

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PIONEER SCHOOL DISTRICT NO. 402**

**AND**

**PIONEER EDUCATION ASSOCIATION**

**2023-2026**



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## **2023 – 2026 COLLECTIVE BARGAINING AGREEMENT**

### **ARTICLE I. Recognition**

**1.1-**This agreement is entered into between the Board of Education on behalf of Pioneer School District No. 402, Mason County, Washington, hereinafter referred to as the "Board" or the "District", or the "Employer", and the Pioneer Education Association, hereinafter referred to as the "Association." "Employee" herein is defined as a member of the Pioneer Education Association.

**1.2-**The Employer hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated employees under contract, or on leave, who are employed by the employer. Such representation should exclude the superintendent and principals.

**1.3-**All employees may select to become members of the Association. Authorized payroll deductions by the employee shall be made in equal installments from each paycheck beginning with the pay period in September through the pay period in August of each year. There will be no cost to the employee or Association for these deductions. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at the total annual amount for each month the employee is employed. In any event, such dues deductions shall continue until the employee(s) request in writing to the Washington Education Association the discontinuation of dues deductions. Washington Education Association will notify the Employer in writing of any revocation of Association dues in a timely manner. The Employer will notify the Union prior to stopping payroll deduction of dues. Nothing in this article shall render the District liable for payment of any dues or fees to the Association

**1.4-**The transmittal of all dues and fees will occur within five (5) working days after the deduction is made and each transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee's pay.

**1.5-**The Employer agrees to provide to the Association the name, home address, telephone number, work email, work location, department, and job title of each bargaining unit member at least once annually, and when requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the district throughout the year within five (5) days of board approval hire.

**1.6-**The association will be given access and a minimum of 30 minutes exclusive time to any bargaining unit orientation for new staff. The Association will be given at least a ten (10) day notification of all employee and orientation meetings. If the District holds or co-sponsors a job or benefit fair, the Association will be given notice not less than thirty (30) days in advance and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

**1.7-**The Association agrees to indemnify, defend, and hold the District harmless against any liability which may arise by reason of any action taken by the District to comply with the provisions of Article 1, Paragraph 3.

## **ARTICLE II. Contract Compliance**

**2.1-**All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this contract agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms and conditions of this and subsequent agreements between the Employer and the Association. A review committee, consisting of the PEA Executive Board, will review any special contract negotiated by the district prior to submission to the School Board for approval.

**2.2-**It is agreed and understood that matters appropriate for consultation and negotiation between the District and the Association are those relating to hours, wages, grievance procedures and general working conditions of employees of the bargaining unit subject to this agreement.

## **ARTICLE III. Agreement Administration**

**3.1-**The Association will be allowed to discuss with the superintendent, matters that are appropriate, by request at mutually agreed times, during the school year to review problems and practices concerned with the administration of this agreement.

## **ARTICLE IV. Printing and Distribution of Agreement**

**4.1-**Within 30 days of ratification and signing of this agreement by the parties, the District will publish, print and distribute to all members of the bargaining unit copies of this agreement. (Five additional copies to the Association.)

All new employees of the district shall be provided a copy of the current Agreement by the district on issuance of their personal contract.

**4.2-**A paper copy of this agreement shall be made available upon request.

**4.3-**The District will make the contract available online including salary schedules. The District will also provide the Association President a copy of the contract electronically.

## **ARTICLE V. Association Privileges and Responsibilities**

**5.1-**The Association and its representatives shall have the right to use the Employer's buildings for meetings and to transact Association business, outside of the regular duty hours. The Association shall be responsible for claims arising from incidents, theft and loss or damage occurring in the room actually being used by the Association. After regular custodial hours, it will be the responsibility of the Association to see that all areas used are secured upon leaving.

**5.2-**The Association can post notices of activities and Association reports on the bulletin board in the staff room. The Association shall assume responsibility for the materials posted on the bulletin board.

**5.3-**The employer shall furnish, upon written request from the Association, information and data so that the Association can fulfill its representation responsibilities. Such information shall consist of board minutes, agendas, budget status reports, and any other budgetary data necessary for analysis.

**5.4-**Should negotiations be mutually scheduled during working hours, the Association representatives shall be released from their assigned duties without loss of pay or benefits. Release time with pay for employees to attend to Association business shall be mutually agreed upon and scheduled between the superintendent and the Association president. The costs of substitutes for all association business will be paid for by the Association.

## **ARTICLE VI. Payroll Benefits**

**6.1-**The Association and its affiliates, WEA (Washington Education Association) shall have the right to automatic payroll deduction of membership dues for employees.

**6.2-**The Association shall submit a signed authorization form to the district business office for processing. Amounts of annual dues deductions shall be made known by the Association to the district business office by October 1 of each school year.

**6.3-**Dues deductions for new members after the commencement of the school year shall be appropriately pro-rated.

**6.4-**Upon appropriate written authorization from an employee, the District shall offer a service to deduct from the salary of an employee and remit accordingly using the ACH (Automated Clearing House) process. This is also known as direct deposit.

**6.5-**The District shall have the responsibility to correct, as soon as feasible, clerical or machine errors in the payroll deductions. However, the Association shall hold the District harmless against related claims.

## **ARTICLE VII. Personnel Files**

**7.1-**A permanent personnel file will be maintained in the district personnel office for each employee covered by this agreement. The employee may review his/her personnel file and have a representative of his/her choice present at the inspection.

**7.2-**Written notification by the employer to inform the employee of the receipt of any derogatory material within five (5) teaching days of such receipt shall be required. Any reprimand or warning following such incident shall occur within five (5) teaching days of the stated infraction, unless the District is currently investigating the allegation, in which the District will take action within five (5) teaching days of completing the investigation.

**7.3-**The employee shall acknowledge that he/she has read such material by affixing his/her signature and date posted with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not indicate agreement with its content.

**7.4-**Material reviewed by the employee and judged to be derogatory to the employee's conduct, service, character, or personality may be answered by the employee in writing. Such responses shall become a part of the district personnel records.

**7.5-**With the exception of annual contracts, applications, evaluations, transcripts, certificates, and any other material required by this Agreement or state law; an employee may request removal of the material judged by the employee to be derogatory, discriminatory, or prejudicial to the employee's conduct, service, character, or personality. Noticeable improvement shall, upon request, be so noted. The district reserves the right to make final determination regarding material to be retained. Upon employee request, the district will remove verbal and/or written reprimands provided no further discipline occurs related to the same offense within a year.

### **ARTICLE VIII. Save Harmless Clause**

**8.1-**The employer agrees to save employees harmless and defend from any action taken or not taken by him/her during the proper performance of his/her duties in accordance with the rules and regulations of the district, provided such rules and regulations of the district have been made known to each employee verbally and/or in writing.

### **ARTICLE IX. Academic Freedom and Responsibility**

**9.1-**The District and the Association recognize that the ability of a pupil to progress and mature academically is a combined result of school, home, economic, and social environment and that the teacher alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.

**9.2-**The District hereby respects the professional rights of the employees covered by this Agreement, including protection from unjustifiable personal attack or violation of the rights of inquiry and academic freedom to teach. (Academic freedom will be guaranteed to the employees covered by this agreement; however, this guarantee cannot, by law, supersede the rules and regulations of the District, the State Superintendent of Public Instruction, the State Board of Education and State statutes.)

**9.3-**As a vital component of academic freedom, teachers shall be responsible for decisions regarding the methods of instruction within the districts approved curriculum and/or state standards/common core.

**9.4-**Employees subject to this Agreement must be free to think and express ideas. Such freedom must be unrestricted except as it conflicts with the basic responsibility to utilize the current District authorized course of study. The employee must submit an outline to his/her immediate supervisor of any controversial areas in order that the board and administration are aware of such areas for appropriate action to be taken.

**9.5-**While the employees must be free to teach, the employees must always be concerned that there will be no infringement upon the freedom of those individuals the employees serve.

## **ARTICLE X. Due Process and Discipline**

**10.1-**It is agreed that all disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this agreement. Disciplinary matters are hereby held separate and distinct from evaluations, discharge, non-renewal, and probation proceedings which are subject to the provisions of the appropriate statutes.

