K-4/5-7 shall be scheduled to more than nine (9) classes per day. Specialists include music, librarian, and PE.
8. Employees have the option of using this procedure for review in any special cases even if class size numbers do not exceed those listed above.

6.4.4 Caseloads for Special Education Teachers and Related Services Staff

Special Education Teacher full-time caseload maximums are as follows:

Learning Resource Center (LRC)	35
Special Programs/ACCESS	15

Preschool caseload will be 12 Special Education students per session, with no more than 17 students total (Special Education students and general education peers).

ESA full-time caseload maximums are as follows:

Occupational Therapist	36
Physical Therapist	35
Speech and Language Pathologist	50

OT, PT, and SLPs have caseloads which may include a combination of related, direct, and supplemental services. Students receiving only supplemental services will not be counted in caseload maximums.

Caseload in excess of the above levels will be addressed according to the process outlined in 6.4.2.

6.4.5 Class size numbers will be provided to the Association President by the third week of each term.

ARTICLE VII - INSTRUCTIONAL ISSUES

Section 1 – Planning Time

7.1.1 Being prepared each day to provide their students with worthwhile learning experiences and evaluating students are major responsibilities of classroom teachers. To this end it is recognized that all certificated employees are required to meet these responsibilities. Planning times shall be provided during the student school day as follows:

A. Secondary teachers, including Special Education teachers, with full-time teaching assignments shall have the equivalent of a one (1) class period each school day to be used for instructional

planning. In order to ensure sufficient planning time, no more than (1) staff meeting will be scheduled in any given week, except in emergency situations.

B. Primary and intermediate teachers, including special education teachers, shall be provided a minimum of three hundred (300) minutes per week within the student day for planning time. Such time may include those periods when a specialist has taken over the class, recess time, or any other time within the student day. Such planning time must add up to three hundred (300) minutes per week and no planning time shall be less than fifteen (15) minutes in length.

   1. In addition, the time before and after school may be used as planning time but may also be used for parent/teacher conferences, staff meetings, emergencies, etc. Staff meetings shall be scheduled at least twenty-four (24) hours in advance.
   2. Instructional/Planning Support for P-4 Classroom and Special Education Teachers.
      a. Primary (P-4) class schedules will be prepared with the intent to maximize the opportunity for longer blocks of planning time, by combining or linking specialist time and recess time.
      b. The District and Association agree that appropriate classroom support is a part of the educational program. When support is provided, it will be distributed on an equitable basis, with consideration given to class size and the intensity of student needs in grade levels or classrooms.
   3. When the district creates a split grade-level class for enrollment purposes, the district will offer eight (8) days of substitute time, to be used in full or half-day increments.
      a. Teachers will schedule the days/half days in coordination with their principal.
      b. Substitute teachers may be used for on-site release time or for additional in-class instructional support.

C. When primary certificated employee's class has been taken over by a certificated specialist, the certificated employee shall have the option of using that time for planning purposes or remaining with the class. If used for planning purposes, the certificated specialist shall then be responsible for the well-being of the class.

D. All certificated support employees who have regularly scheduled teaching responsibilities (librarians, counselors, music, P.E., etc.) shall receive pro rata planning time equivalent to the level in which they teach (a minimum of three hundred (300) minutes within the student day in primary and intermediate; one (1) class period per day in the secondary).

Section 2 – Class Coverage

7.2.1 The District will make every reasonable effort to employ substitutes to provide class coverage and minimize the utilization of other employees to cover classes. (See form, Appendix E)

7.2.2 The principal or designee shall have the responsibility of making arrangements for covering of classes.

7.2.3 A reasonable effort will be made to cover classes on a voluntary basis prior to mandatory selection by the principal or designee.

7.2.4 All certificated employees assigned by the building administrator or designee to cover a class during their planning period shall be compensated at the professional rate. Certificated employees who do not have defined planning period will be compensated at the professional rate for class

coverage in recognition of additional time required to meet the demands of the employee's regular workload.

Section 3 – Teacher Assistance Program

7.3.1 Participation in the mentor/mentee program will be in compliance with State rules reflected in WAC 392-196-005. The selection process for mentors will require that building principals identify staff willing to serve as mentors. Mentor teachers will be compensated at the rate listed in Appendix D.

7.3.2 During their first year in the district, Special Education staff will receive additional mentorship, support, and training to assist them in learning the district specific procedures necessary for their position, including but not limited to: accessing and using software, Special Education processes, and the building procedures.

Section 4 – Employee Facilities, Equipment and Materials

7.4.1 It is the intent of the District to provide and maintain teaching materials, instructional technology, and equipment, including copy machines, for employees to perform professional assignments; to provide equipment and materials required for the implementation of IEPs prior to placement of the student into the least restrictive environment; and to maintain all facilities, equipment, and materials in a safe, clean, healthful and functional manner.

7.4.2 The District will develop a process by which input from, and concerns of employees will be forwarded to and addressed by the safety committee, including feedback to the Association president and concerned employees. (Environmental Building Health and Safety Report – Appendix N)

Section 5 – Staff Development/In-service

7.5.1 The District will seek input from staff on an annual basis regarding staff development needs.

7.5.2 District Endorsement Support
Employees who, at the District's request, seek additional endorsements will receive appropriate support from the District. Support may include: fees for tests, preparation materials, test prep support, etc.

Section 6 – Release Time for Intern Programs

7.6.1 All employees enrolled in academic programs that require internships shall be provided an equal opportunity to apply for the District internships. No employee shall be required to cover job responsibilities for interns who are out on release time.

Section 7 – Support for Special Education, Title I, Learning Assistance Program (LAP)

7.7.1 Representatives of the District and Association shall meet upon request to hear an updated analysis of the Special Education Budget explained by the Director of Special Programs and Services and the Director of Business Services. Projected revenue and expenditure information will be provided.

7.7.2 A continuum of services will exist within the district. This recognizes that not every site, nor even the total district, can necessarily have an in-district program for every special education student/IEP.

7.7.3 Teams at each site will develop a process for ensuring appropriate and equitable distribution of special education, Title I and LAP students no later than three (3) weeks after the beginning of the school year.

7.7.4 The District recognizes the rights of teachers to speak to parents and guardians regarding their students. The District shall provide guidelines for employees that address district and staff liabilities which may occur with respect to those conversations.

7.7.5 Staff will be provided information and/or training as appropriate to support students who are medically fragile, have an emotional/behavioral disability (EBD), or have adaptive needs.

7.7.6 All certificated staff who work with students that have an emotional/behavioral disability (EBD) or a behavior intervention plan (BIP) will be provided the opportunity to attend annual right response training.

7.7.7 Whenever possible, itinerant related services staff (OT, PT, SLP, psychologists, and TVI) will have a designated workspace at each site with the following: a desk, locking file cabinet, phone and outlets for laptop use.

7.7.8 In order to provide appropriate support for special services student populations, the District will take into consideration state and national guidelines when assigning caseloads for psychologists and counselors.

Section 8 – Professional Learning Communities

7.8.1 The Professional Learning Community (PLC) shall be defined as a group of certificated staff that meets regularly, shares expertise, and works collaboratively to improve teaching skills and the academic performances of students.

7.8.2 The PLC will be made up of certificated staff in similar content areas and/or roles. The PLC will center on authentic and meaningful work that is relevant to the certificated staff member's job assignment.

7.8.3 The PLC leaders will meet periodically with administrators to plan and/or set PLC agendas. Principals will seek input on PLC leadership. Whenever possible, the PLC leader shall be a certificated staff member who is a member of the PLC.

7.8.4 PLC teams will not be required to meet more than once a week. Individual grade level or department teams may meet more frequently at the discretion of the individual teams.

7.8.5 When a teacher has more than one PLC, they will confer with their supervisor to prioritize their participation. Teachers without job-alike peers may create their own PLC group if approved by their supervisor.

7.8.6 For purposes of evaluation, certificated staff with more than one prep will be required to submit student growth goals for their prioritized PLC only (see 7.8.5).

ARTICLE VIII - EVALUATION AND PROBATION

Section 1 – Introduction

8.1.1 There shall be two types of evaluations recognized in University Place School District. Certificated classroom teachers with an assigned group of students who provide academically focused instruction will be evaluated using the Comprehensive or Focused evaluation system.

Certificated Support Personnel shall be evaluated using the Summative (long form), Short Form, or PGO as described in section 8.10.

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

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

Section 2 – Definitions for the Comprehensive Evaluation System

8.2.1 **Formal Evaluation -** the process which culminates in the completion of one of the following documents: Comprehensive or Focused Evaluation.

8.2.2 **Pre Observation Conference -** a conference that may be held prior to formal observations. This is required for provisional employees or employees whose performance does not meet expectations.

8.2.3 **Formal Observation -** a scheduled observation of at least thirty (30) minutes.

8.2.4 **Post Observation Conference -** a conference that may be held after a formal observation or series of observations and is required for provisional employees or employees whose performance does not meet expectations.

8.2.5 **Evaluation Conference -** a conference for communicating and signing the document.

8.2.6 **Drop In -** an informal walk-through or visit in the teacher's classroom.

8.2.7 **Student Growth Inquiry** – Required action initiated by the evaluator when a teacher receives a low student growth rating.

8.2.8 **Probation** – See Article IX, Probation. A sixty (60) work day contract status period which provides the employee an opportunity to demonstrate improvement in his / her identified areas of deficiency.

8.2.9 **Criteria –** One of the eight (8) state defined categories to be scored.

8.2.10 **Component -** A subsection of each criteria.

