

Letter of Agreement between the Peninsula School District and the Peninsula Education Association for Revised Contract Language and Additions

Revised Section:

Section 5.2 Responsibility Stipends and Building Professional Days

A. Intent

1. The focus of an educator's job has changed in recent years from one defined by time expectations to one that emphasizes responsibility and accountability. The amount of time and effort required to ensure student success will vary by student, assignment, and teacher. Our educational community is accountable for student learning regardless of the amount of time and effort required. The District and Association, therefore, have decided to allocate District resources in a manner that compensates employees for accepting additional responsibilities outside of the basic contract rather than for simply working specific hours or days (Part B below).
2. Improving student learning requires an articulated, student-centered curriculum and a common focus of a building's staff on the goals and plans to implement this curriculum. Such focus requires leadership and coordination of plans across an entire school building and across the District. The District and Association, therefore, have decided to allocate District resources in a manner that compensates employees for learning and implementing the articulated curriculum as focused and coordinated by the District leadership (Part C below).

B. Enhanced Responsibility Stipend

1. It is more efficient for employees and the District, and it enhances student learning, to have employees complete certain additional responsibilities outside of the base contract day and work year. Each employee will have the option of accepting an enhanced responsibilities stipend that compensates the employee who chooses this option for providing a professionally responsible level of services in the following areas beyond the basic contract:
 - a. preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
 - b. participation in self-selected goal setting and related professional growth activities such as workshops, classes, conferences, seminars, or research projects;
 - c. participation in a reasonable and equitable number of department and building task forces, committees and building goal activities;
 - d. individualized/additional instruction or service to particular students or groups of students; and
 - e. fulfillment of additional contract expectations that fall outside the regular work day such as student assessments, adaptation of instruction and curriculum, participation in meetings regarding students with special needs (such as IEP meetings) as may be appropriate to the employee's assignment and not otherwise compensated, and communication with parents and students.
2. The District shall issue a supplemental contract for these responsibilities prior to June 30th. The employee shall return a copy of the contract within fourteen (14) calendar days of receipt. The employee shall verify completion of these responsibilities on the proper form at the end of the year.

3. For the 2013-14 school year, compensation for these supplemental responsibilities shall be calculated by multiplying the employee's per diem rate by 19. For the 2014-15 and 2015-16 school years, it shall be calculated by multiplying the employee's per diem rate by 20. For the 2016-17 school years, it shall be calculated by multiplying the employee's per diem rate by 24. For the 2017-18 school years, it shall be calculated by multiplying the employee's per diem rate by 28. The stipend will be paid in twelve equal monthly installments beginning in September. A part-time employee will receive a pro rata share of this stipend based on the employee's full-time equivalency (FTE).
4. For the duration of the Agreement, the stipend amount produced by the per diem calculation shall be \$350.00 for teachers with 20-24 years' experience, \$700 for teachers with 25 to 29 years' experience and \$1050 for employees with 30 years or more experience. Years of experience shall be measured using the state's rules for the Salary Allocation Model.

C. Professional Days

1. For the duration of the contract, each Employee shall have the option of working five (5) Professional Days that will be used to improve student learning. Four (4) of these days shall be scheduled on non-student work days on the school calendar and are for the purpose of District-determined professional development and implementation. Site Councils and/or school improvement teams and the building principal, working together, will develop a plan for 7.5 hours of building professional activities.
2. When planning activities for these days, the building shall consider the relevancy of the activities to the assignments of all certificated employees in the building, including ESA certificated employees and other specialists, and may choose to plan or approve alternative activities for individuals or subgroups. Examples of activities which the building may choose to plan on these days include, but are not limited to, staff development, classes, instruction and curriculum planning, student assessment, department, grade level, or vertical collegial planning, and communication or planning of district procedures, changes and strategic goals.
3. Employees who choose to participate in the planned activities on these days will document their participation on an attendance sheet. Compensation for these days will be at the Employee's per diem rate of pay and paid in the July paycheck. A part-time Employee is eligible to work a pro rata share of these days based on the Employee's full-time equivalency (FTE).
4. In the 2015-16 and the 2016-17 school years, an employee may work an additional 7.5 hours outside the workday participating in self-directed professional development aligned with approved employee goals or District/building initiatives. Such professional development offering shall be approved in advance by a building administrator. In the 2017-18 school year, an employee may work fifteen (15) hours outside the workday of self-directed professional development aligned with approved employee goals or District/building initiatives and approved by a building administrator.
5. All professional days are optional and are paid as worked. Employees not working these days will not be paid for these days.
6. Job Alike PLC Summer Workshop
Beginning in the 2016-17 school year, each employee is provided the opportunity to work up to three professional development days (7.5 hours) paid at per diem. These days shall be worked in conjunction with at least one job-alike colleague. Employees shall submit a team proposal to the Learning and Teaching office and their supervisor

outlining their use of the days. These days shall be worked on non-student days in June through August (2017 and 2018) occurring prior to the BPD days. Hours for this work shall be submitted on a timesheet.

- D. Beginning in the 2014-15 school year, a non-student day will be scheduled mid-year for the purpose of semester transition. Employees are not required to work this day and any work responsibilities on this day are considered compensated within the Employee's ERS allotment.

