



2016 Tentative Agreement Summary

Highlights and Common Language

This document is a digest of the compensation settlements for each unit and common language pertaining to multiple contracts. Anything underlined in this document is the new contract language. Other language is summarization of new changes. Any section that is not addressed in these documents remains the same. The purpose of this document is to provide a summary of the tentative agreement for the 2016 General Membership Meeting and is pending ratification.

Duration

The contract duration for all units is 3 years.

Salary, Stipends and Benefits:

Certificated

Stipends:

	Year 1	Year 2	Year 3
TRI	<p>*7 new hours of professional development added January (in addition to already existing TRI hours)</p> <p>*3 hours for Principal/program led Professional Development (in addition to already existing 6 hours)</p> <p>*Equals to .8% increase</p>	<p>*7 additional hours in August added for training. (in addition to collaboration day and teacher work day that already exists)</p> <p>*Equals to .55% increase</p>	
Professional Responsibility	3.5%	3%	2.5%
TOTAL	3.5% + .8% + 1.8% (COLA) = 6.1%	3% + .55% + COLA	2.5% + COLA

Benefits: \$25 per month per member into a VEBA account

Secretarial Clerical

Year 1: 3% + 1.8% (COLA) = **4.8%**

Year 2: **3%** + COLA

Year 3: **3%** + COLA

Stipends: Rolling the clothing/materials stipend, certificate stipend and ESP training stipend into one stipend called "Contract Incentive Stipend", paid in equal installments over 12 months. It will be increased each year by the bargained contract increases. SEE TA document for details. All other stipends remain the same.

Benefits: \$25 per month per member into a VEBA account

Nutrition Services

Year 1: 3.5% + 1.8% (COLA)= **5.3%**

Year 2: **3%** + COLA

Year 3: **3%** + COLA

Stipends: Rolling the clothing/materials and ESP training stipend into one stipend called "Contract Incentive Stipend", paid in equal installments over 12 months. It will be increased each year by the bargained contract increases. SEE TA document for details. All other stipends remain the same.

Benefits: \$25 per month per member into a VEBA account

Unified Trades

Year 1: 1.5% + 1.8% (COLA)= **3.3%**

Year 2: **2.5%** + COLA

Year 3: **2.5%** + COLA

Stipends: Rolling the clock hour stipends, employee stipend and longevity stipend into the salary schedule. Longevity will now start at the 19th year rather than 20th year. It will be increased each year by the bargained contract increases. All other stipends remain the same. See TA document for details.

Benefits: \$25 per month per member into a VEBA account

Custodial/Grounds/Warehouse

Year 1: 1.5% + 1.8% (COLA)= **3.3%**

Year 2: **2.5%** + COLA

Year 3: **2.5%** + COLA

Stipends: Rolling the clothing/materials stipend and ESP training stipend into one stipend called Contract Incentive Stipend, paid in equal installments over 12 months. It will be increased each year by the bargained contract increases. SEE TA document for details. All other stipends remain the same.

Benefits: \$25 per month per member into a VEBA account

Educational Support Staff (ESS)

Year 1: 3% + 1.8% (COLA)= **4.8%**

Year 2: **3%** + COLA

Year 3: **3%** + COLA

Paraeducators Differential: Employees in the following job titles shall receive an additional pay differential:

Sacred Heart, ADAPT, BI, DI, MHOH, ABLE, OI, Student, preschool and Itinerants

Amount of differential:

Year 1: **2.5%**

Year 2: **3%** in addition to year 1 (totaling 5.5% for year 2 just in the differential)

Year 3: **2.5%** in addition to year 2 (totaling 8% in year three for the differential)

Stipends: Rolling the clothing/materials stipend, ESP training and certificate/license stipend into one stipend called Contract Incentive Stipend, paid in equal installments over 12 months. It will be increased each year by the bargained contract increases. SEE TA document for details. All other stipends remain the same.

Benefits: \$25 per month per member into a VEBA account

Calendar

- A. The adopted calendars are found in Appendix 2 of this Agreement. For classified staff with a work year less than twelve (12) months, refer to Dates of Employment information attached in Appendix of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
 1. The Wednesday and Thursday Monday, Tuesday, and Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher work day. The order of these days shall be determined by the affected members in each building. For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.
 2. The Friday before the first day of school shall be a non-work day for employees.
 3. The first day of instruction shall be on the Tuesday between August 28 and September 3. If the first day of instruction would fall after Labor Day, the parties will come together to schedule the first day of instruction. The first day of instruction shall be the last Thursday in August. When not feasible, the parties will come together to schedule the first day.
 4. Veteran's Day, Labor Day, Veteran's Day (observed), Martin Luther King's Birthday, President's Day, and Memorial Day shall be non-student days.
 5. The state designated curriculum day in October shall be a non-student, teacher work day, and is used for District Directed TRI time. For the 2015-16 school year, this day shall be Friday, October 9, 2015. The purpose of this day shall be TPEP training.
 6. The second Monday in March shall be a non-student, non-work day during which the District may provide optional training. This day will be a designated snow make-up day. For the 2015-16 school year, this day shall be March 11, 2016.
 7. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student, non-working days. When not feasible, the parties will come together to schedule the break.
 8. Winter Break shall be two (2) weeks long and shall be inclusive of three (3) weekends. When not feasible, the parties will come together to schedule the break.
 9. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
 10. Professional Learning Improvement days and Professional Peer Learning early release days will be designated in the attached calendars.
 11. The conference schedule is addressed in the parent teacher conference section.
 12. Semester Break day is designated in the attached calendars. This shall be a non-student day unless the day is needed for a Weather Make Up day, consistent with the order designated on the published calendar.
 13. The last day of the school year will be a half-day for students. It shall be a three (3) hour day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees must work their assigned hours or take leave. End of year check-out may not interrupt instruction.
 14. Snow Days Weather make-up: If snow weather make-up days are necessary, they will be placed as follows used in the order designated on the published calendars.