8.2.11 **Artifact –** Any products generated, developed or used by a certificated teacher in the performance of their professional duties. Tools or forms used in the evaluation process may be considered as artifacts.

8.2.12 **Evidence** – Observed practice, products or results of a certificated teacher's work that demonstrates knowledge and skills of the educator with respect to the four (4) -level rating system.

8.2.13 **Student Growth** - The change in student achievement between two (2) points in time.

8.2.14 **Student Growth Data -** Relevant multiple measures than can include classroom-based, school-based, school district-based, and state based tools.

Section 3 – Process for Evaluation

8.3.1 Classroom teachers will be evaluated on a comprehensive evaluation at least once every six (6) years. All classroom teachers not on a comprehensive evaluation will be evaluated annually on a focused evaluation.

8.3.2 Cameras and any ongoing videotaping in the school are intended for safety and security purposes. Information from these recordings will not be used for evaluative purposes.

8.3.3 A general employee meeting shall be scheduled prior to the beginning of the formal evaluation process in order to acquaint employees with the evaluation instrument(s), the processes to be followed, and to answer questions regarding the evaluation system.

8.3.4 Employees shall be notified by October 1, or within 15 days of employment if hired after this date as to who is responsible for their evaluation.

8.3.5 For employees with less than five (5) years of experience, all "Unsatisfactory" (1) criteria scores shall be explained in writing by the evaluator.

8.3.6 For employees with five (5) or more years of experience, all "Unsatisfactory" (1) and "Basic" (2) criteria scores shall be explained in writing by the evaluator.

8.3.7 The annual evaluation of each employee shall be completed no later than May 15.

8.3.8 No employee in the Association shall be assigned to observe for the purpose of evaluation. No employee in the Association shall be assigned to evaluate any other employee in the bargaining unit.

8.3.9 Employees with five (5) or more years of experience who have received an overall basic rating on one (1) of their last two (2) comprehensive evaluations will have pre- and post-conferences for each formal observation.

Section 4 – Comprehensive Evaluation (Appendix P)

8.4.1 A minimum of two (2) formal observations for not less than a total of sixty (60) minutes, one (1) of which must be at least thirty (30) minutes. Employees in the third year of provisional status must be observed at least three times in the performance of their duties for a minimum of ninety (90) minutes.

8.4.2 Final annual written evaluations will be based on the eight (8) state criteria.

8.4.3 Classroom teachers shall be evaluated using the Marzano Framework and Rubrics.

8.4.4 Evaluators may place classroom teachers on a comprehensive evaluation in any year.

8.4.5 Employees on comprehensive evaluation shall have a minimum of two (2) confidential conferences with their evaluator each year prior to their final evaluation conference. The purpose of these conferences will be to recognize strengths, identify areas needing improvement, and discuss support for professional growth. A pre-observation conference shall not count as one of these conferences.

Section 5 – Evaluation Elements System (Appendix O)

8.5.1 Goal Setting:
The teacher shall determine a student growth goal for Components SG-3.1 and SG-6.1 on a Goal Setting form as negotiated by the parties.

8.5.2 Evidence and Artifacts:
Both the teacher and the evaluator may contribute evidence and artifacts necessary to complete the evaluation. The collection will be accomplished openly and, wherever possible, jointly.

A. Teachers may request a confidential conference with their evaluator for the purposes of sharing artifacts and evidence related to their performance in one (1) or more areas.

8.5.3 Non-Observable Criteria
The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.

8.5.4 Overall Criteria Scores
A preponderance of the evidence for the components will be used to develop the overall criteria score. The evaluation form will cite evidence or lack thereof.

Section 6 – Formal Observation

8.6.1 Prior to formal observation(s) as defined in Section II, an individual pre-conference may be held at the request of the employee or administrator. At this time, the evaluator and the employee will focus on the upcoming observation(s) and share objectives. Employees who are provisional or whose performance has been rated overall basic or below in the prior school year shall have pre-conferences.

8.6.2 All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes.

8.6.3 In addition to the specified formal observation(s) required herein, the evaluator may make informal drop-ins at any time during the school year. If any portion of a drop-in is to be included in the evaluation, a post-observation conference will be held within six (6) days of the drop-in. All employees whose performance has been rated overall basic or below in the prior school year will be notified prior to formal observations.

8.6.4 Upon completion of the formal observation or series of formal observations, the employee shall be provided with a copy of the observation notes within six (6) workdays of the observation or the last

observation in the case of a series. In addition, a series of observations must be completed within a period of ten (10) school days.

8.6.5 A post-observation conference shall be held for employees on a comprehensive form after a formal observation or a series of formal observations in order for both parties to share perceptions and identify avenues for continued growth. At the employee's request, this conference will be held in the classroom in order to facilitate accessibility to evidence and artifacts.

8.6.6 An effort will be made by administrators to coordinate the observation time with the certificated classroom teacher.

Section 7 – Student Growth (Appendix O)

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

A. 8-14 – Unsatisfactory
B. 15-21 – Basic
C. 22-28 – Proficient
D. 29-32 – Distinguished

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

A. 5-12 – Low
B. 13-17 – Average
C. 18-20 – High

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

A. Examine student growth measure with other evidence (including observation, artifacts and student evidence) and additional levels of student growth based on classroom, school, District, and state-based tool;
B. Examine extenuating circumstances which may include: goal setting process / expectations, student attendance, and curriculum / assessment alignment;
C. Schedule monthly conferences with evaluator to discuss / revise goals, progress toward meeting goals, and best practices.
D. Create and implement a professional development plan to address student growth areas.

Section 8 – Final Summative Evaluation

8.8.1 A Final Summative Evaluation conference between the evaluator and the employee must be held prior to distributing copies to the personnel file. This conference is for communication and signing the evaluation instrument.

8.8.2 The evaluation conference instrument shall be finalized only after the required observations and conferences have been completed.

8.8.3 Each teacher shall sign the evaluation forms to indicate receipt. The signature of the teacher does not imply the employee agrees with the contents.

8.8.4 The teacher may attach written comments to the final annual evaluation report, which will be permanently attached to the final evaluation and placed in the employee's personnel file.

Section 9 – Focused Evaluation (Appendix Q)

8.9.1 Focused evaluations will focus on one (1) of the eight (8) state criterion for certificated teachers in which there is room for professional growth and one (1) state-approved student growth criterion. If criterion three (3), six (6) or eight (8) are selected, evaluators will use those student growth rubrics. If criterion one (1), two (2), four (4), five (5), or seven (7) is selected, evaluators will use criterion three (3) or six (6) student growth rubrics.

8.9.2 If a non-provisional teacher has scored at a Proficient level or higher the previous year, they may be evaluated using the Focused Evaluation, unless the teacher or evaluator otherwise choose a Comprehensive Evaluation consistent with the terms of this agreement.

8.9.3 The teacher or evaluator can initiate a move from the Focused to the Comprehensive Evaluation. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15th.

8.9.4 The final summative rating received on the most recent comprehensive evaluation is the score assigned to the final summative score on the focused evaluation except when the teacher demonstrates distinguished practice in their area of focus.

8.9.5 All employees on a Focused Evaluation shall be observed for a minimum of two (2) times for not less than a total of sixty (60) minutes. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting.

Section 10 – Evaluation of Certificated Support Personnel

There shall be three types of evaluations for Certificated Support Personnel in the University Place School District. The forms for these evaluation processes are attached.

8.10.1 Summative (long form) Process (Appendix R)

A. A minimum of two (2) observations for a total of sixty (60) minutes, one (1) of which must be thirty (30) minutes.
B. Final annual written evaluation based on state criteria.
C. Focuses on employees' meeting minimum performance standards.

8.10.2 Short Form Process (Appendix S)

A. A minimum of one thirty (30) minute observation with written summary (<u>or</u> two (2) thirty (30) minute observations for a total of sixty (60) minutes with a final annual evaluation based on checklist of state criteria.)
B. May be used for two (2) consecutive years only.
C. Focuses on employees' meeting minimum performance standards.
D. Eligibility
    1. Newly certificated support personnel must have "meets expectations" on all criteria for four (4) years of summative evaluation.

2. Experienced certificated support personnel new to University Place School District must have "meets expectations" on summative evaluations for the first two (2) consecutive years of employment in University Place School District.

8.10.3 Professional Growth Option (PGO) (Appendix G)

A. Goal setting conference with supervisor.
B. Mid-year review with supervisor.
C. Verification of Completion Form.
D. May be used for two (2) consecutive years only.
E. Focuses on personalized professional growth.

Section 11 – Definition for the Summative (Long) and Short Form Evaluation Systems

8.11.1 **Formal Evaluation -** the process which culminates in the completion of one of the following documents: Summative (long) Form, Short Form, or Professional Growth Option (PGO).

8.11.2 **Pre Observation Conference** - A conference that may be held prior to formal observations. This is required for provisional certificated support personnel or certificated support personnel whose performance does not meet expectations.

8.11.3 **Formal Observation** - A scheduled observation of at least thirty (30) minutes.

8.11.4 **Post Observation Conference** - A conference that may be held after a formal observation or series of observations and is required for provisional certificated support personnel or certificated support personnel whose performance does not meet expectations.

8.11.5 **Evaluation Conference -** a conference for communicating and signing the document.

8.11.6 **Drop In** - An informal walk-through or visit in the certificated support personnel classroom or workspace.

Section 12 – Summative (Long) Form and Short Form

8.12.1 All certificated support personnel will be evaluated annually.

8.12.1.1 Cameras and any ongoing videotaping in the school are intended for safety and security purposes. Information from these recordings will not be used for evaluative purposes.

