

MASTER AGREEMENT
BETWEEN
WAHLUKE SCHOOL DISTRICT
AND
WAHLUKE EDUCATION ASSOCIATION
2021 - 2023

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TABLE OF CONTENTS

	PAGE
PREAMBLE	1
<u>ARTICLE I. ADMINISTRATION</u>	
Section A. Definitions	1
Section B. Recognition	2
Section C. Status of the Agreement	2
Section D. Savings Clause.....	2
Section E. Printing and Distribution of Agreement	2
Section F. Drug and Alcohol Testing	2
<u>ARTICLE II. BUSINESS</u>	3
Section A. Association Rights	3
Section B. Payroll Deductions and Representation Fees.....	4
Section C. Management Rights	4
Section D. School Calendar	5
Section E. Joint Meetings	5
Section F. Policy Manual	5
Section G. Job Descriptions	5
<u>ARTICLE III. EMPLOYEE RIGHTS</u>	5
Section A. Organizing	5
Section B. Privacy	5
Section C. Nondiscrimination	5
Section D. Sufficient Cause	5
Section E. Complaints Against Employees.....	6
Section F. Personnel File	6
Section G. Assignment, Vacancies, and Transfer	7
Section H. Individual Contract	10
Section I. Release from Contract	10
Section J. Hiring Committees	10
Section K. Employee Protection	10
Section L. Complaints By Employees.....	11
Section M. Email.....	11
<u>ARTICLE IV. EVALUATION AND PROBATION</u>	11
Part 1 – Certificate Support Personnel	
Section A. Evaluation Procedures	11
Section B. Provisional Employees	12
Section C. Short Form Employees	12
Section D. Long Form Employees	13
Section E. Probation	13
Section F. Non-Renewal of Provisional Employees	14

Part 2 – Certificated Classroom Teachers.....	15
Section A. Introduction	15
Section B. Comprehensive Evaluation.....	15
Section C. Focused Evaluation	16
Section D. Support for Basic and Unsatisfactory Employees	17
Section E. Additional Support for Provisional Teachers	18
Section F. Probation	18
Section G. State Criteria and Scoring	19
Section H. Student Growth Impact Rating	20
Section I. Impact of Low Student Growth Score.....	20
Section J. Student Growth Inquiry	20
Section K. Evaluator Concerns	20
Section L. Definitions	21
 ARTICLE V. LAYOFF AND RECALL (RIF)	22
Section A. Initiation of RIF	22
Section B. Categories	22
Section C. Seniority.....	22
Section D. Procedures	23
Section E. Recall	23
Section F. RIF Benefits	24
Section G. Remedy	24
 ARTICLE VI. INSTRUCTION.....	24
Section A. Academic Freedom	24
Section B. Student Discipline	25
Section C. Classroom Visitors	25
Section D. Instructional Aide	26
Section E. Employee Facilities Access	26
Section F. Plan Time.....	26
Section G. Clock Hours	28
Section H. Work Load	29
Section I. Report Cards	31
Section J. Mentor Teachers	31
Section K. New Curriculum Adoptions	32
Section L. Development of the Master Schedule	32
Section M. Instructional Coaches	32
Section N. Instructional Specialists	33
Section O. Parent Requests.....	33
Section P. Conferences	33
Section Q. Technology Training and Use.....	33
Section R. Kindergarten Placement	34
 ARTICLE VII. LEAVES.....	34
Section A. Illness, Injury, and Disability (Sick) Leave	34
Section B. Personal Leave	36
Section C. Bereavement Leave	36
Section D. Long-Term Leaves	36
Section E. Association Leave	37
Section F. Military Leave	37
Section G. Public Office Leave.....	37
Section H. Federal and State Law	38
Section I. Unpaid Leave.....	38

ARTICLE VIII. FISCAL	38
Section A. Compensation	38
Section B. Payment	38
Section C. Emergency School Closure and Delayed Opening	38
Section D. Transportation Reimbursement	38
Section E. Insurance	39
Section F. Work Year	39
Section G. TRI Stipend	40
Section H. Work Day	40
Section I. Extra Hours (pre-approved)	41
Section J. Summer School Pay	41
Section K. Curriculum Rate of Pay	41
Section L. Special Education Extra Duty Contract	41
Section M. Senior Longevity Pay	41
Section N. Pre-Approved Training Compensation	41
Section O. Salary Placement	42
Section P. Paid Family Medical Leave (PFML) Payment	42
Section Q. Professional Learning Activities Stipend	42
ARTICLE IX. GRIEVANCE PROCEDURE	42
Section A. Definitions	42
Section B. Time	42
Section C. Representation	42
Section D. Individual Rights	42
Section E. Procedure	43
STEP 1. Principal	43
STEP 2. Superintendent	43
STEP 3. Board	43
STEP 4. BINDING ARBITRATION	43
Section F. No Reprisals	44
Section G. Cooperation	44
Section H. Modification	44
Section I. Exclusions	44
Section J. Election of Remedies	44
ARTICLE X. DURATION	45
APENDICIES	
APPENDIX A. EMPLOYEE SALARY SCHEDULE	46
PROFESSIONAL LEARNING ACTIVITY STIPEND	47
APPENDIX A-1 TRI SCHEDULE	48
APPENDIX B. EMPLOYEES CERTIFICATED EXTRA DUTY SALARY SCHEDULE	49
APPENDIX C. GRIEVANCE FORM	52
APPENDIX D. SPECIALIST EVALUATION REPORT	53
APPENDIX E. ANNUAL EVALUATION, SHORT FORM	55
APPENDIX F. SPECIALIST EVALUATION OPTION FORM	56
APPENDIX G. SPECIALIST EMPLOYEE OBSERVATION REPORT	57
APPENDIX H. APPLICATION FOR TUITION/REGISTRATION REIMBURSEMENT	58
APPENDIX I. CERTIFIED SUPPORT STAFF EVALUATION CRITERIA	59
APPENDIX J. COLLABORATION /LATE START FORM	61

PREAMBLE

This Agreement is by and between the Wahluke School District and the Wahluke Education Association. It has been negotiated and agreed to in accordance with RCW 41.59.

ARTICLE I. ADMINISTRATION

Section A. Definitions

1. The term "*District*" shall mean the Wahluke School District No. 73, Grant County, Washington State, or its agents.
2. The term "*Board*" shall mean the Board of Directors of the District.
3. The term "*Association*" shall mean the Wahluke Education Association which is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).
4. The term "*Parties*" shall mean the Board/District and the Association.
5. The term "*Agreement*" shall mean this collective bargaining agreement.
6. The term "*Employee*" shall mean any member of the bargaining unit.
7. The term "*Day*" shall mean any day that the District business office is open for business with the public. The term "*School Day*" shall mean each day which students are engaged in educational activities as defined in RCW 28A.150.030. The term "*Calendar Day*" shall mean all days in a month, including weekends and holidays.
8. The term "*Superintendent*" shall mean the chief administrative officer of the District or his/her designee.
9. The term "*President*" shall mean the chief elected official of the Association or his/her designee.
10. The term "*Contract*" shall mean the individual employment contract issued to, and signed by, each employee pursuant to RCW 28A.405.210.
11. The term "*Curriculum*" shall mean the lessons and academic content taught in a school, in a specific course, or discipline
12. The term "*Supplemental Contract*" shall mean that contract issued and signed in accordance with RCW 28A.405.240.
13. The term "*Extended Contract*" shall mean that individual contract that is issued to employees for days beyond the employee's basic school year of one-hundred-eighty (180) days plus one Learning Improvement Day.
14. The term "*RCW*" shall mean Revised Code of Washington.
15. The term "*WAC*" shall mean Washington Administrative Code.
16. The term "*SPI*" shall mean the Washington State Superintendent of Public Instruction or his/her office.
17. The term "*BEA*" shall mean Basic Education Act.
18. The term "*AR*" shall mean Association Representative(s).

19. The term "*PERC*" shall mean the Washington State Public Employee Relations Commission.
20. The term "*Learning Walk*" shall mean a tool used by educators to drive a cycle of continuous improvement by focusing on the effects of effective instruction. These "Learning Walks" will not be used for evaluation purposes.

Section B. Recognition

1. **Basic Unit:** Pursuant to RCW 41.59, the Board recognized the Association as the exclusive bargaining representative for all non-supervisory certificated educational employees under contract to the District or on leave by Board action.
2. **Long-Term Substitutes:** Also included in the bargaining unit are long-term substitute teachers. The term "*long-term substitute*" shall mean any substitute who replaces an employee for twenty (20) or more consecutive days or thirty (30) cumulative days.

Long-term substitutes shall be paid the higher of current sub rate or a minimum of the per diem (schedule) base salary for a teacher with a BA degree and zero years of experience. For a long-term substitute with a MA degree, they shall be paid the higher of the current sub rate or the per diem (schedule) base salary for teacher with a MA and zero years of experience. Long-term substitutes shall have access to the grievance procedure relating to salary only.

Section C. Status of the Agreement

This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District, which shall be contrary to or inconsistent with its terms. Any rules, regulations, policies, resolutions, or practices of the District related to employee terms and conditions of employment which are not in conflict with or inconsistent with this Agreement shall remain in effect. Upon expiration of this Agreement, its terms and conditions shall remain in effect to the extent provided by law.

Section D. Savings Clause

This Agreement shall be governed and construed according to the Constitution and laws of the State of Washington. If any provisions of this Agreement shall be found contrary to law, such provisions shall become inoperative while the remainder of the Agreement shall continue in full force and effect. Any such provision shall be re-negotiated as soon as possible upon the request of either party.

Section E. Printing and Distribution of Agreement

Following ratification of this Agreement, the Association shall prepare a draft copy that accurately reflects the tentative agreements that were ratified, for District review and mutual editing. After proof reading, mutual editing and agreement, the District shall post to the Staff Resources tab under the Human Resources page of the District's Website and make electronic copies available to all members. Written copies will be printed upon request.

Section F. Drug and Alcohol Testing

In the event the District has reasonable cause to suspect that an employee may be under the influence of alcohol or illegal drugs while performing the responsibilities of his/her employment with the District, the District shall have the right to require that such employee subject him/herself to drug and/or alcohol testing. The complete cost of such testing shall be at District expense. In the event that the test results are positive, the employee is entitled to a second test to be conducted as soon as possible. The second test shall be at the employee's expense unless the second test contradicts the results of the first test; in which case, the District shall pay for the second test.

111 In the event that drug testing remains positive, the District shall follow the requirements of the sufficient
112 Cause Provision of this Agreement. The employee shall be afforded the right to request and be granted
113 reasonable diagnosis, treatment and rehabilitation.

114 Any occurrence of an employee under the influence of illegal drugs while performing the responsibilities of
115 his/her employment may lead to disciplinary action up to and including discharge. The District will respect
116 the employee's rights to privacy, dignity, and security, and strict confidentiality will be observed at all times.

117
118 In the event that alcohol testing remains positive, the District shall follow the requirements of the sufficient
119 Cause Provision of this Agreement. The employee shall be afforded the right to request and be granted
120 reasonable diagnosis, treatment and rehabilitation for any pre-existing, identified alcohol related disability,
121 as identified and defined under the American's with Disabilities Act. Any occurrence of an
122 employee under the influence prior to being diagnosed, or any subsequent occurrence of
123 an employee under the influence of alcohol while performing the responsibilities of his/her employment
124 may lead to disciplinary action up to and including discharge. The District will respect the employee's rights
125 to privacy, dignity, and security, and strict confidentiality will be observed at all times.

127 128 **ARTICLE II. BUSINESS**

129 130 **Section A. Association Rights**

- 131
132 1. **Meetings:** The Association shall have the right to use District buildings, during non-duty hours, for
133 business meetings, provided such meetings do not conflict with normal educational usage. Such
134 use shall be coordinated with the District business office and shall not be allowed during times of
135 strike. Once a month the Association shall have the right to hold a membership meeting directly
136 after student dismissal. The scheduling of the meeting shall be made directly with the building
137 scheduler with notification to the Superintendent.
138
- 139 2. **Equipment:** The Association may use the District's audio-visual, copying, and other equipment
140 provided such use doesn't interfere with normal operations of the District. The Association shall
141 reimburse the District for the cost of supplies and any repair or maintenance charges that are
142 incurred as a consequence of such usage. None of the equipment shall be removed from its place
143 in the school building without specific permission. Equipment use shall not be allowed during times
144 of strike.
145
- 146 3. **Use of Bulletin Boards:** The District shall provide a bulletin space at each work site for the use of
147 the Association. The Association shall have the right to post notice of activities and matters of
148 Association concern on these bulletin boards. The bulletins posted by the Association are the
149 responsibility of the officials of the Association
150
- 151 4. **Use of District Mail System:** The Association shall have the right to use District email, mail service,
152 and staff mail boxes for official Association communication. The Association acknowledges that
153 District email is not private or confidential. All emails are subject to disclosure via a request of public
154 information
155
- 156 5. **Budget:** Upon request of the President, the District shall provide the President with a copy of the
157 District's proposed annual budget and, following its adoption, with a copy of the adopted budget.
158
- 159 6. **Annual Budget Report:** Upon request of the President, the District shall provide the President with
160 a copy of the District's annual budget report.
161
- 162 7. **Monthly Budget Report:** Upon request of the President, the District shall provide the President
163 with a copy of each monthly budget report (abbreviated form, as given to the Board).
164
- 165 8. **Board Agenda and Minutes:** The District shall post copies of its agenda and minutes on a bulletin
166 board adjacent to the District office.

- 167
168 9. **Other Information:** As part of its legal responsibility as bargaining agent, the Association may
169 from time to time request additional information from the District in order to form the partial basis
170 for proposals to the District (bargaining or otherwise), to properly represent individuals involved in
171 disputes with the District (grievance and otherwise), to monitor District finances and administrative
172 actions, and to provide timely information to its members. The request shall be made by the officers
173 or appointee of the Association in writing (e-mail accepted) to the superintendent. The District shall
174 provide such information to the Association in a timely fashion with consideration of its normal office
175 work load. The District shall not, however, be compelled to create reports or produce reports that
176 are not produced for other purposes. Rights to privacy shall be protected in all cases to the full
177 extent provided by law.
178
179 10. **Timeliness and Costs:** All exchanges of information required by this Section shall be made in a
180 timely fashion at copy costs no more than what the District charges the public.
181
182 11. **Member Information:** The District shall provide the Association with the name, address, phone
183 numbers, and assignment of any new hire into the bargaining unit immediately after the board
184 approves the hire. Upon request of the President, the District shall provide the fore stated
185 information for all members of the bargaining unit to the Association President.
186

187 **Section B. Payroll Deductions and Representation Fees**

188
189 **The Representation Fee language was removed in the 2018-19 negotiations and will revert back to**
190 **the 2017-18 language if law allows.**
191

- 192 1. **Amounts:** The Association shall provide the business office and the employees the dollar amount
193 of dues on or before September 15 of each year. This notice shall form the sole basis for payroll
194 deductions by the District.
195
196 2. **Pay Periods:** All payroll deductions for those employees electing representation shall be made by
197 the District from warrant in twelve (12) equal amounts beginning with the September pay period
198 and continuing through the August pay period.
199
200 3. **Proration:** Payroll deductions for new employees electing representation who begin employment
201 after September 1 or for any employee who severs employment before June 1 shall be prorated
202 for each month employed.
203
204 4. **Effect of Authorization:** The employee's authorization for payroll deduction of Association dues
205 and assessments or fees shall remain in effect until the following August 31. Revocation of
206 authorization shall be made through the Washington Education Association with notification to the
207 business office within 10 days..
208
209 5. **Hold Harmless:** The Association agrees to refund to an employee any amount of dues or fees
210 paid in error. It agrees to indemnify, defend, and hold the District harmless against any claim made
211 or action instituted because of any payroll deduction made under this section.
212

213 **Section C. Management Rights**

214
215 The Board has the responsibility for formulation and implementation of policies and rules governing the
216 educational program and services of the District. No delegation of such responsibility is intended or is to
217 be implied by any provisions of this Agreement. The District retains all customary, usual, and exclusive
218 rights, decision making prerogatives, functions, and authority connected with or in any way incident to its
219 responsibilities to manage the affairs of the District or any part of it, consistent with law and this Agreement.
220
221