**10.2-**No employee shall be reprimanded, disciplined, adversely affected or deprived of any professional advantage without just cause. It is expressly understood that the District will follow a policy of progressive discipline. Such discipline shall include: (1) verbal warning, (2) letter of reprimand, (3) short suspension (1-5 days without pay), (4) long suspension (6-10 days without pay), (5) discharge. Any disciplinary action taken against an employee shall be appropriate to the behavior of said action. The District may bypass steps in progressive discipline if the infraction warrants bypass.

**10.3-**An employee shall be entitled to have present representative of the Association during any disciplinary action or during any investigatory meeting that the employee reasonably believes could lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

## **ARTICLE XI. Student Teachers**

**11.1-**In those instances in which the Employer shall decide to sponsor a student teacher program in the District, the following shall apply:

**11.1.0-**A qualified mentor teacher shall have a minimum of three (3) years' experience and a proficient evaluation rating.

**11.1.1-**The mentor teacher selected has the option to accept or reject offer.

**11.1.2-**The selected supervisory teachers for student teachers shall receive the total compensation provided by the contracted university.

**11.1.3-**The supervising teacher may recommend dismissal of a student teacher to the building principal and the college/university supervisor. Accompanying the recommendation for dismissal, the supervising teacher shall provide a written explanation to the building principal, the college supervisor and the student teacher involved.

## **ARTICLE XII. Beginning/Mentor Teacher Program**

Mentor teachers shall be selected by the individual beginning teacher(s) from a list of qualified teacher applicants submitted to the administration. This selection shall be made by the end of the first three weeks of employment. Beginning teachers will be provided a mentor teacher for 2 years. A teacher with experience and new to Pioneer will be provided a mentor for 1 year.



**12.1-**Participation on the part of the mentor teacher shall be voluntary. Employees desiring to participate in the mentor-teacher selection process shall do so in accordance with WAC 392.196.

**12.2-**Said employee shall apply in writing to the administration and shall possess the appropriate minimum qualifications:

**12.2.0-**The mentor shall be employed full-time, primarily as a classroom teacher, vocational teacher, or an educational staff associate (ESA).

**12.2.1-**The mentor shall have been employed primarily as a classroom teacher, vocational teacher, or an educational staff associate (ESA) for one school year within the district and two additional years within any public or private school in any grade, preschool - 12.

**12.2.2-**The mentor shall hold a valid teaching, vocational, or ESA certificate issued pursuant to Chapter 180.77 or 180-WAC or be eligible for conversion to such certificate pursuant to WAC 180.79.045.

The applicant must also possess the following district criteria standards:

**12.2.3-**Teaching experience within the same or similar grade level or subject areas assigned the beginning teacher, or at the digression of school principal.

**12.2.4-**Previous three years of proficient rating in teaching evaluations.

**12.3-**No participating employee shall be subject to any additional evaluation procedure not outlined in the current agreement. A mentor teacher shall not, in any way, participate in, or contribute to, the performance evaluation of a beginning teacher. The Association shall be involved in any state/district evaluation of the mentor teacher program.

**12.4-**Both beginning and mentor teacher shall fulfill their required obligation for program participation and receive compensation in accordance with the rules and guidelines set forth by the Office of the Superintendent of Public Instruction (OSPI).

**12.5-**Both beginning and mentor teachers can submit travel claims for mileage and meals as they occur. Stipend payments will be made upon completion of the project and related activities.

**12.6-**The District agrees to compensate the mentor teacher \$1000 for the year-long participation. Any changes to the agreement which suspends or changes a mentee's designate mentor will result in prorating the stipend. Any new teacher hired mid-year will be provided access to a mentor. The mentor compensation will be prorated for the year.

### **ARTICLE XIII. Substitute Employees**

**13.1-**The employer agrees to maintain a list of qualified persons sufficient to serve as substitutes for regular employees who may be absent on any given work day. Employees in the bargaining unit shall have the right to request substitutes in order of their preference. The employer shall employ the preferred substitutes unless unavailable.

## **ARTICLE XIV. Employee Workday and Payment**

**14.1-**Employees shall be paid in twelve (12) equal monthly payment installments with payments being made the last weekday of each month including the month of December.

**14.2-**The total length of employees' workday shall be seven and one-half (7 1/2) hours which shall include the following:

**14.2.0-**A thirty (30) minute duty free lunch period for each employee;

**14.2.1-**Thirty (30) minutes before the scheduled instruction day for conferring with patrons and students.

**14.2.2-**Thirty (30) minutes after the scheduled instructional day for conferring with patrons and students.

**14.2.3-**The District shall provide a total of sixty (60) minutes of preparation time each day, for each certified staff, one period of which must be a minimum of thirty (30) minutes of continuous and uninterrupted time for school related work. This does not preclude the scheduling of two recesses per day, the time limits of which would be determined by grade level staff and building administrator.

**14.2.4-**All employees grade 6-8 shall be given one preparation period which shall consist of fifty (50) minutes of uninterrupted time each day. Grades 6-8 certificated staff who agree to teach under contract during prep time will be offered an additional contract equivalent to one hour extra pay based on the employees per diem for as long they continue to teach during prep time

**14.2.5-**When a certified employee is asked to cover for another class/teacher, the certificated teacher will be paid per diem per planning coverage or the classroom teacher may request to be compensated by equal preparation time or shortened days not to exceed thirty (30) minutes per day.

**14.2.6-**The District will pay 1 hour of per diem for interventionists/specialists/PE teachers who are required to sub for another teacher unless they already have their planning time bought out. If more than one person assists in the coverage, then their pay would be prorated by their percentage of coverage. Impact on students, programs, and staff should be considered when asking staff to cover

**14.2.7-**There will be no more than one meeting per week requiring attendance of certificated employees scheduled by district administrators of administrative designees outside the contract day. It is noted the K-2, 3-5 grade and 6-8 grade meetings are called by lead teachers for the purpose of planning, information dissemination and problem solving and are not included in the one meeting per week.

**14.2.8-**If additional meetings are required by the District to conduct school business, the District will provide release time during the contract day for those employees who the District requires to attend the particular meeting or the District will pay the employees whose attendance is required at the meeting(s) before the beginning of the contract day or after the end of the contract day the rate of per diem per hour for attendance at the meeting(s).

**14.2.9-**If the district mandates a training for certified employees, the rate of compensation shall be at the employee's per diem rate.

**14.3-**As a means of providing teachers with appropriate breaks and additional planning time, the district shall have all recess periods covered by non-certificated personnel. This includes before school, morning, noon, and afternoon recess and after school duty. In the event of a shortage of personnel, teachers may be asked to volunteer to help with duty in any emergency.

## **ARTICLE XV. Employee Contracts**

**15.1-**Employee contracts shall be subject to and consistent with Washington State law and terms and conditions of the Agreement. Signing of the individual contract by the employee shall constitute agreement with the placement on the salary schedule and said employee shall have no legal recourse regarding such placement, unless filing objection at the time of signing, nor is it subject to the grievance procedure; however, employees shall have until October 1 of each year to present official college credit transcripts (of courses previously approved by the educational credit committee) in order to have their placement on the salary schedule adjusted for that year. The district shall provide a credit status report upon employee request.

**15.2-**The District and the PEA shall work together to clarify the salary schedule issues for employees. All employees shall be notified in writing by the District that there may be an error in their salary schedule placement. Mutually agreed errors in underpayment and overpayment of employee salaries based on salary schedule misplacement shall be corrected retroactively to the first day of the school year. The District shall not seek repayment of overpayments which occurred prior to the beginning current school year except for those employees who were notified and corrected in the previous school year. Both underpayments and overpayments shall be recouped by the end of the school year in which the error is found.

**15.3-**An employee shall receive a one (1) step advancement on the salary for each year of experience in the district. An employee's number of years of experience shall be computed on an accumulated basis only. The accumulated total shall be rounded off to the next year if the part year total was for at least one semester on full-time basis. Part-time employees are based on a prorated basis. An employee's number of years of experience shall be computed in accordance with appropriate statutes.

**15.4-**Military experience shall count up to one year on the salary schedule and shall be granted; subject to the district receiving a copy of the employee's military DD-214.

**15.5-**The total length of an employee's individual contract shall be equal to the legislative mandated school year.

**15.6- Enrichment Days** The Enrichment stipend is in recognition for responsibilities outside of basic education duties that supplement the regular program of instruction. The District and Association will form an enrichment subcommittee to determine the duties that fit under enrichment stipend. Subcommittee will consist of four (4) individuals from both the District and PEA, selected by the respective teams.