SEE CALENDARS ATTACHED

Professional Peer Learning (PPL):

Professional Peer Learning is one hour and fifteen minutes on Friday (1.25), 12 times throughout the year. This is early release time. Students at the elementary level will leave at 1:45pm, at middle school at 2:15pm, and high

school at 1:15pm. Current contract language continues to exist which allows certificated employees to leave at the regular end of the student day.

For Certs: Professional Peer Learning is defined as time for educators to work with one another in order to support student learning. Participation in Professional Peer Learning time must be performed with other education professionals on activities determined by the employee. Participation in Professional Peer Learning time must be performed on District property.

Express will be open for students. See the TA document for details on this time.

For ESS staff: Professional Peer Learning Time (PPL) designated as early release student time that occurs inside of the employee's regular workday may be used by the employee for assigned job responsibilities. Employees may also plan and collaborate with each other or their certificated counterparts, provided such time does not result in overtime. Up to four (4) of the PPL sessions may be organized and facilitated by the applicable department. Beginning in 2017-2018, the departments shall notify employees by September 1 of any department directed PPL planned through December 31, and by January 1 for any department directed PPL planned for the balance of the year.

For Secretaries: There is no specific language added. If this is your work time, it just means students will not be there. You will do your normal work or collaborate in your building.

2016-2017 PPL dates are scheduled for the following: September 30, October 28, November 18, December 2, January 13, February 10, February 24, March 10, March 24, April 14, April 28, and May 19. Dates for the following years can be found on the calendars at the back of this packet.

Worker's Compensation

While not in the contract, the District has agreed to look into another third party administrator, other than Sedwick.

Bereavement

"Husband and wife" has been replaced with "spouse or domestic partner". Domestic partners must be registered with the State or the district must have an affidavit of Domestic Partnership already on file for benefit purposes.

Also we have added "grandparent-in-law" to the area for two days of bereavement.

Job Descriptions

Applies to CGW, NS, SEC/CL, ESS, and UT only

During the 2016-2017 school year, the leadership teams from SPS and SEA will review and update the job descriptions covered under each unit. These changes for most units should be done by August 31, 2017 and distributed to employees. It is understood that some of the units have so many job titles that this work may go into following years. As determined by the leadership teams, individuals employed in each job description may be invited to review and provide input. Changes will need to be approved by HR.

In 17-18, employees and supervisors will be reminded to review the job descriptions prior to their evaluation each year.

Overtime

Applies to CGW, NS, SEC/CL, ESS and UT only

All paid holidays during the employee's regular work schedule are considered time worked. Leave with pay during the employee's regular work schedule is not considered time worked for purposes of determining overtime eligibility.

August

MON	TUE	WED	THUR	FRI
8	9	10	11	12
15	16	17	18	19
22	23	◆24	◆25	26
29	③0	31		

September

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	▲30

October

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	◆14
17	18	19	20	21
24	25	26	27	▲28
31				

November

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	▲18
21	22	23	24	25
28	29	30		

December

MON	TUE	WED	THUR	FRI
			1	▲2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	▲13
16	17	18	19	20
23	24	25	26	◆27
★30	31			

Significant Dates

August 24-25 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 5 Labor Day - No School
 September 30 Prof. Peer Learning / Early Release Day
 October 14 Prof. Learning Imp. Day / Non Student Day
 October 28 Prof. Peer Learning / Early Release Day
 November 11 Veterans' Day - No School
 November 18 Prof. Peer Learning / Early Release Day
 November 23-25 Thanksgiving Holiday
 December 2 Prof. Peer Learning / Early Release Day
 December 12-16 Elementary Conferences
 December 19 - January 2 Winter Break
 January 3 School Resumes
 January 13 Prof. Peer Learning / Early Release Day
 January 16 Martin Luther King Day - No School
 January 27 Prof. Learning Imp. Day / Non Student Day
 January 30 Non Student Day / Weather Makeup Day #2
 January 31 Second Semester Starts
 February 10 Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 17 No School / Weather Makeup Day #1
 February 20 Presidents Day - No School
 February 24 Prof. Peer Learning / Early Release Day
 March 10 Prof. Peer Learning / Early Release Day
 March 24 Prof. Peer Learning / Early Release Day
 March 27-31 Elementary Conferences
 April 3-7 Spring Break
 April 14 Prof. Peer Learning / Early Release Day
 April 28 Prof. Peer Learning / Early Release Day
 May 19 Prof. Peer Learning / Early Release Day
 May 29 Memorial Day - No School
 June 15 Last Day of School (Half School Day)
 June 16 Weather Makeup Day #3

February

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	▲10
13	14	15	16	★17
20	21	22	23	▲24
27	28			

March

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	▲10
13	14	15	16	17
20	21	22	23	▲24
27	28	29	30	31