222 **Section D. School Calendar**

223
224 Before the end of February of each school year, a small committee consisting of representatives from
225 administration and 2 teachers from each building shall meet and confer regarding the subsequent year's
226 calendar to provide input. A multi-year calendar may be an option.
227

228 The employee work day shall end with student dismissal on days preceding Thanksgiving and Christmas
229 holidays and spring vacation, and the last day of school.
230

231 **Section E. Joint Meetings**

232
233 Representatives of the Association and the Board and/or Superintendent shall meet, upon written request
234 from the President or the Superintendent. The number of meetings shall not exceed four (4) times during
235 the school year without permission of both parties. Purpose of the meetings shall be to discuss the
236 administration of this Agreement, other matters of mutual concern in a good faith effort at mutual problem
237 solving, and to strengthen collaboration and or celebrations. The meetings shall not deal with contract
238 negotiations nor with the resolution of grievances.
239

240 **Section F. Policy Manual**

241
242 The District shall maintain the updated and current District Policy Manual on the District website. This
243 manual will be under the Board of Directors.
244

245 **Section G. Job Descriptions**

246
247 The District shall issue job descriptions to each employee for each supplemental contracted position along
248 with a copy of the contract for that position when the contract is issued.
249

250
251 **ARTICLE III. EMPLOYEE RIGHTS**

252
253 **Section A. Organizing**

254
255 Every employee shall have the option either to join in self-organization, to form, join or assist employee
256 organizations, to bargain collectively through representatives of their own choosing or to refrain from any
257 or all such activities to the extent permitted by law and this Agreement.
258

259 **Section B. Privacy**

260
261 The private and personal lives and beliefs of any employee are not the concern of the Board, and shall not
262 be used by the Board as the basis for adverse action taken against employees, provided that such do not
263 interfere with the performance of the Employee's duties and are not contrary to the Code of Professional
264 Conduct (WAC 181.87 and WAC 181.88).
265

266 **Section C. Nondiscrimination**

267
268 The provisions of the Agreement shall be applied without regard to race, creed, religion, national origin,
269 age, sex, sexual orientation, including gender expression/identity, marital status, military status, honorably
270 discharged, the presence of any sensory, mental, or physical handicap as long as the impairment or status
271 does not interfere with the employee's performance on the job, and without regard to an employee's
272 membership status in the Association.,.
273

274 **Section D. Sufficient Cause**

275
276 An employee shall be disciplined only with sufficient cause. The specific grounds forming the basis for
277 official disciplinary action shall be given to the employee in writing. The employee is entitled to have an AR

present at any meeting at which the employee is being investigated for possible misconduct or disciplinary action. If a request for such representation is made any meeting regarding the investigation or disciplinary action shall not take place until the AR can be present, provided the delay is no more than twenty-four (24) hours.

A policy of progressive discipline which includes, but is not necessarily limited to, verbal warning, written reprimand, suspension with, or without, pay and non-renewal or discharge shall be followed. Offenses of a serious nature may require omitting some of these steps.

Section E. Complaints Against Employees

1. Procedural Requirement: When an administrator determines that a complaint may lead to disciplinary action, he/she shall within five (5) school days of the determination, initiate this process according to this procedure.

Step 1 Principal/appropriate administrator: The employee's principal shall meet with the employee to apprise the employee of the full nature of the complaint. They shall attempt to resolve the matter informally.

Step 2 Principal/appropriate administrator and Complainant: In the event that a complaint is unresolved at Step 1, the employee may request a conference within five (5) business days with the complainant and the principal/appropriate administrator to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed on, the employee may within ten (10) business days, request in writing, that the complaint be transmitted to the Superintendent.

Step 3 Superintendent: At the request of the employee or principal/appropriate administrator, any complaint unresolved at Step 2 shall be reviewed by the superintendent.

When legally possible, the superintendent shall attempt to meet with the principal/appropriate administrator, the complainant, and the employee jointly and shall attempt to reach a satisfactory solution to all persons involved. In the event such a solution is found, it shall be reduced to writing and signed by the participants of the conference.

2. Use of findings: No complaint against an employee may be used in a disciplinary action or evaluation against that employee unless the complaint was discussed with the employee within five (5) school days pursuant to this section.
3. Representation: After Step 1 of the procedure, the employee shall have the right to representation by an AR at any meetings or conferences regarding the complaints that could result in discipline.

Section F. Personnel File

An employee shall have the right, upon request, to inspect all contents of his/her personnel file. Upon request, a copy of any documents contained therein shall be provided the employee at his/her expense. Only one (1) personnel file shall be maintained for each employee. It may have a segregated section for confidential placement files. Grievance records shall be maintained separately.

Any inspection of the file by an employee shall be in the presence of a District representative and, at the option of the employee, an Association representative.

An employee's personnel file shall, at a minimum, contain the following:

1. The employee's evaluation reports
2. Copies of contracts
3. Teaching certificate(s)
4. Up-to-date transcripts of academic records

A copy of all materials placed in the employee's file shall be given to the employee at or before the time it is placed in the file. Employees retain the right to attach written comments. An employee shall acknowledge that he/she has read such material by affixing his/her signature and the date on the actual copy to be filed with the understanding that such signature signifies only that a copy has been received and has been read.

Confidentiality: To the extent allowable by law and this Agreement, all personnel files shall be confidential.

Working Files: Principals may keep other working files. Such files may contain information about complaints against employees that have been processed according to Article III Section E. Principals will destroy such files without leaving files that could prejudice their successor.

Removal of Materials: After seven years the District may remove and destroy employee's evaluation reports. After three years, upon request of the employee, the District shall remove and destroy any adverse materials (excluding evaluation reports) provided there has been no related disciplinary action or evidence of a violation of State or Federal law. Materials required to be kept by the law are excluded from removal.

Section G. Assignment, Vacancies, and Transfer

1. Definitions:

- a. The term "position" shall mean the specific grade level content area, and program a teacher is assigned to the current year.
- b. The term "program" shall mean the funding source: i.e. Basic Education, Enrichment, Special Education, Transitional Bilingual, Title I Regular, Title I Migrant, LAP and similar financially differentiated programs.
- c. The term "voluntary transfer" shall mean a change from an employee's current position to a different position at the employee's request.
- d. The term "involuntary transfer" shall mean a change from the employee's current position to a different position at the District's direction.
- e. The term "vacancy" shall mean any position open including new positions, after in-district transfers have taken place.
- f. The term "assignment" shall mean the specific position that is given to a certificated staff member. Assignments shall occur before posting a vacancy. Assignments shall remain an administrative right and responsibility. If a teacher does not agree with an assignment, it shall be considered an involuntary transfer.

2. Notice to Continuing Employees of Intent to Return: All employees shall be given written notice of any changes in their assignments for the coming year not later than June 1 of each year. Subsequent changes may be made by mutual agreement or for emergency purposes only. Employees will have a least two weeks' notice. The Intent to Return form shall include the opportunity for an employee to indicate interest in transfer to another position and ability to be notified during the summer should any position open.

3. Application for Transfer: Employees requesting a transfer to a vacancy shall complete and file a request for transfer with the Superintendent within the posted time-line.

4. Types of openings:

- a. "Positions open for Assignment or Transfer"
- b. "Vacancies"
- c. "Trades"

5. **Positions open for Assignment or Transfer:** The Principal will have conversations with all affected parties in the building, then they will make changes in the best interest of student learning. This category includes any position that becomes open from the first day of school year until the next July 1 after the building principal has made staffing adjustments. All such openings will be posted in-district for three (3) business days and shall be reported to the Association and posted on the District's website, after the building principal has made staffing assignments. After three days, if there are no qualified candidates within the district, the position will be declared a "vacancy".
6. **Vacancies** occur at any time during the year when no current, qualified staff member is interested in transferring to the position. From July 1 to the start of the next school year, all open positions will be declared vacancies, after the building principal has made staff placement adjustments based on student learning. Vacancies will be concurrently posted inside and outside the district for a minimum of five (5) calendar days. All vacancies shall be reported to the Association and posted on the district's website.
7. **Employee Initiated Position Trades:** Employee initiated position trades shall mean two (2) employees who have requested and been granted permission from their building principal to seek a position trade.
8. **Postings:** Postings for all positions, whether positions open for assignment or transfer, or those declared as vacancies, shall include a list of qualifications, a timeline for application and selection. Posting and updating shall be maintained in the Human Resources Office via the human resources website.
9. **Process for filling positions open for assignment or transfer:**
- At any time during the three-day posting period, in-district staff members may request to be considered for the position by the interval application process.
 - Upon teacher request, the candidate will receive the opportunity to meet with the principal to discuss why their skills and experience meet the job qualifications.
 - The principal will make the determination which in-district candidate, if any, will be assigned to the open position. In the event the qualifications of in-district candidates are substantially equal, the District will give preference to the more senior applicant.
 - If no qualified or acceptable in-district candidate is found, the position will be declared a vacancy.
10. **Process for filling Vacancies:** The District shall hire the best-qualified applicant for each position. All qualifications for any posting shall be set out in the posting. All in-district certificated staff members who are eligible (certificated and highly qualified) may apply if the position was originally posted as a vacancy or they missed the open period for assignments and transfers. Those in-district candidates who apply shall be granted, upon request, a conference with the Principal or program administrator to discuss the position prior to the candidate screening process.
- If an employee is not interviewed a written explanation of why an interview was not granted shall be given. Any employee not selected for an interview may request a conference with the administrator regarding ways that would help strengthen their application for future openings. Hiring will take place in accordance with the following procedures:
- Posting and updating shall be maintained in the Human Resources Office via the human resources website during the regular school year.
 - Applicants shall direct a letter to the Human Resources Office.

- 445 c. Qualified applicants shall be notified by the Human Resources Office or Building Principal or
446 Program Director of an interview appointment.
447
- 448 d. An interview team shall be facilitated by the Principal or program administrator, and will include,
449 when possible, the following:
450
- 451 1. One WEA member selected by the Association
 - 452
 - 453 2. One Dept/Grade level certificated employee selected by the Principal or program
454 administrator from a list of at least three WEA members provided by the Association in the
455 grade level or department where the opening exists.
456
 - 457 3. Community representative, when appropriate and mutually agreed upon by the Association
458 and Administration.
- 459 e. If two consecutive positions open for assignment or transfer have created a third opening
460 after school has started, that position will be declared a vacancy and posted for out of District
461 candidates only.
462
- 463 f. The Human Resources Office or Building Principal or Program Director shall inform all
464 interviewed applicants that a candidate has been selected. Notification shall include a written
465 statement of acceptance or non-acceptance.
466

467 In the event the qualifications of interviewees are substantially equal, the District shall apply the
468 following priority order when filling transfers and new positions:
469

- 470 a. Applicant with the most seniority
- 471
- 472 b. Applicants for voluntary transfer from within the building, including those who are part-time and
473 are applying for a position that would increase their contract time.
474
- 475 c. Applicants for voluntary transfer from outside the building, but within the District.
476
- 477 d. Other applicants.
478

479 11. **Involuntary Transfers:** Involuntary transfers shall be made when necessary to accommodate
480 fluctuations in enrollment, programmatic changes, inability to find a qualified applicant, or in case
481 of emergency. Involuntary transfers may be used to fill positions open for assignment or transfers
482 or for positions declared as vacancies.
483

- 484 a. If an employee is transferred against his/her wishes, he/she shall give written notice to his/her
485 immediate supervisor and the superintendent within ten (10) business days of being notified of
486 the transfer.
487
- 488 b. When such transfers are reported, the immediate supervisor must supply a written justification
489 of the necessity of the transfer to both the employee being transferred and the superintendent
490 within ten (10) business days of the employee reporting his/her unwillingness to be transferred
491
- 492 c. Should the employee question the validity of the justification, he/she may appeal to the
493 superintendent within ten (10) business days of receiving the written justification.
494
- 495 d. In the event of an involuntary transfer, the employee will have the option for two years to return
496 to their original position from which they were transferred or a like position, prior to other
497 candidates.
498

- e. Any employee transferred to a position that they are not qualified by education or certification to perform will not be given an unsatisfactory evaluation in the unendorsed area until such time as they have become qualified in that area.

12. **Change of Assignment Assistance:** Employees who are involuntarily transferred shall be provided training at District expense in reasonable amounts, if they are transferred to a position for which they are not endorsed or highly qualified. They shall also be given one (1) per diem day to move professional materials and belongings to their new assignment.
13. **Moving Assistance:** Employees who are involuntarily transferred from one work station to another shall receive one (1) per diem day to move their books, supplies or equipment.

Section H. Individual Contract

Individual contracts shall be subject to and consistent with State law and this Agreement, and shall be issued to employees no later than May 15. Two (2) copies shall be signed by the employee and returned to the Superintendent within ten (10) days. After the Board approves and the Superintendent signs, one (1) copy shall be returned to the employee, one (1) shall be retained by the District. The contract shall specifically provide that it is subject to the terms and conditions of this Agreement.

Section I. Release from Contract

1. **Prior to the last day of the current school year:** Upon his/her written request, an Employee shall be released from the obligations of his/her contract, provided that he/she submits a letter of resignation to the Superintendent prior to the last day of the current school year.
2. **Last Day of School to July 1:** Upon his/her written request, an Employee may be released from the obligations of his/her contract, if he/she submits a letter of resignation to the Superintendent. The District shall make a reasonable effort to accommodate such requests.
3. **After July 1:** Employees may be released from their contract if the District is able to find a replacement for the position.

Section J. Hiring Committees:

The Association will have two representatives selected by the Association on all hiring committees for certificated administrative personnel. For interviews for administrative personnel, the Association will be notified a minimum of five (5) working days in advance to ensure they have time to contact members to be on the committee.

Section K. Employee Protection

The District shall provide such insurance for the protection of its employees as is required by RCW 28A.400.370. The District shall notify the President of any changes in such insurance coverage.

An employee who is threatened with physical harm by any person or group while carrying out assigned duties in a reasonable manner, shall immediately notify the Superintendent and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the Superintendent, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the employee by the Superintendent at the earliest possible time.

Absence Due to On-The-Job Injury: Whenever an employee is absent from employment and unable to perform his/her duties as a result of injuries sustained in the course of employment, the District shall grant the injured employee sick leave with pay for a period not to exceed the amount of the employee's sick leave account. In the case of any injury which is covered by the State Workman's Compensation Act, the District will pay to such employee the available sick leave pay for the period of the absence. Upon receipt

of State Labor and Industries insurance or trust providers payments for the applicable time loss, the employee shall have the option to endorse any and all such time loss payment checks, or any portion thereof, and present them to the District's payroll office. If the employee elects this option, the District will then reimburse the employee's sick leave account with hours or days equivalent to those which payment has been allowed by the provider. If the employee chooses to not endorse time loss payment checks to the district, there shall be no restoration of sick leave lost. All other benefits such as retirement, social security, and salary placement shall be maintained by the District.

Information to Employees: The District shall, within three (3) student days of registration, inform each employee who has the need to know concerning any student or student's family member who has a consistent and/or unusually violent history, is behaviorally disturbed, or on a 504 accommodation. The District shall provide this information based upon any written records that the District maintains or which it receives from a law enforcement agency or previous school district. Information shared shall adhere to state law and federal law.

New Students:

1. Employees will be notified one day in advance of placement of new students in their class.
2. Employees will be notified of all known behavior problems with students and their parents when a student is placed in their class.

Section L. Complaints By Employees

Nothing in this Agreement shall prevent an Employee(s) from bringing non-grievance complaints or concerns to the District. Such may be processed in a fashion similar to the grievance procedure, provided that the appeal of such matters shall end with the Board and shall not proceed to arbitration.

Section M. Email

Employee usage is not private or confidential. The District will post a warning notice on each employee's email that will be visible each time the employee logs onto their computer.

