



2019-
2023

SEA CONTRACT

September 1, 2019 – June 30, 2023

Working Agreement between
Selkirk School District #70
and the Selkirk Education Association

Selkirk School District
Selkirk Education Association
2019-2023

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PREAMBLE

This agreement is between the Selkirk Consolidated School District #070 (hereinafter referred to as the "District") and the Selkirk Education Association (SEA) (hereinafter referred to as the "Association"), pursuant to the conditions set forth in RCW 41.59, the Educational Employment Relations Act.

The terms of the Agreement shall be in effect from August 1, 2014 through August 31, 2019.

The District and the Association agree that an efficient and effective educational service is a primary purpose of the Agreement, and that the establishment of fair and reasonable compensation and working conditions for employees of the District will further that purpose. This Agreement has been reached through the process of collective bargaining with the objective of serving the aforementioned purposes, and with the further objective of harmonious labor/management relations between the District and its employees. Therefore, this Agreement and the procedure which is established for the resolution of differences is intended in all respects to be in the public interest.

ARTICLE I - ADMINISTRATION AND GENERAL

Section 1 - Recognition

The District recognizes the Selkirk Education Association as the exclusive bargaining representative for all regular, contracted, certificated personnel, except for the following exclusions:

1. Superintendent
2. Building Principals
3. Vocational, Athletic, or Special Services Director
4. Substitute employees including those who work 20 consecutive days or 30 non-consecutive days in a school year

Section 2 - Conformity to Law

This agreement shall be governed according to the Constitution and Laws of the State of Washington. If any provision of this agreement or any application of this agreement to any employee(s) covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the agreement shall continue in full force and effect.

Section 3 – Philosophy

The District and Association acknowledge that student performance must be central to decision-making. Data-driven student performance is at the heart of school improvement efforts. Teachers have a key role in creating a school culture including focusing on learning, promoting a positive school climate, setting high expectations for all, developing instructional skills, and involving parents. Further, the parties acknowledge that

the teaching profession includes implied professional responsibilities outside of the classroom including parent or student meetings, orientations, professional development, staff meetings, and collaboration with peers.

Section 4 - Distribution of Bargaining Agreement

Following ratification by the Association and approval by the Board of Directors, the District will provide an electronic copy of this agreement to union members within thirty (30) days. Employees may print a copy for their own use on District equipment at District expense. Annually negotiated changes will be distributed electronically after board approval.

The District will provide a printed copy to new members of the bargaining unit whenever an employee is hired during the contract period. A copy of the agreement will be available upon request for review to any applicant for a certified employee position covered by the agreement.

Section 5 – Memorandum of Understanding

This agreement may be amended through Memorandum of Understandings (MOU). MOU agreements may be completed through negotiations between the two (2) parties at any time during the life of the agreement. Should either party desire to negotiate a matter, it shall notify the other party in writing of its desire to negotiate and such negotiations will begin within fifteen (15) working days of the request.

MOU agreements shall, immediately upon ratification, become a part of the larger agreement and subject to all of its provisions. The parties agree that negotiations under this Section shall not be used as means of harassing the other party.

Section 6 - Status of Agreement

This agreement shall become effective upon ratification by the Association and the Board.

Rights, functions and privileges granted the Association as specified herein and to gain access to buildings during working hours shall not be granted to a competing organization seeking to represent members of the bargaining unit.

This agreement may be amended or modified only by the mutual consent in writing of both parties as approved by the duly authorized signatures of the parties. Where there is a conflict between this agreement and any resolution, rule, policy or regulation of the District, the terms of this agreement shall prevail.

Section 7 - Association/District Meetings

The District and the Association shall conduct regular labor/management meetings for the purpose of information sharing relative to the administration of this agreement. Meetings shall be conducted quarterly unless declined by the union, but they may be scheduled more frequently at the request of either party. The Superintendent or his/her designee shall meet with the Association President or his/her designee. Up to three (3) additional representatives for each party may be in attendance if one (1) day's notice of their attendance is given to the other party. Such meetings are not intended to replace and shall not preclude use of the Grievance Procedure.

Section 8 - Association Security

The District hereby agrees that every certificated employee shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other Association activities. The District agrees that it will not discriminate against any certificated employee with respect to hours, wages or terms or conditions of employment due to his/her membership in the Association, or participation in any of the activities of the Association, including any grievance proceeding under this agreement, or otherwise with respect to any terms or conditions of employment provided by this agreement.

Section 9 - District Rights

All management rights, powers, authority and functions shall remain vested exclusively in the District, except those expressed and specifically surrendered or limited by the express provision of this agreement. The exercise of these rights outside the limitations of this agreement shall not be subject to the Grievance Procedure of this agreement.

In matters not covered specifically by language within this Agreement, the District management shall have the clear right to make decisions. This shall include the right of the District to make rules and regulations in order to maintain the efficiency of the District operation.

Section 9 - District Security

The Association agrees that during the life of this agreement it will not cause, authorize, condone, sanction, or take part in any strike, work stoppage or work slowdown.

The District agrees that during the life of this agreement it will not cause, authorize, or engage in a lockout of employees.

Section 10 - Nondiscrimination

The provision of this agreement shall be applied equally to all employees without discrimination based on race, religion, creed, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, (gender expression or identity), marital status, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal by a person with a disability, unless such handicap prevents the employee from performing the duties of the position.

Unless the context in which they are used clearly requires otherwise, words used in this agreement denoting gender shall include both masculine and feminine; and words denoting numbers shall include both singular and plural.

The District agrees not to interfere with the rights of employees to become members of the Association. There shall be no discrimination, interference, restraint, coercion, or harassment by the District or any District representative against any employee.

The Association recognizes its responsibility as bargaining agent and agrees to represent equally all employees in the bargaining unit.

1 The private life of the employee is not an appropriate concern of the District unless actions and behavior in
2 the employee's private life diminish the overall effectiveness of the teacher in the classroom or violates the Code
3 of Professional Conduct as outline in Washington Administrative Code chapters 181-87 and 181-86.

4 **Section 11 - Deduction of Dues**

5 Upon receipt of a written Dues Deduction Authorization and Assignment from a bargaining unit employee, the
6 District shall make the appropriate payroll deduction as certified by the President of the Association and shall
7 transmit the monthly dues to the Association.

8 The Dues Deduction Authorization shall be on an appropriate enrollment form as agreed upon by the parties.

9 The Association agrees to refund to the District any amounts paid in error on account of the Dues Deduction
10 provision.

11 It is understood and agreed that this dues deduction system is for the collection of dues and shall not be used
12 for the collection of any Association-imposed fines, penalties, or assessments, or any other Association-imposed
13 collection of monies.

14 The revocation may be made any time between August 1 to August 31 and shall be applicable to the ensuing
15 school year.

16 No member of the bargaining unit will be required to join the Association. Employees who wish to revoke this
17 Dues Deduction Authorization may do so only upon written notice to the Washington Education Association. New
18 employees who do not wish to join the Association will notify the SEA president by September 15 of each year

19 **Section 12 - Use of District Facilities**

20 The Association shall be able to use District buildings for meetings when it will not interfere with the normal
21 business of the District and which will not cause additional maintenance or custodial care.

22 If a rental charge is established, the Association shall pay on the same basis as any other community group.

23 The Association shall be able to use the business machines of the District at reasonable times when the
24 equipment is not otherwise in use. The Association shall furnish at its own expense, or pay to the District the
25 value of all paper and supplies related to such use and shall be held responsible for any damage or maintenance
26 charges deemed appropriate.

27 The Association may use District telephones for toll calls for Association business. The Association shall be
28 billed and shall pay for all such charges.

29 The Association shall be allowed to post notices of activities and matters of Association concern on the
30 designated bulletin boards that are in the faculty lounges of each building. The material posted shall not contain
31 personal references or materials of a libelous nature, which would incite teachers or students against the
32 community, teachers, the Board, or the Administration.

33 The Association will be allowed to use the in-District mail services and teacher mailboxes or email for
34 communication purposes, providing that material is not detrimental or defaming to any individual or group. A
35 copy will be given to the appropriate Building Principal(s) and/or Superintendent or his/her designee. This will be
36 for informational purposes. The Association will have these privileges while this contract is in effect.

Section 13 - District/Citizens Advisory Committees

The Board of Directors will invite the Association to place a representative on any advisory committee being considered by the Board.

The Association, pursuant to the State Public Disclosure Act, shall be entitled to inspect and review any final report of a Citizens Advisory Committee prior to the submittal of the final report to the Board.

ARTICLE II - PERSONNEL

Section 1 - Hiring Practices

The District shall employ only teachers who are certificated and credentialed as required by applicable State law, the Washington Administrative Code and other requirements as specified by the Office of the State Superintendent of Public Instruction. Non-certificated personnel shall not be assigned work that requires a teaching certificate. All teachers shall be placed appropriately on the annual salary schedule as contained herein. The District shall maintain an affirmative action program or policy pursuant to guidelines established by the Washington State Human Rights Commission. A copy of this affirmative action program or policy shall be available for inspection to any teacher, upon request to the office of the Superintendent.

The Superintendent and the Principal may utilize members of the existing faculty to assist with the evaluation, interview and recommendation of new teacher applicants.

Section 2 - Layoff & Recall Procedures

A. Conditions Necessary for Layoff

1. All management rights, powers, authority and functions shall remain vested exclusively in the District, unless surrendered or limited by this agreement. The exercise of rights outside the limitations of this agreement will not be subject to the Grievance Procedures of this agreement.
2. Reasons that make layoffs necessary are:
 - a. Failure of a special levy election,
 - b. Insufficient State funding,
 - c. Large reduction in categorical funds or projects, or
 - d. Declining enrollment.
3. Beginning with the 2015-16 school year, RCW 28A.405.100 (8)(a) stipulates that evaluation results for certificated classroom teachers must be used as one of multiple factors in making human resource and personnel decisions. Human resource decisions include, but are not limited to: staff assignment and reduction in force.

When the District is unable to maintain its ongoing program, the Board of Directors upon the recommendation of the Superintendent will determine the necessity for staff reduction. (The SEA will be given an opportunity for input and counsel, prior to the implementation of this layoff procedure.)