April

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	▲14
17	18	19	20	21
24	25	26	27	▲28

May

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	▲19
22	23	24	25	26
29	30	31		

June

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	⑮	★16
19	20	21	22	23
26	27	28	29	30

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ◆ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Emergency Makeup Days:
 #1 February 17 #2 January 30
 #3 June 16



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August

MON	TUE	WED	THUR	FRI
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
◆28	◆29	◆30	(31)	

September

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	14	▲15
18	19	20	21	22
25	26	27	28	▲29

October

MON	TUE	WED	THUR	FRI
2	3	4	5	◆6
9	10	11	12	13
16	17	18	19	▲20
23	24	25	26	27
30	31			

November

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	▲17
20	21	22	23	24
27	28	29	30	

December

MON	TUE	WED	THUR	FRI
				▲1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	▲12
15	16	17	18	19
22	23	24	25	◆26
★29	30	31		

Significant Dates

August 28-30 .Teacher Work Days / Prof. Learning Imp. Days
 August 31 First Day of School
 September 4 Labor Day - No School
 September 15Prof. Peer Learning / Early Release Day
 September 29Prof. Peer Learning / Early Release Day
 October 6Prof. Learning Imp. Days / Non Student Day
 October 20Prof. Peer Learning / Early Release Day
 November 10Veterans' Day - No School
 November 17Prof. Peer Learning / Early Release Day
 November 23-24Thanksgiving Holiday
 December 1Prof. Peer Learning / Early Release Day
 December 18-22 Elementary Conferences
 December 25 - January 5 Winter Break
 January 8School Resumes
 January 12Prof. Peer Learning / Early Release Day
 January 15 Martin Luther King Day - No School
 January 26 Prof. Learning Imp. Day / Non Student Day
 January 29Non Student Day / Weather Makeup Day #2
 January 30 Second Semester Starts
 February 2Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 19Presidents Day - No School
 February 23Prof. Peer Learning / Early Release Day
 March 2Prof. Peer Learning / Early Release Day
 March 12 Non Student Day / Weather Makeup Day #1
 March 16Prof. Peer Learning / Early Release Day
 March 26-30 Elementary Conferences
 April 2-6 Spring Break
 April 13Prof. Peer Learning / Early Release Day
 April 27Prof. Peer Learning / Early Release Day
 May 28Memorial Day - No School
 June 14 Last Day of School (Half School Day)
 June 15 Weather Makeup Day #3

February

MON	TUE	WED	THUR	FRI
			1	▲2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	▲23
26	27	28		

March

MON	TUE	WED	THUR	FRI
			1	▲2
5	6	7	8	9
★12	13	14	15	▲16
19	20	21	22	23
26	27	28	29	30

April

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	▲13
16	17	18	19	20
23	24	25	26	▲27
30				

May

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	8
11	12	13	(14)	★15
18	19	20	21	22
25	26	27	28	29



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LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ◆ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Emergency Makeup Days:
 #1 March 12 #2 January 29
 #3 June 15

August

MON	TUE	WED	THUR	FRI
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
◆27	◆28	◆29	(30)	31

September

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	▲14
17	18	19	20	21
24	25	26	27	▲28

October

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	◆12
15	16	17	18	19
22	23	24	25	▲26
29	30	31		

November

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	▲9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

December

MON	TUE	WED	THUR	FRI
3	4	5	6	▲7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

January

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	▲18
21	22	23	24	◆25
★28	29	30	31	

Significant Dates

August 27-29 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 3 Labor Day - No School
 September 14 Prof. Peer Learning / Early Release Day
 September 28 Prof. Peer Learning / Early Release Day
 October 12 Prof. Learning Imp. Day / Non Student Day
 October 26 Prof. Peer Learning / Early Release Day
 November 9 Prof. Peer Learning / Early Release Day
 November 12 Veterans' Day - No School
 November 22-23 Thanksgiving Holiday
 December 7 Prof. Peer Learning/Early Release Day
 December 17-21 Elementary Conferences
 December 24 - January 4 Winter Break
 January 7 School Resumes
 January 18 Prof. Peer Learning / Early Release Day
 January 21 Martin Luther King Day - No School
 January 25 Prof. Learning Imp. Day / Non Student Day
 January 28 Non Student Day / Weather Makeup Day #2
 January 29 Second Semester Starts
 February 8 Prof. Peer Learning / Early Release Day
 February 12-15 Secondary Conferences
 February 18 Presidents Day - No School
 February 22 Prof. Peer Learning / Early Release Day
 March 1 Prof. Peer Learning / Early Release Day
 March 11 Non Student Day / Weather Makeup Day #1
 March 15 Prof. Peer Learning / Early Release Day
 March 25-29 Elementary Conferences
 April 1-5 Spring Break
 April 12 Prof. Peer Learning / Early Release Day
 April 26 Prof. Peer Learning / Early Release Day
 May 27 Memorial Day - No School
 June 13 Last Day of School (Half School Day)
 June 14 Weather Makeup Day #3

February

MON	TUE	WED	THUR	FRI
				1
4	5	6	7	▲8
11	12	13	14	15
18	19	20	21	▲22
25	26	27	28	

March

MON	TUE	WED	THUR	FRI
				▲1
4	5	6	7	8
★11	12	13	14	▲15
18	19	20	21	22
25	26	27	28	29

April

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	▲12
15	16	17	18	19
22	23	24	25	▲26
29	30			

May

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

June

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	(13)	★14
17	18	19	20	21
24	25	26	27	28

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ◆ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Emergency Makeup Days:
 #1 March 11 #2 January 28
 #3 June 14



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8/23/16

VEBA Information for SEA Members

What is VEBA?