ARTICLE IV. EVALUATION AND PROBATION PART 1 – CERTIFICATED SUPPORT PERSONNEL

Section A. Evaluation Procedures

1. **Compliance with Law:** Evaluation procedures shall be in accordance with RCW 28A.405.100 and this Agreement.
2. **Evaluators:** Employees shall be observed and evaluated by their principal or designee who shall be a professionally qualified administrator.
3. **Notice:** Within thirty (30) school days of employment for new employees, and within thirty (30) school days of the opening of school in the fall for continuing employees, each employee shall be given a copy of the evaluation form and shall be informed of the specific criteria upon which the evaluation will be based. Where appropriate, evaluators may use group meetings for this purpose. At this meeting each employee shall be informed of his/her evaluator, and given a copy of the Evaluation Option Form, a copy of which is attached to and made a part of this Agreement as Appendix G. Within ten (10) school days following this meeting each employee shall complete the Evaluation Option Form and return it to his/her evaluator.
4. **Observation:** Observations will be the primary basis for evaluation. The observation report shall be signed by the employee and observer. The employee's signature need not indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written

comments concerning the report, within 20 school days of receiving the report, which shall be attached to the report in the file.

All observations of the employee shall be conducted openly and with the knowledge of the employee.

5. **Evaluation Report:** The Evaluation Report shall mean that document which becomes a part of the employee's personnel file. The Employee Final Evaluation Report (Short Form) is attached to and made a part of this Agreement as Appendix F. The Employee Final Evaluation Report (Long Form) is attached to and made a part of this Agreement as Appendix D. The Certificated Personnel Educational Staff Associate Evaluation Report is attached to and made a part of this Agreement as Appendix J.

The evaluation report shall be signed by the employee and evaluator. The employee's signature shall not necessarily indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written comments concerning the report within 20 school days of receiving the report, which shall be attached to the report in the file.

Section B. Provisional Employees

1. The term "**Provisional Employee**" shall mean a beginning employee who is in his/her first two-(2) years of employment with the District or three (3) years for employees hired beginning with the 2011-12 school year, unless the employee has previously completed at least two (2) years of certificated employment in another school district in the state of Washington, in which case the employee shall be provisional for one (1) year.
2. **Observations:** Each evaluation shall be preceded by at least two (2) observations. At least two (2) observations shall be a minimum of thirty (30) minutes each and the time shall total no less than sixty (60) minutes for each evaluation. A pre-observation conference shall be held for at least one (1) of the observation sessions so that the evaluator can be informed of the employee's objectives, methods, and materials for the lesson. Other observations may be done without a pre-observation conference. Following each observation or series of observations, the principal or evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof and confer with the employee within three school days after the report was prepared.

The observation report shall be signed by the employee and observer. The employee's signature need not indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written comments concerning the report within 20 school days of receiving the report, which shall be attached to the report in the file.
3. **Frequency of Evaluation:** Provisional employees shall be evaluated by long form no less often than two (2) times during their first (1st) year of employment. The first (1st) such evaluation must be completed within the first (1st) ninety (90) calendar days of employment. The final evaluation shall be completed no later than June 1.
4. Provisional employees right to continuing employment shall be determined solely in accordance with RCW 28A.405.220.
5. Provisional employees shall not be entitled to be placed on probation. Placing provisional employees on probation, however, shall not be construed to entitle such employees to any additional rights or to a loss of any rights by virtue of such placement.

Section C. Short Form Employees

1. **Short Form Employee:** Any employee who has been employed by the District for four (4) years with satisfactory evaluations may choose the Short Form evaluation, provided that any such

employee may opt out of short form status for any full year. Once eligible for the Short Form, such employee will alternate between the Short Form and the Long Form each year throughout his/her career, provided that if an employee receives an unsatisfactory evaluation in any of the seven major categories, they shall remain on the Long Form until the overall evaluation is satisfactory.

2. **Frequency of Evaluation:** Short form employees shall be evaluated one (1) time per year, which evaluation shall be completed no later than June 1.
3. **Observations:** Short form employees shall be observed for the purpose of evaluation at least one (1) time for a period of no less than thirty (30) minutes.
4. **Negative Evaluation Bar:** The short form evaluation may not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause for the non-renewal of an employee's contract under RCW 28A.405.210 or RCW 28A.405.220. The short form evaluation may be used only in those cases where the evaluator reports "satisfactory".
5. **Removal from Short Form:** If the evaluator or employee has reason to believe the short form option should be dropped during the year, written notification must be given of the reasons for the decision by February 1. An employee removed from short form must be placed on long form for at least one (1) year.

Section D. Long Form Employees

1. **Long Form Employees:** Shall be those employees who are provisional employees with the District, who are on probation, and who do not qualify for short form evaluation.
2. **Frequency of Evaluation:** Long form employees shall be evaluated at least one (1) time each year, which evaluation shall be completed no later than June 1.
3. **Observations:** Each evaluation shall be preceded by at least two (2) observations. At least two (2) observations shall be longer than thirty (30) minutes each and the time shall total no less than sixty (60) minutes for each evaluation. A pre-observation conference shall be held for at least one (1) of the observation sessions so that the evaluator can be informed of the employee's objectives, methods, and materials for the lesson. Other observations may be done without a pre-observation conference. Following each observation or series of observations, the principal or evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof and confer with the employee within three school days after the report was prepared.

The observation report shall be signed by the employee and observer. The employee's signature need not indicate agreement with its content. A duplicate shall be retained by the employee. The employee may submit written comments concerning the report within 20 school days of receiving the report, which shall be attached to the report in the file.

All observations of the employee shall be conducted openly and with the knowledge of the employee.

Section E. Probation

1. **Notice:** In the event that an employee's work is judged unsatisfactory based upon evaluation criteria and procedure, the employee shall be notified in writing of the specific areas of deficiency along with a suggested, specific, and reasonable program of improvement as soon as October 15, but no later than January 20 of the academic year. This written notice shall advise the employee of the establishment of a probationary period which shall be a minimum of sixty days in length ending no later than May 1. The notice to the employee shall be signed by the Superintendent.

2. **Purpose:** The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in his or her areas of deficiency.
3. **Regular Meetings and Assistance:** During the probationary period, the evaluator shall meet with the employee at least twice (2) monthly to supervise and make written evaluations of the progress made by the employee. In addition, the evaluator may authorize one additional non-bargaining unit employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. The employee may have an Association Representative (AR) attend all conferences required in this process. Evaluation conferences will be scheduled at the first meeting and only rescheduled by mutual agreement of both the employee and evaluator. At the employee's request, the Association will provide an Association Representative or substitute Association Representative at each evaluation conference.
4. **Removal:** The employee may be removed from probation at any time he or she has demonstrated improvement to the satisfaction of the evaluator. If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 1.
5. **Failure to Improve:** If the probationary employee has not demonstrated satisfactory improvement in the areas of deficiency, the employee shall be notified on or before May 1 of the lack of improvement along with specific documentation. Lack of necessary improvement may constitute grounds for non-renewal or discharge pursuant to RCW 28A.405.210 as now or hereafter are amended.
6. **Adverse Effect:** The establishment of a probationary period shall not be deemed to adversely effect the contract status within the meaning of RCW 28A. 405.300.
7. **Grievability:** Only the procedural aspects of probation shall be subject to grievance.

Section F. Non-Renewal of Provisional Employees

1. **Notification.** Provisional employees shall be notified by the superintendent on or before May 15th of non-renewal and the notification shall state the reason or reasons including budget constraints for such a determination. This notification date may be moved to June 1 if the legislature is still in session.
2. **Hearing.** Any employee so notified, may request, in writing and filed with the superintendent within ten (10) days after receiving such notice, a meeting with the superintendent for the purpose of requesting the superintendent to reconsider their decision. The employee will have the opportunity to refute any facts upon which the superintendent made their decision and make any arguments in support of their request for reconsideration.
3. **Ten Days.** Within ten (10) days of the meeting, the superintendent will either reinstate the employee or further their recommendation for non-renewal to the board of directors for consideration at their next meeting.
4. **Notification of the Board Meeting.** The employee shall receive a copy of the report to the board of directors at least three (3) days prior to the meeting. The board will consider any written documentation filed with the secretary of the board (the superintendent) by the provisional employee.
5. **Final Decision.** The board of directors shall notify the provisional employee of their decision within ten (10) days of the meeting at which the superintendent's recommendation was considered. The decision of the board is final and not subject to appeal.

**ARTICLE IV. EVALUATION AND PROBATION
PART 2 – CERTIFICATED CLASSROOM TEACHERS**

Section A. Introduction

The parties have agreed to adopt the evidence-based instructional framework developed by University of Washington Center for Educational Leadership (CEL 5D+). The evaluation procedures set forth herein shall be to improve the educational program by strengthening the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

Section B. Comprehensive Evaluation

The Comprehensive evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight (8) state criteria. A teacher must complete a Comprehensive evaluation once every six (6) years. Subsequent years they will be evaluated on a Focused evaluation.

1. Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant information regarding the web-based evaluation tool used for observation and evaluation purposes.
2. Student Growth Goal Setting:
 - a. The teacher who is on a Comprehensive evaluation will select student growth goal(s) for SG 3.1, SG 6.1, and SG 8.1. These goals shall be developed with input from the evaluator and may be interrelated or 'nested.' This will be completed by November 1st.
 - b. Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score. The measurements used shall be determined by the teacher in consultation with their immediate supervisor.
 - c. The District will make available and support work during PLC time for all teachers on a Focused or Comprehensive evaluation to engage in activities that support work that may be used to satisfy the student growth requirement defined in Criteria 3, 6 and 8.
3. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
4. Observations:
 - a. The total annual observation time must be at least sixty (60) minutes. Each observation shall be a minimum of ten (10) minutes, with Provisional teachers as an exception noted below. There must be a minimum of two observations. Unless mutually agreed, observations shall not take place before Thanksgiving, winter or spring break.
 - b. Provisional teachers shall be observed at least once during the first ninety (90) calendar days of his/her employment period. This observation must be scheduled and must be a minimum of thirty (30) minutes in length.
 - c. The District may offer a continuing contract to provisional employees after two (2) years of evaluations that are proficient (3) or distinguished.
 - d. A teacher in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of his or her duties. The total observation time for the school year for a third year provisional teacher shall not be less than ninety (90) minutes.
5. Post-Observation Communication:
 - a. Following each observation or series of observations, the evaluator will:

- (1) Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. The evaluator will share his/her observation notes with the teacher within 15 working days. If not, the observation shall be deemed to be Proficient.
- (2) The teacher may request a meeting to review the observation report if desired.
- b. Each classroom teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time after the observation(s).
- c. If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns.
6. Preliminary Summative Communication: No later than April 15th evaluators will communicate teachers' preliminary performance ratings in each of the evaluated criteria areas. Teachers who desire may work with his/her evaluators to arrange for additional observation opportunities to supplement information for his/her final rating. Teachers have until May 15th to request additional observations and/or to provide additional artifacts and evidence if they so choose.
7. Final Summative Communication:
- a. The evaluator will submit to the teacher a copy of the final evaluation no later than June 1st. Either party may request a meeting to review the evaluation. Any evaluation not received by June 1 shall be Proficient.
- b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.

Section C. Focused Evaluation

The Focused evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated as described in 2A below. A teacher must complete a Comprehensive evaluation once every six (6) years. In subsequent years they will be evaluated on a Focused evaluation. The summative score from the most recent comprehensive evaluation becomes the focus summative evaluation score for the subsequent years in which the certificated classroom teacher is on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator, for that school year.

Employees may be moved from Focused Evaluation to Comprehensive Evaluation in any year prior to December 15, provided that a scheduled observation has been completed prior to November 15 and the employee has been informed of any performance concerns and provided time between November 15 and December 15 to address those concerns. The Association will be notified when an employee is moved from Focus to Comprehensive after November 15 for the current school year.

1. Notification: The teacher will be notified by the 20th day of school whether the teacher will be evaluated using the Comprehensive or Focused evaluation process and who will be assigned as the evaluator. Each teacher shall be given a copy of the evaluation criteria, procedures, and any relevant information regarding the web-based evaluation tool used for observation and evaluation purposes.
2. Student Growth Goal Setting:
- a. When the teacher selects Criterion 3, 6, or 8 they must complete the embedded student growth components within their chosen criterion only. When the teacher selects Criterion 1, 2, 4, 5, or 7, they must select the student growth components in either 3 or 6 (SG 3.1, SG 6.1). Student Growth Goals and resources used will be developed by the teacher with input from his or her evaluator. This will be completed by November 1st.
- b. Student data that measures growth between two points in time shall be used to calculate a teacher's student growth score.

- c. The District will make available and support work during PLC time for all teachers on a Focused or Comprehensive evaluation to engage in activities that support work that may be used to satisfy the student growth requirement defined in Criteria 3, 6 or 8.
3. Pre-Observation Communication: Prior to any scheduled observation, the teacher will be given the opportunity to review the objectives and goals of his/her lesson with his/her evaluator.
4. Observations: The total annual observation time must be at least sixty (60) minutes. Each observation shall be a minimum of ten (10) minutes, with Provisional teachers as an exception noted below. There must be a minimum of two observations. Unless mutually agreed, observations shall not take place before Thanksgiving, winter, or spring break.
5. Post-Observation Communication:
- a. Within a reasonable amount of time following each observation or series of observations, the evaluator will:
- (1) Document and share the results of the observation in writing or by using the applicable web-based evaluation tool. The evaluator will share his/her observation report with the teacher within 15 working days.
- (2) The teacher may request a meeting to review the observation report if desired.
- b. Each classroom teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time after the observation(s).
- c. If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns
6. Preliminary Summative Communication: No later than April 15th evaluators will communicate teachers' preliminary performance ratings in the evaluated criterion areas. Teachers who desire may work with his/her evaluators to arrange for additional observation opportunities to supplement information for his/her final rating. Teachers have until May 1st to request additional observations and/or to provide additional artifacts and evidence if they so choose.
7. Final Summative Evaluation Communication:
- a. The evaluator will submit to the teacher a copy of the final evaluation no later than May 15th. Either party may request a meeting to review the evaluation. This criterion score will be shared with the teacher. His/her actual score will be the summative score from the most recent comprehensive evaluation unless he/she provide evidence of exemplary practice on the chosen focused criterion, where a level 4 (Distinguished) score may be awarded by the evaluator, for that school year.
- b. The teacher will sign one (1) original evaluation form for his/her personnel file and be given a copy.
8. If a teacher is rated Basic or below they will be on a comprehensive evaluation the following year.

Section D. Support for Basic and Unsatisfactory Employees

1. The Association will be notified when any teacher is on track to be judged basic or unsatisfactory prior to the end of the first semester, or as soon as this determination is made.
2. When a teacher is at risk of being judged Basic or Unsatisfactory additional support shall be provided to support his/her professional development. This could include peer mentoring, workshops, or other methods of support deemed appropriate by the evaluator.

- 945 3. The post observation report will list specific areas of deficiency if any exist.

946
947 **Section E. Additional Support for Provisional Teachers**

948
949 Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort beyond the
950 minimum requirements of the evaluation process to assist the teacher in making satisfactory progress
951 toward remediating deficiencies. The efforts may include:

- 952
953 1. A completed Comprehensive evaluation conducted in accordance with Section B above;
954
955 2. Written notice of specific areas of deficiency and the targeted assistance to assist the teacher in
956 making satisfactory progress in improving his/her performance;
957
958 3. Periodic written feedback from the evaluator on the teacher's progress toward remediating
959 deficiencies.

