CCEA/ DSD Final Tentative Agreement 5-26-20

Salary

The following salary schedule represents a 1.6% IPD increase to the 2019-20 Salary.

Certificated Salary Schedule 2020-21

BA BA +15 BA +30 BA +45 BA +90 MA MA +45 Ph. D. 0 \$42,240 \$43,381 \$44,563 \$45,727 \$49,549 \$50,643 \$54,443 \$56,89 1 \$42,809 \$43,965 \$45,163 \$46,399 \$50,333 \$51,205 \$55,046 \$57,48 2 \$43,350 \$44,518 \$45,728 \$47,060 \$50,808 \$51,772 \$55,602 \$58,06 3 \$43,908 \$45,087 \$46,311 \$47,685 \$51,507 \$52,310 \$56,129 \$58,65
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7 \$48,081 \$48,618 \$49,153 \$50,815 \$54,684 \$55,130 \$58,998 \$61,674
8 \$49,640 \$50,192 \$50,746 \$52,545 \$56,467 \$56,859 \$60,782 \$63,556
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10 \$54,133 \$56,133 \$60,200 \$60,447 \$64,515 \$67,47
\$58,026 \$62,180 \$62,340 \$66,496 \$69,51
\$59,858 \$64,215 \$64,307 \$68,528 \$71,643
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\$70,172 \$70,218 \$74,737 \$78,055
16+ \$71,575 \$71,621 \$76,231 \$79,615

DLJ 4.27.20

Article III, Section 12

Section 12: INSURANCE BENEFITS

The District shall pay the full portion of the employer contribution as set by the School Employees Benefit Board for all employees who meet the eligibility requirements. For purposes of benefits provided under SEBB, the school year shall mean September through August, and shall also be referred to as the eligibility year.

The District will pay the employee rates as established by the School Employees Benefit Board to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

The District shall provide the following insurance benefits through SEBB for each eligible employee and their eligible dependents to include but not be limited to:

Mandatory Benefits:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental including orthodontia

Optional Benefits:

- Medical Plan
- Employees are eligible to participate in the Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP) offered by the employer. Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

Eligibility

All Employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Once eligibility is established, it shall be maintained for the remainder of the eligibility year, unless the employee's schedule or work pattern is revised such that they are no longer anticipated to work 630 hours during the eligibility year. In this case, eligibility for the employer contribution ends as of the last day of the month in which the change is effective.

All compensated hours in any position within the District shall count for purposes of establishing eligibility. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, that employee will be provided with benefits coverage.

Any employee who has worked 630 hours in the previous year and is returning to a similar position(s) will be deemed eligible for benefits

Paid leave hours shall count towards eligibility for benefits under this section. Employees on unpaid leave will retain their employee/employer relationship.

An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer contribution for insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to HCA (COBRA).

Benefit Termination

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

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31. In cases when an employee provides notice of an alternate date the District will notify the employee that their resignation will be considered effective August 31 to maintain eligibility and coverage. If an employee so informed requests a different date the Employee shall provide a signed waiver that the employee understands they are giving up their benefit eligibility.

Part-time Employees

The District will not intentionally split positions into multiple part time assignments to limit employee work hours in order to avoid initial or ongoing benefit eligibility.

The District will not sever the employee/employer relationship with substitute employees in order to avoid initial or ongoing benefit eligibility.

Legislative Changes and Reopeners:

If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits, or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiation over the changes.

Article III, Section 13: Leaves

Leave Sharing

In accordance with RCW 41.04.665, sick leave sharing will be made available to an employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which prevents the individual from working and causes great economic and emotional distress to the employee and his or her family; is a victim of domestic violence, sexual assault or stalking; is sick or temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adoptive, or foster child; which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Shared leave shall also be available as allowed by law to employees who are current members or veterans of uniformed services as defined under RCW 41.04.005 or the spouse of such person providing necessary support for service-related care.

An employee volunteering needed skills that are accepted by either a governmental agency or nonprofit organization engaged in humanitarian relief when state of emergency has been declared by the federal or any state government to assist in responding to the emergency.

If the employee qualifies for shared leave due to being temporarily disabled because of pregnancy disability; or for the purpose of parental leave to bond with a newborn, adoptive, or foster child, they shall not be required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve, and shall have the right to access up to sixteen (16) weeks of shared leave for bonding with a child at any time within the first twelve (12) months after the birth of placement of a child. The sixteen-week period shall be exclusive of holidays and school breaks.

Employees with a leave balance of greater than Thirty (30) days may donate leave. The employees leave donation may not reduce their leave bank below thirty (30) days.

The district will provide a form for qualified employees to make written application for donated leave and a form for qualified employees to donate sick leave.

Paid Family Medical Leave (To be included as an MOU)

The District will implement the provisions of Washington Paid Family Medical Leave Act in accordance with the law and applicable regulations. Up to twelve (12) weeks of PFML may be used to care for the employee's self or family experiencing an illness or medical event, including pregnancy disability or to bond with a child within twelve (12) months after birth or adoption. Subject to the following conditions:

- a. The benefit periods for PFMLA shall be counted only for workdays exclusive of holidays and school breaks.
- b. Leave periods under the PFMLA will run consecutively with any contractual, federal or state leaves at the employee's election.
- c. Benefits may be extended as follows: 1) Up to 14 weeks for a serious condition during pregnancy that results in incapacity: 2) Up to 16 weeks for combined medical and family leave: 3) Up to 18 weeks for event involving both of the above conditions.
- d. An employee may choose to, but shall not be required to, exhaust all or part of their sick leave or other negotiated paid leave benefits before using leaves provided by Washington Paid Family Medical Leave Act.
- e. When accessing PFMLA insurance, an employee may use accumulated sick leave to make up the difference between the PFMLA benefit and the employee's regular compensation.
- f. Continuation of the District's portion of the contribution to an employee's insurance benefits for up to twelve (12) weeks is guaranteed in any situation that falls under the use of family PFMLA. The Employee shall remain responsible for their portion of the insurance premium.
- g. Upon return to work, the Employee shall be returned to his/her same position, the most similar position if the original position no longer exists, or may take an alternate position with mutual agreement between the employee and district.

Article III, Section 5

H. FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria (student growth impact required).

If a non-provisional teacher has scored at Proficient or higher the previous year, they may be moved to Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur by October 15.

- 1. The criterion area to be evaluated shall be proposed by the teacher at the goal setting conference and must be approved by the evaluator. Evaluators will only deny the employee's proposed criteria for valid reasons.
- 2. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

- 3. Observations and conferences for the focused evaluation shall follow the process set forth in Section G: Comprehensive Evaluation Process. Non-provisional (30-minute formal and 30-minute accumulative).
- 4. The evaluator will give feedback on the selected criterion and other information gathered in the evaluation process but will not assign scores
- 5. The score received on the last comprehensive evaluation completed is the score assigned as the final summative score.
- 6. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration will be initiated by the teacher(s) and no individual shall be required to work on a shared goal. In some instances, there may be a school wide goal that all teachers will be collaborating on.

ARTICLE IV - DURATION AND SIGNATORY PROVISION

All parts of this agreement shall remain in full force and effect from September 1, 2020 until August 31, 2021.

*Agreement is inclusive of attached forms.

Doug Johnson, Superintendent

Date: 5/26/20

Sarah Reser, CCEA Co-President

 $_{\mathsf{Date}:}$ $S/\partial \mathcal{O}/\partial \mathcal{O}$

Dawn McGhan, CCEA Co-President

Date: 5.24,20