Enrichment Days will follow the schedule below for School Years 2023-2026

4 District Days

3 Enrichment Days

1 Day Safe School Training

## **ARTICLE XVI. Professional Development**

**16.1-**Effective staff development is necessary in providing continuing opportunities for employees. To that end the district may, from time to time, implement employee development activities such as classroom observation or visitation and employee workshops. The employee shall report back to the relevant staff presenting an overview of the program observed.

**16.2-**A one-day visitation period will be made available, upon prior approval of the Administration, to any employee who wishes to observe in an outside school district. The observation would include an outstanding program and/or instructor in the employee's job area.

## **ARTICLE XVII. Employee Facilities and Support**

**17.1-**The district will strive to maintain each building and provide in each building the following facilities and equipment for the use of the employees:

**17.1.0-**Space to store instructional materials and supplies.

**17.1.1-**A work area to aid in the preparation of instructional materials.

**17.1.2-**A desk, chair, and filing cabinet in each room, upon request.

**17.1.3-**District maintained parking area which is designated for employee parking.

**17.2-**Each grade level group, PreK-2, 3-5, and 6-8 will have a lead teacher with a job description, outlining duties and responsibilities.

## **ARTICLE XVIII. Work Station Visitations**

**18.1-**To provide individuals the opportunity to visit classrooms with the least interruptions of the teaching process, the following will be adhered to:

**18.1.0-**All visitors to a classroom will first obtain approval from the Administrator or his/her designee and the classroom teacher to be observed. Twenty-four (24) hour notice to staff is required and a limit of two (2) visitors per observation. Limit may be waived with pre-approval by the teacher. The time for the visit is to be arranged after the administrator confers

with the employee to be observed. Any visitor attending classroom activities must have a clearly defined purpose of such visit.

**18.1.1**-Employees shall be afforded the opportunity to confer with the visitor after leaving the visitation, provided the visitor concurs.

**18.1.2**-If the visitor/observer becomes a disruptive influence, the teacher has the right to terminate the observation at that time.

## **ARTICLE XIX: Collaborative Decision-Making**

**19.1**-The District and the Association agree to collaborate on decision making which impacts the educational needs of the students. This would include, but not limited to new curriculum, calendar, and building schedules, new programs and/or initiatives that impact students and staff, development of professional learning opportunities.

**19.2**-Building Leadership Teams will be active, with regular monthly meetings. Each building team will consist of the building principal, certificated and classified staff members, and a parent. Membership is determined by interest, position, and reviewed on a yearly basis to encourage equal opportunity.

## **ARTICLE XX: Class Size**

**20.1**-Refer to WAC 180.16.220, and WAC 180.16.210, Student to Certified Staff Ratio Requirements. Continuing with the present board action, class size will be held to current WAC maximums when physically and financially possible. The board agrees to attempt to maintain the following pupil class load impact upon its employees:

**20.1.0**-All classroom (teachers and specified specialists) employees shall be impacted with the following maximums to FTE (full-time equivalent) pupils for whom the employee has instructional responsibilities. The formula used to calculate class overloads shall include all mainstreamed and merged students.

**20.1.1**-Early Learning Program, in excess of 10

Options: 12 students (para support will be based on needs of students)

Grade K in excess of 20

Grades 1-3, in excess of 23

Grades 4-5, in excess 26

Grades 6-8, in excess of 28

Any administration mandated combination classes in excess of 20

**20.2**-If the administration impacts any employee above the maximum, then the following shall apply (within two (2) weeks from effective date of exceeding the maximum).

**20.3-**At all grade levels (K-8) where the maximum is exceeded by two (2) pupils, a teacher's assistant will be provided on a half-time basis at elementary and by class period at the middle school until the overload is decreased to the agreed maximum.

**20.3.0-**If exceeded by three (3) students, a full-time teacher's assistant shall be provided until the overload is decreased to the agreed maximum.

**20.3.1-**At elementary levels K-5, where class size necessitates a teacher's assistant for a given class, a teacher's assistant will be provided for the said class during a specialist (library, PE, and music) times.

**20.2.2-**At early learning level, unless agreed upon otherwise by negotiation, one (1) teacher's assistant will be provided on a full-time basis. Where the maximum is exceeded by three (3), an additional teacher's assistant will be provided on a half-time basis until the overload is decreased to the agreed maximum. Where a maximum is exceeded by four (4) students, the half-time position will become a full-time position until the overload is decreased to the agreed maximum.

**20.2.3-**If the impacted employee or the administration deems that the district or student needs would be better served with a different solution than the above, the employee and/or administrator may submit an alternative plan to the superintendent for consideration.

**20.4-Overload Choice** In the event that class(es) size(s) necessitates creating combination overload class(es), open negotiations between administration and involved teachers may be held at the request of either impacted teachers or administrator. These negotiations would determine whether impacted teacher(s) want(s) to remain at their current overload status or refer students to the overload combination class(es). Teacher assistant provisions would remain intact for teachers choosing to remain at the overload status. Impacted teachers will have the option of having a PEA representative present during negotiations if desired.

**20.5-**The impact of Special Education, Title I, LAP and 504 students on individual classes shall be a negotiable issue at any time that negotiation is requested by the impacted classroom teacher. Negotiations will be between the teacher and involved administrator(s) with the goal of assessing and relieving the impact on the regular program by assigning additional assistance to the classroom. In the event that an agreement cannot be reached, the matter shall be negotiated by the impacted teacher, an association representative, involved administrator(s), the superintendent, and appropriate specialists (i.e. school psychologist, counselor, etc.). If still not resolved, the matter will be referred to the grievance procedure. This provision does not negate the class size provisions stated above.

**20.6-**It is recognized that every effort should be made to insure equitable treatment for all employees in terms of class and caseloads, and that every effort will be made in these negotiations to insure this equality.

**20.7** Caseloads not to exceed 25 students. Case managers will receive one IEP paper day each year to be used within the 180-day contract.

**20.8-Library Assistance** One-half (.5) workday of paraprofessional assistance will be assigned to each school library daily. Additional paraprofessional assistance due to increased student numbers or class contact times will be yearly, negotiable issues. Negotiations will involve impacted administrator(s) and librarian(s)/media specialist(s) impacted. The certified staff involved in negotiations will have the option of including a PEA representative.

**20.9-**Before impacting any employee with students which would exceed the agreed maximum, the building administrator shall make every effort to adjust class schedules so that no employee shall be impacted with students above the agreed maximum.

## **ARTICLE XXI: Assignment and Transfer**

**21.1-Voluntary Transfer** Assignment of personnel will be the responsibility of the employer with all assignments made in accordance with appropriate regulations of the State Board of Education, the district Affirmative Action policy, and this agreement.

**21.2-**All employees will be subject to the transfer provided they are qualified to fill the position. In making transfer decisions, the best interests of the district will also be considered.

**21.3-**All vacancies and new positions occurring during the working year shall be reported to the Association and posted in the staff room on the bulletin board. A minimum of seven (7) calendar days shall be allowed before the position is filled. Any current employee shall be given first consideration for that position the following school year, provided their interest in said position is made known in writing.

**21.4-**All known vacancies for the following work year shall be reported to the Association and posted. The job posting list shall be updated, as new vacancies become available, with the new listing being circulated to the employees in the bargaining unit.

**21.5-**By June 1, the employee shall file a written request for transfer to the employer. That employee shall then be notified, in writing, of any vacancies which occur.

**21.6-**All employees requesting a transfer to a vacancy or new position shall be notified within five (5) calendar days of the employer filling the vacancy or new position. Such notification shall include a statement of acceptance or non-acceptance and reasons therefore.

**21.7-**In addition to existing criteria for assignment and transfer of staff, the district shall apply the following criteria, in order, when determining position changes:

**21.7.0-**Qualifications of the teacher.

**21.7.1-**Requirements of the position and suitability of the teacher to meet those requirements.

**21.7.2-**Interests and aspirations of the teacher.

**21.7.3-**Seniority in district, then seniority in department.

Such assignment and transfer will not conflict with the instructional requirements and needs of the school district.

**21.9-Involuntary Transfer** Involuntary transfer will be used as a last resort to fill vacancies and will not be arbitrary or capricious and shall be implemented in the event of the opening of new schools, reduction in force, or loss of enrollment.

**21.10**-Employees involuntarily transferred will be given first consideration for voluntary transfer when a position becomes available.