8.12.2 A general employee meeting shall be scheduled prior to the beginning of the formal evaluation process in order to acquaint certificated support personnel with the evaluation instrument(s), the processes to be followed, and to answer questions regarding the evaluation system.

8.12.3 Certificated support personnel shall be notified by October 1st, or within 15 days of employment if hired after this date as to who is responsible for their evaluation.

8.12.4 All unsatisfactory evaluation ratings shall be explained in writing by the evaluator.

8.12.5 The annual evaluation of each certificated support personnel shall be completed no later than May 15.

8.12.6 No certificated support personnel in the certificated employees bargaining unit shall be assigned to observe for the purpose of evaluation or evaluate any other employee in the bargaining unit, unless otherwise provided.

8.12.7 Observations:

A. Prior to formal observation(s) as defined in Section II, an individual pre-conference may be held. At this time, the evaluator and the certificated support personnel will focus on the upcoming observation(s) and share objectives. Certificated support personnel who are provisional or whose performance does not meet expectations shall have pre conferences.

B. All certificated support personnel newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes.

C. In addition to the specified formal observation(s) required herein, the evaluator may make informal drop-ins at any time during the school year. If any portion of a drop-in is to be included in the evaluation, a post-observation conference will be held within six (6) days of the drop-in. All certificated support personnel whose performance does not meet expectations will be notified prior to observations.

D. Upon completion of the formal observation or series of formal observations, the certificated support personnel shall be provided with a copy of the observation notes within six (6) workdays of the observation or the last observation in the case of a series. In addition, a series of observations must be completed within a period of ten (10) school days.

E. A post-observation conference may be held after a formal observation or a series of formal observations in order for both parties to share perceptions and identify avenues for continued growth. A conference is required for provisional certificated support personnel or certificated support personnel whose performance does not meet expectations after a formal observation or series of formal observations.

8.12.8 The evaluation conference instrument shall be finalized only after the required observations and conferences have been completed.

8.12.9 A conference between the evaluator and the certificated support personnel must be held prior to distributing copies to the personnel file. The purpose of this conference should be for communication and for signing the evaluation instrument.

8.12.10 The evaluation process must be conducted in accordance with RCW 28A.405.100 and WAC 392-191 and WAC 392-192. Forms that further define the evaluation process are included in Appendix H.

Section 13 – Professional Growth Option (PGO)

8.13.1 Eligibility

A. Newly certificated support personnel must have "meets expectations" on all criteria for four (4) years of summative evaluation.

B. Experienced certificated support personnel new to University Place School District must have "meets expectations" on summative evaluations for the first two (2) consecutive years of employment in University Place School District.

C. Veteran certificated support personnel within the District eligible for the short form are eligible for the Professional Growth Option (PGO).

D. All certificated support personnel must have a summative evaluation at least once every three (3) years.

E. If performance deficiencies in the evaluation criteria become apparent during the Professional Growth Option (PGO) year, the supervisor must decide whether to return the employee to the summative evaluation process the subsequent year.

8.13.2 A list of all certificated support personnel who are on Professional Growth Option (PGO) must be submitted by the supervisor to the director of personnel by May 15. The supervisor and employee must collaboratively develop a professional growth plan to be written by the following September 30. The supervisor and certificated support personnel will meet for a mid-year review by January 31. A final form verifying completion of a Professional Growth plan will be filled out and placed in the personnel file by the following May 15.

8.13.3 The certificated support personnel and his/her supervisor shall mutually agree upon an evaluator to include but not be limited to, peer evaluation, grade level, site based team, parents and students, etc.

8.13.4 Certificated support personnel shall be reimbursed up to a maximum of fifty ($50) dollars for reimbursement of expenses accrued in implementing their approved PGO Plan. Such expenses shall include mileage, training fees, and the cost of books, supplies, and materials. Claims for expenses shall have receipts, where applicable. The District shall supply fifty (50) percent of the PGO fund, and the Association shall supply fifty (50) percent of the PGO fund. The Association shall administer and be in control of the program and will bill the district for 50% of the total requested, not to exceed $1250.

8.13.5 The Professional Growth Option (PGO) process may not be used as a basis for determining that a certificated support personnel's performance is not satisfactory or as a reference for subsequent evaluations. Professional Growth Option (PGO) fosters innovation and risk taking; therefore supervisors shall not remove certificated support personnel from the Professional Growth Option (PGO) process for taking the risk of professional growth and failing.

8.13.6 Supervisors and certificated support personnel may commit to the use of the Professional Growth Option (PGO) process for one school year. At the conclusion of the year, each party must agree to continue the Professional Growth Option (PGO) process for one (1) more year or return to the summative or short form process.

8.13.7 In accordance with law, no negative remarks will be put on the completion form.

ARTICLE IX – PROBATION OF CERTIFICATED TEACHERS AND CERTIFICATED SUPPORT PERSONNEL

Section 1 – Probation – Non Provisional Employees

9.1.1 General. The probationary procedures as set forth herein shall provide a certificated employee with opportunity to demonstrate improvement in his/her areas of deficiency and offer the employee assistance through counseling and other resources as may be utilized in the improvement of performance. The probationary period shall be a period of sixty (60) school days commencing at any time after October 15th. If the supervisor contemplates recommending that a certificated

employee be placed on probation, an evaluation shall be made before the commencement of the probationary period.

9.1.2 Advisory Conference. Prior to recommending a certificated employee to be placed on probation, the employee's supervisor shall confer with the employee to review the reasons probation may or will be recommended for that employee. An employee may request Association representation.

9.1.3 Supervisor's Report. In the event that a principal or other supervisor determines, on the basis of the evaluation criteria, that the performance of a certificated employee under his or her supervision is unsatisfactory and that probation must be recommended, the supervisor shall report the same in writing to the Superintendent. The report shall include the following:

A. The evaluation.

B. A set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.

C. A recommended specific and reasonable program designed to assist the certificated employee in improving his or her performance.

9.1.4 Establishment of Probationary Period. If the Superintendent concurs with a supervisor's judgment that the performance of a certificated employee is unsatisfactory, the Superintendent shall place said employee in a probationary status. Said employee shall be given written notice of the action of the Superintendent which notice shall contain the following information:

A. Specific areas of performance deficiencies.

B. A set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.

C. A suggested specific and reasonable program for improvement.

D. 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.

9.1.5 Supervision During the Probationary Period.

A. Following the delivery of a probationary letter, and prior to the first twice monthly meeting (See 9.1.5 C) the principal or other supervisor and the probationary employee shall meet to discuss performance deficiencies, expected levels of performance, and the remedial measures to be taken. During the period of probation, the employee may not be transferred from the supervision of the original evaluator. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional evaluator to evaluate the probationer and to aid the employee in improving his or her areas of deficiency, provided that such additional evaluator shall not be a member of the bargaining unit.

B. When appropriate in the judgment of the supervisor, the supervisor may also authorize another certificated employee to aid the employee in improving his/her areas of deficiency. Any

information obtained in this manner shall not be used or part of the employee's formal evaluation.

C. 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 probationary employee.

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

9.1.6 Supervisor's Post-Probation Report. Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period which 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 the areas of deficiency where further improvement is required; or

C. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and actions should be taken to non-renew the employee contract of the employee.

9.1.7 Non-renewal. In the event the Superintendent determines that the employment contract of a certificated employee should not be renewed for the next term, such employee shall be notified in writing on or before May 15. Such notification shall state the reasons for determination. Procedures to be followed shall be as provided by law. (28A.405.100 and/or other applicable RCW's)

9.1.8 Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. 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.

Section 2 – Provisional Employees

9.2.1 The Association and District agree that evaluators of employees defined as provisional employees under the provisions of RCW 28A.405.220 (... every person employed by a school district in a teaching or other non-supervisory certificated position shall be subject to nonrenewal of employment contract as provided in this section during the first three years of employment by such district, unless the employee has previously completed at least two years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to this section during the first year of

employment with the new district) and are identified as having performance problems will be able to demonstrate that:

1. The employee has clear and specific feedback on any/all areas of concern.
2. The employee has received indicators that if achieved will demonstrate the improvement required.
3. The employee has received reasonable resources to assist in improving areas of concern.
4. The employee has had a reasonable time frame in which to demonstrate improvement.

ARTICLE X - GRIEVANCE PROCEDURES

10.1.1 For the purpose of this agreement, a grievance is defined as alleged violation, misinterpretation or misapplication of a specific provision of this agreement.

A "grievant" shall mean an employee or group of employees or the Association filing a grievance.

10.1.2 Effort shall be made to settle grievances at the lowest possible level of the grievance procedure. The aggrieved employee shall first promptly attempt to resolve the grievance informally between the employee and his or her principal or immediate administrator.

10.1.3 Grievances will be processed in the following manner and within the stated time limits. Grievance hearings will be held at reasonable times and places that do not conflict with the working day. Grievances not pursued to the next step within the time limitations set forth shall be deemed waived and become null and void. Grievances not responded to by the district within the time limits set forth will automatically proceed to the next step of the grievance procedure.

10.1.4 <u>Step 1</u> of the formal procedure.
If, according to the employee, the grievance is not resolved informally, it shall be reduced to writing by the employee on the appropriate grievance form and shall be submitted by the employee to the principal or immediate administrator within thirty (30) calendar days after the facts upon which the grievance is based first occur or first became known to the employee. The principal or immediate administrator shall endeavor to properly resolve the matter and shall reply in writing to the employee within ten calendar days after receipt of the written grievance.