1 The Board may reduce the numbers of employees necessary using the following guidelines to determine the
2 programs to be retained, modified or eliminated:

- 3 1. The highest priority shall be made to minimize the consequences of program and service reductions on
4 the student's need for basic education courses of study to meet minimum education requirements.
- 5 2. The Board shall determine the program and services that the school can financially support, using state
6 law as a guideline.

7 The District shall inform the Association by May 1 of the reason(s) and size of the proposed staff
8 adjustments. The District and the Association will meet to review the changes.

9 **B. Seniority**

- 10 1. Seniority for lay-off is the length of regular contract service an employee has with the Selkirk School
11 District as a certificated employee only.
 - 12 a. A year of service is earned by fulfilling the number of days specified in the contract.
 - 13 b. Seniority for employees who are placed under contract after the beginning of the school year will
14 be computed by dividing the number of days worked by the number of days specified in the
15 contract. For purposes of computing seniority, a day consists of 1/2 working day or more. For
16 employees working less than 1/2 day, the seniority will be computed on the basis of full-time
17 equivalency.
 - 18 c. A day of seniority is based upon a day for which pay is received. Therefore, all unpaid leaves
19 which interrupt an employee's service are excluded (except military leave).
 - 20 d. If a tie exists, other Selkirk School District experience will be considered. If a tie still exists, other
21 Washington State School District certificated experience will be considered. If a tie still exists,
22 other state school district certificated experience will be considered. If a tie still exists, lots will be
23 drawn for seniority.

24 **C. Staff Adjustment Guidelines**

25 Beginning in 2019-20, a recall list shall be established for each open position which takes into account
26 seniority, certification, and evaluation results.

27 **D. Certificated Employees Staff Reduction**

- 28 1. Procedures for staff reduction: If the Board of Directors adopts a reduced or modified educational
29 program, (by May 1,) the District will determine, as accurately as possible, the total number of certificated
30 positions necessary to conduct the educational programs. Vacancies created by retirement, resignations,
31 leaves, and discharges shall be taken into consideration in determining the number of available
32 certificated positions prior to the following school year. Employees shall be assigned to these positions
33 prior to the last teacher workday of the school year. A valid Washington State certificate will be required
34 for the position(s) being considered.
- 35 2. Employees hired to fulfill grant-funded programs and not assigned to a general classroom may be laid off
36 at the end of the grant (i.e., competitive grants with cycles of 1-4 years). Seniority will not be considered.
37 At the time of hire, the employee will be notified of the possibility of lay-off at the end of the grant cycle.

E. Provisions for Reemployment of Laid Off Employees

1. All employees laid off as a result of staff adjustments will be placed in an employment pool from which they will have priority for reemployment.
2. Recall shall be determined as follows:
 - a. Seniority in the endorsement area,
 - b. Certification: Possession of any valid Washington State certification that may be required for the position(s) under consideration shall be a requisite.
 - c. Beginning in 2015-16, evaluation history of rating, specifically in the basic or unsatisfactory range, shall be considered in determining placement on the recall list.
3. It is the responsibility of each individual placed in the reemployment pool to notify the District Office in writing between June 1 and July 31 if the individual wishes to remain in the employment pool for the second year. If a notice is not received, the individual will be dropped from the employment pool.
4. Individuals not re-employed before the start of the fall school term, may be placed on the substitute teacher roster (upon application). Laid off employees may renew annually their position within the substitute teacher roster.

F. Employment Notification

1. All laid off employees shall be responsible to provide a telephone number to the District Office where they can be reached.
2. Any laid off employee may assign his/her power of attorney to the Association, who will be authorized to accept or reject an employment offer on the employee's behalf.
3. When a vacancy occurs for which any employee in the employment pool qualifies, the Superintendent will notify the individual by telephone, email, or certified mail. The individual will have five (5) working days from the date of personal contact or receipt of the certified mail to accept the offered position.
4. Employees shall notify the District Office in writing (by letter or email) of their intention of accepting or rejecting the offer of employment.

Section 3 - Disciplinary Action For Cause

A. Definitions:

Informal Discipline is any action not adversely affecting the contract status of an employee and will involve one (1) or more of the following: verbal warning, written warning, written reprimand. These written forms of informal discipline shall not be placed in the employee's personnel file, unless they become a part of the formal discipline process and the employee is notified in writing.

Formal Discipline is any disciplinary action which results in a written record being placed in an employee's personnel file and will include the reason(s) for such action. Employees shall indicate they have seen such materials and have received a copy thereof by signing their signature and dating the copy that is to be placed in the employee's file.

Cause is the specific grounds forming the basis for disciplinary action.

1 **B. Procedure:**

2 An employee shall be disciplined only for just cause and sufficient cause. Charges forming the basis for a
3 disciplinary action shall be made available to the affected employee at the time action is taken.

4 Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any
5 parent, student, or other person shall be promptly called to the attention of the teacher. Any complaint not called
6 to the attention of the teacher may not be used as a basis for any disciplinary action against the teacher.

7 Any disciplinary action taken against the employee shall be appropriate to the behavior which precipitated the
8 disciplinary action. The teacher and the administrator shall mutually set the standards of privacy at all
9 disciplinary sessions.

10 **C. Due Process:**

11 Each employee shall be entitled to have an Association representative of his/her own choosing present during
12 any formal disciplinary action. When a request for such representation is made, no action shall be taken with
13 respect to the teacher until such representative of the Association is present. In the event a formal disciplinary
14 action is to be taken, the teacher shall be advised of the right to representation under this provision of the
15 agreement prior to the action being taken. Each employee shall be given adequate time for preparation, and
16 presentation, which may include other persons.

17 Formal disciplinary action shall provide the right to be heard and in each case shall afford recourse to the
18 Grievance Procedure.

19 **Section 4 - Complaints**

20 The employee shall be entitled to set the standards of privacy at the time of any complaint made against a
21 teacher or person for whom the teacher is administratively responsible, by any parent, parental group, student, or
22 other person (complaint). The complaint shall be presented at a time and place mutually agreeable to the
23 complainant and the teacher.

24 The teacher and the complainant shall work toward an informal resolution to the complaint.

25 If the complaint is not satisfactorily resolved, the principal or his/her representative shall try to resolve the
26 complaint informally, if so requested by the teacher or the complainant. The principal or his/her representative
27 shall respect the standards of privacy set by the teacher and the complainant.

28 If the complaint is not satisfactorily resolved, the teacher or the complainant may then write up a formal
29 complaint and submit such to the principal. The complaint shall be presented at a time and place mutually
30 agreeable to the teacher, complainant, and the principal.

31 If the complaint is not satisfactorily resolved, the principal may then formally submit the complaint to the
32 Superintendent of Schools. The complaint shall be presented at a time and place mutually agreeable to the
33 teacher, complainant, principal, and the Superintendent of Schools.

34 If the Superintendent of Schools does not satisfactorily resolve the complaint, the complaint may then be
35 submitted by the Superintendent of Schools to the Board of Directors for their review and possible determination.

36 **Section 5 – Employee Sexual Misconduct**

1 In order to provide the safest educational environment for children, school districts must provide known
2 information regarding employees' sexual misconduct when those employees attempt to transfer to different
3 school districts.

4 Prior to hiring an applicant, the Selkirk Consolidated School District shall request the applicant to sign a
5 Washington State Sexual Misconduct Disclosure Release form for each previous school district employer,
6 pursuant to RCW 28A.400 and WAC 181-87 and WAC 181-88.

7 A. authorizing the applicant's current and past employers to disclose to the Selkirk Consolidated School
8 District sexual misconduct, if any, by the applicant and make available to the Selkirk Consolidated
9 School District copies of all documents in the previous employer's personnel, investigative, or other files
10 relating to sexual misconduct by the applicant; and

11 B. releasing the applicant's current and past employers, and employees acting on behalf of that employer,
12 from any liability for providing information.

13 Information received shall be used only for the purpose of evaluating an applicant's qualifications for
14 employment in the position for which he/she has applied. The Selkirk Consolidated School District shall not hire
15 an applicant who refuses to sign the release.

16 An applicant may be employed on a conditional basis pending review of any sexual misconduct information.
17 If sexual misconduct information is disclosed, any contractual arrangements will become null and void
18 immediately.

19 **Section 6 - Academic Freedom**

20 The parties agree that the Board of Directors, under the direction of statutory authority and the Washington
21 Administrative Code, has the responsibility of directing development and then adopting courses of study and lists
22 of instructional materials. Teachers will be appointed to committees whose purposes shall be developing
23 courses of study and lists of appropriate instructional materials to be recommended for Board adoption.

24 Teachers shall be responsible for following established curriculum; however, the teacher shall determine the
25 method of presentation. The teacher while utilizing the established materials and programs may supplement
26 such established materials and programs so as to enrich the educational opportunities for the student.

27 The responsibility of a teacher shall include a commitment to democratic tradition, a concern for the welfare,
28 growth and development of children, and in insistence upon objective scholarship.

29 **Section 7 - Personnel Files**

30 The District shall maintain the employee's personnel file at the District Office. Each personnel file will contain
31 at least the following minimum items of information: required medical information, evaluation reports and annual
32 contracts, teaching certificates, college transcripts and fingerprint information.

33 The official files on teachers are confidential and as such shall be available for inspection only to the District
34 administration and the individual employee provided, however, that information in such files shall also be made
35 available for use to expressly authorized representatives of the District and teacher. In the event of an action
36 necessitating the use of that information, express authorization of such use shall be required from the teacher.
37 Provided, however, the parties recognize information and records in an employee's personnel file may have to

1 be released under the requirements of the Washington public records law, under a subpoena, a union's request
2 under a grievance or unfair labor practice, and other legal requirements and processes.

3 At the teacher's request, some other person of the teacher's choosing may be present for the review of the
4 official file. Review of a teacher's official file will be supervised by the Superintendent or the Superintendent's
5 designee. Nothing in the file may be removed, changed, or destroyed by the teacher. Teachers, at their own
6 expense, may copy materials in their official files.

7 Each certificated teacher's official personnel file will contain only information pertinent to that teacher's
8 employment with the District.