**21.11**-Teachers shall be protected from involuntary transfer first who are most qualified to retain their present position based on qualifications and the requirements of the position, and who have seniority in the district and seniority in the department.

**21.12**-Employees required by the superintendent or principal to change classrooms or assignments will be compensated one day per diem to set up classroom.

**21.13-Job Sharing** The district shall comply with the requirements of Policy 5222 regarding job sharing.

**21.13.0**-For the purpose of this agreement, job sharing shall mean the sharing of a single staff position by two (2) individuals.

**21.13.1**-Job sharing assignments will be filled only if the two individuals agree to work together, and the administration approves of the joint plan.

**21.13.2**-Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan developed with the building administrator and the job sharers. The ultimate decision about the plan or any modification of the plan rests with the building administrator.

**21.13.3**-Proposals for job sharing shall be submitted to the principal for determination by May 1st.

**21.13.4**-When a shared position is terminated, the employees may be re-employed in a comparable full-time position if and when such a position is available.

**21.13.5**-Salary, fringe benefits, sick leave, seniority, and other benefits will accrue to a person in a shared time position on a pro rata basis. The experience and educational step for the employee will be calculated in accordance with rules and regulations governing employee placement on the negotiated salary schedule. Retirement calculation shall be consistent with regulations of the DRS Department of Retirement Systems governing the employment situation.

**21.14-Split Classes** First year teachers will not be assigned a split classroom.



## **ARTICLE XXII: Employee Leaves**

**22.1-Personal Leave** All employees shall be granted two (2) days personal leave per year. The scheduling of these days shall be contingent upon substitute availability. Unused personal leave may be carried over to the next year. No more than two (2) personal leave days may be carried forward from year to year. Personal leave days are available to the employee to conduct personal business that can only be conducted during a school day. The employee has the option of using a personal leave day for a professional development workshop or visitation but the district cannot require him/her to do so. Personal days may be applied and attached to non-extended weekends (two-day weekends), to create a three (3) or four (4) day weekend. Personal days cannot be used for scheduled “Snow Days” or “Professional Development” days as indicated on the annual school calendar. Employee’s using Personal Days for such events will be in non-compensated status for that/those days, unless previously approved by his/her school principal. Teachers are allowed to convert two (2) sick days to be used as personal days, per year and cannot be cashed out.

**22.2-Employees** who have more than two (2) days accumulated of unused personal leave at the completion of the school year, will be paid for two (2) days at sub rate. The District will initiate the payment in July.

**22.3-Professional Leave** A professional leave of absence may be granted to teachers in the district by the Board of Directors. Such leave may be granted for professional study, educational travel, exchange teaching in a foreign country, or for work in a field which is contributory in specific skill and subordinate to the employee's work assignment. No more than two employees per contract year shall be granted professional leave.

**22.4-The district** is obligated to reemploy a teacher on professional leave upon written request received by the district no later than March 15, prior to the school year he/she intends to return. The employee on leave shall maintain his/her place on the salary schedule. A year of experience will be recognized for each year of exchange teaching. The assignment of the returning teacher will be at the convenience of the district and in an equivalent position, if possible.

**22.5-Maternity/Paternity/Adoptive Parent Leave** Maternity leaves shall be granted upon three (3) weeks written request for up to one (1) year. The employee must give one month written request of her intent to return to work. Maternity leave shall be counted as sick leave, as provided by Family Medical Leave Act and Paid Family Medical Leave Act. If sick leave is exhausted, any additional maternity leave shall be without pay. Employee will be returned to same contracted position held prior to leave.

**22.6-Jury Duty** Leaves of absence shall be granted for jury duty. Compensation received from the court system for jury duty performed on contracted days belongs to the employee. Mileage reimbursement may be retained by the employee.

**22.7-Military Leave** Military Leave shall be granted in accordance with the district’s Military Leave Policy No. 5407, and in accordance with the military leave provisions of the Family Medical Leave Act and any applicable WAC regulations.

**22.8-Sick Leave** At the beginning of each school year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay. Sick leave shall be granted for absence caused by illness, injury, poor health, quarantine, or other disability of the employee. Up to

five (5) sick leave days may be used to care for an offspring, a spouse or parent with a health condition that requires treatment or supervision, upon approval of the administration.

**22.9-**Every employee holding a regular full-time position shall accrue a total of twelve (12) days sick leave each school year. Unused leave under this provision shall accumulate to 192 days. Sick leave days will be taken from the highest accrued day, working down toward 180 days. Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the relationship of his/her employment to a full-time position.

**22.91.0-Assault Leave** An employee who is assaulted while performing their job responsibilities shall be provided up to 3 days of assault leave per occurrence upon receipt of medical documentation in order to recover from physical, emotional and psychological injuries. The employee will also be reimbursed for any out of pocket medical expenses or damaged personal property when items damaged are used within a professional capacity.

**22.10-**Upon retirement an employee with more than 180 days of accrued sick leave will only be allowed as per state laws/regulations to buy back 180 sick leave days.

**22.11-**In the event of such illness, the appropriate deductions will be made. Sick leave shall be cumulative up to the statutory limits.

**22.12-**Pursuant to current state statute, employees may cash in unused sick leave days that are above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) days accumulated sick leave. At the employee's option, he/she can cash out his/her unused sick leave days in January of each school year following any year in which a minimum of sixty (60) days of sick leave has accrued at a rate equal to one day of employee's present monetary compensation for each four (4) days of accrued leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month.

**22.13-**At the time of separation from school district employment due to an eligible retirement or death, an eligible employee (or an employee's estate) shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full day's accrued sick leave.

**22.14-**Sick days cannot be scheduled in advanced to be used in lieu of "Snow Days" or "Professional Development" days, unless previously approved by his/her school principal. Any employee using sick days for such events will need to submit a doctor's note for the day's exclusion, either for themselves or family member. Without medical verification or prior approval, any employee using sick days for these scheduled work days will be in non-compensated leave status.

**22.15-Attendance Incentive** On the last Monday of January and the last day of school, the district shall provide one (1) day of pay at per diem to any employee who does not use any leave days (excluding Family Medical Leave Act or Bereavement) during these time periods, for a possible two (2) extra days of pay at per diem. Attendance incentive will be paid in March and August pay periods.

**22.16-Shared Leave** Under the district’s Leave Sharing Policy No. 5406, and in accordance with RCW 28A-400-380 and WAC 392-126-075, eligible employees may donate sick leave to another employee in the district provided the donating employee’s sick leave balance does not fall below 22 days. Leave may be donated to any other employee of the district provided the recipient meets the requirements for Shared Leave eligibility.

**22.17-Bereavement Leave** Bereavement leave for a death in the immediate family, (including father, mother, spouse, children, stepchildren, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or immediate household), shall be given up to five (5) days per occurrence with no deduction from the absent teacher's salary. Additional leave may be granted by the superintendent, including providing up to five (5) bereavement days for significant personal and/or foster relationships in employee’s life upon request. A death of an aunt, uncle, niece, nephew or close friend shall be the occasion for one (1) day of leave with pay. Any absence allowed under this provision shall not be deducted from sick leave unless mutually agreed upon and cannot be cumulative from year to year. Additional leave may be granted at the discretion of the superintendent.

**22.18-Emergency Leave** An emergency is defined as a suddenly precipitated problem which is of such a nature that preplanning was not possible or could not have relieved the necessity for the employee’s absence. In the event that an employee is unable to report to work due to an emergency situation, the employee may choose to take the absence as personal or sick leave.

**22.19-Serious Family Illness (Emergency) Leave** Upon Request, leave may be granted when necessary for serious illness in the immediate family in order to provide care for someone who is dependent upon the employee for medical support for up to three (3) days in any one (1) calendar year. Immediate family shall be understood to include any dependent member of the household, spouse, domestic partner<sup>z</sup>, children, siblings, and parents. In order to access these emergency, leave days, all other forms of leave must be exhausted.

**22.20-Association Leave** The acting PEA President will be afforded four (4) days of association leave each year.

## **ARTICLE XXIII: Evaluation Procedure**

### **23.1 Certificated Staff**

**Introduction** The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework, certificated staff will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

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.”

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

*To identify in consultation with classroom teachers and certificated teachers and certificated support personnel observed, particular areas in which the classroom teacher or support person needs to improve his or her performance.*

### **23.2-Applicability**

This evaluation system only applies to certificated staff, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students. The term “certificated staff” is defined, by law, as, “a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g).”