The VEBA Plan is a funded health reimbursement arrangement (HRA) offered by VEBA Trust. Created in 1984, VEBA Trust is a non-profit, tax-exempt health and welfare benefit trust. VEBA Trust currently provides benefits to 50,000 public employees and retirees from more than 400 school districts, community and technical colleges, higher education institutions, and state agencies in Washington. "VEBA" stands for "Voluntary Employees' Beneficiary Association." VEBA is not an insurance plan.

Starting in September 2016 – Spokane Public Schools will contribute \$25 each month into your VEBA account. Each employee will have their own account. The district is working with VEBA to establish an automated enrollment process for members. The District/VEBA will follow-up with additional information about your VEBA account and instructions for adding dependents.

Benefits of a VEBA Plan

The VEBA Plan saves you money. You pay zero tax on contributions from your employer, earnings, and withdrawals (claims). In other words, the money goes in tax-free, is invested tax-free, and comes out tax-free. You may save up to \$300 or more in taxes for every \$1,000 contributed by your employer (tax savings are approximate and vary by individual).

- VEBA covers you, your legal spouse and qualified dependents including young-adult children through the calendar year in which they turn 26.
- Your unused account balance carries over from year to year. There is no annual "use-it-or-lose-it" requirement.
- You can accumulate funds in your account for future use, such as during retirement.
- You can elect to use a "My Care Card" and swipe it for qualified medical expenses as you would do with a traditional credit or debit card.
- If you are not enrolled in one of the District's medical plans – you can still use your VEBA for any qualified expenses that are eligible for reimbursement.
- A bargaining unit may vote to allow individuals to add money into their VEBA account. If the vote passes – all individuals in the unit are required to add the voted upon-amount. (This is new and does not impact the yearly VEBA vote currently taken.)

What Types of Expenses are Eligible for Reimbursement?

Common qualified expenses include:

- Deductibles
- Co-pays
- Coinsurance
- Prescription drugs
- Certain over-the-counter (OTC) items
- It does not cover the monthly premium that you have to pay for your medical insurance—the premium that appears on your pay stub.
- When you retire – it does cover medical insurance premiums, including Medicare and Medicare supplement plans.

What Happens to My Account if I Change Employers, Go On a Leave of Absence, or Retire?

As long as you have met all claims-eligibility requirements, you may use your account until funds are exhausted.

What Happens to My Account if I Pass Away?

If you pass away, remaining funds in your account may continue to be used by your surviving legal spouse and qualified dependent(s) to reimburse qualified healthcare expenses and premiums. Surviving spouses and dependents enjoy the same tax advantages as participants.

What Are the Fees?

Plan expenses include claims processing, customer service, account administration, printing, postage, legal, consulting, local servicing, auditing, etc. These costs are paid by a monthly, per participant fee of \$1.50 (if claims-eligible) or \$0.75 (if not claims-eligible), plus an annualized, asset-based fee of approximately 1.25%. Your account value changes daily based upon activity, which includes investment earnings/losses, contribution and claims activity, and assessment of the annualized, asset-based fee.

For More Information About VEBA – Go To:

www.veba.org

<http://swcontent.spokaneschools.org/page/2377>



Certificated Summary

This document is a digest of the settlements for the Certificated unit. Anything underlined in this document is the new contract language. Anything that has a strike-through is no longer in the contract. Other language is summarization of new changes. Any section that is not addressed in these documents remains the same. The purpose of this document is to provide a summary of the certificated tentative agreement for the 2016 General Membership Meeting and is pending ratification.

In addition to gains made as outlined in the overall summary document, the following additions were made to the Certificated Collective Bargaining Agreement:

Article VI, Section 12 - TRI Allocation

TRI Allocation Twenty Seven (27) Hours

		2016-17	2017-18	2018-19
Before School Starts	<u>District directed hours prior to the first day of school</u>	7 hours	14 hours (*7 new hours)	14 hours
Fall Professional Learning Improvement Day	<u>District directed hours. Employees unable to attend the designated trainings shall work with their supervisor to make up the hours.</u>	7 hours	7 hours	7 hours
Winter/Spring Professional Learning Improvement Day	<u>Dates are identified as Professional Learning Improvement Days on the approved district calendar.</u>	*7 new hours	7 hours	7 hours
Conferences	<u>See Parent/Teacher conferences section. Article III, Section 6</u>	7 hours	7 hours	7 hours
Building/Special Program Directed	<u>This time shall be determined by the leadership team, in no less than one hour increments. Staff assigned to special programs (see Article I, Section 1. L) will be required to attend the hours with the special program, not the building site, unless the special program does not direct the time.</u> <u>This time shall occur in no less than two (2) hour increments, three (3) times per year. Sites may use their decision-making process to deviate from this schedule.</u>	9 hours (*3 new hours)	9 hours	9 hours
		37 hours	44 hours	44 hours