9 Any material not shown to a teacher within thirty- (30) calendar days after receipt or composition thereof shall
10 not be allowed as evidence in any grievance or in any disciplinary action against that teacher, nor shall any
11 materials be kept or placed in the personnel file without the teacher's knowledge and opportunity to attach
12 his/her comments to it.

13 **Section 8 - Certificated Staff Evaluation**

14 **A. General:**

15 Certificated classroom teachers and certificated support personnel holding non administrative positions
16 (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with
17 the procedures and criteria set forth in RCW 28A.405.100. The minimum criteria shall include: (i) Centering
18 instruction on high expectations for student achievement; (ii) demonstrating effective teaching practices; (iii)
19 recognizing individual student learning needs and developing strategies to address those needs; (iv) providing
20 clear and intentional focus on subject matter content and curriculum; (v) fostering and managing a safe, positive
21 learning environment; (vi) using multiple student data elements to modify instruction and improve student
22 learning; (vii) communicating and collaborating with parents and the school community; and (viii) exhibiting
23 collaborative and collegial practices focused on improving instructional practice and student learning. Student
24 growth data must be a substantial factor in evaluating the summative performance of certificated classroom
25 teachers for at least three of the evaluation criteria listed in this subsection.

26 Employees shall indicate they have seen such materials and have received a copy thereof by signing their
27 signature and dating the copy that is to be placed in their personnel file.
28

29 **B. Evaluation:**

30 Evaluation shall mean the ongoing process of identifying, gathering, and using information to improve
31 professional performance, assess total job effectiveness, and make personnel decisions (WAC 392-191A-030).
32 The District and Association agree that the following evaluation system is to be implemented in a manner
33 consistent with good faith and mutual respect, and as defined in RCW 28A.405.110.

34 Responsibility for Evaluation: Within each school the Principal shall be responsible for the evaluation of
35 employees assigned to that school. Where no Principal is assigned to a school, the Superintendent or his/her
36 supervisory designee shall perform the evaluation. An employee assigned to two (2) or more schools shall be

1 notified in advance who the evaluator(s) will be. The administrative organization plan of the School District shall
2 be used to determine lines of responsibility for any employee who is not regularly assigned to any school.

3 Evaluation Criteria: Employees shall be evaluated in accordance with the appropriate criteria set forth in
4 RCW 28A.405.100. Both Non-Classroom-Assigned Certified Staff and 4-tiered evaluation forms are attached to
5 this agreement as Appendix E, which is hereby made a part of this agreement.

6 Required Evaluations:

- 7 1. All employees employed by the School District shall meet with the building principal or designated
8 evaluator within the first ninety (90) calendar days of the commencement of their employment or the
9 beginning of the school year whichever is later, to discuss the employee's self-assessment and
10 develop an evaluation plan for the school year.
- 11 2. All employees, including new employees, shall be evaluated annually, such evaluations to be
12 completed not later than the last working day of the school year in which the evaluation takes place.
- 13 3. If an employee is transferred to another position not under the Principal's jurisdiction, an evaluation
14 shall be made at the time of such transfer.
- 15 4. If an employee resigns during the school year, a final evaluation shall be completed prior to the
16 resignation date.

17 Evaluation Procedures:

- 18 1. Observations will be conducted openly and appropriate to the employee's position. Each teacher will
19 be observed two times per year, though provisional employees shall be observed three times.
- 20 2. A mid-year meeting will be held by February 15 with all employees which will serve as a progress
21 check regarding professional goals and evaluation criteria.
- 22 3. A teacher receiving a rating of BASIC or UNSATISFACTORY in any area may request additional
23 observations or provide evidence and artifacts for the Principal/Evaluator's consideration.

24 Implementation of the Law:

25 Should any conflict arise between this Article and the law, the law shall be controlling.

26 **Section 9 - Assignments/Transfers**

27 **A. Definitions**

28 Vacancy: A vacancy will be determined to exist when a person must be hired to fill a position following all
29 assignments and transfers.

30 New Position: A position is defined as a contracted teacher assignment. A new position would therefore be
31 a full or part-time position that did not exist the previous year and for which a person must be hired to fill.
32 Changes in teaching content to existing full or part-time positions will not be considered new positions.

33 **B. General Provisions**

34 Teachers shall be assigned according to the regulations of the State Board of Education. Grade, subject,
35 school and activity assignments shall be made by the District based upon the needs of the District and the
36 demonstrated skill, ability and professional qualification of the individual teacher to fulfill those needs. The

District will notify all teachers prior to the end of the school year about their probable assignments for the coming school year.

Those teachers being transferred in grade level or subject area that require preparation will be notified on or before the last working day of the school year. If retraining is necessary, the District will pay the cost of tuition, books, travel, meals and lodging if away from the employee's residence. Necessary retraining shall be defined as training required by the District and agreed to by the employee and/or training necessary to meet State Requirements.

Any teacher desiring a promotion or a transfer in grade, subject, school or activity assignment must submit a written request to the Superintendent on or before the end of the school year in order to be eligible for consideration for such transfer to be effective the following school year. Such request(s) will be kept on file until September 1 of the current year. Teachers requesting transfers will be notified in writing concerning the disposition of their request.

When school is in session, all vacancies and new positions shall be emailed to employees and posted on the bulletin boards in the respective building faculty rooms for at least five days in advance of the closing date and/or appointment date before out-of-district advertising occurs. During times when school is not in session, such notices shall be emailed to each member. In the event that no current staff member has appropriate certification and after consultation with the SEA President, a waiver will be granted to allow immediate posting of the vacant or new position to the public. Such notices will clearly set forth the qualifications for the position and the procedure for applying.

Assignments and transfers shall be subject to the Grievance Procedure only as to the procedural steps prescribed in this section.

Section 10 - Mentor Teacher Program

In order to implement the Mentor Teacher Program, the District and the Association agree to the following provision. The Mentor Teacher Program shall be totally voluntary for the Mentor. All first year teachers shall be participants of the Mentor Teacher Program, providing there is a willing and qualified Mentor. Selected mentor teachers and first year teachers shall receive the annual stipend funded by the State. Mentors and beginning teachers shall be provided the number of release days recommended and funded by the state guidelines. All substitute costs, travel, lodging and meals shall be paid at the level recommended and funded by the state.

No participating employee shall be subject to any additional evaluation procedures not outlined in the current Working Agreement. A mentor teacher shall not in any way participate in, or contribute to, the performance evaluation of the beginning teacher.

A. Selection Process

Upon hiring a first year teacher, the District shall notify all teachers within the beginning teacher's endorsement area of the opportunity to be a mentor teacher. Employees desiring to become mentor teachers shall apply in writing to the building principal. Applicants must possess appropriate qualifications and meet the selection criteria as outlined in this provision. If at all possible the mentor teacher shall be selected from the

building of the beginning teacher. Selection shall be made by the building principal and the SEA President, with input from the beginning teacher.

B. Mentor Teacher Qualifications

1. Match the subject area, building, and grade level of their beginning teachers whenever possible.
2. Employed full time, primarily as a classroom teacher.
3. Previous three (3) years of proficient or distinguished teaching evaluations.
4. Hold a valid continuing teaching certificate.
5. Three (3) years of teaching experience within the District is preferable.

Selection Criteria:

The mentor should:

1. Demonstrate effective teaching skills.
2. Have a good understanding and perspective of District and building policies, procedures, and programs.
3. Possess a high level of professional development/commitment.
4. Demonstrate good communication skills and interpersonal skills.
5. Have the necessary level of energy and enthusiasm and a high level of creativity.
6. Be well respected by staff and be viewed as a strong role model.
7. Have compatible ideologies - a shared conception of teaching and learning.

Seniority may be a consideration in the selection process if all other factors are equal.

Under no circumstances shall a person be rejected as a mentor for arbitrary, capricious or discriminatory reasons. Prior to the implementation of the Mentor Teacher Program, the Superintendent shall inform the SEA president, in writing, the basis of selection of the mentor teacher(s) over other applicants.

Section 11 - Position Sharing

1. Position sharing is a procedure whereby two employees other than substitutes share a position. Employees desiring to share a position must submit such request to the superintendent, or designee, no later than May 1 of each school year. The District shall determine, in a timely manner, whether or not to honor the request. It is the intent of the parties to conscientiously work towards solving problems of position sharing. Reasons for denial will be given upon request.
2. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, and reporting responsibilities, early release days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which shall insure intra-team communication necessary to support the total program.
3. If the position sharing dissolves because one of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full-time basis.
4. The two employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:

- a. Only two employees may share a position.
- b. Each employee will be issued a standard contract with a salary proportionately based on his/her salary schedule position for the amount of time to be shared (i.e., half-time=half salary).
- c. Each employee will receive his/her proportional fringe benefit amount.
- d. The employees may substitute for each other at the normal substitute pay rate or by changing the work-hour pattern with the principal/supervisor's approval.
- e. Seniority will accrue according to the length of the employee's contract (i.e., half-time=one-half year seniority).
- f. Employees will advance on the salary schedule the same as any other part-time employee.
- g. Employees may establish their work schedule with approval of their principal/supervisor.
- h. Entering into a position-sharing relationship does not waive any legal rights under Washington code or contract rights under this Agreement.
- i. Requests to move back into a full-time job will be made under the Assignment and Transfer procedure contained in this Agreement.
- j. Employees wishing to continue sharing a position should so inform the District by May 1.

Section 12 - Individual Contracts

Each employee shall be issued an individual employment contract which shall be subject to and consistent with the laws of the State of Washington and with the terms and conditions of this agreement.

If used, supplemental contracts for extra-curricular and special assignments will also be subject to and consistent with Washington State Laws and the terms and conditions of this agreement.

Should the District issue contracts prior to or during good-faith negotiations, such contracts will be based on the salary schedule currently in effect, together with the inclusion of a rider specifying the District will enter into good-faith negotiations or has entered into good-faith negotiations with the Association. Said rider will specify that individual contracts will be adjusted in conformity with the agreement reached between the District and the Association. The employee, upon request, will be released from contract obligations when a suitable replacement can be found.

Two (2) copies of the individual contract will be given to the employee, one (1) of which will be signed and returned to the District.