**23.2.0-**All certificated staff shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating.

**23.2.1-**The following categories of certificated staff shall receive an annual comprehensive summative evaluation:

**23.2.2-**Certificated staff who are provisional employees under RCW 28A.405.220.

**23.2.3-**Any certificated staff who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

**23.2.4-**In the years when a comprehensive summative evaluation is not required, certificated staff who received a comprehensive summative evaluation performance rating of level 3 or above in the previous school year are moved to a focused evaluation.

### **23.3-Professional Development**

Prior to being evaluated under the new evaluation system, as described herein, each certificated staff member shall receive the TPEP guide to comprehend the framework and understand the evaluation process.

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

In collaboration between the District and PEA, training will be made available to any certificated staff member on a comprehensive evaluation year.

The District will meet all state training requirements for principals/supervisors to evaluate certificated staff. RCW 28A.405.120

## **23.4-State Criteria, Framework and Scoring**

**23.4.0-**The state evaluation criteria are:

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

**23.4.1-Instructional Framework** The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson, 2022 version, and approved by OSPI. The instructional framework shall be included in the certificated staff TPEP Guide, along with other documents.

**23.4.2-Summative Scoring Rating.** A certificated staff member shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows\*:

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

\*Subject to Change

## **23.5-Definitions**

**Artifacts** Shall mean any products generated, developed or used or demonstrated, by a certificated staff member. Artifacts need not be created specifically to meet the requirements of the evaluation system. Tools or forms used as part of the evaluation process may be considered to be artifacts.

**Certificated Staff** Certificated staff who provide academically focused instruction to students and hold one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6) (a) through (e) and (g).

**Component** Shall mean the subsection of each criteria.

**Criteria** Shall mean one of the eight (8) state defined characteristics to be scored.

**Evidence.** Shall mean examples or observable practices that relate to the certificated staff member’s ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but, rather is a gathering of data to assist in the decision about level of performance. Student and parent input, generated and introduced, by the certificated staff member may be used as evidence.

**Not Satisfactory** Shall mean:

**Level 1 – Unsatisfactory** – Receiving 1 is not considered satisfactory for certificated staff member.

**Level 2 – Basic** – If the certificated staff member is on a continuing contract with more than five years of teaching experience, and if the level 2 has been received two years in a row within a consecutive 3-year period, the certificated staff member is not considered to be performing at a satisfactory level.

**Student Growth Data** Shall mean the change in student achievement between two points in time.

### 23.6-Evaluation Cycle

Goal Setting / Pre-Observation Meeting	<ul style="list-style-type: none"> <li>• Prior to the meeting, the teacher will decide on a growth goal</li> <li>• Talk about goal</li> <li>• Share and discuss lesson plan</li> <li>• Share and discuss pre-observation form</li> </ul>	Evaluation Cycle 1
Observation 1	<ul style="list-style-type: none"> <li>• Observe in class</li> <li>• Share scripting to teacher</li> </ul>	
Post Observation Meeting	<ul style="list-style-type: none"> <li>• Share observations</li> <li>• Discuss noticings</li> <li>• Score and sign/date</li> <li>• Make a copy for the teacher</li> <li>• Keep hard copy and place in file</li> </ul>	
Pre- Observation Meeting	<ul style="list-style-type: none"> <li>• Share and discuss lesson plan</li> <li>• Share and discuss pre-observation form</li> </ul>	Evaluation Cycle 2
Observation 2	<ul style="list-style-type: none"> <li>• Observe in class</li> <li>• Share scripting to teacher</li> </ul>	

Post Observation Meeting	<ul style="list-style-type: none"> <li>• Share observations</li> <li>• Discuss noticings</li> <li>• Score and sign/date</li> <li>• Make a copy for the teacher</li> <li>• Keep hard copy and place in file</li> </ul>	
Growth Goal Data/ Summative Meeting	<ul style="list-style-type: none"> <li>• Bring data to summative meeting</li> <li>• Discuss data and goals</li> <li>• Score, sign and date</li> <li>• Make a copy for the teacher</li> <li>• Keep hard copy in the file</li> </ul>	Summative

### 23.7-Comprehensive Evaluation

A. A comprehensive evaluation must be completed at least once every six (6) years.

B. Process

1. Certificated Staff Self-Assessment

- a. Prior to the pre-observation conference, the member will complete a self-assessment form and may choose to share with the administrator.
- b. The certificated staff member will use the self-assessment to help develop student growth goals and other professional goals.

2. Goal Setting The certificated staff member and evaluator shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal.

3. Evidence and Artifacts Both the certificated staff member and the evaluator will contribute to evidence collection necessary to complete this evaluation. Said collection will be accomplished openly and, whenever possible, jointly.

4. First Pre-Observation Conference The pre-observation conference shall be held prior to each formal observation. The certificated staff member and evaluator will mutually agree when a preconference and observation will occur. The purpose of the pre-observation conference is to discuss the certificated staff member’s goals, to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

5. First Formal Observation

- a. The first of at least two (2) prearranged formal observations for each certificated staff member shall be conducted within the first sixty (60) days. The certificated staff member may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than thirty (30) minutes in length.

- b. The observation will occur no later than ten (10) working days after the pre-observation meeting.
  - c. Observations will not take place on half days, late start days, the day before Winter or Spring Break, or on days of an assembly or a modified schedule (excluding Wednesdays) unless otherwise agreed to by the teacher.
  - d. The evaluator will document all formal observations using the negotiated Danielson framework form and provide copies to the certificated staff member within five (5) working days.
  - e. The certificated staff member or evaluator may provide additional evidence to aid in the assessment of the certificated staff member's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom.
6. First Post-Observation Conference
- a. The collaborative, post-observation conference between the evaluator and certificated staff member will be held no later than five (5) days after the formal observation, unless a request for extension is mutually agreed upon.
  - b. The purpose of the post-observation conference is to review the evaluator's and certificated staff member's evidence related to the scoring criteria and rubrics, during the observation, and to discuss the certificated staff member's performance.
  - c. If there is determined to be an area of concern, the evaluator will identify specific concerns for meeting the applicable criteria and provide possible solutions to address the concern, in writing.
  - d. If the certificated staff member believes the scoring criterion score did not properly consider certain certificated staff member's evidence, if there is an assertion that procedures outlined in this section were not followed, and/or criteria were not objectively scored, upon request of the certificated staff member shall be granted the opportunity for an additional evaluator to review and score the evidence. The said evaluator will be determined by the Superintendent.
7. The second and final round of conferences and observation shall occur no later than Spring of that year, before April 15<sup>th</sup>. Round two (2) procedures shall follow the same guidelines as the procedures outlined for the first round, in Section Six (6) B, provisions four (4) through six (6).
8. Informal Observations
- a. An informal observation is a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence. Whenever possible the evaluator will elicit certificated staff member's suggestions on when these observations might be best suited to occur in order to gather the specific criteria evidence required.
  - b. An evaluator may conduct any number of informal evaluations.
  - c. Observations do not have to be in the classroom. Department or other collegial meetings may be used for Informal Observations.



- d. All informal observations may be documented in writing and a copy will be provided to the certificated staff member within five (5) days of the informal observation. However, if there is an area of concern based upon any such informal observation, the certificated staff member shall be notified in writing in order for that evidence to be used in the evaluation process.
- e. Any time after an informal observation, a certificated staff member or evaluator may request a post-observation conference to discuss the informal observation and offer additional evidence that may be pertinent.

9. Final Summative Evaluation Conference

- a. No later than May 10th, the evaluator and certificated staff member shall meet to discuss the certificated staff member's final summative score. The evaluator will determine the final summative score, including the student growth score, by an analysis of the evidence. This analysis shall take a holistic assessment of the certificated staff member's performance and growth over the course of the year.
- b. The certificated staff member has the right to provide additional evidence for each criterion to be scored, provided it is shared by May 1<sup>st</sup> with the understanding that the majority of the evidence should have already been presented and discussed during the pre and post conferences.
- c. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- d. The certificated staff member will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the certificated staff member does not, however, necessarily imply agreement with its contents. The certificated staff member may attach any written comments to the final annual evaluation report as well.

**23.8-Focused Evaluation Option**

The Focused Evaluation Option (FEO) focuses on improvement of teaching skills, content knowledge, techniques, and abilities.