- o District-Directed compensation is required and will be paid on a supplemental contract at the employee's full rate of pay in equal monthly installments during the month of July.
- o Employees who do not attend district directed hours may work with their supervisor to make up the training and time, if practicable. **Employees who do not make up the time will have the associated amount of pay deducted from the employee's July paycheck.**

Discipline MOU

Added to the end of the contract

The District and the Association agree that the following memorandum of understanding represents a commitment to perform specific activities in order to improve the school environment and address student behavior and student discipline. Specifically, the District and the Association agree that the following activities:

- The District will provide training to all principals and school staff regarding current contract language. The District may utilize SafeSchools to distribute and monitor whether this training was completed. This will be developed and distributed by November 30, 2016.
- The District will collect all school wide discipline plans from individual schools by November 30, 2016. The School Directors will review the school wide discipline plans for consistency with district policies and procedures and provide feedback to schools by December 31, 2016.
- The District will continue to provide training in restorative justice practices throughout the 2016-17 year. This training may be provided as part of the professional development time proposed by the district on non-student days.
- The District will continue to provide training in PBIS throughout the 2016-17 school year. This training may be provided as part of the professional development time proposed by the district on non-student days or as part of principal directed professional development.
- The District will develop training regarding the Child Study Team processes and best practices by February 28, 2017. After development, the District will create a plan for providing the training.
- The District and the Association will jointly work together, through a District Listening Team process to determine how to implement communication best practices – with a particular emphasis on improving the communication regarding student behavior and discipline.
- The District will update its policies and procedures associated with student behavior and discipline to in accordance with state law and regulation changes, expected to be published and adopted early in the 2016-17 school year. Any impacts to the collective bargaining agreement will be communicated to the Association prior to the first reading of the updated district policy. Any necessary changes to the collective bargaining agreement will be negotiated in the form of an MOU as soon as practicable.
- By October 15, 2016, the district will develop and publish a contact list for Student Services and Special Education departments that will include who to contact for specific issues.
- The District will work to improve student discipline and behavior data definitions and reporting accuracy. This will include communications to each school, to clarify both what and how to report student discipline and behavior data in a more consistent manner. The District will monitor this work throughout the 2016-17 school year.
- The District and the Association will jointly hold focus group meetings prior to April 2016 to evaluate the effectiveness of district efforts to improve the school environment, student discipline actions, and student behaviors.

Article 1, Section 1 – Definitions

Defined the terms Option Schools and Option Program

- Options Schools - The Community School, On-Track Academy, Spokane Public Montessori, The Enrichment Cooperative (TEC), Libby, NEWTECH Skill Center.
- Option Program – APPLE, SPRINT, Indian Education, Institute of Science and Technology (IST), Spokane Virtual Learning (SVL).

Article III, Section 3- Assessment

Teachers of kindergarten through third grade students, at teacher request, shall receive one half day (1/2) per assessment period up to one and one-half days (1-1/2) per school year of substitute time in which to conduct one-on-one assessments. For classes above 20, an additional one half day (1/2) per assessment period will be allotted. The District will determine the assessment period(s). Any requests for sub outs on Mondays and Fridays will be based on substitute availability. These can be taken in full or half day increments and are separate from WaKIDS release days. The employee may choose per diem pay in lieu of release time.

Article III, Section 5 – Parent/Teacher Conferences

Elementary

- Elementary conferences will be 5 days with student release at 1:00pm
- Teachers will offer conferences Monday through Friday and will offer conferences outside-the-workday. These outside-the-workday conferences shall be scheduled at the discretion of the employee.
- The outside-the-workday conferences need to be scheduled within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families.
- Principals may identify a night or nights during conference week as a “schoolwide conference night”. Employees are not required to hold conferences on this night or nights.
- Certificated staff who are not the homeroom teacher are included in the conference expectations and should be available to meet with parents as part of conferences with the homeroom teacher. (Staff not considered homeroom teachers are: Specialists, Intervention Specialists, Instructional coaches, Resource Sped, ESA staff, etc.)

Secondary

- Conferences will be scheduled during a 4-day week in February
- Students will be released at 1:30 at the Middle school and 12:30 at the high school.
- Staff will offer outside-the-workday conferences. These outside-the-workday conferences shall be scheduled at the discretion of the employee.
- The outside-the-workday conferences need to be scheduled within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families.
- Principals may identify a night or nights during conference week as a “schoolwide conference night”. Employees are not required to hold conferences on this night or nights.
- Certificated staff who are not classroom teachers are included in the conference expectations and should be available to meet with parents as part of conferences with the homeroom teacher. (Staff not considered classroom teachers are: Specialists, Intervention Specialists, Instructional coaches, ESA staff, etc)
- The district intends to develop and provide training related to working with students and families in conferences at the secondary level. The district and the association agree to consult and confer on how to improve conference schedules for secondary students and families to address both high school and beyond planning and academic conferences needs. Changes will be bargained.

Option Schools, including TEC at Bryant, the Community School, On Track, Libby and Montessori will have the ability to create an alternative conference schedule, using site-based decision-making model, schedule to the conferences proposed above.

- The schools must allow for members to earn the 7 hours outside-the-workday conference TRI pay.
- Schedules must be turned in to the District and SEA.

Article IV, Section 14 - School Decision Making

- At elementary, two members will be chosen by the staff for the leadership teams.
- At all levels, the team shall invite an SEA representative to attend.