Section 13 - Workday and Preparation Period

The teacher workday will be (is) a seven and one-half (7 1/2)-hour day including the thirty (30) minute duty-free lunch period. This seven and one-half hour day shall include time before and after the student day. Based on school start and end times, each building principal shall designate the start and end times for the teacher workday at the beginning of each school year. Teachers will be free to leave five (5) minutes after bus departure on the last working day before Thanksgiving, Christmas, Spring vacation, and the last day of school in June. Any teacher wishing to complete their official check out for the year prior to 1 p.m. on the last day of school must make prior arrangements with the principal. Teachers who have extended their work day(s) during parent/teacher conferences beyond the regularly scheduled work day to complete conference duties, as

documented by the Teacher and approved by the Building Principal, will be allowed to trade such documented time and leave no earlier than five (5) minutes after the students have been dismissed and buses have departed on the last day of scheduled parent/teacher conferences as established by the school calendar.

The District shall provide a minimum thirty (30) continuous minutes duty-free lunch period for employees pursuant to State law.

Both parties recognize that preparation time is important. The District will attempt to schedule preparation period in blocks of time so as to afford (give) efficient use of such (prep) time by each teacher. (Unless mutually agreed to by teacher and principal, no block of regular time to be less than 15 minutes for K-5 or one class period for 6-12.)

1. All secondary certificated employees directly involved in classroom instruction as a regular classroom teacher will have the equivalent of one instructional period per regular work day, which time will be used for classroom preparation.
2. All elementary teachers will have a minimum of 40 minutes per day (200 minutes per week in a 5-day school week) excluding the half hour of duty free lunch, the regularly scheduled staff meetings and time before and after school. The District will attempt to schedule the time so teachers have at least one 25 minute block per day in grades 1-5. The time available while a teacher's students are in a class taught by a specialist, or another elementary teacher will be used to meet the 200 minute per week requirement.

During the preparation time employees should remain in their building unless the building principal or his/her designee gives them permission to leave the premises.

Preparation time will be interrupted only for the infrequent occasions that are necessary for maintenance of vital school services.

Teachers will attend weekly staff meetings, and these meetings will not run over thirty (30) minutes past the teacher's workday, unless by mutual agreement.

Teachers will have readily available lesson plans for periodic review by their Principal and for use by substitutes when needed.

Preparation periods will be devoted primarily to the instructional program, conferring with parents or students and the maintenance of records.

It is agreed that in the event of an unexpected or sudden decline in enrollment, then the preparation time at the elementary grades will be made available, but not guaranteed at the 40 minute daily level.

Section 14 - Method of Salary Payment

Employees are paid in twelve (12) monthly installments. Pay checks will be issued on the last business day of each month. By prior arrangement with the district office, staff may choose to 1) have checks mailed to a predetermined address to be mailed on the last business day of the month, or 2) have paychecks directly deposited into the employee's bank account.

Mistakes made in payment will be corrected as promptly as possible, giving due regard to avoiding any employee hardship.

An employee leaving the District's employment will be paid in the same monthly installments as those employees being retained by the District until the appropriate amount of compensation has been paid.

The teacher's current basic salary schedule is attached as Appendix B.

The teacher's supplemental contract salary schedule is attached as Appendix C.

Section 15 - Use of Personal Vehicles

Employees may use personal vehicles for official District business only with written authorization by the District. This authorization should be requested and obtained in advance of the anticipated usage. Employees will present documentation as to actual usage of personal vehicles in a form and manner approved by the District. Employees should note that personal insurance should be adequate to cover possible liability claims where the transport of students is involved using staff vehicles. Upon approval, the cost-per-mile reimbursement shall be as per OFM guidelines.

Section 16 - Insurance Benefits

Group health insurance benefits, funded by State dollars received by the District, will be provided by the District. The District will obligate State permissive benefit dollars intended for employee health benefits to all certificated employees of the District. Participation in the selected health benefit plan chosen will be mandatory for all full-time employees in the bargaining unit. Further, health benefit coverage will be at tiered rates. The Association and the District will review the chosen plan each year to evaluate the plan and by mutual agreement will either continue with the plan in effect, or choose a replacement plan for the next year. The object of such a review will be to reflect the Association/District needs for health benefit coverage with a cost effective and complete service plan that provides services deemed desirable by both parties.

By November 1, the District will pool unused benefit dollars received by the State and disperse them equally to all certificated employees. A change in an employee's life circumstances resulting in an increase or decrease of medical coverage will trigger a re-pooling of available unused benefit dollars. Employees hired after November 1, however, will receive only their State permissive benefit dollars based on their FTE.

The District agrees to offer the option of an IRS 125 plan that includes the following three components: insurance premium payment, health care expense reimbursement, and dependent care expense reimbursement to employees at no individual cost providing that there are a minimum of twelve district participants

The District recognizes the cost to employees for health care "carve-out" and will pay 34.78 per FTE.

Beginning on January 1, 2020 the language in Section 16 (lines 9-25) is superseded with: The district shall contribute all allocated premiums by SEBB toward employees' covered benefits. Premiums shall be applied to the mandatory benefits offered by SEBB, currently medical, dental, orthodontia, vision, and basic life and accidental death. Employees shall be eligible for benefits based on SEBB guidelines.

New employees who begin work on September 1, 2020 or through the first day of school shall begin coverage on the first day of work if they meet SEBB eligibility guidelines. Employees hired after at any other time during the school year and who meet SEBB eligibility guidelines will have an effective date of coverage on the first day of the month following the day they begin work.

Eligible employees will have access to all other SEBB offered plans and programs.

Benefits shall end on August 31. If an employee resigns, benefits shall end on the last day of the month the resignation is effective or August 31, whichever is letter. Otherwise benefits are governed according to the insurance year and school year requirements.

Section 18 - Employee Protection

- A. Threats: Any employee who is threatened with physical harm by any person or group while carrying out assigned duties shall immediately notify the Superintendent or designee. Immediate steps shall be taken by the Superintendent or designee in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts. Precautionary measures for the employee's safety shall be reported to the employee and the SEA President by the Superintendent or designee at the earliest possible time.
- B. Legal Assistance: Legal counsel shall be provided, through insurance, to any employee against whom a law suit is initiated, provided such employee at the time of the act or omission complained of was acting within the legal scope of his/her employment or under the direction of the District. No criminal acts will be covered.
- C. Professional Liability: The District shall hold employees harmless and defend from any financial loss, including reasonable attorney fees for any actions arising out of any claim, demand, suit, criminal prosecution or judgment by reason of any act or failure to act by such employee within or without District buildings, provided employee, at the time of the act or omission of act complained of, was acting within the scope of his/her employment under the direction of the District. No criminal acts will be covered.
- D. Self Protection: Employees may use reasonable measures with a student, patron or other persons as is necessary to protect him/herself from attack, physical or verbal abuse or injury, or to prevent damage to District or personal property.
- E. Dangerous Students: The District shall inform employees prior to assigning to such employees any student who evidences or who has evidenced symptoms of behaviors that could present a health or safety problem to the employee or to other students. The District shall present specific information about known symptoms and/or behavior pattern(s) of such student(s) to employees in advance of assigning such students to employee supervision. The District shall meet with employee(s) in advance of such assignment(s) to discuss strategies for managing these situations and for outlining District resources and assistance that shall be available to such employee(s) prior to such assignments being implemented.
- F. Short Term Removal: Employees have the right to exclude a violent student from their classroom for the balance of any class period.

ARTICLE III - CERTIFICATED LEAVES

Section 1 - Sick Leave

At the beginning of each school year each employee covered by this Agreement will be credited with an advanced sick leave allowance of one day per month in which salary is paid. Employees working less than one

hundred eighty (180) days will receive sick leave credits on a prorated basis in the proportion that their time worked bears to the number of contract days. Sick leave will be vested when earned and may be accumulated up to a maximum of one hundred eighty (180) days. Employees shall be provided a list of accumulated sick leave credits on or before September 1.

Sick leave is defined as one (1) or more hours of absence from work duty during normally scheduled hours of work, normal work days, and/or normal work weeks due to an eligible employee's personal illness, injury, temporary disability due to pregnancy or childbirth, exposure to contagious disease, for keeping medical, dental or optical appointments, or need to provide emergency care for a relative in the custody of and residing in the home of the employee.

1. Paid sick leave will be granted to the extent of accumulated credits but only when an eligible employee is required to be absent from work for one of the following reasons:

- a. Illness, or temporary disability (will include, but not be limited to the disability of the employee due to pregnancy, miscarriage, abortion, childbirth, and/or recovery therefrom), or from keeping medical, dental or optical appointments.
- b. Exposure of the employee to a contagious disease when his/her attendance at work would jeopardize the health of others.
- c. In addition to the reasons listed above, emergency care of a relative in the custody of and residing in the home of an employee.

Sick leave credits are granted as a form of insurance to minimize a loss of compensation to employees due solely to reasons herein specified as the legitimate use(s) of sick leave.

Sick leave only accrues when the eligible employee is on pay status. No sick leave accrues during absences without pay.

After five (5) consecutive workdays of sick leave, a doctor's verification by certificate of the employee's health condition(s) may be required of the employee for verification of the employee's present illness. A second opinion may be requested and paid for by the District.

Absence due to illness or injury will be reported at the beginning of the absence and in accordance with procedure. Notice of illness requiring time off the job will be reported, when possible, at a predetermined telephone number to be provided the teacher, no later than 7:00 a.m. of the day to be missed. If the person who is ill cannot return for the ensuing day, then an attempt will be made to notify the applicable Building Principal no later than 3:00 p.m. of the preceding day.

Absence will be charged as one (1) hour of sick leave for one (1) hour of absence in 15 minute increments.

Section 2 - Employee Attendance Incentive Program

At the time of separation from school district employment due to retirement* or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day of compensation for each four days of accrued leave for illness or injury at district expense.