960
961 **Section F. Probation**

- 962
963 1. At any time after October 15th, a continuing employee work is judged not-satisfactory based on CEL
964 5D+ instructional framework evaluation criteria shall be notified in writing of the specific areas of
965 deficiencies along with a reasonable program for improvement. For teachers who have been
966 transitioned to the new evaluation system, "not satisfactory" is defined in Section K. paragraph 12 of
967 this Article.
968
969 2. A probationary period of sixty school days shall be established for teachers deemed not satisfactory.
970 Days may be added if deemed necessary to complete a program for improvement and evaluate the
971 probationer's performance, as long as the probationary period is concluded before May 15th of the
972 same school year. The probationary period may be extended into the following school year if the
973 probationer has five or more years of teaching experience and has a comprehensive summative
974 evaluation performance rating as of May 15th of less than Level 2.
975
976 3. The establishment of a probationary period does not adversely affect the contract status of an
977 employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to
978 give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The
979 establishment of the probationary period and the giving of the notice to the employee of deficiency
980 shall be by the school district superintendent and need not be submitted to the board of directors for
981 approval.
982
983 4. During the probationary period the evaluator shall meet with the employee at least twice monthly to
984 supervise and make a written evaluation of the progress, if any, made by the employee. The
985 evaluator may authorize one additional certificated employee to evaluate the probationer and to aid
986 the employee in improving his or her areas of deficiency. Should the evaluator not authorize such
987 additional evaluator, the probationer may request than additional certificated employee evaluator
988 become part of the probationary process and this request must be implemented by including an
989 additional experienced evaluator assigned by the educational service district in which the school
990 district is located. This person shall be selected from a list of evaluation specialists compiled by the
991 educational service district. Such additional certificated employee shall be immune from any civil
992 liability that might otherwise be incurred or imposed with regard to the good faith performance of such
993 evaluation. The Association may elect to bring in an outside professional to observe, advise, and
994 assist the teacher while on probation.
995
996 5. During the period of probation, the employee may not be transferred from the supervision of the
997 original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be
998 documented by the original evaluator before any consideration of a request for transfer or
999 reassignment as contemplated by either the individual or the school district.

- 1001 6. If a minor procedural error occurs in the implementation of a program for improvement, the error does
1002 not invalidate the probationer's plan for improvement or evaluation activities unless the error
1003 materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
1004
- 1005 7. The probationer must be removed from probation if he or she has demonstrated improvement to the
1006 satisfaction of the evaluator in those areas specifically detailed in this or her initial notice of deficiency
1007 and subsequently detailed in his or her program for improvement. A classroom teacher who has
1008 been transitioned to the revised evaluation system pursuant to the district implementation schedule
1009 adopted by the board must be removed from probation if he or she has demonstrated improvement
1010 that results in a new comprehensive summative evaluation performance rating of Level 2 or above for
1011 a continuing contract employee with five (5) or fewer years of experience, or of Level 3 or above for a
1012 continuing contract employee with more than five (5) years of experience.
1013
- 1014 8. Lack of necessary improvement during the established probationary period, as specifically
1015 documented in writing with notification to the probationer constitutes grounds for a finding of probable
1016 cause for termination under RCW 28A.405.300 or 28A.405.210.
1017
- 1018 9. When a continuing contract employee with five (5) or more years of experience receives a
1019 comprehensive summative evaluation performance rating of Level 1 for two (2) consecutive years,
1020 the school district shall, within ten days of the completion of the second summative comprehensive
1021 evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as
1022 provided in RCW 28A.405.300.
1023
- 1024 10. Immediately following the completion of a probationary period that does not produce performance
1025 changes detailed in the initial notice of deficiencies and program for improvement, the employee may
1026 be removed from his or her assignment and placed into an alternative assignment for the remainder
1027 of the school year. This reassignment may not displace another employee nor may it adversely affect
1028 the probationary employee's compensation or benefits for the remainder of the employee's contract
1029 year. If such reassignment is not possible, the district may, at its option, place the employee on paid
1030 leave for the balance of the contract term.
1031
- 1032 11. Not applicable to Provisional Employees: The probation requirements do not apply to Provisional
1033 employees. Provisional employees do not have access to probation.
1034

1035 **Section G. State Criteria and Scoring**

1036

- 1037 1. State Evaluation Criteria:
- 1038 a. Criterion 1 – Centering instruction on high expectations for student achievement
- 1039 b. Criterion 2 – Demonstrating effective teaching practices
- 1040 c. Criterion 3 – Recognizing individual student learning needs and developing strategies to address
1041 those needs
- 1042 d. Criterion 4 – Providing clear and intentional focus on subject matter content and curriculum
- 1043 e. Criterion 5 – Fostering and managing a safe, positive learning environment
- 1044 f. Criterion 6 – Using multiple data elements to modify instruction and improve student learning
- 1045 g. Criterion 7 – Communicating and collaborating with parents and the school community
- 1046 h. Criterion 8 – Exhibiting collaborative and collegial practices focused on improving instructional
1047 practices and student learning
1048
1049

2. Summative Performance Rating for Comprehensive Evaluation

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

Rating	Score
Unsatisfactory (1)	8-14
Basic (2)	15-21
Proficient (3)	22-28
Distinguished (4)	29-32

The final score for each criterion will be based on the preponderance of the evidence in each criterion. The individual criterion ratings from all eight (8) criteria will be used in achieving the overall "Summative Performance Rating" in the chart above.

Section H. Student Growth Impact Rating

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher's student growth impact rating. The following scoring band will be used to determine the student growth impact rating.

5 – 12	13 – 17	18 – 20
Low	Average	High

Section I. Impact of Low Student Growth Score

A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

Section J. Student Growth Inquiry

If a teacher receives a low student growth score they must engage in at least one of four activities:

- Triangulate student growth measures with other evidence and additional levels of student growth based on classroom, school, district and state-based tools;
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment; and/or
- Schedule monthly conferences with the teacher to discuss/revise goals, progress toward meeting goals, and best practices; and/or
- Create and implement a professional development plan to address student growth areas.

Section K. Evaluator Concerns

If any employee has an issue with the evaluator, they can meet with the evaluator, the superintendent, and union representation to discuss their concerns.

Section L. Definitions

1. **Artifacts** shall mean any products generated, developed, or used by a classroom teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts. NOTE: It is recommended that artifacts will be minimally necessary as artifacts can be gathered through the observation process.
2. **Criteria** shall mean the eight (8) state defined categories to be scored.
3. **Criterion** shall mean one (1) of the eight (8) state defined categories to be scored.
4. **Classroom Teacher** shall mean a certificated employee who provides academically focused instruction to students as defined in WAC 181-79A-140. All classroom teachers shall be evaluated annually using either a Comprehensive or Focused evaluation.
5. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation, and the use of the specific instructional framework, the rubrics contained in this agreement, and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources. Evaluators shall have inter-rater reliability training every year.
6. **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework criteria. Evidence should be gathered from the normal course of the essential functions of the job and evaluation criteria. Evidence collection is not intended to be a professional portfolio but rather a sampling of observed practices and/or data to inform the decision about level of performance. There is no minimum amount of evidence required per criterion. NOTE: It is recommended that evidence will be minimally necessary as most evidence should be gathered through the observation process.
7. **Instructional Framework** shall mean the adopted evidence-based instructional framework developed by the University of Washington's CEL, known as the CEL 5D+.
8. **Observation** means the gathering of evidence through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties, for the purpose of examining evidence over time against the instructional rubrics pursuant to this section.
9. **Provisional Teacher** means a teacher in his/her first three (3) years of teaching in Washington State or a teacher who has previously completed at least two (2) years of certificated employment in another school district in the state of Washington and who is in his/her first year of teaching in the Wahluke School District.
10. **Student Growth** shall mean the change in student growth between two points in time.
11. **Student Growth Data** is assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
12. **Not Satisfactory** shall mean:
 - a. Level 1: Unsatisfactory – Receiving a summative score of “1” or “Unsatisfactory” is not considered satisfactory performance for any teacher.
 - b. Level 2: Basic – If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of “2” or “Basic” has been received two (2) years

1151 in a row or during two (2) out of three consecutive years, the teacher is not considered to be
1152 performing at satisfactory level.
1153
1154

1155 **ARTICLE V. LAYOFF AND RECALL (RIF)** 1156

1157 **Section A. Initiation of RIF** 1158

- 1159 1. **Need:** In the event the District anticipates a significant loss in revenue or change in program which
1160 requires a reduction in work force (RIF), the District shall follow the procedures contained in this
1161 section.
1162
- 1163 2. **Notice:** RIF's shall not be made without thorough review of programs and options available. The
1164 District shall notify the Association of the proposed RIF at least thirty (30) calendar days before
1165 May 15, and shall advise the Association of the financial situation, anticipated program changes
1166 and needed staffing levels. The District will document all non-employee related cuts made prior to
1167 initiating a RIF of certificated staff.
1168
- 1169 3. **Leave Employees:** Employees returning from leave must be re-hired; however, such employees
1170 are subject to this Article and the same requirements and procedures as other employees. Such
1171 determinations are based upon seniority as specified in this Article.
1172
- 1173 4. **Definition:** The term "RIF" shall mean any action taken by the District to reduce the number of
1174 employees.
1175

1176 **Section B. Categories** 1177

1178 Employees shall qualify for placement in the following categories:
1179

- 1180 1. Transitional Kindergarten (TK)/Kindergarten (K) through Grade eight (8)
- 1181 2. Grades nine (9) through twelve (12)
- 1182 3. Career Technical Education, Grades seven (7) through twelve (12)
- 1183 4. Special Education, Pre-K through Grade twelve (12)
- 1184 5. Specialists, Transitional Kindergarten (TK)/Kindergarten (K) through Grade twelve (12)
1185

1186 Employees shall be placed in the category of their current assignment. For continuing employees, they will
1187 also be listed in any previous category until the end of the second year in their current assignment. Such
1188 placement must be in conformance with the certification and endorsement requirements of State and
1189 Federal Regulations, including meeting requirements as "Highly Qualified". Both RIF's and recalls shall be
1190 made according to these categories.
1191

1192 **Section C. Seniority** 1193

- 1194 1. **Seniority Defined:** RIF shall be accomplished by seniority within retention categories, with the
1195 least senior employee within each category being RIFed first. The term "*seniority*" shall mean the
1196 total number of years of certificated experience in Washington.
1197
- 1198 2. **Seniority Ties:** In the event the total number of years of certificated experience in Washington
1199 State ties in seniority, such seniority ties shall be resolved in the following sequence:
1200
 - 1201 a. The number of years such employees have been employed in qualifying positions in the
1202 Wahluke School District from the most recent date of continuous employment.
1203
 - 1204 b. The total accumulated certificated experience, as recognized on the salary schedule.
1205
 - 1206 c. The date such employees signed their individual contracts with the District for their most

recent date of continuous employment.

d. In the event ties still remain, the final tie breaker shall be a drawing by lot of remaining seniority ties.

3. **Part-Time Employee Seniority:** Seniority for part-time employees shall be credited on the same basis as their percentage of employment. (Half-time employment for one (1) full year shall equal one-half year seniority.)
4. **Seniority List:** The District shall publish a complete seniority list by November 1 or as soon as possible after that date, and no later than February 1 of each year. The seniority list shall be posted in each building along with a copy to the President.
5. **Seniority Disputes:** Challenges to an employee's seniority placement shall be made by such employee within thirty (30) days of the posting. All such challenges shall be accompanied by authenticated documentation pursuant to Section C. Seniority, paragraphs 1 and 2 contained herein.

Section D. Procedures

If a RIF is required, the District shall first seek voluntary reduction through leaves of absence, resignations and/or retirement before implementing a layoff. If layoff is still necessary, the District shall retain the most senior first taking into account certification and the District's need to offer a basic curriculum.

The District shall issue letters to employees affected by a RIF indicating that the RIF was not due to any concern with the employee's performance.

1. **Notice:** Employees to be RIFed shall be notified in writing by the District, pursuant to law.
2. **RIF Pool:** Any RIFed employee shall retain a re-employment relationship for two (2) years with the District by being automatically placed in the RIF pool. Credit for any education acquired during that period shall be granted.
3. **Outside of Endorsement:** In the event an employee is placed outside his/her areas of certification or endorsement, due to reassignment or recall related to the RIF, such employee shall have a notation placed on his/her evaluation form stating that the assignment is an emergency assignment outside his/her area of certification/endorsement.

Section E. Recall

1. **Seniority:** Recall shall be by seniority order according to the categories for which the employee is qualified.
2. **Employment in Other Districts:** Acceptance of non-continuing employment as a certificated employee of any other district while in the RIF pool shall not constitute termination of the employment relationship within the pool. No person shall be hired from outside the District for bargaining unit positions until all employees in the RIF pool have been determined to be not qualified for the position.
3. **Notice:** The District shall give notice of recall by sending a certified letter to the employee at his/her last known address. It shall be the responsibility of the employee to notify the District of any change of address.
4. **Response:** Any employee so notified shall respond within ten (10) days from receipt of said notice to indicate whether he/she accepts or rejects the position.

Section F. RIF Benefits

1. **Substituting:** The District shall hire RIF pool employees for substitute positions except when no such employee is available or qualified.
2. **Insurance:** Upon request of a RIF pool employee the District shall make provision for the continuance of an employee's participation in any District group insurance program (carrier permitting). The entire premium required shall be paid by the employee to the District office monthly, as required by the District.

Section G. Remedy

In the event a RIFed employee requests a hearing, either the employee, the Association, or the District may elect to submit the issue to the grievance procedure, initiated at Step Two (2), instead of taking the matter to a hearing pursuant to RCW 28A.405.310.

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom

Academic freedom shall be guaranteed to employees.

1. **Outside of School Activities:** The right to academic freedom shall include the right to support or oppose political causes and issues outside of school activities.
2. **Joint Accountability:** The ability of pupils to progress and mature academically is a combined result of school, home, economic, and social environment. Employees alone cannot be held accountable for the academic achievement of the pupil in the classroom.
3. **Role of Standardized Tests:** While standardized test results may be used as an indicator of potential problems that need further investigation, they shall not be used to directly evaluate the quality of an employee's service or fitness for retention.
4. **Electronic Eavesdropping Bar:** Mechanical or electronic devices shall not be used to evaluate personnel, except when an employee chooses to use such devices to voluntarily provide artifacts associated with the new evaluation system.
5. **Controversial Issues:** Controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Employees shall use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. In discussing controversial issues, the employee shall encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues employees shall show respect for positions other than his/her own. Students shall be encouraged, after class discussions and independent inquiry, to reach their own conclusion regarding controversial issues.
6. **Responsibility to the Profession:** Academic freedom shall not supersede the basic responsibilities of the employee to the education profession, including;
 - a. a commitment to democratic tradition as a way of life and the methods implied in implementing this end,
 - b. concern for the welfare, growth and development of children,
 - c. an insistence upon objective scholarship,

- d. a consistency with the District's instructional/curriculum objectives and applicable board policy.

Section B. Student Discipline

All employees have the right to expect acceptable behavior from all students and to maintain discipline in an educational atmosphere. Employees should use reasonable judgment, consistent with law and District policy, to protect themselves, other employees, or students from verbal attack or physical abuse. The District shall support its employees in their use of legal disciplinary measures. Employees shall maintain order and discipline in their classroom. Disciplinary action(s) should be carried out to reduce disruption of the educational process.

The District shall implement policies which deal with student misconduct or insubordination disruptive to the classroom environment, including a policy for student detention, suspension, and expulsion. An employee may recommend to the principal a pupil's suspension or expulsion from school. The principal shall consider such recommendations in determining actions to be taken. Such actions shall be consistent with student disciplinary policies.

The administration, Board, and the Association shall meet annually to review and update policies on student discipline.

The building administrator shall notify an employee within three (3) student days, of action taken by the office when a student is sent for disciplinary referral.

Any time a student makes a threat to an employee, all staff on the student's schedule shall be notified of the threat.

No student will be returned to the classroom without the required conference with the administrator and the teacher.

The inter-district transfer of a student from one school building to another may take place after the following has been completed:

- a. Behavior review of the student that includes the affected classroom teacher(s), building administrator(s), other pertinent staff, and parent(s)
- b. Principals will work to rectify the issue with the student within their own building prior to pursuing transfer to another building
- c. Consultation with the affected teachers will occur prior to an agreement between building principals
- d. Meeting and consultation between involved classroom teachers
- e. Any transfer of a student from one building to another must have final approval of the Superintendent/designee
- f. Complete the transfer request form

Section C. Classroom Visitors

1. All visitors to a school and/or classroom (except District administrators) shall clear through the school office with prior notification to the teacher and receive a visitor's pass before proceeding to a classroom.
2. The Principal/designee shall make initial contact with the teacher for the purpose of maintenance

of quality instruction time and to facilitate another time so as not to disrupt the educational process, if deemed necessary by the principal.

3. Upon request of the employee, time shall be arranged after any visit to his/her class for a brief conference with any non-administrative visitor.
4. There will be no more than two (2) "learning walk" visits per week in any classroom. These visits must be pre-scheduled one (1) week in advance unless mutually agreed upon.