Article IV, Section 18 - Assignments and Transfers

- Prior to the end of July, request for reassignment will be considered by Principal/Program Manager prior to posting vacancies.
- From July 1-July 31, both internal and external candidates can be screened and interviewed at the same time.
 - The most senior properly certified employees requesting a transfer, and if they have completed the proper form, will be interviewed.
- Starting August 1, transfer options will no longer be considered. The District won't hold positions to avoid interviewing internal applicants.
- Employees who apply for voluntary transfers 5 times but don't get a job, will be required to meet with HR to discuss why they are not being selected.

Article IV, Section 29 - Preparation Periods

Fail-to-Fill (this is the actual language from the contract to set context for the changes)

Elementary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the elementary level:

1. Teachers who are subbed out for professional development are called back to the building if a grade-level position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than 30 minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.
2. Employees may volunteer to give up their preparation period to cover another teacher's class, at which time they will be compensated at their per diem rate.
 - If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employee's covering a failed-to-fill position will be compensated at their per diem rate. The rotation list shall be published at the beginning of the year.
 - Should none of the above remedies work, the principal shall determine an alternative solution to provide coverage. If a teacher, to include co-teachers, is assigned students in order to cover a fail to fill position, the teacher will be compensated with overload pay at per student/pro-rated, daily rate starting with the first student assigned to the classroom.
 - Specialist classes may not be cancelled for the purposes of providing coverage.
 - Co-Teachers may be pulled during their prep period only, for the purpose of providing coverage for fail-to-fill positions.
 - Through School Decision Making a school may reorder these remedies.

Secondary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the secondary level:

- a. Staff in the building will be offered the opportunity to volunteer to work during their prep time and would receive compensation for working during their preparation period. When employees agree to give up their preparation period to cover another teacher's class they will be compensated at their per diem rate.
- b. Teachers who are subbed out for professional development are called back to the building if a position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than 30 minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.

There are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employee's covering a failed-to-fill position will be compensated at their per diem rate.

1. The rotation list shall be published at the beginning of the year.

d. Co-Teachers may be pulled during their prep period only for the purpose of providing coverage for fail-to-fill positions.

Skill Center will follow one of the following options:

1. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis. No Employee shall be assigned more than once a week to cover a fail-to-fill position.

a. The rotation list shall be published at the beginning of the year.

b. Employees who are assigned to cover a failed-to-fill position will be allowed to turn in up to 2 hours per half (1/2) day coverage using the exception hours form. This will be paid at per-diem rate of pay.

2. Should the above remedy not work, the principal shall determine an alternative solution to provide coverage. If a teacher is assigned students in order to cover a fail to fill position, the teacher will be compensated with overload pay at per student/pro-rated, daily rate starting with the first student assigned to the classroom.

Article IV, Section 30 - General Education Workload

- o Elementary ELD caseload – 47 as a districtwide average, not to exceed 50 per individual caseload. Overload language begins at 47
- o Secondary ELD caseload – 17 as a districtwide average per class/period, not to exceed 20. Overload language applies after 17.
- o Other workload provisions

A. The District will strive to maintain class size in close proximity to the district average. The following options will not be used as a reason to not hire additional staff.

1. Elementary ELD teachers may, with the assistance of SEA, contact the principal and/or supervisor in charge of ELD to address workload concerns.

a. The District will do the following:

i. Minimize the number of schools that an ELD teacher will travel to on a given school day. In areas of the city where there is low enrollment, attempts will be made to minimize travel time, distance, and/or number of staff affected with schedules that require more than visiting two (2) school sites per day.

ii. Minimize the number of content subjects that are taught in one class period.

1. Schools with lower enrollment will consider master schedules that minimize the number of content subjects that a teacher would need to teach in a given class period (e.g. alternate content every other year)

2. If more than one content subject is taught, other solutions may be considered as well. Options could include the following:

a. Additional prep;

b. Limit language levels per class period;

c. Adding bilingual specialists;

d. Hiring additional certificated staff;

e. Mainstreaming students into general education classrooms.

iii. The ELD overload compensation rate is \$37.58 per student - per period - per month.

Article IV, Section 31 - Special Education Workload

- o Elementary and Secondary ABLE was added to the caseload table.
- o Elementary and Secondary BI now includes language that states caseloads include 504s and IEP students.
- o Caseload numbers did not change, but we gained better overload remedies.
- o Case management funds now provide special education teachers with twenty-one (21) hours of pay at per diem rate in recognition of IEP/Evaluation case management.
- o Overload Remedies for Special Education Classrooms
 1. When caseload/class size is exceeded in DI, ABLE, MHOH, elementary BI and secondary transition programs:
 - A. The district will do monthly counts on special education count day.
 - B. For classrooms with up to four (4) students in overload on the monthly count day, the teacher will have one of the following options:
 - a. The district will hire a substitute to provide workload relief
 1. If the condition is anticipated to continue for more than one month, an additional certificated staff person will be hired to team teach with the existing teacher
 - b. The district will compensate the lead teacher at \$200 for each overload student per month. The count will be determined on the monthly special education count day. Pay will be provided until a certified special education team teacher is hired or a new classroom is created.
 - C. For classrooms with five (5) students in overload on the monthly count day, the district will establish a new classroom and redistribute the students.
 - a. Until the new classroom is established with a new teacher, the teacher will be continued to be paid overload for each overload student per month.
 2. There will be an oversight committee comprised of two (2) elementary and two (2) secondary special education teachers, one (1) elementary principal, one (1) secondary principal, one (1) SEA representative, and the special education director. The oversight committee will meet in October, January and April or more often upon request of the employee(s) to review the special education caseload data trends.