In addition, an eligible employee can exchange accrued sick leave, in excess of sixty (60) days, at a rate equal to the daily compensation of the employee, one-day compensation for every four days of accrued sick

1 leave. Written request must be submitted to the district office by January 31, no claim may exceed twelve (12)
2 days, and is governed by RCW 28A.400.10

3 Further, the parties agree that employees who are retiring will receive compensation for their full claim
4 against the employee attendance incentive program, provided the employee notifies the District in writing of their
5 intention to retire prior to **April 1** in the year immediately preceding the year of retirement (i.e. *April 1, 2015*
6 *notification for a June 2016 retirement*). Employees not providing notification to the District prior to **April 1** of the
7 year preceding their retirement will be limited to compensation capped at no more than \$15,000 for the pool of
8 employees retiring without prior notice, regardless of the total number of accrued days per employee. The
9 \$15,000 pool will be divided proportionate to the days accrued by each employee.

10 **For the purpose of this provision, retirement will be defined as when an employee is eligible to receive*
11 *benefits under Washington State Teachers' Retirement System (WSTRS) as defined in RCW 28A.400.212.*

12 **Section 3 - Family Illness**

13 Family illness is defined as one (1) (or) more days of absence from work duty during normally scheduled
14 hours of work, normal workdays, and /or normal work weeks due to the serious illness of the employee's
15 relative(s) as listed herein. Serious illness is defined as "incapacitated" as determined and put in writing by a
16 doctor. Paid family illness leave will be granted and shall be deductible from sick leave. For the purpose of this
17 leave, "relative" will include only:

- 18 1. Spouse,
- 19 2. Child, grandchild, or foster child, son-in-law, or daughter-in-law,
- 20 3. Grandparent, parent, brother, or sister of either the employee or spouse.
- 21 4. Any person living in the employee's household.
- 22 5. Other relatives not listed shall be dealt with by the Superintendent or his/her designee on an individual
23 basis with the employee.

24 **Section 4 - Injury on the Job**

25 The employee will file an application for Worker's Compensation in accordance with state law for a period of
26 absence from work due to injury or occupational disease resulting from employment with the Selkirk School
27 District. Such filing will be subject to the following procedure:

- 28 1. The first three (3) days off the job will be chargeable to sick leave when not paid by the Worker's Co-op
29 the NE Washington Worker's Co-op pays the first three days only if the time loss exceeds fourteen (14)
30 days.
- 31 2. After three (3) days, the employee shall elect one of these options:
 - 32 a. Elect to receive the appropriate industrial insurance and no supplemental District pay, in which
33 case no charge will be made against sick leave for an absence beyond three (3) days.
 - 34 b. Elect to receive the appropriate industrial insurance payment and supplemental District pay, which
35 together equals that employee's regular pay; in which case, sick leave shall be charged on the
36 ratio of the industrial insurance payment to the employee's regular pay.

When sick leave credits are exhausted, or not available, the employee will go on a leave of absence without pay status. After two (2) years, the District may terminate the employee or may consider an extension of the leave of absence. If the employee is placed on permanent disability by the appropriate State authority before the exhaustion of sick leave credits or before the expiration of the leave of absence, then the date of termination of employment with the District will be the date on which the permanent disability becomes effective.

Should any employee apply for Worker's Compensation and the claim is then or later denied, sick leave credits may be used for the absence in accordance with other provisions of this policy.

The District will have the right to have the employee examined by a physician of the District's choice to determine the employee's fitness to return to work with the cost of such an examination to be borne by the District.

Section 5 - Bereavement Leave

Bereavement leave is defined as one (1) or more days of absence from work duty during normally scheduled hours of work, normal work days, and/or normal work weeks due to the death of the employee's relative(s) as listed herein. Paid bereavement leave will be granted when the employee is required to be absent from work for the reasons of death of the employee's relative(s). Leave for this absence will not exceed five (5) work days for any one occurrence, unless otherwise extended by the recommendation of the employee's supervisor, with the approval of the Superintendent or his/her designee.

Such extensions shall be deducted from the employee's sick leave. For the purpose of this leave "relative" will include only:

1. Spouse,
2. Child, grandchild, or foster child, son-in-law, or daughter-in-law,
3. Grandparent, parent, brother, or sister of either the employee or spouse.
4. The employee's former guardian or foster parent, or ward that resides elsewhere.
5. Niece, nephew, aunt or uncle.
6. Any person residing in the employee's household.
7. Other individuals not listed above will be dealt with by the Superintendent or his/her designee on an individual basis with the employee or at the employee's option, the employee may use sick leave.

Section 6 – Family Medical Leave Act (FLMA)

FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Non-workdays will not be counted as part of the 12-week benefit period (winter, spring, and summer breaks). Such leave shall be used concurrently with other district leave (sick leave, personal leave, WA Family Leave, and may result in some of the FLMA leave in paid status.

Eligible employees are entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the employee's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the employee unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty," **or**
- Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Section 7 - WA family Leave Act (Paid Family Medical Leave or PFML)

Such leave shall be used concurrently with the employee's other leave entitlements. The twelve-week benefit period shall be defined by PFML guidelines. An employee may elect not to access leave entitlements beyond accumulated sick leave and personal leave.

Section 8 - Jury Duty

The Superintendent or his/her designee will allow leave with pay to permit an employee to serve as a member of a jury, or to perform other civil duties.

Any employee who performs jury duty or other civil duties will retain travel reimbursement and per diem, if any, which may be awarded the employee for the performance of jury duty or other civil duties.

Section 9 - Military Leave

Paid leave, not to exceed fifteen (15) calendar days in any one school year, shall be allowed an employee ordered to active duty training in:

1. Washington National Guard
2. U.S. Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve
3. Any organized reserve or armed forces of the United States.

The individual requiring such leave will present to the Superintendent valid orders from the appropriate military authorities showing date and place of reporting, length of tour of duty, and anticipated date of return to the District.

Such leave will be in addition to any sick leave to which an employee might otherwise be entitled, and will not involve loss of privileges, or pay.

Section 10 – Leave of Absence

An employee may be granted a leave of absence for a period of one (1) year; provided, however, if such leave is granted, one (1) additional year may be granted.

1 The returning employee will be assigned to the position occupied before the leave of absence or to an
2 equivalent position in terms of pay and responsibilities. Employees hired to fill the position of employees on
3 leave of absence will be hired for a specific period of time with no continuing employment rights once the
4 employee on leave has returned and during which time they shall be subject to all provisions of this Agreement.
5 It is the responsibility of the employer to inform replacement employees of these provisions.

6 The employee shall retain accrued sick leave and seniority rights while on leave of absence. However, sick
7 leave and seniority shall not accrue while the employee is on leave of absence

8 **Section 11 - Personal Leave**

9 The Superintendent or his/her designee may approve not more than three (3) days personal leave per school
10 year to employees for leave not specified in other sections of the leave policy. This leave shall require three (3)
11 days advance notice, except in extenuating circumstances, in writing to the Building Principal.

12 Absences will be charged as ½ day of leave for 0-3.5 hours of personal leave and a full day for 3.6-7 hours of
13 leave.

14 Employees will be allowed to carry-over one (1) one unused personal leave day to a maximum of four (4) in
15 any year. Employees may not use more than two consecutive days of personal leave, provided, however, that
16 the superintendent may grant exceptions for extenuating circumstances. Employees will be allowed to cash out
17 unused personal leave up to the maximum of days earned at \$100 per 7-hours of personal leave. No pro-rated
18 leave days will be eligible for carry-over or cash-out. Included in employees' August paychecks will be the cash
19 value of any eligible personal leave per terms of this section unless the employee notifies the district office of the
20 intent to carry over a full day of personal leave for the next school year. Notice to carry over must be provided to
21 the district office in writing on or before the last contracted teacher workday of the school year.

22 **Section 12 - Association-Related Leave**

23 Associated-related business on a short-term basis up to an aggregate of twelve (12) days per school year
24 with no more than six (6) days per employee shall be with pay unless approved by the superintendent.

25 Associated Related Leave must be requested through the union president. The Association shall reimburse the
26 District for the actual costs of the substitute. The Association shall hold the District harmless as outlined in the
27 Indemnification Agreement (Appendix A).

28 **Section 13 - Attendance at Professional Meetings & Conferences**

29 Upon submission of an appropriate expense voucher, paid leave with reimbursement for necessary lodging,
30 meals, travel, and registration expenses shall be granted by the Superintendent for previously-approved
31 attendance at professional meetings. It is the philosophy of the district to support as many professional
32 development requests as possible and to that end, reimbursement for lodging, meals, and travel may be
33 negotiated by the building administrator or Superintendent if the professional development is at the employee's
34 request and not required by the district. At minimum, for professional development in Spokane not requiring an
35 overnight stay, the employee will receive an offer to use a school vehicle.

ARTICLE IV - OTHER TERMS & CONDITIONS OF EMPLOYMENT

Section 1 - Employee Work Year

The employee work year will be 180 days on a 5-day school week or the equivalent time dispersed on a 4-day school week when the district operates under a modified calendar.

Section 2 - Teacher Facilities

The District considers the following listed facilities to be standard for classroom teachers and agrees to continue to maintain listed facilities presently available, and agrees to provide within the limits of budget allocations the listed facilities not yet available:

1. A work area with appropriate equipment as needed in the preparation of instructional materials.
2. A faculty lounge.
3. A desk, chair, and adequate facilities for filing and storage of instructional materials in the classroom.

Section 3 - Embodiment

Except for the application of Article I, Section 4, the Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

Section 4 - Teacher Work Load

The parties jointly recognize that small class size can be beneficial to students. The District shall attempt to assure that the number of students in classes shall not exceed the following:

1. Kindergarten: 22
2. Grades 1 & 2: 25
3. Grades 3 & 4: 28
4. Grade 5: 30
5. Grades 6-12 125 students per instructional day of six (6) periods.

The following are exceptions to the above:

1. Performing Arts
2. P.E. Classes

The above numbers will be based upon the State FTE formula, not by building average, but by class, including pull-outs.

When the attendance exceeds the limits indicated above, and remains there for a period of two (2) weeks, a class size committee will be in place to make recommendations on relief options designed to assist the affected teacher.

The class size committee will be made up of one WEA member, the building Principal and the affected teacher. The Committee will consider the following relief options:

1. Reassigning students to another class;
2. Classroom aide time;
3. Additional teaching time;

4. Reassigning of employees;

5. Other forms of assistance which may be proposed as recommended by the class size committee.

The class size committee shall meet within five days after the attendance exceeds the limits established above. The committee shall make recommendations to the Superintendent within five (5) days of their meeting. The Superintendent will then review the recommendations submitted and either make a recommendation to the Board of Directors' for action or respond with alternative solutions to the committee. (Days as used within this section refer to school days.)