Section D. Instructional Aide

The District shall not hire a classroom instructional aide to replace employees on a permanent basis. All classroom instructional aides shall be under the direct supervision of the employee to whom they are assigned. An employee shall be responsible for preparation and instruction when an aide is performing assigned instructional tasks. In the event of unsatisfactory performance on the part of an instructional aide, the employee shall make a report to the principal, who shall arrange a mutually acceptable time to confer with the employee and instructional aide regarding the matter.

Section E. Employee Facilities Access

Employees shall be issued keys for their classroom, faculty lounge/work area and an outside door of their assigned buildings; and further provided that employees shall have access to copy machines or the District shall provide adequate copying service. Employees shall be required to use the designated, after-hours access door and "log-in" in accordance with building policy.

Section F. Plan Time

1. **Elementary:** Kindergarten through grade five (5) employees shall have scheduled no less than two-hundred-twenty-five (225) minutes per week (except early release and conference days) for planning purposes, which time shall be in blocks of no less than thirty (30) minutes per regular school day as scheduled by the District.
2. **Secondary:** All full-time secondary (6-12) employees shall have scheduled no less than one (1) class period per contract day for planning purposes, except on shortened days at the HS where planning periods are provided on alternating days.
3. **Use:** The use of plan time shall be for professional purposes as determined by the employee. This time is restricted to on-site activities, unless prior approval is received from the building principal.
4. **Loss of Plan Time:** In the event no substitute teachers are available and a building principal is forced to ask a certificated classroom teacher to cover a class during their planning time, the affected teacher will be paid an additional stipend equal to the employee's hourly per diem rate. The building principal will only require the scheduling away of plan time after mutual agreement with the employee(s), and only after other non-classroom based certificated employees have been assigned to the greatest extent possible.
5. **45/15 Bar:** The forty-five (45) minutes before students arrive and the fifteen (15) minutes after students depart is not to be computed as a part of the plan time defined above but is to be used by employees as additional plan time, time for giving students extra assistance, conferences, consultations, IEPs. faculty meetings (not to exceed two (2) per month unless an emergency occurs) supervision and similar professional purposes.
6. **Part-Time Employee:** Part-time employees shall be granted plan time proportionate to the amount of time they are employed.

7.

Late Start:

Shared Interest: We believe that student learning improves when staff has time to plan and to train and implement collaboratively.

Purpose: To address building and district-wide needs regarding student learning.

Goal: To improve student learning through improved instructional practice.

Late Start (LS) shall be organized around the district academic programs and building improvement goals. All employees shall be involved in LS.

All LS will provide seventy-five (75) minutes of staff development activities and will end thirty (30) minutes before the student day begins. LS start time will be one and three quarters (1.75) hours before the student day begins. LS are part of the regular workday and all employees shall attend.

A joint District/WEA team will evaluate LS each May.

District Days: There will be three LS to be used for learning improvement activities such as but not limited to: assessment data analysis, PD, curriculum trainings, teaming, vertical teaming, grade-level, department and/or subject area meetings, Job Alike Days: Under the leadership of the building principals, staff will meet in grade level or department/program teams (PLC's) to address professional development needs specific to state targets and compliance issues. Each PLC will work with the Principal to determine the content of the grade level or department/program teams meetings. When employees teach more than one subject area, the employee will make the decision as to which PLC they will attend. This choice will be in effect for a minimum of one grading period. The work of the PLC will be documented on the Collaboration/Late Start Form, Appendix J.

Fifth Monday: The 5th Mondays will rotate every other year between the District and staff with 2021-22 going to the staff.

Staff Directed: The second Monday of the month and the Monday following Christmas and Spring break will be staff directed for the purpose of implementing school improvement strategies addressed in previous LS's.

Specialist Time: One late start each month, with the exception in November and June, will be scheduled for K-12 collaboration in PE, STEM, SPED, Art, Music, and Counselors.

Day Use and Designation: The calendared use and designation of each LS cannot be changed, in any building without the specific approval of the Association. Such requests may only be initiated from the District level and for good cause such as availability of a trainer.

8.

Early Release Days:

Shared Interest: We believe that student learning improves when staff has time to plan and to train collaboratively.

Purpose: To address building and district-wide needs regarding student learning.

Goal: To improve student learning through improved instructional practice.

- a. The District agrees to provide k-12 teachers six (6) early release days to address building and district-wide needs regarding student learning.

- b. The use of the Early Release Days (ERD) shall be as follows: Two (2) of the days will be used for District training; two (2) of the days for other learning improvement activities such as but not limited to assessment data days, professional development, curriculum training, teaming, vertical teaming, grade level/department, and staff teaming. The use of one day shall be mutually agreed upon by the building leadership team and building principal. The ERD in May will be staff directed.

- c. Agenda's shall be available at least three (3) days before the Early Release Day.

Section G. Clock Hours

The District will offer clock hours for all in-district professional development activities that qualify for clock hours according to the Office of the Superintendent of Instruction guidelines.

An in-service committee shall be created to meet the requirements of the clock hour program. The committee shall have one district office representative, one principal and three (3) teachers chosen by the Association, representing elementary, middle and high school. If it is necessary for the committee to meet outside normal school hours, teachers will be time-sheeted for that time. Work done by email will not be time-sheeted.

- A. Each employee shall be responsible for keeping their own clock hour records. Documentation of the use of the time will be required only from those employees requesting clock hours.
- B. Clock hours should be reported in increments of not less than three (3) hours.
- C. To be accepted by the District for advancement on the salary schedule, clock hours must:
 - 1. Be directly related to the employee's current assignment, including subject area and grade level or expected assignment for the subsequent school year.
 - 2. Be from an approved provider as listed on the OSPI website.
- D. Clock hours earned outside the district may be submitted for approval by the District to apply toward advancement on the salary schedule if they meet the criteria established by OSPI for clock hours directly related to their current assignment or expected assignment for the subsequent year. It is the employee's responsibility to provide any necessary documentation to substantiate that the requested clock hours meet the requirements.

Clock Hours for late starts: The District will provide clock hours for all district-directed Late Starts that employees attend. This includes 1.25 hours for each late start throughout the year. Employees will be required to sign-in at the beginning of each session on the provided sign-in sheet. If the employee fails to sign in, and if the principal can verify their attendance, they will be allowed to sign-in later in the day of the late start or the next day. No sign-ins will be accepted beyond the day after the late start. These clock hours will be awarded at the end of the school year to each employee for the number of hours attended.

At the start of the school year, the District and Association will inform all certificated employees of the total number of clock hours they can potentially receive if they sign-in for all late starts throughout the year.

Clock Hours for all other District provided in-services: For qualifying professional development in-services, employees will be required to sign-in at the beginning of each session on the provided sign-in sheet. If the employee fails to sign in, and if the Principal can verify their attendance, they will be allowed to sign-in later in the day of the training or the next day. No sign-ins will be accepted beyond the day after the training.

Section H. Work Load

1. The parties recognize that:

- a. A reasonable pupil-teacher ratio is desirable for effective teaching.
- b. Class size for the various grade levels shall be as indicated below:

<u>GRADE</u>	<u>DESIRED</u>	<u>MAXIMUM</u>
Transitional Kinder	20	25
Kindergarten	20	25
1 - 2	22	25
3-4	25	30
5-6	25	30
Middle School (7-8)	25	32
High School (9-12)	25	32
Sentinel Tech	25	32

c. **Workload Maximum:**

- Assignment of high needs special education students will be balanced between classrooms and buildings to the greatest extent possible in accordance with "least restrictive environment" requirements and consideration of where siblings have been placed. High needs special education students new to the district will be placed in the appropriate setting according to their IEP after consideration of which building has the greatest capacity.
- The workload maximums may not apply in traditionally larger classes such as band, choir and in team-teaching situations. The workload maximums may not be applicable to special education, family and consumer science, vocational classes and federally funded programs where funding is contingent on lower class sizes. Lab classes workload shall be determined by the number of lab stations times two (2). Classrooms will be provided the necessary materials and equipment needed for the size of class and space allocation will be considered when assigning rooms.

d. **Overage Payment:** The school district shall have the first two (2) weeks of each semester to adjust class size. If unable to balance classes the employee shall be paid for the overage retroactive to the first day of the overload. The District will make every reasonable effort to adjust/balance class sizes per grade levels within a building and across the district, during the first two weeks of school as per the above statement.

Such stipend shall be:

- Elementary level: seventeen dollars (\$17.00) per student per day
- Elementary Music and PE: five dollars (\$5.00) per student per session
- Doubled Classes: five dollars (\$5.00) per student per session
- Middle school level (7 period day): seven dollars (\$7.00) per student per period
- High school level (6 period day): seven dollars (\$7.00) per student per period

e. **Special Education Case Load Limits:**

Resource Room	30 IEPs
Life Skills	9 IEPs

f. **Special Education Extra Duty Contract**

Certificated special education staff will receive a supplemental contract at per diem rates in the amount of 2.5 hours for each IEP (or 4 hours for Life Skills IEP's) for which they are responsible and have completed by the students annual review date and which satisfy the legal requirements, and have been performed outside the school day on the District approved format. Supplemental contracts will be adjusted and prorated equitably to reflect additions and deletions from an employee's IEP roster throughout the year. The employee will have until the end of each quarter to submit for payment to the District for each IEP completed that quarter. The District will make that payment available to the employee in the next payroll period. If there are concerns with IEPs that have been submitted for reimbursement, the District will notify the teacher within 10 days of the concerns with the IEP.

2. Special education students on an IEP who are mainstreamed shall not be placed in a regular classroom without the employee having been notified and a copy of the Individual Educational Program (IEP) made available upon request. Regular classroom teachers shall be notified by the 10th day of the quarter of all special education students that have been placed/mainstreamed in their classroom.

a. In the event an employee believes a special education student has been improperly placed in his/her class, the employee shall have the right to request re-evaluation of that student's placement.

b. The District's written procedures regarding special education students shall be distributed to all special education teachers upon hiring and all other employees by the first staff meeting of the year. District administrators shall discuss and explain those procedures in building faculty meetings.

c. The intent of this clause is to bring to the attention of the District administrators individual special education students who constitute a problem to the employee or class.

d. When an employee has been physically harmed by a student, i.e. spit on, kicked, hit, punched, bitten, pushed, hair pulled, scratched, etc. the employee must:

a. inform their principal immediately and complete an Accident report within 24 hours.

The principal must:

a. forward the report to the Director of Special Education within the next 24 hours.

b. The Director of Special Education will investigate the incident and respond back to the teacher within two days.

c. If the behavior is not addressed in the student's IEP, the IEP team will meet to determine if the behavior is part of the student's handicapping condition and needs to be addressed in the IEP. Any IEP team member may request a meeting on a student at any time. The case manager is responsible for the implementation of the IEP, and as with all team members, required to maintain confidentiality as it applies to the student.

If the same student has three incidents of causing injury to self or others within a given semester, the principal will meet the teacher and other staff with first-hand knowledge of the student's actions to discuss interventions that will be recommended to the IEP team.

3. Employees are encouraged to discuss options to resolve problems of class size and class mix with the building principals. Options may include additional aide time, special training or equipment, transfer of students, additional employees or support staff and supplemental services.

4. General Education Classrooms shall have not more than five (5) Life Skills or Behavior Disordered special education students per class/section unless the teacher approves.

Section I. Report Cards

Report cards shall not be due until after the last day of the grading period. The date when Report Cards and Progress Reports are due will be noted on the building calendars as the normal grading periods.

Section J. Mentor Teacher

The District will participate in any beginning teacher mentor program developed according to SB 5946 as passed by the Legislature. This includes joining with any regional or ESD based consortia. The program will be co-chaired by an administrator and a certificated teacher with at least ten (10) years of teaching experience, receiving a stipend of one thousand dollars (\$1000) per year.

In the absence of funding from any legislatively created program, the District will offer the following support for beginning teachers.

- At least five (5) times during the school year, the District will provide professional development classes specifically aimed at assisting beginning teachers. Beginning teachers will receive fifty (50) clock hours for :

- Attendance at these classes.
- One hour of classroom work per week with their mentor

Mentor teachers shall also be eligible for the clock hours.

- Instructors for these professional development classes will include specialists from the ESD, regional higher education, or consultants hired by the District. Experienced teachers within the District may also be asked to provide instruction for one or more of these classes, for which they will be paid at their per diem rate.

- Building Level Instructional Coaches will work with all beginning teachers as part of their regular assigned duties.

- An experienced teacher within the building will be assigned to help individual beginning teachers. These mentor teachers must be non-provisional. At the end of the year, applications will be solicited from experienced teachers interested in becoming a mentor for the following school year. A committee of two (2) WEA reps, chosen by the Association and two (2) district reps will meet to look at applicants and identify the applicants that are qualified to be a mentor based on the following criteria:

1. Valid teaching certificate and endorsements
2. Experience in the subject and/or grade level
3. Full time employment as a certificated teacher
4. Three years of summative evaluations of proficient or better
5. At least three years of experience in the district
6. Principal's recommendation

Principals will choose a mentor from this list if one is needed and as described above. If no teachers with the building choose to be on the list, the Principal will seek a mentor from another building within the District. This provision does not prohibit the Principal from bringing in other experts to work one-on-one with the beginning teacher. Mentors shall be assigned to beginning teachers for one (1) year with the

possibility of the mentorship being extended for up to a total of three (3) years at the discretion of the principal in collaboration with the beginning teacher and their mentor.

- In District Mentor Teachers will be paid a stipend of \$200 per quarter. The expectation for this program is to help beginning teachers acquire skills and learn systems within the district. No teacher shall be assigned more than two (2) beginning teachers to mentor at any one time.

The program will be evaluated at the end of each school year by mentors and mentee's. A copy of the results of the evaluation will be given to the Association President.

Section K. New Curriculum Adoptions

Employees shall be provided training in new curriculum. At least one (1) of these training days will be available at least 2 weeks before the implementation date for the new curriculum. This training shall also include those employees newly hired or transferred.

By May 1st of each school year, the District Curriculum Committee, consisting of a certificated teacher from each building, a special education teacher, a CTE teacher a representative chosen by the Association, and four (4) administrators (including a District Office administrator) will meet to review District curriculums and recommend to the District which subject areas are in need of curriculum renewal in the following year.

The District will limit the implementation of curriculum to a maximum of one (1) per school year in grades P-5 and to a maximum of two (2) non-related curriculums in grades 6-12 in one school year.

Section L. Development of the Master Schedule

Secondary: Prior to the end of the school year building administration shall hold a meeting of all faculty to explain the registration process and the process for developing the master schedule. The building administrator is responsible for creating the master schedule based on the needs of the students and the assignment of classes will be based on the educator's instructional strengths, certification, and qualifications. Assignment of staff to specific classes will be based on teacher preference whenever possible. The building administrator will inform the staff of the substantial completion and pending course schedule. The staff will provide input to counselors regarding the proper placement of students for the upcoming year.

Elementary: Prior to the end of the school year building administration will hold a meeting of all faculty to seek input for developing the master schedule. The building administrator will build the master schedule based on the needs of the students and the assignment of classes will be based on the educator's instructional strengths. Schedules for the start of the school year will be available to staff before the end of the previous student year, except for changes during the summer due to student enrollment changes.

Throughout the year, when students are identified as being improperly placed, the parents will be notified and the student moved into the appropriate class as soon as possible.

Section M. Instructional Coaches

Instructional Coaches are TOSA positions subject to funding by the district through grants and local funds. The program may be terminated if/when these funds are no longer available. The primary duty of the Instructional Coach is to support teachers in professional development with the goal of improving academic performance. In order to preserve the integrity of the instructional coaching program, a majority of their weekly schedule shall be in direct observation or work with teachers which includes, but is not limited to: modeling lessons, data input, printing and distribution of data, subbing teachers out to observe other teachers, and assisting in assessing students for program assessments and during state mandatory testing windows.