- A. The professional growth activity shall be proposed by the certificated staff member at the first pre-observation conference, but must be approved by the evaluator.
- B. The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the certificated staff member chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in criteria 3 or 6.
- C. The role of the evaluator is to assist the certificated staff member in developing the professional growth activity and then to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement it.
- D. The score received on the selected criterion is the score assigned as the final summative score.

- E. A group of certificated staff members may focus on the same evaluation criteria and share professional growth activities. This collaboration should be initiated by the certificated staff member(s) and no individual shall be required to work on a shared goal.
- F. Observations, conferences and schedules for the focused evaluation shall follow the guidelines set forth in the Comprehensive Evaluation process and Evaluation Cycle.
- G. If a FEO results in an unsatisfactory or basic rating, the certificated staff member will be required to complete a comprehensive evaluation cycle the following year.

### **23.9-Student Growth Criterion Score**

- A. 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, 6.2, and SG 8.1. Evaluators add up the raw score on these components and the certificated staff member is given a score of low, average or high based on the scores below:
  - 1. Low 5-12
  - 2. Average 13-17
  - 3. High 18-20
- B. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the certificated staff member's assignment. It will include certificated staff member initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
- C. If a certificated staff member receives a 4 – Distinguished summative score and a Low student growth score, they must be automatically moved to the 3 – Proficient level for their summative score.

If a certificated staff member receives a low student growth score on the summative evaluation: at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

- 1. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and certificated staff member information based on appropriate classroom, school, district, and state-based tools and practices and/or;
- 2. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectation; attendance; extent to which curriculum, standards, and assessments are aligned and/or;
- 3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices

related to instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or;

4. Create and implement a professional development plan to address student growth

### **23.10-Provisional Employees**

- A. Before non-renewing a provisional certificated staff member, the evaluator shall have performed an evaluation in accordance with each provision of Section 6 above.
- B. The District will provide a mentor to any at-risk provisional certificated staff member upon request.

### **23.11-Probation**

- A. At any time after October 15<sup>th</sup>, a non-provisional certificated staff member whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.
- B. The following comprehensive summative evaluation performance ratings mean a certificated staff member's work is not judged satisfactory:
  1. Level 1; or
  2. Level 2 if the certificated staff member is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.
- C. During the period of probation, the certificated staff member may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.
- D. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15<sup>th</sup> of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of experience and has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of less than level 2.

- E. The establishment of a probationary period does not adversely affect the contract status of the certificated staff member within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the certificated staff member an opportunity to demonstrate improvements in his or her areas of deficiency.
- F. The establishment of the probationary period and the giving of the notice to the certificated staff member of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.
- G. During the probationary period the evaluator shall meet with the certificated staff member at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the certificated staff member.
- H. The evaluator may authorize one additional certificated staff member to evaluate the probationer and to aid the certificated staff member in improving his or her areas of deficiency.
  - 1. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district.

### **23.12-Notice of Discharge, Removal From Assignment**

**23.12.0**-When a continuing contract certificated staff member with five or more years of experience receives a comprehensive summative evaluation performance rating of 2 or below for two consecutive years, the school district shall, within ten days of the completion of the second summative comprehensive [comprehensive summative] evaluation or May 15<sup>th</sup>, whichever occurs first, implement the certificated staff member notification of discharge as provided in RCW 28A.405.300.

**23.12.1**-Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the certificated staff member 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 certificated staff member nor may it adversely affect the probationary certificated staff member's compensation or benefits for the remainder of the certificated staff member's contract year. If such reassignment is not possible, the district may place the certificated staff member on paid leave for the balance of the contract term.

### 23.13- Knowledge and Scholarship In Special Fields

The ESA (Educational Staff Associate) demonstrates a depth and breadth of knowledge or theory and content in the Special Field; the ESA demonstrates an understanding of and knowledge about common school education and the educational milieu, grades K-12, and demonstrates the ability to integrate an area of specialty into the total school milieu.

All ESA's are covered under the provisions and articles of the Collective Bargaining Agreement.

**23.14-National Certification** The District will provide \$2500 to Education Support Associates who possess one or more of the following recognized national certifications:

SLP	Certificate of Clinical Competence
Registered Nurse	National School Nurse Certification
OT	National Board for Certification in Occupational Therapy (NBCOT)
PT	National Physical Therapist Examination (NPTE)
Psychologists	National Certification in School Psychology/American Bd of Prof. Psych.

\*For PTs, passage of the National Physical Therapists Examination (NPTE) will be accepted in lieu of national certification.

Each ESA holding a National Certification will have an opportunity to participate in the Medicaid billing process and will be eligible for an additional \$2500, which will be payable in August. The income from Medicaid must exceed \$10,000 annually in order for receipt of the additional \$2500.

**23.15-Job Experience** Experience for employees in positions requiring an education staff associate (ESA) certificate shall include experience for all prior positions in which the employee was required to hold a professional certificate or license. One year of experience on the salary schedule will be equivalent to working 1350 hours or more between September - August. Hours worked below the 1350-hour threshold shall be prorated.

**23.16-Clock Hours** ESA staff will follow the same district process as all certificated staff in relations to clock hours.

**23.17-Equipment** The District will ensure that each ESA department maintains current and appropriate testing equipment, protocols, scoring software and report writing material and that each ESA has timely access to routinely used equipment/materials/working computers to complete assessments in a timely manner.

### 23.18-Caseload

Occupational Therapist	See Below
Physical Therapist	See Below
Speech Language Pathologist	See Below
School Psychologist	Not to exceed 850

The case load maximum for Occupational Therapists, Physical Therapists and Speech Language Pathologists shall be an average of 1500 minutes of student service per week for a 1.0 FTE.

If a caseload maximum is exceeded, a joint meeting between the Director of Student Services or designee and involved staff will take place within eight (8) workdays. The purpose of the meeting is to select appropriate alternatives(s) to remedy the situation to be reviewed monthly. Options in alphabetical order, but not priority order, include but are not limited to additional clerical time, additional COTA/PTA/SLPA time, additional OT/PT/SLP time, additional paid IEP time at a per diem rate. Subcontracted services are not subject to the overload provisions above.

**23.19-Extended School Year (ESY)** The District will set summer dates for possible ESY by May 1<sup>st</sup>. ESA will respond within 8 working days to indicate availability. The District reserves the rights to add possible ESY dates should the need arrive.

**23.20-Compensation for Additional Time** Psychologist and MTSS Specialist may add up to 10 (ten) additional days as needed at per diem.

**23.21-Planning Period** The District will provide the current planning time buyback benefits to all ESA's relative to the ESA's contractual FTE.

#### **Article XXIV: Student/Teacher Safety and Discipline**

The District shall support employees in their lawful use of disciplinary measures to maintain order and protect the safety and wellbeing of students in their charge as well as themselves.

When an employee exercises legal authority to control and maintain discipline, said employee shall use reasonable and professional judgment. Behavior management will be in accordance with the state and federal law, district policies and established school discipline rules.

No later than September 30 of each year, each building principal shall review with his/her employees, the Student Disciplinary Standards Handbook for Staff. Such review shall include employee/employer responsibilities, building disciplinary standards, District policies on progressive student discipline procedures, and State and Federal laws regarding student/staff rights and responsibilities. This handbook will be reviewed and updated to reflect any changes in policies, laws, and standards referenced in this section annually. The District will provide staff with a data system that allows staff to have timely access to discipline incidents. Utilizing a collaborative decision-making process, school teams will determine how often reports will be provided to staff. These reports will include dates, location, and time of incidents and number of incidents per students.

Each spring, school principals will meet with staffs to review and/or make recommendations regarding building disciplinary standards and procedures to ensure uniform understanding an enforcement of building standards.

When teachers have a student exhibiting extreme behaviors that endanger themselves or others, the teacher, building administration, and other invested parties will meet to problem-solve and plan interventions, accommodations, and/or safety protocols.

Each teacher is empowered to exclude any student who creates a disruption of the educational process in violation of the building disciplinary standards while under the teacher's immediate supervision from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and teacher have conferred, whichever occurs first: provided that, except in emergency circumstances, the teacher shall

have first attempted one or more alternative forms of corrective action: provided further that in no event without consent of the teacher shall an excluded student be returned during the balance of the particular class or activity period from which the student was initially excluded.