If the employee feels the grievance is still not resolved, he/she may refer the matter to Step 2 of the formal grievance procedure.

<u>Step 2</u>
If the employee feels the grievance is still not resolved and the employee wishes to appeal the grievance further, he or she may refer the matter in writing to the Superintendent within ten (10) calendar days after receiving the principal's or immediate administrator's written answer. The Superintendent or his/her representative shall review the matter, arrange for necessary discussion with the grievant, and give written answer to the employee no later than ten (10) calendar days after the receipt of the written grievance.

<u>Step 3</u>
In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of step two, said grievant may refer the matter to arbitration as provided below:

If the grievant is unsatisfied with the disposition in step two of the grievance procedure, the grievant may, within ten (10) calendar days, and only with the consent of the Association, submit the matter to arbitration.

The Association and the Superintendent may agree to an alternative dispute resolution process provided such agreement is in writing and mutually signed by the Association President and the Superintendent. Failure of the alternative shall not prevent the Association from submitting the grievance to arbitration. Timelines may be extended by mutual agreement.

Any grievance relating to interpretation or application of the specific provision(s) of the Agreement may be submitted to arbitration unless excluded by the other provisions of the Agreement of this Article.

10.1.5 A. To effectuate arbitration, the Association shall request within the ten (10) calendar days a list of seven arbitrators from the American Arbitration Association or Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, representatives of the District and the Association shall, within ten (10) calendar days, meet to select an arbitrator from said list. The selection shall be made by alternately removing one name at a time from the list. The choice of first removal shall be determined by one flip of a coin. The remaining name, after each party has eliminated three (3), shall be the arbitrator.

B. Any challenge to the arbitrability of a grievance shall be resolved prior to arbitration of the merits of the grievance, in a separate arbitration proceeding held solely to determine arbitrability. Such proceeding shall be subject to all of the provisions of Section 9.1.5, except that the losing party shall pay the costs of the arbitration.

C. The arbitrator shall begin hearings within thirty (30) calendar days following his/her appointment.

D. The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of post hearing briefs. The parties shall have fifteen (15) calendar days following the last date of hearings to submit such briefs. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted to him.

E. The decision of the arbitrator shall be final and binding upon the District, the Association and the affected employee(s).

F. The costs of the arbitration and, if requested by arbitrator, hearing room, transcripts, etc., shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the witnesses called by the other except that should the investigation or processing of any grievance and/or arbitration require an employee to be released from a regular assignment, the Association shall compensate the District for any substitute required by an official Association request for such release.

G. The arbitrator shall not add to, subtract from, disregard, or alter any terms of this agreement. The arbitrator shall not make any decision which requires the commission of an act prohibited by law.

H. The arbitrator shall have no authority or power to rule on any of the following:

1. The termination of services or failure to re-employ any employee to a position on the supplementary salary or extra pay schedule.
2. Any matter involving regular employee evaluation, provided that any failure to comply with evaluation procedure as set forth in Article 5 shall be subject to the arbitrator's authority.
3. Any matter specifically excluded in any other provision of this agreement.

I. Any matter not referenced in (H) above and which has an alternate form of resolution may be utilized by an employee in place of arbitration, but in no case will arbitration be allowed or utilized in addition to alternative remedies.

10.1.6 The aggrieved employee shall have the right to have an Association representative present during the formal discussion in Step 1 and Step 2. Such discussion shall not interfere with the employee's normal duties.

10.1.7 In the event there is an alleged violation or misapplication of the Agreement which affects an Association right but not an individual or group of employees, the Association shall have the right to grieve, in written form, directly to the Superintendent at Step 2 which may also continue to Step 3 as above.

10.1.8 Nothing contained herein shall be construed to prevent any employee from processing his/her own grievance without Association representation. However, the Association shall have the right to be present at any formal step and make its views known.

10.1.9 No Reprisals. There shall be no threats or reprisals of any kind by the Association or its members against any employee who does not wish to file a grievance or settle a grievance or who appears as a witness or gives testimony in the grievance procedure. There shall be no threats or reprisals of any kind by the District against any party due to his/her involvement in the grievance procedure.

10.1.10 Separate Files. All documents, communications and records dealing with processing of a grievance shall be filed separately and not in the individual's personnel file.

10.1.11 Cooperation of Board and Administration. The Board and Administration will cooperate with the Association in its investigation of any grievance; and further, will furnish the Association such information as is required for the processing of any grievance.

10.1.12 Release Time. Association leave may be used for the investigation or processing of any grievance.

10.1.13 Grievance Forms. The form for filing grievances is attached to this Agreement. (Appendix J)

ARTICLE XI - DURATION

11.1.1 This agreement and any subsequent amendment to it shall become effective upon ratification first by the Association and then by the District. It shall thereafter be executed by the authorized representatives thereof.

11.1.2 This agreement shall remain in full force and effect from September 1, 2020 to August 31, 2022.

11.1.3 The District and Association are committed to a process of cooperation and collaboration in addressing issues of interest to either party as those issues arise. Either party may, therefore, bring

an issue or interest to labor management meetings at any time. Such issue or interest will be addressed pursuant to the Interest-Based Process.

11.1.4 Either party may terminate Section 11.1.3 above upon sixty (60) days written notice. If such notice is given, the parties will meet and explore the reasons therefore and will attempt to resolve any conflicts, issues, or other matter which precipitated the notice.

11.1.5 Recognizing program changes are a District decision, the Association will have authentic participation and a significant voice in collaborative discussions of potential district budget reductions. In the event the Legislature substantially reduces District funds or there is any major financial setback to the District (e.g. substantial enrollment decline, failure to pass the Enrichment Levy, loss of Local Effect Assistance (LEA) funding, etc.), this Agreement shall be subject to reopening for the purpose of bargaining on the various monetary items included herein, at the request of either party.

11.1.6 In the event the Legislature increases District funds for the purpose of employee salaries or there is any financial increase to the District, this Agreement shall be subject to reopening for the purpose of bargaining on the various monetary items included herein, at the request of either party.

11.1.7 All budget data will be shared with the Association and all budget reduction options offered by the Association will be carefully considered.

Amanda Lackey

Amanda Lackey, President
University Place Education Association

Sept 9, 2020
Date

Jeff Chamberlin, Superintendent
University Place School District

10/06/20
Date

APPENDIX A-1 2020-21 UPEA Base Salary

University Place School District

2020-21 UPEA Base Salary

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	49,338	50,671	52,052	53,436	57,875	59,152	63,593	66,455
1	50,003	51,353	52,752	54,196	58,683	59,810	64,296	67,139
2	50,635	51,999	53,412	54,968	59,442	60,472	64,945	67,820
3	51,287	52,664	54,093	55,698	60,163	61,100	65,561	68,506
4	51,927	53,364	54,801	56,462	60,954	61,757	66,249	69,215
5	52,587	54,032	55,483	57,237	61,711	62,426	66,902	69,926
6	53,266	54,679	56,180	58,021	62,474	63,111	67,565	70,603
7	54,459	55,894	57,414	59,355	63,874	64,395	68,912	72,038
8	56,206	57,718	59,274	61,376	65,956	66,414	70,996	74,234
9		59,608	61,241	63,419	68,106	68,456	73,146	76,495
10			63,231	65,566	70,316	70,605	75,356	78,815
11				67,777	72,630	72,816	77,670	81,198
12				69,917	75,006	75,113	80,045	83,681
13					77,440	77,491	82,479	86,222
14					79,885	79,939	85,085	88,861
15					81,964	82,017	87,296	91,172
16					83,603	83,657	89,042	92,994

APPENDIX A-2 Estimated 2021-22 UPEA Base Salary

University Place School District

Estimated 2021-22 UPEA Base Salary

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	50,079	51,431	52,832	54,237	58,744	60,040	64,547	67,452
1	50,753	52,124	53,543	55,009	59,563	60,707	65,261	68,146
2	51,395	52,779	54,214	55,793	60,334	61,379	65,919	68,837
3	52,057	53,454	54,904	56,534	61,066	62,016	66,545	69,534
4	52,706	54,165	55,623	57,309	61,868	62,684	67,242	70,253
5	53,376	54,842	56,315	58,095	62,637	63,362	67,906	70,975
6	54,065	55,500	57,022	58,891	63,411	64,058	68,579	71,662
7	55,276	56,732	58,275	60,245	64,832	65,361	69,946	73,119
8	57,049	58,584	60,163	62,297	66,945	67,411	72,061	75,347
9		60,502	62,160	64,370	69,127	69,482	74,243	77,642
10			64,180	66,550	71,370	71,664	76,486	79,997
11				68,793	73,719	73,908	78,835	82,416
12				70,965	76,131	76,240	81,245	84,937
13					78,601	78,653	83,716	87,515
14					81,084	81,138	86,361	90,194
15					83,193	83,247	88,606	92,539
16					84,857	84,912	90,378	94,389