To ensure that the coaches do not cross over into the responsibilities of the principal, the following restrictions shall apply:

1. Except for beginning teachers, participation by employees shall be voluntary. Any principal recommending that an employee work with an instructional coach shall have observed that teacher at least two (2) times and held a conference with the teacher outlining the benefit to be gained from working with a coach. The final decision shall be the employees.
2. In no way shall information observed or gathered by instructional coaches be reported to any administrator or used as a basis for any evaluator comments. Instructional Coaches are not part of the evaluation process in any way, but may offer suggestions for building based staff development activities. Evaluation of staff is the sole responsibility of building administrators.
3. Instructional coaches shall not attend administrators meetings as a matter of course.
4. The maximum term for any one certificated staff member to serve as an Instructional coach is six (6) years.
5. Instructional Coaches will be provided adequate training to perform the duties required of the position. This may include workshops and conferences with other teachers or principal related to improving instruction and student achievement in their assigned school. No coach shall be out of District for training more than 18 days during the school year.

Section N. Instructional Specialists

The primary duty of the Instructional Specialists is to support teachers in specialized academic areas to improve student achievement. Instructional Specialists positions will be assigned District-wide to work within specific areas of instruction, such as ELL and/or Special Education.

Section O. Parent Requests

Up to five (5) parent requests may be honored in any classroom. To be considered, parent requests must be provided to the District prior to the last late start in May. If there is not a late start in May, it will be no later than May 15th. After the placement of the fifth (5th) student, a meeting shall take place between the employee, principal and an association representative, if requested, before additional requests are honored. Requests will not be honored if it creates a racial, socio-economic, or academic imbalance between classrooms both in-building and across the district.

Section P. Conferences

Parent/Teacher Conferences shall be scheduled in the fall and the spring as follows:

TK/K-5	Wednesday:	11:30-7:15 employee day	11:30-3:00 student day
	Thursday:	11:30-7:15 employee day	11:30-3:00 student day
	Friday:	7:30-3:00 employee day	12:00-3:00 student day
6-12/Sentinel Tech	Wednesday:	11:15-7:00 employee day	11:15-2:45 student day
	Thursday:	11:15-7:00 employee day	11:15-2:45 student day
	Friday:	7:15-2:45 employee day	11:45-2:45 student day

Section Q. Technology Training and Use

Any required training for new technology that is scheduled outside the regular school day will be paid at the employee's per diem rate. Teachers will be expected to attempt to implement new technology into their instruction when appropriate. Implementation of technology or lack thereof will not constitute grounds for negative evaluation.

1819 **Section R. Kindergarten placement:**

1820
1821 Once kindergarten students have been registered and assessed, they will be divided into three groups,
1822 one for each elementary school. Each group will be balanced across all academic, social, and behavioral
1823 demographics. The committee to decide on the division of these three groups will be made up of the
1824 following positions: building principal or designee; building counselor; three building kindergarten
1825 teachers, chosen by the Association; SPED Director; Preschool Director, Student Programs Director, and
1826 the Assessment Coordinator. Specific class placements will be made by building teams which will include
1827 the kindergarten teachers. Families will be notified of final placements by mail.
1828

1829
1830 **ARTICLE VII. LEAVES**

1831
1832 **Section A. Illness, Injury, and Disability (Sick) Leave**

- 1833
1834 1. **Accumulation:** At the beginning of each school year, each full time employee shall be credited
1835 with twelve (12) days of Illness, Injury, and Disability Leave, which shall be referred to hereafter as
1836 "sick leave." Employees who are less than full time shall receive a prorated portion of such leave.
1837 Unused sick leave shall accumulate to the maximum allowed by law. Each employee's
1838 accumulated leave balance shall be made known to him/her on each pay check stub. Sick leave
1839 earned but unused in all school districts within the State of Washington shall be credited to the
1840 employee's sick leave account upon employment.
1841
1842 2. **Use:**
- 1843 a. **Personal Illness, Injury, or Disability:** The District shall grant sick leave to an employee
1844 when the employee is unable to perform duties because of personal illness, injury, or
1845 disability. Sick leave may also be used for pregnancy disability, for bonding/caring for a
1846 newborn, adopted or foster child, or if the employee or the employee's family member is a
1847 victim of domestic violence, sexual assault, or stalking.
1848
 - 1849 b. **Maternity:** The District shall grant sick leave for pregnancy, childbirth, bonding with a
1850 newborn, adopted or foster child, and related temporary disability to employees.
1851
1852 Employees requesting maternity leave shall notify the District as early as possible prior to
1853 the beginning of the leave and shall indicate the expected date of return at the time the
1854 leave is requested. Employees shall advise the District of the exact date of return as soon
1855 as that date is known to the employee.
1856
 - 1857 c. **Family Illness:** The District shall grant sick leave to employees in the event of illness
1858 within the immediate family of the employee. It is intended to follow the Washington State
1859 Family Care Act. Under these rules employees may use paid leave for care of a child with
1860 a health condition that requires treatment or supervision, or to care for a spouse, parent,
1861 parent-in-law, or grandparent or an adult child with disabilities, who has a serious health
1862 condition or an emergency health condition.
1863
 - 1864 d. **Medical/Dental Appointments:** The District shall grant sick leave to employees for regular
1865 medical, dental or eye care appointments. The employee shall try his/her best to schedule
1866 these appointments as early or as late in the day as possible to minimize class disruption
1867 and reduce substitute needs, and to use prep time if at all possible. Furthermore,
1868 employees shall try to schedule non-emergency medical, dental and eye care
1869 appointments during vacation periods or other non-school times.
1870
 - 1871 e. **Adoption:** In the event of adoption, use of sick leave may include time for court legal
1872 procedures, home study and evaluation, required home visitations by the adoption agent
1873 not possible to schedule outside of the regular working hours, and such additional activity
1874 as is required to make the immediate inclusion of the adopted child into the employee's

household.

f. **Emergency:** The District shall grant sick leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated or is unplanned; or where pre-planning could not relieve the necessity for the employee's absence.

g. **Paternity:** An employee may use this leave as necessary to care for or bond with their newborn child, adopted child, or foster child, for up to a year after the child's birth, adoption, or fostering date. This leave will come from the employee's sick leave.

3. **Sick Leave Exhaustion:** In the event an employee's accumulated sick and personal leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request and the District may grant a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave. It is the desire of the District to not approve unpaid leave except in extreme cases. (WAC181.87.065)

4. **Annual Sick Leave Buy-Back Option:** Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January, of each year of employment due to retirement (as recognized by the Washington State Teacher's Retirement System or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave up to a maximum of one-hundred-eighty (180) days at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.

The monies paid pursuant to this provision shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State, and shall be in accordance with the rules and regulations of SPI.

5. **Sick Leave Sharing:** Employees are granted the right to donate sick leave to come to the aid of another employee within the same bargaining unit who gives birth, or is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which causes or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee may also use this leave for pregnancy disability or for bonding/caring for a newborn, adopted or foster child, or if the employee or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

a. An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to a sick leave bank.

b. Employees are allowed to grant up to six (6) days during any twelve month period.

c. Employees cannot donate sick leave days that would result in his or her sick leave account going below twenty-two (22) days.

d. Sick leave shall be defined as leave pursuant RCW 28A.400.300 with compensation for illness, injury and emergencies.

e. An employee may retain up to forty (40) hours of sick leave when applying for shared leave.

At the start of the school year, the District and Association will jointly inform employees in the bargaining unit about Sick Leave Sharing and ask them to indicate if they are willing to make a future donation of sick leave to employees of their choice. The District and Association will keep this list of potential donors. When a request is received that meets the requirements for receiving

leave sharing, the District will send an email request to all employees on the list asking them to inform the Association President if they are willing to donate. If no or insufficient responses are received after three (3) days, a second email will be sent by the District to all staff. If no response is received within three (3) days, the employee who requested leave sharing will be informed jointly by the District and Association that no leave is available for donation.

Section B. Personal Leave

Three (3) days of personal leave per year shall be granted to employees for personal commitments that do not qualify as emergencies. When possible, notice must be given twenty-four (24) hours in advance to the principal, stating only that leave is being taken under this section. No more than two (2) employees per building shall be granted personal leave at the same time, provided that the Superintendent may allow additional employees personal leave when, in his/her judgment, the circumstances of the request warrant special consideration. Personal leave shall be granted on a "*first come, first served*" basis. Personal leave shall not be granted during the first or last five (5) days of the school year, provided that, the Superintendent may allow personal leave during the first or last five (5) days of the year when, in his/her judgment, the special circumstances of the request warrant special consideration.

Unused personal leave may accumulate up to five (5) days. At each employee's option unused personal leave may be sold back to the District for the current rate of substitute pay plus fifteen (\$15) dollars per day. Beginning in school year 2022-23 unused personal leave may be sold back at the employee's per diem rate.

In the event an employee requests and is granted by the Superintendent the use of personal days above his/her number of accumulated days, the employee shall go without pay and the district will incur the cost of a substitute's salary, should a substitute be hired.

Section C. Bereavement Leave

Up to five (5) days bereavement leave with pay shall be granted, per incident, in the employee's immediate family. For purposes of this provision, the term "*immediate family*" shall mean spouse, registered domestic partner, child, sibling, parent, grandparent, grandchild, and spouse's sibling, parent, or grandparent.

Up to three (3) days bereavement leave with pay shall be granted, per incident, in the employee's extended family. For the purposes of this provision, the term "extended family" means mother substitute, father substitute, son-in-law, daughter-in-law, or any relative living in the immediate household of the employee. Additional time may be granted at the Superintendent or designee's discretion.

One (1) day of bereavement leave with pay shall be granted, per incident, in the event of the death of an employee's aunt, uncle, niece, nephew, or cousin. One (1) day may also be granted for leave to attend a funeral of a close friend or colleague.

In the event extended travel is required to attend a funeral or if additional time is needed for the above bereavement leave clauses, up to three (3) additional days may be granted, with the employee charged for the cost of a substitute teacher whether or not a substitute is needed. Travel time is not automatic and is granted at the discretion of the District.

Section D. Long-Term Leaves

1. **Term and Purpose:** Long term leaves may be granted for up to one (1) year to those employees who have served the District a minimum of five (5) years. Leaves shall be granted for the purpose of study, travel, exchange programs, medical recuperation, child care needs which require the employee's permanent presence in the home and other such reasons pending board approval. Upon return from leave the employee shall be placed in a similar position in the District.

2. Employees shall not be eligible for re-application for long term leave for five (5) years after returning

from such leave, except in cases of medical emergency, as determined by a bona fide medical authority.

An employee on Long Term Leave shall not receive salary, but the employee may at his/her option pay for the District insurance benefits if this is allowed by the insurance carrier.

Employees granted such leave shall not work in the field of education for compensation without the approval of the School Board. In the event that the applicant does work for compensation in the field of education without Board permission the applicant shall lose the right to return to his/her position with the District.

3. **Application:** An employee requesting Long Term Leave must submit a written application through the building principal to the Superintendent prior to April 1 of the school year prior to the year for which the leave is requested. The application shall specify: reasons for which the leave is requested, the college or university certified plan of study, and/or travel itinerary with educational objectives. Granting the leave is contingent upon the District being able to find a suitable qualified replacement.

4. **Return:** Employees on leave must notify the District in writing of their intent to return by March 1, or their right to return shall be lost and the District shall be without further obligation.

Section E. Association Leave

A pool of up to thirty (30) days Association leave shall be granted for-Association business, provided such leave is requested at least five (5) school days in advance and substitutes are available.

- A. Association Leave may be taken in half day increments, provided that is specifically stated at the time of the request, otherwise, all Association Leave will be considered full day.
- B. No more than one (1) employee from any school may use Association Leave at the same time, except for Association Executive Board Members.
- C. The Association will pay for actual substitute cost. If the Association exceeds the number of leave days allowed, any additional days used shall be reimbursed to the district at the actual per diem cost of the teacher, including benefits.

Section F. Military Leave

(RCW 38.40.060) Every employee who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserves of the United States or of any organized reserve or armed forces of the United States shall be granted military leave of absence from the District of the state or any county, city or other political subdivision for a period of up to twenty-one (21) days during each year beginning October 1st and ending the following September 30th. Such leave shall be granted in order that the employee may take part in active duty in such manner and at such time as he/she may be ordered to active training duty. Such military leave of absence shall be in addition to any vacation or Sick Leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. During the period of military leave the employee shall receive from the District his/her normal pay. Certain military leave may also qualify under sick leave use.

Section G. Public Office Leave

Upon the request of an employee, the District may grant leave without pay to such employee for campaigning for public office and to any employee who has been elected to public office. Upon return to the District, the employee shall be placed in the same or a similar assignment to that held prior to the leave.

2043 **Section H. Federal and State Law**

2044
2045 Leave provisions shall be a part of any comparable leave provided by Federal and/or State law and shall
2046 not be an addition.

2047
2048 **Section I. Unpaid Leave**

2049 Unpaid leave may affect salary placement, retirement, seniority, and other benefits.
2050
2051

2052
2053 **ARTICLE VIII. FISCAL**

2054
2055 **Section A. Compensation**

2056
2057 The District shall use the salary schedule in Appendix A of this document as the salary schedule for
2058 employees. All employees shall be placed on the salary schedule (Appendix A) according to their
2059 experience and education at the time of employment and shall be advanced one (1) year for each school
2060 year of local experience gained thereafter. They shall also be advanced for additional education credits
2061 gained in accordance with Board policy.
2062

2063 **Section B. Payment**

2064
2065 Warrants shall be issued on the last district business day of each month. Such warrants shall be
2066 electronically deposited to the employee's bank. With each warrant shall be a statement accounting for the
2067 details of the payment.
2068

2069 **Section C. Emergency School Closure and Delayed Opening**

2070
2071 In the event that it becomes necessary to close or delay opening school(s) because of inclement weather,
2072 volcanic disruption, or other emergency reasons, the District shall post notification on the District website
2073 and notify staff through email, social media, and the radio and television stations in the area as early as
2074 possible but typically prior to 6:30 AM.
2075

2076 A list will be provided annually.
2077

2078 This provision does not preclude the District from closing school(s) in the event an emergency developed
2079 later in the day, if further evaluation of developing hazardous conditions warrants closure. Employees will
2080 remain on duty until their students have been cleared from school properties.
2081

- 2082 1. **Delayed Opening:** In the event that the opening of school is delayed, employees shall report thirty
2083 (30) minutes before the students arrive and may leave immediately after students are dismissed.
2084
2085 2. **Compensation and Benefits:** On workdays when school is not in session because of conditions
2086 not within the control of the District due to acts of God, no employee shall suffer loss of pay and
2087 shall not have such absence from work charged against any leave provision unless otherwise
2088 required by law.
2089
2090 3. **Makeup School Days:** When the District is required by law to make up days missed due to
2091 emergency closure, scheduling of makeup days shall be scheduled by the District after receiving
2092 input from the Association. Employees shall not receive additional compensation for such make-
2093 up days.
2094

2095 **Section D. Transportation Reimbursement**

2096
2097 When acting on assigned duties such as travel between schools, attendance at workshops/conferences,
2098 required home visitation, etc., mileage/expenses shall be reimbursed at the current IRS rate and in

accordance with District established procedures. Except for unforeseen circumstances, travel outside the District in private vehicles to attend workshops/conferences must have prior approval of an administrator. When available, District owned vehicles may be used by employees for school related activities, pursuant to District policy. Mileage reimbursement must be reported within thirty (30) calendar days of when expenses were incurred.

Section E. Insurance

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability:

1. Employees are qualified if they work or will work a minimum of 630 hours during the year. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits. For purposes of benefits provided under SEBB, a school year shall mean September 1 through August 31. The effective date of coverage is the first day of the month following the day the employee begins work.
2. Open enrollment begins as per SEBB rules
3. Individuals must enroll on-line themselves or with forms provided by SEBB.

B. Benefits

1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. Employees may select optional benefits at their own expense.
2. Employees will select a carrier approved by SEBB and available in the county they live in or as per SEBB rules.

C. Premiums

1. The district shall pay their portion of the employee premium as established by SEBB.
2. Employees will be responsible for their portion of the premium.
3. Premium surcharges will be paid by the employee.

D. Benefit Termination/End:

Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (I.e. the end of the employees work year as it aligns with the student school year in June) the District will report the resignation as of August 31st and continue such benefits provided the employee states their resignation date August 31st.