Students who have exhibited, or have a known history of violent or threatening behavior, will be identified to the student's assigned staff, and to other staff on a need-to-know basis, as soon as the information is known. The sharing of this information will be in compliance with FERPA. Students will have access to an alternative learning location when excluded from classroom space. The purpose of the alternative learning location is to refocus and de-escalate students while minimizing outside time of the classroom.

**24.1-Emergency Procedures** Additionally, each building principal shall, by September 30, review with his/her staff the building/District emergency procedures in the event of a building lock-down, evacuation, or other occurrences(s) requiring emergency procedures. Said review shall include specific expectations of staff during emergency procedures. Said review shall additionally include notification of staff of the schedule of periodic drills and practices during the school year appropriate to the building. The review shall also include the specific building/District commitments to assist staff members in the event of said emergency occurrences.

**24.2-New Hires After September 30 Review of Discipline and Emergency Procedures**

The building principal shall review all such provisions of Student Disciplinary Standards Handbook and emergency procedures with each newly hired, contracted employee who begins work after September 30, within fifteen (15) working days of hire.

**24.3-Employee Access to Student Information** When an employee is assigned a newly enrolled student, the employee has the right to said student's records, including the building enrollment registration forms, unless otherwise restricted by law.

**24.4-Enrolling A New Student** When enrolling a new student, the District will request the parent or guardian and the student to briefly indicate in writing whether the student has:

1. Any history of placement in special education programs;
2. Any past, current or pending disciplinary action;
3. Any history of violent or disruptive behavior, gang membership or criminal behavior, and
4. Any health conditions affecting the student's educational need, including any history of self-harm and behavioral or emotional concerns

The District will always have one administrator or administrative designee present in each building. The school administrator will communicate to the employees when there will not be an administrator present and who will be the designee. The District will commit to having one (1) staff member per school assigned to behavioral interventions.

**24.6-Safety and Discipline Professional Development** Personnel assigned to work with a student whose IEP, 504 Plan, Health Plan or other documents which indicates a student may be a safety risk to themselves or others, will be provides training specific to these circumstances/documents.

The District will provide ongoing professional development for the behavior and intervention system and protocols expected to be used by employees. This refers to programs such as PBIS. Employees will also be trained in de-escalation techniques, proper restraint techniques, student trauma and

knowing their legal rights as they relate to student discipline and the safety of themselves and their students.

## **ARTICLE XXV: Reduction in Force**

**25.1-Need for Reduction in Force** The necessity for, and the extent of, reduction in force will be determined by the Board of Directors after receiving the recommendation of the superintendent. The following discusses the factors considered in determining the education program to be provided and the employees who will be employed to provide the educational program.

**25.2-Reduction In Force Procedures** In making a recommendation on the educational program to be provided by the district in case of a reduction in force, the superintendent shall give consideration in the order listed, to the following factors:

- 25.2.0** The needs of students as developed by historical grade enrollments of students, requirements for accreditation, and the minimum program requirements.
- 25.2.1** The board, having determined all funds available for the implementation of the educational program;
- 25.2.2** The curriculum offerings based on the material developed under the preceding two paragraphs; and
- 25.2.3** The number and category of employee positions required to operate the educational program developed under the preceding paragraphs.

If an educational program in the district is to be reduced or eliminated, the superintendent shall develop a list of certificated staff to be recommended to the Board of Directors for retention by the district to fill the positions required to operate the educational program as defined in the preceding section pursuant to the following procedure:

- 25.2.4** The following categories are hereby established to ensure the qualifications of certificated staff assigned to retained positions provided that the most senior qualified certificated staff will be retained.

Grades PreK-8 Employees certified to, and currently teaching in grades PreK-8.

Specialists Employees certified to, and currently teaching in, positions not included in the preceding two paragraphs above, provided that the position is covered by this Article.

Throughout these categories, certification and "currently teaching" is construed as the date of the Board's Resolution to implement this reduction in force procedure.

After the board determines the number of positions which will be required within each category (i.e., PreK-8, and Specialists) employees will be retained in the category appropriate to the position held at the time of implementation of this procedure. An employee shall also be retained in additional categories if the employee qualified for that category; provided that employees will be considered for



additional categories only if they are not to be retained in the category appropriate to the position held at the time of implementation of this procedure.

When more than one person qualifies for a particular position under the criteria listed above, the employee who has the greatest length of service as an employee (teacher) within the State of Washington shall be given the position. In the event a tie exists, the employee who has the greatest length of service as an employee in the Pioneer School District No. 402 shall be given the position. In the event ties still exist under the criteria listed above, the employee who has achieved the greatest horizontal advancement on the salary schedule shall be given the position.

**25.3-Board Review and Action** The Board of Directors shall review the recommendation of the superintendent. After review, the board shall take such action as may be necessary and such notice shall be given to certificated staff members as required by law. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for a period of one (1) year. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified for which they are qualified. If more than one such employee is qualified for an open position, the most senior employee shall be offered the position.

It shall be the responsibility of each employee placed in the employment pool to notify the superintendent of his/her current mailing address.

When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school district to such individual(s) will be by certified mail to the address last given by the employee or by personal delivery. Such individual(s) will have five (5) calendar days from the receipt of the letter to accept the position.

Teachers notified by certified mail to last known address shall accept or reject the recall within five (5) working days of the notification and be available for work within ten (10) working days of recall.

## **ARTICLE XXVI: Grievance Procedure**

**26.1-General** Every effort shall be made to settle grievances at the lowest possible level of the grievance procedure. A grievant shall mean an individual employee or the Association.

Grievances will be processed in the following manner and within the stated time limits:

**26.1.0 Step 1** The grievant shall attempt to resolve the grievance informally with his/her principal.

**26.1.1 Step 2** If the grievance is not resolved informally, it shall be reduced to writing by the grievant who shall submit it to the principal. If the grievant does not submit his/her grievance to the principal, in writing, in accordance with Step 1 within fifteen (15) school days after the facts upon which the grievance is based first occurred, or first became known to the grievant, the grievance will be deemed waived. The grievant may be accompanied by an Association representative when presenting the written grievance.

The principal will reply, in writing, to the grievant within five (5) school days after the receipt of the written grievance.

**26.1.2 Step 3** If the grievance is not resolved in Step 2, the grievant will file a written grievance within ten (10) school days and deliver this to the Superintendent. The Superintendent will respond to the grievant within five (5) school days. A grievance hearing will be scheduled by the Superintendent in which both the grievant and the building administrator may present their cases. The Superintendent will then have five (5) days to respond to both parties, in writing, the decision of resolving the grievance.

**26.1.3 Step 4** If the grievant does not agree with the decision of the Superintendent, they may appeal to the Board of Directors. This will be done within ten (10) school days after the decision by the Superintendent. The appeal must be delivered to the Superintendent, who will then schedule a grievance hearing between the grievant and the Board of Directors. The Superintendent will respond within five (5) school days to the grievant with a date for the grievance hearing with the Board of Directors. The Board of Directors will then have five (5) school days to render a decision to resolve the grievance. The Board Chair will meet with the grievant to present the findings and decision.

**26.1.4 Step 5** :If the grievant does not agree with the decision of the Board of Directors, they will file a written request for arbitration. This request must be delivered to the Superintendent within ten (10) school days after the written decision of the Board of Directors. The issue must involve the interpretation, application, or meaning of a specific provision(s) of this Agreement.

When a timely request has been made for arbitration, the grievance will be appealed to arbitration under the voluntary rules of the American Arbitration Association. The arbitrator will schedule a hearing on the grievance and, after hearing such evidence as the parties' desire to present, shall render a written decision.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, modify or amend any terms of this agreement.

At the conclusion of a grievance, all parties (teacher(s), PEA, and District) will receive the resolution in writing for their records.

**26.2-Monetary Provisions** Should an arbitrator require that an employee be released from his/her assignment, he/she shall be released with pay and benefits paid by the losing party.

Each party shall bear all costs of producing their own witnesses, preparation of exhibits and other materials to include the production of a record or transcript of the proceedings unless such record or transcript is desired by both parties. The fee and expenses of the arbitrator and the cost of the hearing room shall be paid by the losing party.

**ARTICLE XXVII: Economic Provisions**

**27.1-**It is the intent of the parties to provide the maximum salary for certificated instructional staff

**27.1.0** The district will provide sufficient funds to pay salaries for all certificated instructional staff with a current negotiated salary schedule.