ESTIMATE

ESTIMATE ONLY – AMOUNTS MAY CHANGE

APPENDIX B-1 2020-21 UPEA Enrichment Stipend

University Place School District

2020-21 UPEA Enrichment Stipend

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	3,454	3,547	3,644	3,740	4,051	4,141	4,451	4,652
1	3,500	3,595	3,693	3,794	4,108	4,187	4,501	4,700
2	3,544	3,640	3,739	3,848	4,161	4,233	4,546	4,747
3	3,590	3,687	3,786	3,899	4,211	4,277	4,589	4,795
4	3,635	3,736	3,836	3,952	4,267	4,323	4,637	4,845
5	3,681	3,782	3,884	4,007	4,320	4,370	4,683	4,895
6	3,729	3,828	3,933	4,061	4,373	4,418	4,730	4,942
7	3,812	3,913	4,019	4,155	4,471	4,508	4,824	5,043
8	3,934	4,040	4,149	4,296	4,617	4,649	4,970	5,196
9		4,173	4,287	4,439	4,767	4,792	5,120	5,355
10			4,426	4,590	4,922	4,942	5,275	5,517
11				4,744	5,084	5,097	5,437	5,684
12				4,894	5,250	5,258	5,603	5,858
13					5,421	5,424	5,774	6,036
14					5,592	5,596	5,956	6,220
15					5,737	5,741	6,111	6,382
16					5,852	5,856	6,233	6,510

APPENDIX B-2 2020-21 UPEA Extra (6) Days

University Place School District

2020-21 UPEA Extra (6) Days

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	1,645	1,689	1,735	1,781	1,929	1,972	2,120	2,215
1	1,667	1,712	1,758	1,807	1,956	1,994	2,143	2,238
2	1,688	1,733	1,780	1,832	1,981	2,016	2,165	2,261
3	1,710	1,755	1,803	1,857	2,005	2,037	2,185	2,284
4	1,731	1,779	1,827	1,882	2,032	2,059	2,208	2,307
5	1,753	1,801	1,849	1,908	2,057	2,081	2,230	2,331
6	1,776	1,823	1,873	1,934	2,082	2,104	2,252	2,353
7	1,815	1,863	1,914	1,978	2,129	2,147	2,297	2,401
8	1,874	1,924	1,976	2,046	2,199	2,214	2,367	2,474
9		1,987	2,041	2,114	2,270	2,282	2,438	2,550
10			2,108	2,186	2,344	2,354	2,512	2,627
11				2,259	2,421	2,427	2,589	2,707
12				2,331	2,500	2,504	2,668	2,789
13					2,581	2,583	2,749	2,874
14					2,663	2,665	2,836	2,962
15					2,732	2,734	2,910	3,039
16					2,787	2,789	2,968	3,100

APPENDIX B-3 2020-21 UPEA Technology Stipend

University Place School District

2020-21 UPEA Technology Stipend

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
	Paid in November 2020							
0	750	750	750	750	750	750	750	750
1	750	750	750	750	750	750	750	750
2	750	750	750	750	750	750	750	750
3	750	750	750	750	750	750	750	750
4	750	750	750	750	750	750	750	750
5	750	750	750	750	750	750	750	750
6	750	750	750	750	750	750	750	750
7	750	750	750	750	750	750	750	750
8	750	750	750	750	750	750	750	750
9		750	750	750	750	750	750	750
10			750	750	750	750	750	750
11				750	750	750	750	750
12				750	750	750	750	750
13					750	750	750	750
14					750	750	750	750
15					750	750	750	750
16					750	750	750	750

APPENDIX B-4 2020-21 UPEA SPED Stipend

University Place School District

2020-21 UPEA SPED Stipend

Additional compensation for Special Education staff members

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	1,974	2,027	2,082	2,137	2,315	2,366	2,544	2,658
1	2,000	2,054	2,110	2,168	2,347	2,392	2,572	2,686
2	2,025	2,080	2,136	2,199	2,378	2,419	2,598	2,713
3	2,051	2,107	2,164	2,228	2,407	2,444	2,622	2,740
4	2,077	2,135	2,192	2,258	2,438	2,470	2,650	2,769
5	2,103	2,161	2,219	2,289	2,468	2,497	2,676	2,797
6	2,131	2,187	2,247	2,321	2,499	2,524	2,703	2,824
7	2,178	2,236	2,297	2,374	2,555	2,576	2,756	2,882
8	2,248	2,309	2,371	2,455	2,638	2,657	2,840	2,969
9		2,384	2,450	2,537	2,724	2,738	2,926	3,060
10			2,529	2,623	2,813	2,824	3,014	3,153
11				2,711	2,905	2,913	3,107	3,248
12				2,797	3,000	3,005	3,202	3,347
13					3,098	3,100	3,299	3,449
14					3,195	3,198	3,403	3,554
15					3,279	3,281	3,492	3,647
16					3,344	3,346	3,562	3,720

APPENDIX B-5 Estimated 2021-22 UPEA Enrichment Stipend

University Place School District

Estimated 2021-22 UPEA Enrichment Stipend

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	4,131	4,243	4,359	4,475	4,846	4,953	5,325	5,565
1	4,187	4,300	4,417	4,538	4,914	5,008	5,384	5,622
2	4,240	4,354	4,473	4,603	4,978	5,064	5,438	5,679
3	4,295	4,410	4,530	4,664	5,038	5,116	5,490	5,737
4	4,348	4,469	4,589	4,728	5,104	5,171	5,548	5,796
5	4,404	4,525	4,646	4,793	5,168	5,227	5,602	5,855
6	4,460	4,579	4,704	4,858	5,231	5,285	5,658	5,912
7	4,560	4,680	4,808	4,970	5,349	5,392	5,771	6,032
8	4,707	4,833	4,963	5,139	5,523	5,561	5,945	6,216
9		4,991	5,128	5,311	5,703	5,732	6,125	6,405
10			5,295	5,490	5,888	5,912	6,310	6,600
11				5,675	6,082	6,097	6,504	6,799
12				5,855	6,281	6,290	6,703	7,007
13					6,485	6,489	6,907	7,220
14					6,689	6,694	7,125	7,441
15					6,863	6,868	7,310	7,634
16					7,001	7,005	7,456	7,787

ESTIMATE

ESTIMATE ONLY – AMOUNTS MAY CHANGE

APPENDIX B-6 Estimated 2021-22 UPEA Extra (6) Days

University Place School District

Estimated 2021-22 UPEA Extra (6) Days

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	1,669	1,714	1,761	1,808	1,958	2,001	2,152	2,248
1	1,692	1,737	1,785	1,834	1,985	2,024	2,175	2,272
2	1,713	1,759	1,807	1,860	2,011	2,046	2,197	2,295
3	1,735	1,782	1,830	1,884	2,036	2,067	2,218	2,318
4	1,757	1,805	1,854	1,910	2,062	2,089	2,241	2,342
5	1,779	1,828	1,877	1,937	2,088	2,112	2,264	2,366
6	1,802	1,850	1,901	1,963	2,114	2,135	2,286	2,389
7	1,843	1,891	1,942	2,008	2,161	2,179	2,332	2,437
8	1,902	1,953	2,005	2,077	2,232	2,247	2,402	2,512
9		2,017	2,072	2,146	2,304	2,316	2,475	2,588
10			2,139	2,218	2,379	2,389	2,550	2,667
11				2,293	2,457	2,464	2,628	2,747
12				2,366	2,538	2,541	2,708	2,831
13					2,620	2,622	2,791	2,917
14					2,703	2,705	2,879	3,006
15					2,773	2,775	2,954	3,085
16					2,829	2,830	3,013	3,146

ESTIMATE

ESTIMATE ONLY – AMOUNTS MAY CHANGE

APPENDIX B-7 Estimated 2021-22 UPEA SPED Stipend

University Place School District

Estimated 2021-22 UPEA SPED Stipend

Additional compensation for Special Education staff members

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	2,003	2,057	2,113	2,169	2,350	2,402	2,582	2,698
1	2,030	2,085	2,142	2,200	2,383	2,428	2,610	2,726
2	2,056	2,111	2,169	2,232	2,413	2,455	2,637	2,753
3	2,082	2,138	2,196	2,261	2,443	2,481	2,662	2,781
4	2,108	2,167	2,225	2,292	2,475	2,507	2,690	2,810
5	2,135	2,194	2,253	2,324	2,505	2,534	2,716	2,839
6	2,163	2,220	2,281	2,356	2,536	2,562	2,743	2,866
7	2,211	2,269	2,331	2,410	2,593	2,614	2,798	2,925
8	2,282	2,343	2,407	2,492	2,678	2,696	2,882	3,014
9		2,420	2,486	2,575	2,765	2,779	2,970	3,106
10			2,567	2,662	2,855	2,867	3,059	3,200
11				2,752	2,949	2,956	3,153	3,297
12				2,839	3,045	3,050	3,250	3,397
13					3,144	3,146	3,349	3,501
14					3,243	3,246	3,454	3,608
15					3,328	3,330	3,544	3,702
16					3,394	3,396	3,615	3,776

ESTIMATE

ESTIMATE ONLY – AMOUNTS MAY CHANGE

APPENDIX C-1 2020-21 UPEA Maximum Compensation

University Place School District

2020-21 UPEA Maximum Compensation

Years of Service	Summary of Appendix A-1 and B-1 through B-3 (Special Education staff will also receive B-4)							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	55,187	56,657	58,180	59,707	64,606	66,015	70,914	74,073
1	55,919	57,410	58,953	60,547	65,497	66,740	71,690	74,827
2	56,617	58,123	59,682	61,399	66,334	67,471	72,406	75,578
3	57,337	58,856	60,432	62,204	67,130	68,163	73,086	76,335
4	58,043	59,629	61,214	63,047	68,002	68,889	73,844	77,117
5	58,771	60,365	61,966	63,901	68,838	69,627	74,566	77,902
6	59,520	61,080	62,735	64,766	69,679	70,383	75,297	78,649
7	60,837	62,419	64,096	66,238	71,224	71,799	76,783	80,232
8	62,764	64,432	66,149	68,468	73,522	74,027	79,082	82,654
9		66,517	68,320	70,722	75,893	76,279	81,454	85,149
10			70,515	73,092	78,332	78,651	83,893	87,709
11				75,530	80,885	81,090	86,446	90,339
12				77,891	83,506	83,625	89,066	93,079
13					86,192	86,248	91,751	95,881
14					88,890	88,950	94,627	98,793
15					91,184	91,242	97,067	101,343
16					92,991	93,051	98,993	103,353
21					94,491	94,551	100,493	104,853
26					95,991	96,051	101,993	106,353

Includes Longevity Stipend of $1,500 for year 21+, Longevity Stipend of $3,000 for year 26+, paid in the month of July.