Article IV, Section 32 - ESA workload

- o School Psychologist district-wide staffing average now excludes psychologists assigned to complete preschool assessments.
- o SLPs district-wide staffing average is now fifty-six (56) students assigned to 1.0 FTE. Overload pay starts in excess of 56.
- o School nurses have additional language that states, "Consideration will be given to staffing for buildings with students qualified as medically fragile."
- o OTs district-wide average caseload is now forty (40) students with IEPs and 504s assigned to 1.0 FTE. There is now overload pay language for each overload student in excess of 40.
- o In addition to current overload remedy options, they now also include:
 - Hire Certified Occupational Therapist Assistants
 - Hire Certified Physical Therapist Assistants
 - Hire Certified Speech Language Pathologist Assistants
- o Overload pay for School Psychologists in excess of 14 evaluations shall now be paid at per diem rate x six (6) hours.
- o Case management funds now provide School Psychologists, SLPs, OTs, and PTs with twenty-one (21) hours of pay at per diem rate in recognition of IEP/Evaluation case management.

Article IV, Montessori

(this will be a new section in the contract)

- A. Teachers assigned to teach in a Montessori program without a Montessori certificate shall receive the following:
 - a. All training be paid in full by the District.
 - b. Release paid time shall be provided by the District to complete the required observations.
- B. The teacher agrees to stay at a Montessori program in the District for at least five (5) years.
 1. Should the employee leave prior to the end of the five years, they shall reimburse the District for the cost of their release on a pro-rated bases.
 2. If the employee leaves due to medical reasons, the reimbursement shall be waived.
 3. If the employee is laid off or involuntarily transferred from the school, this reimbursement shall be waived.
 4. In unique circumstances, the District shall consider waiving the reimbursement. This decision is at the sole discretion of the district and is not subject to the grievance provisions identified in this agreement.

Article IV, Section 23 - Secondary Counselor Work Year

- o The 5 additional days per counselor that can be assigned by the principal will be consistent with the needs of the school. Opportunities for the additional days will be offered equitably across the department at each site.

Article VI, Section 10 - Non-Compulsory Time for Nurses & Elementary Counselors:

- o Not less than 21 non-compulsory hours will be provided for counselors to facilitate Child Study Teams, attending MDTs, case management for 504 plans, college and career readiness activities, etc.

Article IV, Section 38 - TPEP

- o It is now moved into the contract and is not an MOU. The old language still exists for ESA staff and "non-classroom teachers" as defined in the contract.
 - Included SLPs, Education Specialist, and Behavior Intervention Specialists in the list of "non-classroom teachers".
 - SVL and BEST program teachers may volunteer for TPEP but are not required to participate.
- o Only new teachers to the profession will now have to do the self-assessment. It is due by the last school day in November.
- o New teachers to the profession have an extended timeline to complete their professional growth and development plan. It is due January 15th. For all others on the comprehensive evaluation, the date of October 15th for the plan approval remains the same.
- o New teachers to the profession will submit their student growth goals to their evaluator by the last day of January. The deadline for all others on the comprehensive evaluation remains the last day before winter break.
- o The contract requires one observation be at least 30 minutes. The language now encourages evaluators to announce this observation and to complete it by February 1st.
- o In the Focused evaluation, if a person selects criterion to work on that is not observable by a normal classroom observation, then one is not required. The new language clarifies that supervisors may still come in and observe the teaching and learning process and provide informal positive and constructive feedback at any time.

Article IV, Section 36 - Department Leaders

- **Middle school:** The job responsibilities for comprehensive middle school academic leaders will be increasing. As a result of this increase in responsibility, the pay has increased from 3% to 5% of the zero step of the BA column of the SAM.
 - Only employees covered in this agreement shall serve as an Academic Leader in Middle School
 - The individual Department Plan and Process:
 - After the one-on-one meeting with the department leader, the principal or designee will meet with the departments to discuss building and department needs and priorities and will, in collaboration with the department staff, created department leadership models which will address the four areas of responsibility. The plans will identify what will be done by the department leader and what may be assigned to and/or shared with department leader assistant(s), if applicable.
 - *(The four areas of responsibility include: Department Leadership, Instructional Leadership, Assessment, and Management. See CBA for further details.)*
 - The principal or designee and the department leader will bring options to the department to discuss and decide department leader and department leader assistant assignments.
 - The principal or designee will meet regularly with the department leaders to discuss goals, progress, and/or possible plan changes. Changes, if any, will be discussed with the department to explain and to gather feedback.
 - Each spring the process will be followed.
- **High School:** Only employees covered under the agreement shall be allowed to hold Department Leader positions.