It is agreed that in the event of an unexpected change in enrollment, the above numbers cannot be guaranteed. The District will make a good faith effort to maintain class size.

Section 5 - Staff Protection

The District will submit claims to the District insurance carrier for personal property damaged, destroyed, or stolen while on school property and/or while used in the performance of an employee's duties provided the equipment or property is used with express permission of the Principal. In addition, an employee's personally owned property or professional equipment will not be subject to the insurance carrier deductible if the Principal has approved the use of the item, in advance. The employee must submit a personal equipment inventory, in advance of use, to the Principal.

Section 6 - Student Discipline

In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable Federal and State laws.

The Board and Superintendent shall support and uphold teachers in their efforts to maintain discipline in the District, and shall give prompt response to all teachers' requests regarding discipline problems. Further, the authority of teachers to use prudent disciplinary measures for the safety and well-being of students and teachers is supported by the Board. In the exercise of authority by a teacher to control and maintain order and discipline, the teacher shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws or regulations.

Section 7 - Substitute Teachers

A. General

The classroom teacher may submit to the Building Principal or designee a prioritized list of substitutes to be called in case of that teacher's absence. The teacher's priorities will be honored whenever those substitutes are available.

Substitutes will be arranged as far in advance as possible, in the case of pre-arranged absences.

The teacher will use experience, subject matter knowledge, and classroom management skills to prioritize substitutes. The list may be redone at any time.

B. Compensation for covering during duty-free time

1 A certified teacher will be compensated for covering, during his/her duty-free planning time, another
2 teacher's class during the student day. The assignment must be pre-approved by the principal, tracked by the
3 teacher who would submit documentation monthly to the building secretary for verification. Compensation will be
4 at the rate of six (6) periods of substitute coverage for one-short-term substitute teacher daily rate of pay.
5 Payment will be calculated at the end of the school year and extra duty free periods that the teacher has gained
6 throughout the year will be subtracted first. The days gained after senior graduation will be exempt from the
7 calculation. Payment will be made with July payroll.

9 **ARTICLE V - GRIEVANCE PROCEDURE**

10 **Section 1 - Definitions**

- 11 1. A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding
12 an interpretation of the Agreement.
- 13 2. A grievant shall mean an individual employee or the Association.

14 **Section 2 - Time Limits**

- 15 1. Grievances will be processed as rapidly as possible; the number of days indicated at each step will be
16 considered as maximum, and every effort will be made to expedite the process, except that any
17 grievance will be processed during the period in which the parties involved are available. A grievant
18 must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of
19 knowledge of the act, whichever is later.
- 20 2. To the extent that time limits are expressed in days, days shall consist of school days except that after
21 the end of the regular school year they shall consist of all business days so that the grievance may be
22 adjusted as soon as possible.
- 23 3. Failure of either party to comply within the time limits set forth will serve to declare the grievance as
24 settled based upon the last request made or last answer provided, and no actions shall be taken.
- 25 4. The time limits as specified herein may be extended by mutual concurrence of the parties; provided
26 however, no request for extension of time limits shall be made by either party after the applicable time
27 limits in any of the grievance steps have already expired.

28 **Section 3 - No Reprisals**

29 There shall be no reprisals of any kind against any party in interest for reasons of participation in the
30 grievance procedure.

31 **Section 4 - Submission of Grievances**

- 32 1. Each grievance will be submitted separately except in cases wherein both the District and the
33 Association mutually agree to have more than one (1) grievance handled in one (1) hearing.

2. If a grievance affects a group of employees or the Association, the Association may initiate and submit a Class Action or Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance will be commenced at Step Two.
3. If an employee is aggrieved by an action or nonaction of an administrator above the supervisor, Step One of the procedure will begin with the responsible administrator.

Section 5 - Selection of the Standing Arbiter

1. The parties to this Agreement agree to select a Standing Arbiter to hear all grievances which have not been resolved by the grievance procedure. The Standing Arbiter will be selected by mutual agreement. If a unanimous selection is not possible, the two sides will jointly request a list of five (5) names from the Public Employment Relations Commission. A coin toss shall determine the order of selection. Each party will alternately cross off one (1) name until only one (1) name remains. This person will then be designated as the Standing Arbiter to arbitrate unresolved grievances. This selection process will be completed within thirty (30) days of the execution of this Agreement.
2. It is mutually agreed that once selected, a Standing Arbiter will serve until formally replaced. If either party wishes to change the arbiter, a written Notice of Change would be submitted to the other party. Another arbiter will then be selected as in the above procedure for all grievances filed after the Notice of Change has been submitted to the other party.
3. Grievances submitted by the Association will be subject to the arbitration process herein provided.

Section 6 - Grievance Processing Steps

Step One

- a. Informal discussion -- An employee with an individual or group grievance will discuss it first with the principal or immediate supervisor. This informal discussion will not be bypassed unless it is an Association or class action grievance. Only these two (2) individuals will attend this informal meeting or discussion, unless mutually agreed otherwise. If mutual agreement cannot be reached, the employee may bypass the informal meeting and mandatory time limits begin. Every effort will be made to resolve the grievance at this level in an informal manner. An employee requesting such a meeting will identify the subject as a grievance matter, and mandatory time limits hereinafter provided will officially begin immediately after the employee discusses the grievance with the principal or supervisor.
- b. Formal submission -- In the event the grievant is not satisfied with the disposition of the grievance through informal discussion, he/she will put the grievance in written form, indicating the article, section, and the specific term(s) violated or misinterpreted, the relief sought, and within five (5) days from the date of the informal discussion with the supervisor, present the signed grievance to his/her building principal or immediate central staff supervisor, who in turn shall within five (5) days provide the grievant with a written disposition of the grievance.

Step Two

In the event that the grievant is not satisfied with the disposition of the grievance at Step One, he/she will within five (5) days refer the grievance in writing to the District superintendent. The District superintendent or designee will meet with the grievant and will provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

Step Three

Conciliation. Grievances which are unresolved at Step Two may, by mutual agreement, be discussed at a meeting between the parties to the dispute during a labor/management meeting as provided in Article VII of this Agreement provided the request is made within five (5) days following termination of Step Two. All pertinent facts and information available will be reviewed in an effort to resolve the grievance through conciliation.

Step Four

The parties to this Agreement agree to submit to arbitration any grievance which has not been resolved through the use of the above enumerated grievance steps and procedures, provided it is submitted within ten (10) days following its termination in the grievance procedure. The Association will notify the other party in writing that the matter is to be submitted. The arbiter will hear the case submitted within ten (10) days after its initial presentation. The arbiter will follow the Voluntary Rules of the American Arbitration Association and will have no authority to extend, alter or modify this Agreement or its terms. The arbiter will limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbiter will have no power to extend the Agreement in the areas of wages, fringe benefits, or other items of cost. The arbiter will be without power to award punitive damages. The arbiter will make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within ten (10) days after the final hearing is concluded. The arbiter's decision will bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbiter's decision.

Section 7 - Costs

The District and the Association will bear its own expenses involved in the processing of a grievance. The two (2) parties will share equally the cost of the arbiter.

Section 8 - Limitations on grievances

1. The grievance procedure will not apply to assignment to administrative or supervisory positions or transfer of administrative or supervisory employees to subordinate positions.
2. Nonrenewal of provisional employees and matters relating to evaluation and placement of employees on probation will be grievable only through Step Three of the grievance procedure. Such grievance will pertain solely to alleged procedural discrepancies. Following Step Three of the grievance procedure, nonrenewal of provisional employees, matters relating to evaluation, placement of employees on probation, and nonrenewal or discharge matters will be governed and controlled by the rights, procedures, and remedies afforded in RCW 28A.405.310.

- 1 3. Grievances relating to employee workload will be grievable only through Step Three of the grievance
- 2 procedure contained herein.
- 3 4. The parties agree not to use the concept of a continuing grievance.
- 4

ARTICLE VI - TERM OF AGREEMENT

This agreement shall be effective upon ratification by the parties, and shall continue in effect until August 31, 2019.

This agreement shall be opened as of April 1, yearly, for the following:

1. Salary Items
2. Supplemental Contract Salary Schedule
3. Transportation Reimbursement
4. Insurance Benefits
5. Paid professional growth days
6. 4-Day School Week Appendix D
7. Other Items Mutually Agreed Upon

ATTEST:

FOR THE ASSOCIATION:

BY: _____
Clarinda Vandyke, SEA President

FOR THE SELKIRK SCHOOL DISTRICT

BY: _____
Nancy Lotze, Superintendent

INDEMNIFICATION AGREEMENT

The Association agrees to defend, indemnify, and hold the District harmless against any claim, suits, orders, or judgments brought or issued against the District as a result of actions taken by the District's proper implementation of the provisions of this Article that pertain to "Association Leave" policies.

It is mutually understood and agreed that the provisions of this paragraph are contingent upon:

1. The District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's choosing.
2. The District's compliance with paragraph 4 hereof: In the event the District chooses to be represented by its own counsel or fails to cooperate with the Association as provided herein, the District agrees that the Association will be discharged from any liability hereunder.
3. The parties to this agreement further agree that except as otherwise provided in paragraph 2 hereof, the terms and conditions of this agreement shall remain in full force and effect until and unless rescinded by giving written notice to the other which said notices shall be take place or have any effect hereunder during the terms of the collective bargaining agreement.
4. The District agrees to provide full cooperation and information to the Association in defending any suit which may be brought against it as a result of this hold-harmless agreement.