APPENDIX C-2 Estimated 2021-22 UPEA Maximum Compensation

University Place School District

2021-22 UPEA Estimated Compensation

Summary of Appendix A-2 and B-5 through B-6
(Special Education staff will also receive B-7)
ESTIMATED COMPENSATION FOR 2021-22

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90 OR Ph.D.
0	55,879	57,389	58,952	60,520	65,548	66,994	72,023	75,265
1	56,631	58,161	59,745	61,381	66,462	67,739	72,820	76,040
2	57,348	58,893	60,493	62,256	67,322	68,489	73,555	76,811
3	58,087	59,646	61,264	63,082	68,139	69,200	74,253	77,588
4	58,811	60,439	62,066	63,948	69,034	69,945	75,031	78,391
5	59,559	61,195	62,838	64,824	69,892	70,702	75,772	79,197
6	60,328	61,928	63,628	65,712	70,756	71,478	76,522	79,963
7	61,679	63,303	65,025	67,223	72,342	72,932	78,048	81,588
8	63,657	65,370	67,132	69,513	74,700	75,219	80,408	84,075
9		67,510	69,360	71,826	77,135	77,531	82,843	86,636
10			71,614	74,259	79,637	79,965	85,346	89,264
11				76,762	82,258	82,469	87,967	91,963
12				79,185	84,949	85,071	90,656	94,775
13					87,706	87,764	93,413	97,652
14					90,476	90,537	96,364	100,641
15					92,830	92,890	98,869	103,258
16					94,686	94,747	100,846	105,322
21					96,186	96,247	102,346	106,822
26					97,686	97,747	103,846	108,322

ESTIMATE ONLY – AMOUNTS MAY CHANGE

Includes Longevity Stipend of $1,500 for year 21+, Longevity Stipend of $3,000 for year 26+, paid in the month of July.

ESTIMATE

APPENDIX D Supplemental Salary Schedule

Co-Curricular positions were calculated on a percentage of $39,862 for the 2020-21 school year and will be adjusted by IPD annually.

Supplemental pay for co-curricular work will be prorated when the employee only performs partial duties or performs duties for part of the school year.

Co Curricular Positions

	Percentage
H.S. Band	16.5%
H.S. Choral	16.5%
H.S. Drama	22.0%
H.S. Yearbook	11.55%
H.S. Leadership	11.55%
Junior High Band	13.0%
Junior High Choral	9.0%
H.S. Orchestra	16.5%
Junior High Orchestra	9.0%
Primary Music	2.0%
Intermediate Music	5.0%
Junior High Leadership	10.0%
Junior High Drama	3.0%
Junior High Athletic Director	10.0%
Junior High Yearbook	4.5%
PLC Leader	5.25%
Mentor Teacher	3.5%

High School Musical Pool

A pool of twelve (12) percent will be administered by the high school Drama Director and the Building Principal for the purpose of compensating the Music Director, Choreographer, Technician, etc., associated with the high school musical.

Rates of Pay

Professional Rate - $50.00/hour or the employee's per diem rate, whichever is less, for summer school, extended day instruction, class coverage, PLC, and professional development outside the contractual day. Does not include traffic safety.

Traffic Safety Rate - $36.70/hour

Department work, separate from PLC work, will be compensated on time sheets at the professional rate.

Activity/Intramural Pools

Pools of money will be allocated at each building for the purpose of compensating co-curricular activity advisors.

Building	Pool Amount
Curtis High School	$20,000
Curtis Junior High School	$11,000
Intermediate Schools	$10,000
Elementary Schools	$2,600

These activity pools will be administered according to the following procedures:

A. In the spring of each school year the Principal or his/her designee will survey all staff in relation to any clubs and/or activities that they wish to advise the succeeding year.

B. As part of this survey, the advisor will submit to the Principal:

    1. A tentative schedule of activities and events,
    2. An estimated number of student participants, and
    3. An estimated number of needed advisor hours.

C. After distributing a list of all requests to all staff and inviting comments, the Building Principal will consider all requests and will allocate advisor stipends. Activities may be reviewed, expanded, or discontinued from year to year. Proposals for new programs will always be considered.

D. Before the end of the school year the Principal will issue, for the succeeding year, a projected list of Activity Stipends.

E. These activity stipends are separate from CTE stipends which are outlined in the District's CTE Handbook.

APPENDIX E Request for Compensation (Loss of Planning)

Request for compensation for Loss of Planning while covering a class

(Please use one form per occurrence)

Name of Teacher covering the class _____

Teacher needing coverage _____

_____
Signature of Teacher Requesting Coverage (not necessary for coaching coverage)

Reason for Loss of Planning Time: _____
_____

Compensation at professional hourly rate of $50/hr or per diem rate (whichever is less) for lost planning time

on _____ when I was required to work

for _____ minutes, resulting in a loss of my contractually guaranteed planning time.

Employees shall receive compensation in **ONE QUARTER HOUR** increments.

_____
Employee Signature Date

_____
Principal Signature Date

____ Athletic Event _ _ _ _ _ _ _ _ _ _ _ _ _ _ 0000 _ _

____ Contractual Leave _____ ____ _____ _____ _____ _80__

____ Other _____ ____ _____ _____ _____ ____

Explanation _____

APPENDIX F Class Size/Load Concern Form

(6.4.1 - 6.4.4)

I. To Principal:_____ Teacher:_____

To Association President:_____

Date:_____ Concern: _____

_____

_____

_____

(see 6.4.3 - definitions - principal has initial responsibility to review class/size numbers)

Date Received _____

Response Date _____

*3 days to respond from date received

Principal's Response/Action: _____

_____

_____

_____ _____

Signature Date

II. Referred to: Building UPEA Representative _____

Date Received _____ Response Date _____

3 DAYS TO RESPOND FROM DATE RECEIVED

Step II Response/Recommended Action _____

_____

_____

*Copy sent to U.P.E.A. President _____ _____

Signature Date

*Copy sent to Principal _____ _____

Signature Date

III. Forward to Superintendent/Designee

Final disposition is to be communicated in writing to the employee within 5 days from receipt by the Superintendent or designee.

Date Received: _____ Date Sent to Employee:_____

Copy to UPEA President_____ Copy to Principal_____

APPENDIX G Optional Form, Professional Growth Plan

Optional Form

PROFESSIONAL GROWTH PLAN

Name _____ School _____ School Year _____

Assignment _____

Goal: _____

_____

Objective(s)	Activities	Who	When	Evaluation or Measure of Success

Signatures: Supervisor _____ Teacher _____ Date _____

Mid Year Review Date:_____Teacher & Supervisor Initials_____

Professional Growth Plan, Verification of Completion

UNIVERSITY PLACE SCHOOL DISTRICT #83

To be completed by May 15.

Name _____ School _____

Filed and completed a professional growth plan for school year 20____ to 20____.

Achievements:

Staff Member Signature _____ Date _____

Supervisor Signature _____ Date _____

Assignment _____

Date of Observation_____

Evaluation Process for Upcoming Year:
Summative (long form) _____Short Form_____PGO _____

APPENDIX H Optional Form, Professional Growth Diary of Events and Activities

September: _____

_____

_____

_____

_____

October: _____

_____

_____

_____

_____

November: _____

_____

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December: _____

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January: _____

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February: _____

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March: _____

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April: _____

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May: _____

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June: _____

_____

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_____

_____

APPENDIX I Endorsement List

Washington Endorsements

Grade Level	Endorsement
All Levels	Bilingual
	Designated Arts:
	Dance
	Music: Choral
	Music: General (neither Choral nor Instrumental)
	Music: Instrumental
	Theatre Arts
	Visual Arts
	Designated World Language (e.g. Spanish, French, etc.)
	English Language Learner
	Health / Fitness
	Library Media
	Reading
	Special Education
Preschool – 3rd	Early Childhood Education
	Early Childhood Special Education
Elementary	Elementary Education
Middle Level	Middle Level Humanities
	Middle Level Mathematics
	Middle Level Science
Secondary	Designated Vocational / Career and Technical Areas:
	Agriculture Education
	Business and Marketing Education
	Family and Consumer Sciences Education
	Technology Education
	Designated Science:
	Biology
	Chemistry
	Earth and Space Science
	Physics
	English Language Arts
	History
	Mathematics
	Science
	Social Studies

APPENDIX J Grievance Report Form

Grievance # _____

Expedited _____ _____
Yes No

University Place School District

Distribution of Form
1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant
(Submit to Supervisor/Principal in Duplicate)

_____	_____	_____	_____
Building	Assignment	Name of Grievant	Date Filed

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

_____

_____

2. Relief Sought: _____

_____

_____

_____ _____
Signature of Grievant Date

C. Disposition of Supervisor/Principal: _____

_____

_____

_____ _____
Signature of Principal/Supervisor Date

D. Position of Association: _____

_____

_____

_____ _____
Signature Date

If additional space is needed in reporting, attach an additional sheet.