MOU on High School Schedule Task Force

Added at the end of the CBA

- A. The High School Schedule Task Force is established to make recommendations for changes to the high school schedule that would allow more students to have the opportunity to graduate within four years under the State's new 24 credit high school diploma requirement. Recommendations will be made to the district Superintendent and will be provided to the School Board for consideration in establishing future budget and staffing parameters.
- B. The task force recommendations will include:
 1. Research different options, evaluate the pros and cons of these different options, and narrow down the options to a preferred option or set of options
 2. Recommended possible changes to the number of periods offered each day and/or additional opportunities for students to earn credits
 3. Identification of possible impacts to course offerings in schools
 4. Identification of impacts to the certificated and classified workloads and schedules
 5. Recommendations to address impacts to certificated and classified workloads
 6. Recommendations for a schedule of implementing changes to high school schedules
 7. Estimated costs of implementing recommendations, including major assumptions
 8. Potential impacts to the number of students able to graduate on time, including the major assumptions used
- C. The task force will be made up of:
 1. Three representatives from District administration identified by the Chief Academic Officer
 2. Each high school principal or their designee from the high school administration
 3. One counselor from each high school recommended by the counselors from the school
 4. At least two teachers from each comprehensive high school from a variety of content areas, jointly agreed to by the SEA and the District
 5. At least two representatives from options schools agreed to by the SEA and the District
 6. At least one representative from a middle school agreed to by the SEA and the District
 7. At least two classified staff members jointly agreed to by the SEA and the District

- 8. Two representatives of the SEA to be identified by the SEA president
- D. The task force will begin in September 2016. An interim report will be provided to the Superintendent and SEA President by December 31, 2016. The final report will be provided to the Superintendent and SEA President by February 28, 2017.
- E. To the extent possible, the report recommendations will be arrived through consensus. If recommendations are not reached through consensus, the report will identify the preferred option that the majority of members support and may include additional options along with the pros and cons of each option presented.

Article VI, Section 13 - Stipends

- o Master's and Doctorate stipends will be paid in first pay warrant of the school year. For new hires, this stipend is paid in October pay warrant or after the employee has worked for thirty (30) days.
- o Chemical Hygiene Officers were included for Libby (\$500), Montessori (\$500) and The Community School (\$1875).
- o **Testing Coordinator**
 - 1. A Testing Coordinator shall be designated at each site. Comprehensive High Schools will have two (2) at each site.
 - a. Elementary: In the event a school does not have a certificated staff member interested in serving as the Testing Coordinator, the site may offer the work to staff outside the certificated bargaining unit. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.
 - b. Secondary: Schools will offer testing coordinator positions to certificated and ESP staff at the same time. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.
 - c. If a comprehensive high school does not have two (2) certificated staff interested in serving as the Testing Coordinator, the school may have one (1) testing coordinator.
 - d. Option schools will follow the process and model (elementary or secondary) that best reflects their operational needs.
 - 2. The responsibility of the Testing Site Coordinator shall be to assist the Administration in organizing, preparing, training, and administering all District and State required tests.
 - 3. The stipend for these positions shall be \$1000.00, provided that when a comprehensive high school has only one testing coordinator the stipend will be the equivalent of two (2) stipends, or \$2,000.
 - At the discretion of the principal, the stipend may be allocated among individuals.

MOU Library

Added at the end of the CBA and applies to K-12

School Library Task Force

- A. The School Library Task Force is established to gather data and make recommendations for school library staffing and support. Recommendations will be made to the district Superintendent and will be provided to the School Board for consideration in establishing district budget parameters.
- B. The task force recommendations will include:
 - a. Data regarding library staffing levels, library programs and activities, library schedules and other non-staff support
 - b. Data regarding library staffing levels, library programs and activities, library schedules, and other non-staff support in other districts within the local area and districts that are of a similar size within Washington State

- c. Summaries of research regarding best practices for library programs and activities, including staffing levels
- d. At least 3 formula options for providing library staffing. One formula option must be revenue neutral at a district level
- e. Recommendations for a schedule of implementing any changes to library staffing
- f. Estimated costs of implementing recommendations, including major assumptions
- g. Potential impacts to staff and to students that would occur as a result of the recommendations.

C. The task force will be made up of:

- a. Four representatives from District administration identified by the Superintendent
- b. One school principal or designee from each school level
- c. Two librarians from each school level identified by the school librarians
- d. At least one education support personnel currently assigned to support libraries from each school level agreed to by the Association and the District
- e. Two representatives of the SEA to be identified by the SEA president

D. The task force will begin in September 2016. An interim report will be provided to the Superintendent by January 31, 2017. The final report will be provided to the Superintendent by March 31, 2017.

To the extent possible, the report recommendations will be arrived through consensus. If recommendations are not reached through consensus, the report will identify the preferred option that the majority of members support and may include additional options along with the pros and cons of each option presented.

Article I, Section 6 -Contract Waiver

Cleaned up current CBA language to make it easier to apply for a waiver.

Article II, Section 2 - Committees

Special Committee on Co-Teaching:

1. The Co-Teaching Committee will make recommendations for potential changes to the collective bargaining agreement to reflect general education and special education co-teaching.
2. The task force recommendations will include descriptions of:
 - a. At least one (1) model for co-teaching in the general education elementary setting
 - b. At least one (1) model for co-teaching in the general education secondary setting
 - c. At least one (1) model for co-teaching involving general education and special education staff
 - d. Estimated costs of implementing recommendations, including major assumptions, including professional development and other supports necessary for implementation.
3. The task force will be made up of equal numbers of District and Association representatives.
4. The task force will begin in September 2016. An interim report will be provided to the Superintendent and SEA President by January 31, 2017. The final report will be provided to the Superintendent and SEA President by March 31, 2017. The final report will be advisory to both parties and may be used by the parties in future bargaining and budget discussions.