Revised Section:

Section 5.6 Class Size

- A. Efforts shall be made to distribute students among classes in a deliberate manner aimed at an equitable distribution of teacher workload while still meeting the educational needs of students. The Employer and the Association agree that class sizes shall be maintained to meet the following standards, except in traditionally large group instruction classes such as music or other classes, as mutually agreed upon by the parties:
1. Grades K-3 ... pupils per classroom ... goal of 25, maximum of 27.
 2. Grade 4 pupils per classroom ... goal of 27, maximum of 29.
 3. Grade 5 pupils per classroom ... goal of 28, maximum of 31.
 4. Grades 6-12 FTE pupils per classroom ... goal of 30, maximum of 33.
 5. P.E. Classes FTE pupils ... 38.
 6. The Employer will make a reasonable attempt to reduce class size or provide other assistance for classes which include disabled and/or behaviorally disabled and/or learning disabled, and/or classes which have split grades, and/or situations where facilities have restricted space, and/or secondary classes which are writing intensive.
 7. For split or multi-age classrooms, the lowest grade assigned to the class will be used as the class size goal/maximum.
- B. When class size exceed the goal levels, the principal, teacher and building representative are encouraged to consider alternative creative solutions for overload relief to design a mutually agreed upon solution which may include, but is not limited to, the following options:
- * Redistribution of students
 - * Create or dissolve combination classrooms;
 - * Employ additional teachers/classroom specialists to reduce the size of instructional groups or increase planning time;
 - * Employ classroom paraeducators;
 - * Professional development;
 - * Additional instructional tools;
 - * Release time
- C. Should class size exceeds the above maximums, the superintendent or designee, in consultation with principals, and the affected teachers will consider and implement one of mutually agreed upon solutions within ten (10) school days of the overload (except on the first day of the school year, when the time limit shall be fifteen (15) school days). Prior to the implementation of a final solution, a temporary solution may be implemented. If the affected teacher objects to the chosen solution (or lack thereof) or the solution is not effective, an appeal can be made in writing to the district level. Within ten (10) school days of receipt of such an appeal, the superintendent or designee shall render a decision and

respond in writing to the teacher making the appeal. Prior to making said decision, the superintendent or designee shall meet with the affected teacher, and the building principal.

D. Principals and building teams shall strive to distribute special education students and other students with extreme behavioral impact in a deliberate manner among the affected general education teachers. If an affected teacher believes that a problem exists with the distribution of students, the teacher shall first discuss the concern with his or her principal. If an inequity exists, the principal shall seek and receive input from relevant building staff, and then implement a solution which may include, but is not limited to one of the following solutions in a timely manner:

- * equitable distribution of such students between classes;
- * additional paraeducator time for affected classes;
- * additional certificated time;
- * reduced class load;
- * paid time for required attendance outside the school day at IEP meetings above the equitable number of such meetings expected of all teachers in the building; or
- * other, as mutually agreed.

If the affected teacher objects to the chosen solution (or lack thereof), an appeal can be made in writing to the district level. Within ten (10) days of receipt of such an appeal, the superintendent or designee shall render a decision and respond in writing to the teacher making the appeal. Prior to making said decision, the superintendent or designee shall meet with the affected teacher, the building principal, and members of the building special services staff.

For the 2016-17 and the 2017-18 school year, the District agrees to track the class assignment process, including overload remedies used and the basis for invoking. This data is to be used to share within the DAC process to discuss future strategies to address equitable class size decision-making.

Revised Section:

Section 5.12. Employee-in-Charge

- A. At the beginning of each school year, in elementary schools without an assistant principal or a dean, an employee-in-charge shall be assigned by each elementary building principal. Such assignment shall be made with the consultation of the faculty.
- B. The assignment shall be for the purpose of helping the principal to administer and supervise the school in his/her absence, during emergencies, and during other times when the duties are mutually agreed upon by the employee-in-charge and the principal.
- C. The position may be shared by two or more employees, if desired by said employees and agreed upon by the principal.
- D. In the event the building principal is absent for more than one full school day, the employee-in-charge may have the option of being provided a substitute upon approval of the building principal. An employee-in-charge shall be paid a stipend as provided in the certificated activities schedule.
- E. An employee absent from his or her regular assignment because he/she was performing required duties as an employee-in-charge shall be free from liability for damages which might occur in class during his/her absence as an employee-in-charge, provided the damage which occurred is not attributed to the employee's wanton negligence.

New Section added:

Elementary Deans:

Effective September 1, 2016, employees assigned to be an elementary dean will receive a stipend of \$5000 to recognize extra work duties, including but not limited to teacher in charge, supervision of a reasonable number of evening events, bus supervision, SITE, SIP and the evaluation of classified employees.

New Section added:

Instructional Facilitators:

Beginning September 1, 2016, instructional facilitators will receive an additional stipend of \$4000 to acknowledge work outside of their base contracted year, i.e. student breaks. Employees will submit a proposal to their supervisor regarding their work outside of the base contracted year.

Others who plan for and provide professional development for colleagues where the planning/providing of the professional development takes place outside of the base contracted year should refer to Section 5.18. These employees shall request pre-approval from their supervisor in writing prior to engaging in the planning for the professional development.

FOR THE EMPLOYER:

FOR THE ASSOCIATION:

Karen Andersen
Chief Financial Officer

Carol Rivera
PEA President

Date

Date