STEP 2

A. Date Received by Superintendent of Designee: _____

B. Disposition of Superintendent or Designee: _____

_____

_____

_____

_____ _____
Signature Date

C. Position of Association: _____

_____

_____

_____ _____
Signature Date

ARBITRATION

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

_____

_____

_____

_____

_____ _____
Signature Date

APPENDIX K Seven Tests of Just Cause

Just Cause - Seven Key Tests

The basic elements of just cause, which different arbitrators have emphasized, have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A "no" answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious or discriminatory element was present.

Notice: "Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"

Reasonable Rule or Order: 'Was the employer's rules or managerial order reasonably related to a) the orderly, efficient, and safe operation of the employer's business and b) the performance that the employer might properly expect of the employee?"

Investigation: "Did the employer before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

Fair Investigation: "Was the employer's investigation conducted fairly and objectively?"

Proof: "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"

Equal Treatment: "Has the employer applied its rules, orders, and penalties even-handedly and without discrimination to all employees?"

Penalty: "Was the degree of discipline administered by the employer in a particular case reasonably related to the following?"

a) the seriousness of the employee's proven offense, and
b) the record of the employee in his service with the Employer?"

APPENDIX L Personal Leave Cash Out Form

Educational Service Center
3717 Grandview Drive West
University Place, Washington 98466-2138

(253) 566-5600
Fax (253) 566-5607

University Place School District
Personal Leave Buyback for UPEA Members

Submit to Payroll by June 30

According to the UPEA agreement, Association members may either carry over unused personal day(s) to an accumulated maximum of five (5) days or cash out up to three (3) days at a rate of $250.00 per day (See section 5.1.11 of the UPEA Negotiated Agreement). If an employee wishes to cash out personal leave day(s), they must complete and submit this form no later than June 30 of the current year. Payment for personal leave days will be made on the August payroll warrant after verification that personal leave is available for cash out.

REQUEST FOR CASH OUT _____

I did not use one or more of my personal leave days and I wish to cash out for $250.00/day as per the UPEA agreement.

_____ 1 2 3
Print Name number of days to cash out
(Circle one)

_____
Signature Date

Received by:

_____
Payroll Date

Rev. 8/2020

UNIVERSITY PLACE SCHOOL DISTRICT / UPEA
PERSONAL PROPERTY LOSS/DAMAGE REIMBURSEMENT FORM

According to UPEA Bargaining Agreement 3.6.6: "The district will compensate up to $350 to employees for the replacement cost of damaged or destroyed personal property when such damage is the direct result of a student attack (e.g. broken glass, torn clothing). The employee will be required to submit proof of replacement purchase."

Employee Name: _____ Building: _____

Date/Time of Loss: _____

Property Description:

Describe how loss/damage occurred:

Was loss/damage reported to: Supervisor ☐ Yes ☐ No

Police ☐ Yes ☐ No If yes, Report #: _____

Attach copy of proof of replacement purchase *(must be purchased within 30 days of loss/damage).*

Date of Purchase: _____ Purchase Cost: _____

I hereby certify under penalty of perjury that this is a true and correct claim for necessary expenses incurred.

_____ _____

Employee Signature Date Administrator Signature Date

APPENDIX N Environmental / Building Health and Safety Report

Step 1: To address a concern, please complete Step 1 of this form and return to your principal, building rep and union president.

The principal will provide you feedback and/or forward the concern to the safety committee who will respond to your question/concern in a timely manner.

Name: _____ **Building**: _____ **Date**: _____

Description of health or safety concern: (include specific location)
(attach information if needed)

_____

_____

_____

Step 2: to be completed by the principal, safety committee or other administrator.

Steps taken to solve problem: (by whom) _____

_____

_____

Concern reviewed with: _____

_____

Outcome: _____

_____

Results of safety concern status: _____

_____

Returned to: _____ **Date**: _____

cc: Union President
Building Representative

APPENDIX O
Certificated Classroom Teacher Planning/Goal Setting Form
University Place School District

☐ **Focused** ☐ **Comprehensive**

Name: _____ Date: _____

School: _____ Subject/Assignment: _____

State law requires that certificated teachers set goals for student growth and measure progress toward these goals across two points in time. The law also requires the use of multiple measures and that progress toward goals become a part of final teacher evaluations. Specific assessments and student learning goals will be identified by the teacher on this evaluation planning form and shared with the evaluator prior to November 1st annually. The final assessment dates for each measure must occur prior to March 1st annually.

MULTIPLE MEASURES FOR STUDENT GROWTH

ASSESSMENT/MEASURE	Initial Assessment Date	Final Assessment Date	Notes

STUDENT GROWTH GOALS

CRITERION 3: Recognizing individual student learning needs The PROFICIENT teacher establishes appropriate growth goals for **subgroups** of students not reaching full learning potential. Goals identify multiple, high quality sources of data to monitor, adjust and evaluate achievement of goals. Multiple sources of growth data from at least two points in time show clear evidence of growth for MOST students.
SUB-GROUP SELECTION: (Identification and description of the sub-group to be used for this criterion.)
GOAL: (☐ TEAM ☐ INDIVIDUAL)
Evidence of Student Growth: (To be completed by the teacher AFTER the completion of final assessments)

CRITERION 6: Using multiple student data elements The PROFICIENT teacher establishes appropriate student growth goals for the **whole classroom**. Goals identify multiple, high quality sources of data to monitor, adjust and evaluate achievement of goals. Multiple sources of growth data from at least two points in time show clear evidence of growth for MOST students.
GOAL: (☐ TEAM ☐ INDIVIDUAL)
Evidence of Student Growth: (To be completed by the teacher AFTER the completion of final assessments)

CRITERION 8: Exhibiting collaborative and collegial practices focused on improving instruction and learning The PROFICIENT teacher consistently and actively collaborates with other grade, school, or district team members to establish goals, to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.
Evidence of Collaboration:

FALL GOAL SETTING CONFERENCE:
Signatures below indicate that both the employee and evaluator have met to discuss the goals and multiple measures to be used in evaluation. The goal setting form must be completed and signed prior to November 1st annually.

Employee Signature	Evaluator's Signature
Date	Date

SPRING CONFERENCE:
Signatures below indicate that both the employee and evaluator have met to discuss the evidence of student learning for each goal after the teacher has completed the assessments, collected results and analyzed outcomes.

Employee Signature	Evaluator's Signature
Date	Date

APPENDIX P
Certificated Classroom Teacher Evaluation: Comprehensive
University Place School District

		Dates of Observation	Length of Observation
Name	_____	_____	_____
School	_____	_____	_____
Assignment	_____	_____	_____

Goal Setting /Planning Conference _____ (date) Final Evaluation Conference _____ (date)

COMPREHENSIVE Final Evaluation Summary (*details on page 2*)		
	Score	Level of Performance
COMPREHENSIVE Preliminary Summative Rating		**Unsatisfactory (1)** **Basic(2)** **Proficient(3)** **Distinguished (4)**
Student Growth Data Rating		**LOW** **AVERAGE** **HIGH**
FINAL SUMMATIVE RATING ➔ *Determined by state matrix*		**Unsatisfactory (1)** **Basic(2)** **Proficient(3)** **Distinguished (4)**
Growth Plan	Yes No	

Summary Statement and/or Growth Plan (if required):

_____ Employee Signature

_____ Evaluator's Signature

_____ Date

_____ Date

- Attach comments/materials as desired or appropriate.

The employee and evaluator are required to sign the final evaluation. Signatures indicate that the evaluation has been completed, that a copy of the evaluation has been provided to the employee and that a meeting has taken place to discuss the evaluation. Signature by the employee does not indicate agreement with the content of the evaluation in all cases.

Original: Director of Personnel/Personnel File

Copies: Employee; Evaluator

Next Year's Evaluation: ☐ COMPREHENSIVE ☐ FOCUSED

APPENDIX P

Certificated Classroom Teacher Evaluation: Comprehensive
University Place School District

PRELIMINARY SUMMATIVE RATING/ CRITERION RATING Each criterion below is to be rated by the designated evaluator (1-4) on this summary form. Written comments are encouraged in all cases and required if a criterion is marked as BASIC or below. 1 = UNSATISFACTORY 2=BASIC 3=PROFICIENT 4=DISTINGUISHED	
Criterion 1 **Expectations:** The teacher communicates high expectations for student learning.	
Criterion 2 **Instruction:** The teacher uses research-based instructional practices to meet the needs of all students.	
Criterion 3 **Differentiation:** The teacher acquires and uses specific knowledge about students' cultural, individual intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning.	
Criterion 4 **Content Knowledge:** The teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.	
Criterion 5 **Learning Environment:** The teacher fosters and manages a safe and inclusive learning environment that takes into account: physical, emotional and intellectual well-being.	
Criterion 6 **Assessment:** The teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction and evaluate student learning.	
Criterion 7 **Families and Community:** The teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.	
Criterion 8 **Professional Practice:** The teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning.	
TOTAL for Preliminary Summative Rating ➔	

Unsatisfactory	Basic	Proficient	Distinguished
8-14	**15-21**	**22-28**	**29-32**

STUDENT GROWTH DATA RATING / IMPACT RATING Each criterion below is to be rated using specific rubrics provided in Washington State teaching framework for all five components in criteria 3, 6 and 8. 1 = UNSATISFACTORY 2=BASIC 3=PROFICIENT 4=DISTINGUISHED	
Criterion 3/ Student Growth Component 3.1 - Establish student growth goals	
Criterion 3/ Student Growth Component 3.2 - Achieve student growth goals	
Criterion 6/ Student Growth Component 6.1 - Establish student growth goals	
Criterion 6/ Student Growth Component 6.2 - Achieve student growth goals	
Criterion 8/ Student Growth Component 8.1 - Establish student growth goals	
TOTAL for Student Growth Rating ➔	

LOW	AVERAGE	HIGH
5-12	**13-17**	**18-20**

EVALUATIVE CRITERIA- Written Summaries

Each criterion is to be summarized by the designated evaluator by rating the teacher on the summary form. Written comments are encouraged in all cases and required if a criterion is rated as BASIC or below.