SELKIRK SCHOOL DISTRICT 2019-20 CERTIFICATED SALARY SCHEDULE

Years of Service	*** Education Experience ***							MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	42,500	43,648	44,837	46,029	49,854	50,954	54,779	57,245
1	43,072	44,236	45,440	46,685	50,549	51,520	55,385	57,834
2	43,617	44,792	46,009	47,350	51,203	52,091	55,944	58,420
3	44,179	45,365	46,595	47,978	51,825	52,631	56,474	59,011
4	44,730	45,968	47,206	48,637	52,505	53,198	57,066	59,622
5	46,750	47,271	47,793	49,303	53,158	53,774	57,630	60,234
6	47,337	47,865	48,393	49,979	53,815	54,364	58,200	60,818
7	48,377	48,916	49,456	51,128	55,021	55,470	59,361	62,053
8	49,944	50,501	51,059	52,869	56,814	57,209	61,156	63,945
9		52,178	52,753	54,629	58,666	58,967	63,008	65,892
10			54,467	56,479	60,570	60,819	64,912	67,891
11				58,383	62,563	62,723	66,905	69,944
12				60,226	64,610	64,702	68,950	72,083
13					66,706	66,751	71,047	74,271
14					68,813	68,859	73,292	76,545
15					70,604	70,649	75,197	78,535
16					72,015	72,062	76,701	80,105
17						73,464	78,188	81,677
18						74,867	79,676	83,250
19						76,269	81,163	84,822
20						77,672	82,651	86,395

As used in this subsection, the column headings "BA+(N)" refer to the number of credits earned since receiving the baccalaureate degree.

For credits earned after the baccalaureate degree but before the masters degree, any credits in excess of forty-five credits may be counted after the masters degree. Thus, as used in this subsection, the column headings "MA+(N)" refer to the total of:

- (i) Credits earned since receiving the masters degree; and
- (ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the masters degree.

For the purposes of this section:

- (a) "BA" means a baccalaureate degree.
- (b) "MA" means a masters degree.
- (c) "PHD" means a doctorate degree.
- (d) "Years of service" shall be calculated under the same rules adopted by the superintendent of public instruction.
- (e) "Credits" means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023.

No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the salary allocation schedule and LEAP documents referenced in this act, or any replacement schedules and documents, unless the employee has a masters degree.

SELKIRK SCHOOL DISTRICT 2019-20 CERTIFIED SUPPLEMENTAL CONTRACTS

Employees experience placement is based on Selkirk School District only.

0-3 Years	4-6 Years	7-9 Years	10 or more Years		
\$3,372	\$3,659	\$3,946	\$4,229	Music Director	
\$1,936	\$2,222	\$2,512	\$2,798	Yearbook Advisor	
\$1,936	\$2,222	\$2,512	\$2,798	Drama (Per Play)	Must have at least 7 students
				Senior Class Advisor	
\$1,219				Junior Class Advisor (Paid a maximum of two (2) advisors per class)	

Other Contracts

Extended Days if offered

Paid at per diem

Summer School

Paid at \$30.00 per hour

Hourly afterschool work or Tutoring

Paid at \$30.00 per hour

4-DAY SCHOOL WEEK – FRIDAY IMPACT STIPENDS

It is mutually agreed for the 2017-18 school year and while the District operates a 4-Day School Week, certificated employees employed by the Selkirk School District in the following supplement roles may have Friday obligations beyond those of other certificated staff. In recognition of the impact no non-contract Fridays, the following stipends at all experience levels will be paid in addition to any other compensation received for these positions:

\$500 Certificated Middle School Coaches per sport season
 Certificated Drama Directors per play
 Certificated Music Directors (one stipend per year reflective of Friday Pep Band commitments)

\$1,000 Certificated High School Coaches per sport season (includes head and assistant coaches)

OTHER CONTRACTS

Extended Days if offered

paid at per diem per hour

SUMMER SCHOOL

paid at per diem per hour

SELKIRK SCHOOL DISTRICT

4-Day School Week

THIS ADDENDUM IS ENTERED INTO PURSUANT TO ARTICLE VI OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT **AND SPECIFICALLY ADDRESSES ASPECTS OF A 4-DAY SCHOOL WEEK. WHILE THE SCHOOL DISTRICT OPERATES UNDER A 4-DAY SCHOOL WEEK WAIVER, THE DISTRICT AND ASSOCIATION AGREE TO ADD OR SUBSTITUTE THE FOLLOWING LANGUAGE UNDER THE APPROPRIATE SECTIONS. IN THE EVENT, THE DISTRICT REVERTS TO A 5-DAY SCHOOL WEEK THESE SUBSTITUTIONS WILL BE NULL AND VOID.**

8. Article 1 –ADMINISTRATION AND GENERAL, Section 3 – Philosophy (*Addition*)
 - a. **Add new paragraph, page 3:**

Beginning with the 2017-18 School Year, the District adopted a four-day student school week with the intention of increasing student and staff attendance, and improving working conditions by providing extra time during a school year work week calendar for vacations, personal business, and appointments. While the District recognizes all personal business and appointments cannot be accomplished on non-work day Fridays, the hope is that staff will make a concerted effort to do so as much as possible with the recognition that the contractual personal leave days are intended for those special events or personal needs that cannot be accomplished on non-work Fridays. Using a baseline from the 2015-16 school year, aggregated staff attendance numbers (personal and sick leave) will be tracked and reported annually in support of the District's Four Day School Week Waiver.
9. Article II – PERSONNEL, Section 13 – Workday and Preparation Period (*Substitution*)
 - a. **Line 35, page 16** (Strike 1 p.m. on the last day of school)

Substitute underlined language: Any teacher wishing to complete the official check out for the year prior to the end of the work day on the last contractual work day of the year must make prior arrangements with the principal.
10. Article III – CERTIFICATED LEAVES, Section 1 – Sick Leave
 - a. Line 33, page 19 (Substitute the underlined language) (*Substitution*)

While the District operates under a 4-Day School Week waiver, at the beginning of each school year each full-time employee covered by this Agreement will be credited 84 hours of sick leave.
 - b. Line 34, page 19 (Strike 180 days and substitute the underlined language): (*Substitution 2017*)

Employees working less than one hundred sixty eight 7.5 days (168) will receive sick leave credits on a prorated basis in the proportion that their time worked bears to the number of contract days.
 - c. Line 36, page 19 (Add underlined language) (*Addition 2017*)

Sick leave will be vested when earned and may be accumulated up to 180 days or 1260 hours which is calculated at 180 7-hour days.
11. Article III – CERTIFICATED LEAVES, Section 2 – Employee Attendance Incentive Program
 - a. Line 31, page 20 (Add underlined language at the beginning of this section) (*Addition 2017*)

For the purposes of this section while the District implements a 4-day school week, any remuneration will be calculated using a 7-hour work day as the divisor into accrued leave.
12. Article III – CERTIFICATED LEAVES, Section 12 – Personal Leave
 - a. Replace entire section as follows. (*Substitution 2017*)

While the District operates under a 4-Day School Week waiver, at the beginning of each school year each full-time employee covered by this Agreement will be credited 3 days or 22.5 hours of personal leave to be used for special events or personal business. Employees will make an effort to give at least three days' notice prior to taking leave. However, the District recognizes emergencies may arise that do not allow that notice.

Employees will recognize that the goal of the 4-day school week is improve working conditions by providing at least three business days per month of non-work time for personal business or vacation within the school year calendar which, hopefully, minimizes the need for additional personal time off. Increased staff attendance is a goal of the District's 4-day School Week Waiver.

Employees will not use consecutive days of personal leave, provided, however, that the superintendent may grant exceptions for extenuating circumstances.

Absences will be charged rounded to the nearest 15 minutes or .25 hour. At the end of the 2017-18 school year, and each subsequent year while the District operates a 4-day school week, any unused leave will be cashed out at per diem rates and included in each employee's August paycheck. No carryover of leave is permitted.

13. Article IV – EMPLOYEE WORK YEAR, Section 1

a. Replace the first sentence as follows. *(Substitution 2017)*

While the District operates under the 3-year waiver (2017-2020) for the 4-Day School Week, the employee work year will be 168 days including: 150 student days, 15 professional development days identified on the district calendar, and 3 days or 22.5 hours for compensation for hours worked during parent/teacher conferences, K-5 Family Nights, 6-12 Orientations and Open House, and other 6-12 non-school hour obligations (basketball dinner meals, Spirit Week and Homecoming Week activities, dance chaperoning, etc.). One of the 15 professional development days will be reserved to allow teachers time to set-up classrooms, unpack curriculum and materials, and prepare for the upcoming school year. That date will be determined by the building administrator.

Line 4: *(Substitution 2018)*

Beginning in 2018-19 and as long as the professional day is funded by the legislature, one additional non-contract day may be granted as professional growth in-service or training days. Such days must be approved by the Principal and/or Superintendent. Such approval must be made at least seven (7) days prior to the intended in-service or training day. Training attended on these days shall relate to the employee's professional growth goals identified through the 4-tier evaluation system. The employee shall be paid at a per diem rate up to one full day.

SELKIRK CONSOLIDATED SCHOOL DISTRICT #070**Teacher Evaluation Form**

Teacher: _____ Assignment _____ SY: _____
 U = Unsatisfactory (1) B = Basic (2) P = Proficient (3) D= Distinguished (4)

Expectations:		Overall Criterion Rating = _____			
Criterion 1: Centering Instruction on High Expectations		U	B	P	D
1	Providing Learning Goals and Scales (Rubrics)				
1.2	Celebrating Success				
1.3	Understanding students' interests and backgrounds				
1.4	Demonstrating value and respect for typically underserved students.				

Instruction:		Overall Criterion Rating = _____			
Criterion 2: Demonstration Effective Teaching Practices		U	B	P	D
2.1	Interacting with new knowledge/.				
2.2	Organizing students to practice and deepen knowledge.				
2.3	Organizing students for cognitively complex tasks.				
2.4	Asking questions of typically underserved students.				
2.5	Probing incorrect answers with typically underserved students				
2.6	Noticing when students are not engaged				
2.7	Using and applying academic vocabulary				
2.8	Evaluating effectiveness of individual lessons and units				

Differentiation:		Overall Criterion Rating = _____			
Criterion 3: Using Strategies to Meet Individual Student Learning Needs		U	B	P	D
3.1	Effective scaffolding of information within lessons.				
3.2	Planning and preparing for the needs of all students.				
SG 3.1	Establish student growth goals (subgroup of students)				
SG 3.2	Achievement of student growth goals (subgroup of students)				

Content Knowledge:		Overall Criterion Rating = _____			
Criterion 4: Clear Focus on Content and Curriculum		U	B	P	D
4.1	Attention to established content standards.				
4.2	Use of available resources and technology				

Learning Environment:		Overall Criterion Rating = _____			
Criterion 5: Fostering a Safe and Positive Environment		U	B	P	D
5.1	Organizing the physical layout of the classroom.				
5.2	Reviewing expectations to rules and procedures				
5.3	Demonstrating "withitness"				
5.4	Applying consequences for lack of adherence to rules and procedures.				
5.5	Acknowledging adherence to rules and procedures.				
5.6	Displaying objectivity and control.				