2023-2024 school year- 6.0%    2024-25 school year- 4.5%    2025-2026 school year- 4.5%

**Longevity:** Employees who have 16 years of service to the District will receive an additional 2% in salary and will be paid out in a lump sum at the end of June.

**27.1.1** Any additional salary capacity allowed as a result of the state legislature action to correct salary errors or increases for the current school year will be applied to the adopted base salary and will be in addition to the amount agreed to in Item A, above; provided that additional moneys received for the current year will not exceed the current allocation base.

**27.1.02** All employees (both PEA and non-PEA) will be paid on the same negotiated salary schedule.

All certificated staff employees will be placed on the current salary schedule based on hard credit placement; and those employees not having hard credits for placement will have their salaries frozen at the current salary dollar amount until the salary schedule catches up to them or they obtain the hard credits to move up.

Any credits for advancement on the negotiated salary schedule must be certified by an accredited college or university, and the official transcripts must be on file in the district office.

**27.2-Extra-Curricular Stipends** (Based on the following % of base pay, as per negotiated salary schedule)

All 6 <sup>th</sup> grade Outdoor Education	4.0 (dependent on funding)
One (1) ASB	4.0
One (1) Athletic Director	7.5
Two (2) Highly Capable Teachers	4.0
One (1) Primary Lead Teacher	4.0
One (1) Intermediate Lead Teacher	4.0
One (1) Middle School Lead Teacher	4.0
Two (2) Music Teachers	4.25
All WAKIDS – Kindergarten	4.0

If no staff within the district want the positions:

- A. The district will advertise outside the district to other schools.
- B. Qualified community members will be contacted as a last effort.

## **27.7-Insurance Benefits**

**27.71-Insurance Benefits and Retiree Subsidy** The employer shall provide for all employees a family medical/dental/vision program. Beginning September 1 of each year of the contract, the District shall provide the state health benefit allocation per FTE, funded by the legislature, toward the payment of premiums for approved insurance plans. Employees who are less than full (1.0) FTE shall receive prorated allocations.

**27.72-School Employees Benefit Board (SEBB)** District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

- A. Eligible employees for medical coverage is defined by HCA
- B. Plans offerings, premium rates and employee contributions are all determined by HCA
- C. District payments for employee contribution are determined by HCA

**27.73-Paid Family and Medical Leave (PFML)** The District will pay the employer premium for the Washington PFML

**27.8-Private Vehicle Mileage Reimbursement** The employer shall reimburse the employee at a rate to be determined by the Office of Fiscal Management whenever an employee utilizes a private vehicle on district-approved business.

**27.9-Tuition Incentive Program** Tuition incentive will be offered at the amount of \$500 per certificated staff member for class/workshop enrollment and credit fees. All claims must be accompanied by appropriate receipts. All class/workshop enrollments and credit fees must be approved by the administration prior to enrollment.

Moneys not used for tuition incentive grants will be placed in a pool for equitable distribution of the unused dollars up to an additional \$300 per certificated staff beyond the \$500 base. All claims must be submitted to the superintendent's office no later than August 1 of each year.

In the event that a class/workshop offers supplies, materials, and/or technology devices as a part of the fee, it is understood that those materials or devices will become the property of the Pioneer School District. These supplies, materials, and/or technology will remain at the discretion of the employee who attended the class/workshop. When these supplies, materials, and/or technology – 3 years old, are declared as surplus by the district the employee mentioned above will be considered first for the purchase of the equipment. It is also agreed that any technology devices received under this program must be protected from potential security threats by district approved software.

**27.10-Consumables Fund** All certified staff will have available \$250 each year to purchase classroom supplies as needed. This fund shall be available from the beginning of school until June 15. Principals will communicate to staff the accessibility and procedures for use of this fund. Staff who have dual assignments shall be provided with an additional \$150.00. Certificated staff members teaching at both the elementary and middle school will be eligible for an additional \$150. The intent of this fund is to recognize that, in some instances, staff members need to purchase items on short notice. Receipts must accompany any reimbursements.

Staff will reimburse the district if they exceed the classroom allocation.

**ARTICLE XXVIII: Employee Rights**

**28.1-**The employer shall not unlawfully discriminate against any employee on the basis of age, race, creed, color, national origin, sex, marital status, sexual orientation, family, domicile, handicapping condition, political activity or lack thereof, membership or organization activities in any employee organization.

**28.2-**Criticism of any agent of the District (staff, administration, or board) shall be made in confidence, and never in the presence of students, parent of students, or other employees, or at any public gatherings. All criticisms shall be confidential.

**ARTICLE XXIX: Annexation**

**29.1-**If annexation occurs, the following will apply to all certificated staff covered under this agreement: No loss in hours, wages, and terms and conditions of employment during the duration of this contract.

**ARTICLE XXX: Duration**

**30.1-**The duration of this agreement shall be from September 1, 2023 to August 31, 2026 with re-openers to address legislative impacts. Re-openers are to show good faith in making adjustments by the District and Association for the betterment of employees and District.

**30.2-**The employer agrees to notify the Association of any contemplated changes in policies and/or practices not covered by the Agreement that affect wages, hours, terms and conditions of employment. Such notification shall be in writing, and the Association shall have the right to present their position.

**30.3-**The District and Association agree to have a calendar committee made up of equal parts association and administration members. Other bargaining units, in equal parts, may or may not be involved in the bargaining committee. A final calendar will be brought to the board no later than February 15<sup>th</sup> of the new year. Legislative re-openers may be applicable.

**ARTICLE XXXI: Entire Agreement Clause**

**31.1**-This agreement expressed herein constitutes the entire agreement between the parties and no oral statement shall add to or subtract from any of its provisions. This agreement shall supersede any rules, regulations, or practices which are contrary to, or inconsistent with its terms and provisions.

**ARTICLE XXXII: Attestation Clause**

Signed this 25<sup>th</sup> day of July, 2023 at Shelton, Washington.

FOR THE ASSOCIATION

FOR THE DISTRICT

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**ADDENDUM A - 2023-2024 Salary Schedule**

**Pioneer School District PEA Salary Schedule-2023-2024 School Year**

**(Total Compensation (Base +Enrichment))**

2023-2024 School Year								
Step	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90/PHD
0	\$58,462.00	\$60,041.00	\$61,678.00	\$63,316.00	\$68,578.00	\$70,091.00	\$75,351.00	\$78,744.00
1	\$59,249.00	\$60,849.00	\$62,508.00	\$64,218.00	\$69,534.00	\$70,871.00	\$76,186.00	\$79,554.00
2	\$59,998.00	\$61,615.00	\$63,289.00	\$65,134.00	\$70,434.00	\$71,654.00	\$76,955.00	\$80,361.00
3	\$60,772.00	\$62,403.00	\$64,095.00	\$65,998.00	\$71,288.00	\$72,399.00	\$77,685.00	\$81,174.00
4	\$61,529.00	\$63,233.00	\$64,935.00	\$66,903.00	\$72,224.00	\$73,178.00	\$78,499.00	\$82,014.00
5	\$64,307.00	\$65,025.00	\$65,743.00	\$67,822.00	\$73,123.00	\$73,970.00	\$79,274.00	\$82,857.00
6	\$65,116.00	\$65,841.00	\$66,569.00	\$68,751.00	\$74,026.00	\$74,781.00	\$80,059.00	\$83,660.00
7	\$66,545.00	\$67,288.00	\$68,030.00	\$70,331.00	\$75,686.00	\$76,303.00	\$81,655.00	\$85,359.00
8	\$68,703.00	\$69,469.00	\$70,234.00	\$72,725.00	\$78,152.00	\$78,695.00	\$84,125.00	\$87,961.00
9		\$71,774.00	\$72,567.00	\$75,146.00	\$80,700.00	\$81,114.00	\$86,672.00	\$90,640.00
10			\$74,924.00	\$77,690.00	\$83,317.00	\$84,055.00	\$89,291.00	\$93,389.00
11				\$80,309.00	\$86,060.00	\$86,281.00	\$92,032.00	\$96,212.00
12				\$82,845.00	\$88,876.00	\$89,003.00	\$94,846.00	\$99,155.00
13					\$91,760.00	\$91,820.00	\$97,731.00	\$102,165.00
14					\$94,657.00	\$94,721.00	\$100,819.00	\$105,293.00
15					\$97,120.00	\$97,183.00	\$103,440.00	\$108,031.00
16					\$99,062.00	\$99,126.00	\$105,508.00	\$110,190.00