Criterion 1 **Expectations:** The teacher communicates high expectations for student learning.

Criterion 2 **Instruction:** The teacher uses research-based instructional practices to meet the needs of all students

Criterion 3 **Differentiation:** The teacher acquires and uses specific knowledge about students' cultural, individual intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning.

Criterion 4 **Content Knowledge:** The teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.

Criterion 5 **Learning Environment:** The teacher fosters and manages a safe and inclusive learning environment that takes into account: physical, emotional and intellectual well-being.

Criterion 6 **Assessment:** The teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction and evaluate student learning.

Criterion 7 **Families and Community**: The teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.

Criterion 8 **Professional Practice**: The teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning.

APPENDIX Q
CERTIFICATED CLASSROOM TEACHER EVALUATION: FOCUSED
UNIVERSITY PLACE SCHOOL DISTRICT

		Dates of Observation	Length of Observation
Name	_____	_____	_____
School	_____	_____	_____
Assignment	_____	_____	_____

Goal Setting /Planning Conference _____ (date) Final Evaluation Conference_____ (date)

FOCUSED EVALUATION **SUMMATIVE RATING**

The selected criterion below is to be rated by the designated evaluator (1-4) on this summary form. Written comments are encouraged in all cases and required if a criterion is marked as BASIC or below.

CRITERION OF FOCUS:_____

STUDENT GROWTH CRITERION _____

FOCUSED SUMMATIVE RATING 1 = UNSATISFACTORY 2=BASIC 3=PROFICIENT 4=DISTINGUISHED	

_____ _____
Employee Signature Evaluator's Signature

_____ _____
Date Date

- Attach comments/materials as desired or appropriate.

The employee and evaluator are required to sign the final evaluation. Signatures indicate that the evaluation has been completed, that a copy of the evaluation has been provided to the employee and that a meeting has taken place to discuss the evaluation. Signature by the employee does not indicate agreement with the content of the evaluation in all cases.

Original: Director of Personnel/Personnel File

Copies: Employee; Evaluator

Next Year's Evaluation: ☐ COMPREHENSIVE ☐ FOCUSED

EVALUATIVE CRITERIA- Written summary for area of focus

The criterion of focus may be summarized below by the designated evaluator.

APPENDIX R
CERTIFICATED SUPPORT PERSONNEL
EVALUATION: LONG FORM
UNIVERSITY PLACE SCHOOL DISTRICT

(RCW 28A.405.100)

		Dates of Observation	Length of Observation
Name	_____	_____	_____
School	_____	_____	_____
Assignment	_____	_____	_____

Date of Evaluation Conference _____

Summary Statement and/or Plan of Action:

_____ _____

Employee Signature Evaluator's Signature

_____ _____

Date Date

- Attach comments/materials as desired or appropriate.

A signature by the employee indicates that the employee has had an opportunity to review this written evaluation. The employee's signature does not necessarily indicate agreement with the evaluation. The employee has the right within 15 days to include a written statement or document as an addendum to this evaluation.

Original:	Director of Personnel/Personnel File	Next Year's Evaluation:	☐ Long Form
Copies:	Employee		☐ Short Form
	Evaluator		☐ PGO

EVALUATIVE CRITERIA Each criterion is to be summarized by the designated evaluator by checking the appropriate box on this summary form. Written comments are encouraged in all cases and required if a criterion is marked "does not meet expectations."		**Meets** Level of Expectation	**Does not meet** Level of Expectation
Criterion 1	Knowledge and scholarship in special field. *Each certified support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/She demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.*		
Criterion 2	Specialized Skills. *Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.*		
Criterion 3	Management of special and technical environment. *Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.*		
Criterion 4	The support person as a professional. *Each certificated support person demonstrates awareness of her/her limitations and strengths and demonstrates continued professional growth.*		
Criterion 5	Involvement in assisting pupils, parents and educational personnel. *Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.*		

EVALUATIVE CRITERIA

Certificated employees shall be evaluated during each school year in accordance with Article VI. Evaluation of the agreement between the University Place School District and the University Place Education Association.

The following criteria will be used in the evaluation of support personnel:

Criterion 1 Knowledge and scholarship in special field.

Each certified support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/She demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

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

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

Criterion 2 Specialized Skills.

Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

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

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

Criterion 3 Management of special and technical environment.

Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

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

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

Criterion 4 The support person as a professional.

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

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

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

Criterion 5 Involvement in assisting pupils, parents and educational personnel.

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

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

5.1 consult with other staff, school personnel, and parents, concerning the development, coordination and/or extension of services to those needing specialized programs;
5.2 plan and develops support program to serve the preventive and developmental needs of the school population and the special needs for some students;
5.3 interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

APPENDIX S
Certificated Support Staff
Short Form Evaluation
UNIVERSITY PLACE SCHOOL DISTRICT
(PER R.C.W. 28A.405.100(5))

		Dates of Observation	Length of Observation
Name	_____	_____	_____
School	_____	_____	_____
Assignment	_____	_____	_____

Date of Evaluation Conference _____

Criterion 1 Knowledge and Scholarship in Special Field

☒ Meets Level of Expectation ☐ Does Not Meet Level of Expectation

Criterion 2 Specialized Skills

☒ Meets Level of Expectation ☐ Does Not Meet Level of Expectation

Criterion 3 Management of Special and Technical Environment

☒ Meets Level of Expectation ☐ Does Not Meet Level of Expectation

Criterion 4 The Support Person as a Professional

☒ Meets Level of Expectation ☐ Does Not Meet Level of Expectation

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

☒ Meets Level of Expectation ☐ Does Not Meet Level of Expectation

_____ _____
Employee Signature Evaluator's Signature

_____ _____
Date Date

Next Year's Evaluation: ☐ Long Form
☐ Short Form
☐ PGO

APPENDIX T-1 Calendar 2020-21

August 2020						
S	M	T	W	T	F	S
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2	3	4	5	6	7	8
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30	31					

September 2020						
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October 2020						
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November 2020						
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December 2020						
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January 2021						
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24	25	26	27	28	29	30
31						

UNIVERSITY PLACE School District

University Place School District

2020 – 2021 School Calendar

Significant Dates

September 1, 2020	Staff Day
September 2, 2020	Team Day
September 3, 2020	Staff Indiv. Prep & Plan Day
September 7, 2020	Labor Day
September 8, 2020	First Day of School
October 9, 2020	Professional Dev. Day
Oct. 26-30, 2020	K-7 Conference Week
November 11, 2020	Veteran's Day
November 26-27, 2020	Thanksgiving Vacation
December 21-31, 2020	Winter Vacation
January 1, 2021	New Year's Day
January 4, 2021	School Resumes
Jan. 18, 2021	MLK, Jr. Day
Feb. 1, 2021	Staff Indiv. Prep & Plan Day
Feb. 12-15, 2021	President's Day Weekend
April 5-9, 2021	Spring Break
May 31, 2021	Memorial Day
June 18, 2021	Last Day of School

Snow Advisory

If additional snow days are required they will be added to the end of the school year. Please be advised that staff should refrain from making travel arrangements based on the projected last day of school.

First Day of School

Holidays

Professional Development Days

K-7 Fall Conferences

Vacation

½ Day Last Day of School

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
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28						

March 2021						
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April 2021						
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May 2021						
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June 2021						
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July 2021						
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APPENDIX T-2 Calendar 2021-22

August 2021						
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September 2021						
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October 2021						
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31						

November 2021						
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December 2021						
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January 2022						
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30	31					

2021 – 2022 Calendar
Significant Dates

August 24, 2021	Staff Day
August 25, 2021	Team Day
August 26, 2021	Indiv. Prep & Planning Day
August 31, 2021	First Day of School
September 3-6, 2021	Labor Day Weekend
October 8, 2021	Dist. Prof. Development Day
Oct. 25-29, 2021	K-7 Conf. Week (No Preschool)
November 11, 2021	Veteran's Day Holiday
November 24-26, 2021	Thanksgiving Vacation
December 20-31, 2021	Winter Vacation
January 1, 2022	New Year's Day
January 3, 2022	School Resumes
January 17, 2022	Martin Luther King, Jr. Day
January 31, 2022	Indiv. Prep & Planning Day
February 18-21, 2022	President's Day Weekend
March 18, 2022	Snow Make Up Day (if needed)
April 4-8, 2022	Spring Break
May 27, 2022	Snow Make Up Day (if needed)
May 30, 2022	Memorial Day
June 17, 2022	Last Day of School

Snow Advisory

If additional snow days are required they will be added to the end of the school year. Please be advised that staff should refrain from making travel arrangements based on the projected last day of school.

First Day of School

Holidays

Professional Development Days

K-7 Fall Conferences

Vacation

Snow Make Up Day

½ Day Before Winter Break & Last Day of School

February 2022						
S	M	T	W	T	F	S
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27	28					

March 2022						
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April 2022						
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May 2022						
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June 2022						
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July 2022						
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