E. Implementation Issues

The parties agree to meet and negotiate, to the satisfaction of both parties, any discrepancies or disagreements that develop as the SEBB program is implemented.

Should any contract language be found not to be allowed under State law and/or SEBB rules, State law and SEBB rules shall govern.

Section F. Work Year

The employee work year shall include a base contract of one-hundred-eighty (180) school days.

Section G. TRI Stipend

Employees shall be paid an additional stipend for Time, Responsibility, and Incentives as outlined below:

Time: Each full time certificated employee shall receive a supplemental contract for five (5) days paid at the employee's daily per diem rate. These days are District directed days for the purpose of professional development, training, and orientation.

- a. Two (2) days will be used for District/Building meetings and classroom/instructional preparation. One day will be district directed and the day immediately before the start of the school year will be teacher directed.
- b. Three (3) Professional Learning Days, provided they are state funded, will be used for staff professional development/training that may include TPEP, STEM, diversity/inclusion, web-based safety training, or other training as determined by the District. All state requirements for PLD days will be complied with. Approved leaves may be used for these days.
- c. Beginning in the 2021-22 school year there will be two (2) days available for employees to be used in 30-minute blocks during noncontracted time to work with students. One (1) additional day will be added in the 2022-23 school year for a total of three (3) days. This time will be paid via a time sheet and must be time sheeted by the end of June.

Responsibility: The value of the twenty-one (21) days formerly in this category has been imbedded into the base Salary Schedule (Appendix A). The professional responsibilities for basic education associated with these days are now part of the base teacher contract. These responsibilities may include time outside the regular workday and include but are not limited to;

- in-service training
- meetings related to TPEP evaluation (limited to 4, 30 minute meetings per year)
- individual planning
- preparation for instruction
- reports
- grading, student assessment
- conferences/student led conferences
- open house
- end of the year check out activities
- meetings with parents

The intent of the above language is that the work normally performed under this category in 2017-18 will continue to be the work normally performed going forward.

Any future compensation in this category must meet the OSPI rules associated with enrichment.

Incentive:

\$1,000 annual payment for staff selected professional development, college course work, National Boards, or other staff elected training. Any current funds being held will be cashed out in August of 2021

Section H. Work Day

The employee work day shall be seven hours (7) and forty-five (45) minutes. The work day shall include forty-five (45) minutes prior to and fifteen (15) minutes after the student class day, and a regularly scheduled duty free unpaid lunch period of no less than thirty (30) consecutive minutes. Staff will be allowed to leave on Fridays immediately after students are dismissed and buses have left.

Section I. Extra Hours (pre-approved)

Any work performed outside the work day that is pre-approved and that would not have qualified under Responsibility in 2017-18 will be paid at an employee's hourly per diem rate.

Section J. Summer School Pay

Summer school pay shall be at the employee's hourly per diem rate of pay.

Section K. Curriculum Rate of Pay

Curriculum pay shall be at the employee's hourly per diem rate of pay up to a maximum of .001% of the base salary in Appendix A per hour. Curriculum pay shall be for district approved summer training, curriculum meetings, work sessions, and School Improvement Days/Activities. Positions/work currently covered by District-provided stipends (e.g., Class Advisors; Superclubs; School Improvement Teams, Mentors, etc.) are excluded from this proposal.

Section L. Special Education Extra Duty Contract

Certificated special education staff will receive a supplemental contract at per diem rates in the amount of 2.5 hours for each IEP (or 4.0 hours for Life Skills IEP's) for which they are responsible and have completed by the student's annual review date and which satisfy the legal requirements, and have been performed outside the regular school day on the District approved format. Supplemental contracts will be adjusted and prorated equitably to reflect additions to and deletions from an employee's IEP roster throughout the year.

Section M. Senior Longevity Pay

In recognition of the work done by senior staff, including but not limited to, mentorship of new teachers, providing curriculum assistance, building leadership and professional expertise the following shall be paid:

- a. Certificated personnel employed by WSD shall receive 2.0% of their base pay on the first student day of their 5th year and each year after until their 10th year.
- b. Certificated personnel employed by WSD shall receive 2.5% of their base pay on the first student day of their 10th year and each year after until their 15th year.
- c. Certificated personnel employed by WSD shall receive 3.5% of their base pay on the first student day of their 15th year and each year after until their 20th year.
- d. Certificated personnel employed by WSD shall receive 4.0% of their base pay on the first student day of their 20th year and each year after until their 25th year.
- e. Certificated personnel employed by WSD shall receive 4.5% of their base pay on the first student day of their 25th year and each year after until their 30th year.
- f. Certificated personnel employed by WSD shall receive 5.0% of their base pay on the first student day of their 30th year and each year after until their employment with WSD ends.

Incentives are to be paid on a supplemental contract and are based on Wahluke School District experience.

Section N. Pre-Approved Training Compensation

If an employee attends a pre-approved training during non-school days, the employee will be compensated at \$300 per day for the scheduled itinerary. The scheduled itinerary must include at least three (3) hours of training or travel during a non-school day in order for employee to be compensated at the rate listed above.

Any other pre-approved work outside the normal school day will be compensated at the employee's hourly per diem rate.

Section O. Salary Placement

The Wahluke School District will continue to follow the 2017-18 S275 OSPI Manual for processing credits and clock hours for the purpose of placement on the salary schedule.

Section P. Paid Family Medical Leave (PFML) Payment

Beginning in the 2022-23 school year the District will pay the current rate of .4% for the PFML premium. (district and employee).

Section Q. Professional Learning Activities Stipend

Beginning in the 2021-22 school year - There will be a 3% salary schedule stipend funded by the Enrichment Levy for all employees to support Professional Learning Activities and Professional Growth. These can include but will not be limited to; work outside the school day serving students, parent conferences outside the school day, IEP meeting outside the school day, collaboration with peers outside the school day.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Definitions

The term "*grievant*" shall mean an employee or group of employees or the Association filing a grievance.

The term "*grievance*" shall mean a written claim on a copy of the form attached and made a part of this Agreement as Appendix C that a dispute or disagreement exists involving the interpretation or application of the terms of this Agreement or of a Board rule, policy, or practice, or that there exists a condition which jeopardizes employee health or safety.

Section B. Time

Failure of an employee to file or appeal within time limits shall deem the grievance void. Failure by the District to meet time limits shall permit appeal to the next level. Time limits may be extended only by mutual agreement of the parties.

Section C. Representation

At least one (1) AR shall be present for all grievance proceedings.

Association initiated grievances and grievances affecting more than one (1) building shall be filed at Step Two (2).

Only the Association may submit a grievance to arbitration, and only when the grievance involves the application or interpretation of this Agreement.

Section D. Individual Rights

Nothing contained herein shall be construed as limiting the right of any employee having a complaint or problem to discuss the matter with the administration and to have the problem adjusted, provided that when a grievance is filed the Superintendent shall notify the Association by providing a copy of the grievance. The Association shall be invited to attend and participate in all grievance hearings for the purpose of protection of its contract rights. Settlements of complaints, problems and/or grievances must not conflict with this Agreement.

Grievants may be represented at Steps 1, 2, and 3 of the grievance procedure by themselves, or at their option, by an AR selected by the Association. Any employee filing a grievance has the option to drop or appeal that grievance prior to arbitration.

Section E. Procedure

The Parties require any potential grievant to confer with the administrator who is alleged to be responsible for the decision, or who is alleged to have taken the action which is the cause of the potential grievance, prior to filing his/her formal grievance. The purpose of such conference is to provide an opportunity to work out a mutually satisfactory solution.

STEP 1. Principal

A formal grievance is initiated when a grievant fills out and delivers a copy of Appendix C to his/her principal, (or other administrator alleged to have made the decision or taken the action that was the basis for the grievance), along with a copy to the Superintendent. The grievance must be filed within ten (10) days after the grievant is aware of the basis for the grievance.

Within five (5) school days of receipt of the grievance, the principal shall meet with the grievant and the AR in an effort to resolve the grievance. The principal shall answer the grievance in writing within five (5) school days after the meeting and furnish a copy to the AR.

STEP 2. Superintendent

If the grievance is not resolved at Step 1, the grievant may:

- a) appeal to the Superintendent within five (5) days of receiving the Step 1 decision; or,
- b) if no decision was made at Step 1, appeal to the Superintendent within ten (10) days of the Step 1 filing.

Step 3. Board

If the grievant is not satisfied with the disposition of the Step Two (2) answer, or if no decision has been made within ten (10) days from time of filing for Step Two (2), the grievant may appeal to the Board by giving written notice to the Superintendent within five (5) days. The Board shall have until their next available meeting to provide a hearing. "Available Meeting" means the next regularly scheduled board meeting with enough lead time to assure a quorum at an executive session, give public notice, and arrange for all parties to be present. This does not preclude the Board from holding a special meeting if not regular meeting is scheduled within forty-five (45) days. Within five (5) days of the hearing the Board shall deliver a written answer, together with reasons, to the grievant and the AR.

STEP 4. BINDING ARBITRATION

- a. If the Association is not satisfied with the Board's decision or if no decision has been delivered within five (5) days of the Step 3 hearing, the grievance, only at the option of the Association, may be submitted to arbitration by giving the Superintendent written notice of intention to arbitrate within twenty (20) business days.
- b. The arbitration shall be governed by the voluntary arbitration rules of the American Arbitration Association or by the Federal Mediation and Conciliation Service (FMCS) unless the Parties otherwise agree in writing. The arbitrator shall be selected from the list by the Parties alternately striking names until only two (2) names remain. The arbitrator chosen will be based on availability. A coin flip determines who shall strike first.
- c. The Parties shall not be permitted to assert any grounds not previously disclosed to the other party. The decision of the Arbitrator shall be final and binding upon both Parties.

- 2378
- 2379 d. Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator
- 2380 shall be shared equally by the Parties.
- 2381
- 2382 e. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- 2383
- 2384 f. All grievance hearings shall be heard at a reasonable time and place and employees involved as
- 2385 witnesses or grievants shall attend without loss of salary or other benefits.
- 2386
- 2387 g. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may
- 2388 be processed through the grievance procedure until resolution.
- 2389
- 2390 h. Only claims that there has been a violation of this Agreement may be processed to arbitration.
- 2391

2392 **Section F. No Reprisals**

2393

2394 No reprisals of any kind shall be taken by the District against any employees because of their participation

2395 in any grievance.

2396

2397 **Section G. Cooperation**

2398

2399 The Parties shall cooperate in their investigation of any grievance.

2400

2401 **Section H. Modification**

2402

2403 Specific provisions of this grievance procedure (including time lines) may be modified only by the written

2404 mutual agreement of the Parties.

2405

2406 **Section I. Exclusions**

2407

2408 Excluded from the arbitration step of this grievance procedure shall be disputes involving the substantive

2409 portion of an employee's evaluation.

2410

2411 **Section J. Election of Remedies**

2412 In the event a grievant elects to pursue a statutory remedy, then such election shall bar the utilization of

2413 the grievance procedure.

2414

2415

ARTICLE X. DURATION

1. This Agreement shall be effective as of September 1, 2021 and continue in effect through August 31, 2023. Its terms and conditions shall continue in effect until a successor Agreement is negotiated or modified by the bargaining process. Salaries and insurance shall automatically be changed to reflect pass through. In year two (2) of this agreement, each Party will have one (1) opener. Upon agreement of both Parties, mutually agreed upon items may be bargained at any time during the duration of this Agreement. For the 2022-23 school year the Salary Schedule in Appendix A will be increased by IPD/Equivalent plus one (1) percent. Upon ratification, this Agreement shall become fully retroactive to September 1.
2. In the event of a double levy failure, the District and the Association agree to re-open the contract to bargain the financial impact of the loss of levy and local levy assistance funds.
3. This Agreement shall be opened for the purpose of negotiating a successor contract no later than May 15, 2023. The Association and the Board shall simultaneously exchange proposals at the first bargaining session, for any changes or for any successor.

FOR THE ASSOCIATION:

FOR THE BOARD:

President

Board Chair

Chief Negotiator

Superintendent

APPENDIX A. WAHLUKE SCHOOL DISTRICT CERTIFICATED EMPLOYEE SALARY SCHEDULE

In this and subsequent years employees will receive a 3% Professional Learning Activities Stipend

Years of Service	2021-22 Wahluke Certificated Salary Schedule								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	*BA+135	MA	MA+45	
0	\$51,415	\$52,804	\$54,243	\$55,685	\$60,312	\$63,292	\$61,643	\$66,270	\$69,253
1	\$52,108	\$53,515	\$54,972	\$56,478	\$61,153	\$64,117	\$62,328	\$67,003	\$69,966
2	\$52,767	\$54,188	\$55,661	\$57,283	\$61,944	\$64,939	\$63,018	\$67,679	\$70,675
3	\$53,446	\$54,881	\$56,370	\$58,043	\$62,696	\$65,763	\$63,672	\$68,321	\$71,390
4	\$54,113	\$55,611	\$57,108	\$58,839	\$63,520	\$66,609	\$64,357	\$69,038	\$72,129
5	\$54,801	\$56,307	\$57,819	\$59,646	\$64,309	\$67,460	\$65,054	\$69,719	\$72,870
6	\$55,509	\$56,981	\$58,545	\$60,463	\$65,104	\$68,272	\$65,768	\$70,409	\$73,576
7	\$56,752	\$58,247	\$59,831	\$61,853	\$66,563	\$69,819	\$67,106	\$71,814	\$75,071
8	\$58,572	\$60,148	\$61,770	\$63,960	\$68,733	\$72,108	\$69,210	\$73,985	\$77,359
9		\$62,117	\$63,819	\$66,088	\$70,973	\$74,463	\$71,337	\$76,225	\$79,715
10			\$65,893	\$68,327	\$73,276	\$76,883	\$73,578	\$78,528	\$82,133
11				\$70,630	\$75,687	\$79,366	\$75,881	\$80,940	\$84,617
12				\$72,860	\$78,163	\$81,952	\$78,275	\$83,414	\$87,204
13					\$80,700	\$84,601	\$80,753	\$85,951	\$89,852
14					\$83,248	\$87,350	\$83,304	\$88,667	\$92,602
15					\$85,414	\$89,622	\$85,470	\$90,971	\$95,010
16 or more					\$87,122	\$91,414	\$87,179	\$92,791	\$96,909

* The BA135 column will only exist until the current employee(s), as of September 1, 2018, in this column separate service from Wahluke School District. No new or existing employees may move or be placed in this column.