Assessment: :		Overall Criterion Rating = _____			
Criterion 6: Using Student Data to Improve Learning		U	B	P	D
6.1	Designing instruction aligned to assessment.				
6.2	Using multiple data elements.				
6.3	Tracking student progress.				
SG 6.1	Establish student growth goals (whole class/grade)				
SG 6.2	Achievement of student growth goals. (whole class/grade)				

Families & Community: Criterion 7: Communicating with Parents, School, and Community		Overall Criterion Rating = _____			
		U	B	P	D
7.1	Promoting positive interactions about students & parents – courses, programs, and school events.				
7.2	Promoting positive interactions about students & parents – timeliness and professionalism				

Professional Practices: Criterion 8: Collaborative & Collegial Practices Focused on Student Learning & Improving Instruction		Overall Criterion Rating = _____			
		U	B	P	D
8.1	Seeking mentorship for areas of need or interest.				
8.2	Promoting positive interactions with colleagues.				
8.3	Participating in district and school initiatives.				
8.4	Monitoring progress relative to professional growth and development plan.				
SG 8.1 Establish team student growth goals.					

Type of Evaluation: **90-Day** _____ **Focused** _____ **Comprehensive** _____

Evaluation Summative

Scores:

COMPREHENSIVE Rating:
(List numerical score)

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

Student Growth Impact
(Include all SG scores from 3, 6, & 8
*A score of one (1) in any results in
low SG Impact rating

Low (5-12)	Average (13-17)	High (18-20)

automatic

Or

FOCUSED Rating:
(Must use **Criterion 3** or **6** at
minimum)

Unsatisfactory	Basic	Proficient	Distinguished

Student Growth Impact
(3SG OR 6SG) *A score of one (1) in any
results in automatic low SG Impact rating

Low	Average	High

Overall Evaluation Rating:

Teachers with a Summative Rating of *Distinguished*
must
have SGI score in the average or high range. A low
SGI score will lower a *Distinguished* score to *Proficient*.

Unsatisfactory _____	Proficient _____
Basic _____	Distinguished _____

Possible Goal Areas to consider for next year:

Other Notes/Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement.

Teacher Signature Date

Supervisor Signature Date

SELKIRK CONSOLIDATED SCHOOL DISTRICT NO. 070
Ione, Metaline, Metaline Falls
Washington

**PERFORMANCE EVALUATION REPORT NON-CLASSROOM-ASSIGNED
 CERTIFIED STAFF**

NAME: _____ DATE: _____ TYPE OF EVALUATION

SCHOOL OR LOCATION: _____ ☐ Annual

☐ 90-Day

ASSIGNMENT: _____ ☐ Other

Professional Preparation & Scholarship _____

Knowledge of Subject Matter _____

Speciality & Professional Skills _____

Interest in Student Progress _____

Work Stations Management _____

Handling of Student Discipline & Attendant
Problems _____

Effort Toward Improvement _____

Personal & Professional Characteristics _____

OVERALL PROFESSIONAL APPRAISAL: _____ **Satisfactory**

_____ **Needs Improvement** (*See attached Improvement Plan*)

_____ **Unsatisfactory** (*See attached Probationary Plan*)

Supervisor(s) Comments:

Supervisor's Signature _____

Supervisor's Signature _____

Title _____ Date _____

Title _____ Date _____

Teacher Comments:

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

_____ Date: _____

O – Outstanding
S – Satisfactory
NI- Needs Improvement
U – Unsatisfactory
N – Not observed or Not Applicable

“O”, “NI”, and “U” ratings require
specific comments and documentation.

PROFESSIONAL PREPARATION AND SCHOLARSHIP

_____ A. Possesses academic background appropriate to the subject area or grade
level, and is current in that subject area or grade level.
Comments

KNOWLEDGE OF SPECIALITY AREA

_____ A. Possesses and maintains competence in specialty area.
Comments

SPECIALITY AND PROFESSIONAL SKILLS

- _____ A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents and related agencies.
- _____ B. Is proficient in communication skills, both oral and written.
- _____ C. Fulfills responsibilities regularly, promptly and completely.
- _____ D. Maintains close coordination with teachers of affected students who are receiving specialized services.
- _____ E. Makes and follows through on appropriate referrals.
- _____ F. Is proficient in the selection, organization and utilization of materials and equipment.
- _____ G. Demonstrates competency.
- _____ H. Establishes immediate and long range service objectives.
- _____ I. Prepares effective plans to meet service objectives.

Comments

INTEREST IN STUDENT PROGRESS

- _____ A. Develops rapport with the student as an individual in a professional manner.
- _____ B. Deals with confidential information and communication in an ethical manner.
- _____ C. Evaluates individual student progress and maintains records as appropriate to field of specialty.
- _____ D. Encourages students to accept responsibility for performance and goals.

Comments:

WORK STATION MANAGEMENT

- _____ A. Selects and prepares equipment and materials in advance of use time.
- _____ B. Maintains orderly, attractive and stimulating station environment and atmosphere.
- _____ C. Provides adequate plans for a substitute.
- _____ D. Considers abilities, interests and present performance levels of students in planning
- _____ E. Is consistently prompt and accurate with reports.
- _____ F. Maintains an appearance that does not detract from the educational process.
- _____ G. Exhibits self-control, mature behavior and judgment.
- Comments

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

- _____ A. Establishes and maintains order and discipline in the work station including:
1. quiet when appropriate;
 2. attention to the employee when instruction is being given;
 3. students conforming to established rules.
- _____ B. Shows consistency and fairness in dealing with student behavior.
- _____ C. Disciplines students in a firm but controlled manner.
- _____ D. Encourages students to develop courtesy, self-control, respect and responsibility.
- _____ E. Enlists the assistance of counselors, vice-principal, principal and other supportive personnel when appropriate.
- _____ F. Assists in maintaining control and enforcing rules throughout the school.
- Comments

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

- _____ A. Is responsive to supervision and constructive criticism.
- _____ B. Endeavors to implement suggestions for improvement.
- _____ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments

PERSONAL AND PROFESSIONAL CHARACTERISTICS

- _____ A. Maintains an appearance that does not detract from the educational process.
- _____ B. Exhibits sound health and energy.
- _____ C. Exhibits self-control, mature behavior and judgment.
- _____ D. Exhibits flexibility.
- _____ E. Exhibits proper command and use of language skills.
- _____ F. Is willing to make decisions and accept responsibility for those decisions.
- _____ G. Demonstrates cooperative attitude toward the acceptance of school responsibilities.

Comments

SELKIRK CONSOLIDATED SCHOOL DISTRICT #070

GOALS FOR MORE EFFECTIVE TEACHING

TEACHER: _____

School Year: _____

Effective teachers get results. ALL students are regarded as being able to achieve and to learn, and they receive positive encouragement to do so. Teachers continually improve those factors which directly affect learning: attendance, work attitudes/work habits, study and homework skills, citizenship behaviors and subject matter mastery.

U -Unsatisfactory
NI-Need Improvmt
S -Satisfactory
E -Excellent
O -Outstanding

KNOWLEDGE OF STUDENTS AND SUBJECT MATTER

Goal 1: Demonstrates understanding of pupils and subject matter.

U NI S E O
○ ○ ○ ○ ○

CLASSROOM LEARNING ENVIRONMENT

Goal 1: Classroom reflects a positive learning climate in which all students are valued and respected.

○ ○ ○ ○ ○

Goal 2: Communicates (and models) high standards for expected student attendance, work attitudes/work habits, study and homework skills, citizenship behaviors and specific subject expectations.

○ ○ ○ ○ ○

Goal 3: Provides equal opportunity for all students to be successful.

○ ○ ○ ○ ○

CLASSROOM MANAGEMENT SKILLS

Goal 1: Essential supplies, materials, equipment and other resources are in place before the lesson begins.

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Goal 2: Necessary "administrivia" and transitions are done quickly so instructional time is maximized.

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INSTRUCTIONAL SKILLS

Goal 1: Students/parents are provided with written curriculum priorities to be mastered and other teacher expectations.

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Goal 2: Teacher demonstrates a variety of strategies to motivate students to want to learn and to be successful.

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Goal 3: Clear objectives and directions are stated for each assignment – and what to do when it's completed.

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Goal 4: Uses a variety of strategies to get students to participate actively, to think and to be successful.

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Goal 5: Demonstrates effective monitoring skills.

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Goal 6: Corrective feedback on student progress takes place continuously; data is used to reteach/retest and/or assign relevant homework.

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Goal 7: Debriefing and closure end each lesson.

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Goal 8: Can effectively analyze lessons/test results and identify ways to improve student learning.

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TESTING SKILLS

Goal 1: Teacher insures that all students have an opportunity to be prepared for testing.

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Goal 2: Tests are regular, quarter and semester tests are cumulative; some questions reflect higher order thinking skills.

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Goal 3: Test results are returned quickly, then reviewed with points of emphasis noted for future learning.

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SCHOOL/COMMUNITY RELATIONS

Goal 1: Provides appropriate and timely feedback to students and parents.

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Goal 2: Encourages constructive parent/citizen participation in the teaching/learning process.

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Goal 3: Is a positive, cooperative, contributing member of their staff.

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Goal 4: Uses appropriate means to resolve concerns/problems.

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CONTINUOUS PERSONAL/PROFESSIONAL GROWTH

Goal 1: Continuously generates and implements goals for improvement.

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NOTE: While "NA" is not listed, it is assumed the evaluator will recognize that not all standards may be applicable to all jobs or all individuals, and will adjust the rating accordingly.

*Specifics must be documented.

Teacher Signature_____
Date_____
Supervisor Signature_____
Date