Years of	Wahluke 3% Professional Learning Activities Stipend								MA+90 OR
Service	BA	BA+15	BA+30	BA+45	BA+90	*BA+135	MA	MA+45	Ph.D.
0	1,542	1,584	1,627	1,671	1,809	1,899	1,849	1,988	2,078
1	1,563	1,605	1,649	1,694	1,835	1,924	1,870	2,010	2,099
2	1,583	1,626	1,670	1,718	1,858	1,948	1,891	2,030	2,120
3	1,603	1,646	1,691	1,741	1,881	1,973	1,910	2,050	2,142
4	1,623	1,668	1,713	1,765	1,906	1,998	1,931	2,071	2,164
5	1,644	1,689	1,735	1,789	1,929	2,024	1,952	2,092	2,186
6	1,665	1,709	1,756	1,814	1,953	2,048	1,973	2,112	2,207
7	1,703	1,747	1,795	1,856	1,997	2,095	2,013	2,154	2,252
8	1,757	1,804	1,853	1,919	2,062	2,163	2,076	2,220	2,321
9		1,864	1,915	1,983	2,129	2,234	2,140	2,287	2,391
10			1,977	2,050	2,198	2,306	2,207	2,356	2,464
11				2,119	2,271	2,381	2,276	2,428	2,538
12				2,186	2,345	2,459	2,348	2,502	2,616
13					2,421	2,538	2,423	2,579	2,696
14					2,497	2,620	2,499	2,660	2,778
15					2,562	2,689	2,564	2,729	2,850
16 or more					2,614	2,742	2,615	2,784	2,907

APPENDIX A-1. WAHLUKE SCHOOL DISTRICT TRI SCHEDULE

Supplemental Day Schedule for 2021-22 (Includes 5 days)

Years of Service	BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90 Ph.D.
0	1,428	1,467	1,507	1,547	1,675	1,758	1,712	1,841	1,924
1	1,447	1,487	1,527	1,569	1,699	1,781	1,731	1,861	1,943
2	1,466	1,505	1,546	1,591	1,721	1,804	1,750	1,880	1,963
3	1,485	1,524	1,566	1,612	1,742	1,827	1,769	1,898	1,983
4	1,503	1,545	1,586	1,634	1,764	1,850	1,788	1,918	2,004
5	1,522	1,564	1,606	1,657	1,786	1,874	1,807	1,937	2,024
6	1,542	1,583	1,626	1,680	1,808	1,896	1,827	1,956	2,044
7	1,576	1,618	1,662	1,718	1,849	1,939	1,864	1,995	2,085
8	1,627	1,671	1,716	1,777	1,909	2,003	1,923	2,055	2,149
9		1,725	1,773	1,836	1,971	2,068	1,982	2,117	2,214
10			1,830	1,898	2,035	2,136	2,044	2,181	2,281
11				1,962	2,102	2,205	2,108	2,248	2,350
12				2,024	2,171	2,276	2,174	2,317	2,422
13					2,242	2,350	2,243	2,388	2,496
14					2,312	2,426	2,314	2,463	2,572
15					2,373	2,490	2,374	2,527	2,639
16 or more					2,420	2,539	2,422	2,578	2,692

APPENDIX B

WAHLUKE SCHOOL DISTRICT EMPLOYEES CERTIFICATED EXTRA DUTY SALARY SCHEDULE

*Years of Service	1	2	3	4	5	6
School Music Program						
MS/HS Music	.085	.09	.095	.10	.105	.110
Intermediate Music	.056					
Elementary	.056					

*Maximum payment above will be limited to \$8,000

Extra Duty Salary schedule will apply for music teachers with the following percentages for periods taught:

1-3 periods per year	33%
4-7 periods per year	66%
8-10 periods per year	100%

Music teacher Extra Duty Salary Schedule percentages for music reflect the employee's contracted base pay.

Reorganization of classes included in each school (Elementary, Intermediate, Middle, Junior High and High School) shall not result in a decrease of stipend.

All Career and Technical Education (CTE) teachers will receive pay at their per diem for four (4) additional days to do the work of CTE teachers. CTE teachers with less than a full time vocational schedule shall be prorated as follows:

0%-25% of a full day	1 day
26%-50% of a full day	2 days
51%-75% of a full day	3 days
Above 76% of a full day	4 days

As new certificated extra duty positions are added to this Agreement that are not reflected in this schedule, the parties shall confer to determine the stipend.

Extra days for counselors – twelve (12) days for High School, eight (8) days for Middle School, four (4) days for elementary schools. These days will be before or after the school calendar and are to be scheduled with the building principals.

CTE Compensation

Classroom/lab/shop

CTE Teachers	will receive	for the purpose of and including, but not limited to
76% FTE & above	4 additional days	Advisory meetings, Additional reporting, Frameworks,
51 - 75% FTE	3 additional days	

26 - 50% FTE	2 additional days	Conferences outside of the school year, etc.
Up to 25% FTE	1 additional day	
Full time Construction & Foods	7 additional days (pro-rated to % FTE)	Equipment & supplies, maintenance, ordering, procurement, repair, storage
STEM (WJrH & WHS)	3 additional days (pro-rated to % FTE)	Equipment & supplies, maintenance, ordering, procurement, repair, storage

Career & Technical Student Organization

<u>CTSO Advisor</u>	<u>Stipend</u>	<u>Current extra days in addition to the 1-4 above</u>
FBLA Business related classes	8% "state base"	
FCCLA Culinary, Interior design Textiles, Home Economics, etc	8% "state base"	
FFA Jr. & Sr. High Agriculture	10% "state base"	30 days for Student Projects & Summer Activities
SkillsUSA Construction & Engineering	8% "state base"	
TSA Jr. & Sr. High STEM	8% "state base"	

Termination of Extra Duty Stipends: Any certificated employee who receives an extra duty stipend shall be notified by June 1 if that stipend is not to be offered in the next school year. Such notice shall give the reasons for the termination and allow for the employee to meet with the appropriate administrator, if desired, for further clarification. Termination of a supplemental contract is not grievable.

Extended Contracts:

All other extended contracts excluding stipends offered by the District for academic and related work shall be paid at per diem.

Note: Inclusion of a position/extra duty contract on Appendix B does not require the District to fill the position or fund the extra duty contract.

APPENDIX C.

WAHLUKE SCHOOL DISTRICT/WAHLUKE EDUCATION ASSOCIATION GRIEVANCE FORM

Name of Grievant _____

Assignment _____ Building _____

Person to whom Grievance is submitted _____

Specific contract article violated _____

Basis for the Grievance (State how the specific article was violated) _____

Date violation occurred _____ Date Grievant became Aware of violation _____

Remedy sought _____

Signature of Grievant

Date

Send the original signed grievance to the person with whom the grievance is filed. Send one (1) copy each to the Superintendent and Association President. Keep one (1) copy.

APPENDIX D.

**WAHLUKE SCHOOL DISTRICT
EVALUATION REPORT
Specialist Teacher**

Name:

School:

Teaching Assignment: Grade /Subject Matter

Type of Evaluation: ___ Annual ___ 90-Day ___ Other: _____

It is my judgment, based upon adopted criteria, that this teacher's overall performance has been
unsatisfactory satisfactory during this evaluation period. _____

Principal's Signature

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates and for the duration's indicated as follows:

Criteria (refer to list of adopted criteria) Strengths; Weaknesses; Suggestions for Improvement (Comments must be made in each category)

A. Professional Preparation and Scholarship

B. Knowledge of Subject Matter

C. Instructional Skill

D. Classroom Management/Staff Relationships

E. Handling of Student Discipline and Attendant Problems

F. Interest in Teaching Pupils

G. Effort Toward Improvement When Needed

Additional Comments

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

Date: _____ Teacher Signature: _____

Distribution of Copies: Personnel, School, Employee

APPENDIX E.

Wahluke School District Annual Evaluation Report, Specialist, Short Form

Name _____ Date _____
School/Location _____ Yrs of Experience _____
Position _____ Yrs in WSD _____

Purposes of evaluation in order of priority:

- to improve the professional performance of the employee.
- to let the employee know how he/she is getting along on a regular basis.
- to specifically inform the employee of ways in which he/she can improve.
- to identify specific training needs of an employee.

The summary conclusions set forth below are based on the recognized specific minimum evaluation criteria categories as provided by law.

This EVALUATION REPORT covers the period _____ to _____ and performance on all criteria (CHECK ONE):

☐ has been satisfactory

INSTRUCTIONS: If the employee has received significant exceptions that are below an acceptable level of performance in any of the criterion listed below during this report period, the evaluator is to specify below those identified areas. The employee may also be moved back to long form as per the RCW.

CHECK THE APPROPRIATE BOX IF SIGNIFICANT EXCEPTIONS ARE OBSERVED:

- | | |
|---|---|
| <input type="checkbox"/> Criterion 1: Instructional Skill | <input type="checkbox"/> Criterion 5: Knowledge of Subject Matter |
| <input type="checkbox"/> Criterion 2: Classroom Organization and Management | <input type="checkbox"/> Criterion 6: Interest in Teaching Students |
| <input type="checkbox"/> Criterion 3: Student Discipline and Attendant Problems | <input type="checkbox"/> Criterion 7: Effort Toward Improvement |
| <input type="checkbox"/> Criterion 4: Professional Preparation | <input type="checkbox"/> Criterion 8: General School Service |

If an exception(s) was marked above, explicitly specify the nature of the exception(s) and the recommendation(s) for improvement. The assistance being offered to help the employee must be noted:

Specify the special commendation, citing strengths, talents or special activities that should be included as part of the official record that would distinguish this educator's performance from that of other employees in his/her job classification; i.e. superior qualities. An individual may request that specific events, talents, and achievements that occurred during the report period be recognized in this space by his/her evaluator. (Attach separate sheet if more space is needed.)

This report, including attachments as noted, is based on observations made on:

Date(s) _____ Location(s) _____

Length of Observation(s) _____ attach observation report(s)

Signature of Evaluator _____ Date _____

I have read and discussed this evaluation with my evaluator. I do _____ do not _____ accept it as an accurate account of my services. An additional statement is _____ is not _____ attached or will be submitted to the Office of Human Resources within twenty (20) working days with a copy to the evaluator.

Signature of the Evaluatee: _____ Date _____

APPENDIX F.

EVALUATION OPTION FORM for Specialists

Directions: This form must be filled out, signed and distributed to each employee by that employee's evaluator no later than the first ten working days of the school year. It must be accompanied by a copy of the applicable evaluation criteria. The form must then be filled out by the employee and returned to that employee's evaluator no later than thirty (30) working days following its receipt by the employee.

Employee's Name: _____

Employee's Building and Grade Level: _____

This employee is eligible for the following (checked) evaluation options:

☐ / ☐ / Provisional

☐ / ☐ / Short Form

☐ / ☐ / Long Form

The preliminary schedule for observations for this employee is: _____

This employee's observer/evaluator will be: _____

This form was completed and delivered to this employee: (date) _____

Evaluator's signature: _____

I elect the following evaluation options:

☐ / ☐ / Short Form

☐ / ☐ / Long Form

This form was signed and delivered to this supervisor: (date) _____

Employee's signature: _____

APPENDIX G.

WAHLUKE SCHOOL DISTRICT SPECIALIST EMPLOYEE OBSERVATION REPORT

Employee_____ Observer_____

Subject(s) being taught: _____

Number of students present: _____ grade level: _____ ability: _____

Time of observation from: _____ to: _____ Duration: _____ minutes

The nature of the activities observed (e.g. discussion, lecture, testing, individual study, working on projects, use of materials, etc.)

Observation notes: _____

Signature of Observer_____ Date_____

Signature of Employee_____ Date_____

The employee's signature indicates only that the employee has seen and has received a copy of this report. Further, it acknowledges that the observation was held and discussion has taken place.

EMPLOYEE COMMENTS MAY BE ATTACHED:

APPENDIX H.

WAHLUKE SCHOOL DISTRICT NO. 73 APPLICATION FOR TUITION/REGISTRATION REIMBURSEMENT

Applicant _____ Date _____

I hereby apply for approval of the following course(s) and for reimbursement of the related tuition/registration fees:

Course Number	Quarter/ Title	Tuition/Registration Credits	Date of fee for requested course
------------------	-------------------	---------------------------------	-------------------------------------

Reason(s) for wanting to take the designated course(s): _____

I understand that I am obligated to continue employment with the District for the subsequent year, if offered a contract, and that I am obligated to satisfactorily complete the courses. If the course is not completed satisfactorily or if I opt to leave employment with the District prior to the designated time period, I hereby agree to repay all funds so advanced on my behalf.

/___/ I have read and understand the stipulations per the negotiated agreement and agree to abide thereby:

Signature: _____ Date _____

/___/ I hereby request special consideration for payment prior to completing the course. Advance reimbursement is necessary due to the unavailability of personal funds.

Signature: _____ Date Needed _____

*****FOR OFFICE USE*****

Courses approved _____ Amount approved _____

Prior amount approved _____ Advance payment approved _____

Superintendent's Signature _____ Date _____

APPENDIX I

WAHLUKE SCHOOL DISTRICT Certified Support Personnel Educational Staff Associate Evaluation Criteria

Staff Member:

Date:

Initial (90 day) ____

Annual ____

CSP or ESA Assignment:

It is my judgment, based upon adopted criteria, that this Certified Support Personnel or Educational Staff Associate's overall performance has been ☐ Satisfactory, ☐ Unsatisfactory during the evaluation period.

(Evaluator's Signature and Title)

EVALUATION CRITERIA:

S –Satisfactory; Indicates achievements meet or exceed minimum expectations for personnel.

UN – Unsatisfactory; Indicates achievements do not meet minimum expectations for personnel.

NA – Indicates No Opportunity to observe.

1) Knowledge and Scholarship in Special Field:

S UN NA

☐ ☐ ☐ Demonstrates a depth and breadth of knowledge of theory and content in the special field

☐ ☐ ☐ Demonstrates an understanding of and knowledge about common school education

☐ ☐ ☐ Demonstrates an understanding of the educational milieu grades K – 12

☐ ☐ ☐ Demonstrates the ability to integrate the area of specialty into the total school milieu.

Comments:

2) Specialized Skills:

S UN NA

☐ ☐ ☐ Demonstrates a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

Comments:

3) Management of Special and Technical Environment:

S UN NA

☐ ☐ ☐ Demonstrates an acceptable level of performance in managing and organizing the special materials and environment essential to the specialized programs.

Comments:

4) Professional Preparation and Scholarship

S UN NA

- ☐ ☐ ☐ Demonstrates commitment to education as a professional
- ☐ ☐ ☐ Exhibits evidence of having a theoretical background in implementing specialization in education
- ☐ ☐ ☐ Demonstrates awareness and implements local, state, and federal policies, rules and regulations.
- ☐ ☐ ☐ Manages and utilizes time effectively.

Comments:

5) Effort Toward Improvement When Needed:

S UN NA

- ☐ ☐ ☐ Is responsive to constructive criticisms.
- ☐ ☐ ☐ Demonstrates awareness of personal limitations and strengths.
- ☐ ☐ ☐ Demonstrates continued professional growth.

Comments:

6) Involvement in Assisting Students and Parents:

S UN NA

- ☐ ☐ ☐ Demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
- ☐ ☐ ☐ Demonstrates sensitivity toward all others during interpersonal engagements.

Comments:

7) Involvement in Assisting Staff

S UN NA

- ☐ ☐ ☐ Demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.
- ☐ ☐ ☐ Demonstrates sensitivity toward others during interpersonal engagements.

Comments:

_____ I agree with this evaluation.

_____ I disagree with this evaluation (Employee Statement Attached)

Staff Signature: _____ Date: _____

Evaluator: _____ Date: _____

Appendix J.

COLLABORATION/LATE START SUMMARY

Team/Group Name: _____

Date:

Group Members in Attendance	
1.	5.
2.	6.
3.	7.
4.	8.

Summary of Today's Discussion:
Today our Discussion Focused on (see reverse for additional descriptors for the focus areas below):
<input type="checkbox"/> What do we want students to learn? <input type="checkbox"/> How will we know if they have learned it? <input type="checkbox"/> What will we do to help students when they have not learned this material? <input type="checkbox"/> What will we do to extend the learning for those students who already have learned the material?
Next Steps/Things We Need?
Implementation Responsibilities:
Next Meeting Date/Location?
Next Meeting Agenda Items:

COLLABORATION WORK:

This is the ongoing process in which educators work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve. Collaborative teams work interdependently and in groups to create/review team norms, and to achieve goals for which members are mutually accountable, focusing on student learning and teacher practice.

COLLABORATION RELATED ACTIVITIES

<p>What do we want students to learn?</p> <ul style="list-style-type: none"> • Identifying essential learnings (power standards) • Curriculum alignment to standards • Aligning team goals to Schoolwide plan • Analyzing data to write SMART goals • Common syllabus development • Planning/reviewing pacing guide • Collaborative unit/lesson planning
<p>How will we know if they have learned it?</p> <ul style="list-style-type: none"> • Creating common assessment? (summative and formative) • Sharing data from common assessments • Collaboratively analyzing data • Collaborative analyzing actual student work • Reflection and monitoring of progress towards SMART goals • Collaboratively scoring of student work • Creating, revising rubrics and assessment scales
<p>What will we do to help students when they have not learned the material?</p> <ul style="list-style-type: none"> • Intervention analysis and planning • Sharing strategies related to common assessment results (what worked/did not work based on results) • Collaborative planning based on results of common assessments • Action research and inquiry learning (what have others tried; what are the results?) • Sharing best instructional practices • Book reads or other research
<p>What will we do to extend the learning for those students who already have learned the material?</p> <ul style="list-style-type: none"> • Collaboratively planning of extension activities and groupings • Action research (research what others have tried, plan it, try it, evaluate effectiveness) • Sharing best instructional practices • Plan instruction differentiation

