Collective Bargaining Agreement between the

Tenino Education Association

and the

Tenino School District

2019/2020 and 2020/2021 School Years
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PREAMBLE

The Tenino School District has a statutory obligation to bargain with the Tenino Education Association as the exclusive representative of those employees covered in this Agreement regarding wages, hours and terms and conditions of employment.

This Agreement is by and between the Tenino School District No. 402, hereinafter called the "Employer", and the Tenino Education Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Association, WEA and NEA as the exclusive bargaining representatives for all non-supervisory certificated employees under regular contract with the Employer, but excluding the superintendent, directors, business manager, principals, assistant and/or vice principals, office personnel and classified employees.

The term "employee" and "educational employee" shall mean those employees represented by the Association in the bargaining unit as defined above.

ARTICLE II – ASSOCIATION SECURITY

SECTION 1 – REPRESENTATIVE FEES

No member of the bargaining unit will be required to join the Association.

SECTION 2 – ASSOCIATION RELEASED TIME

Whenever Association representatives are mutually scheduled with the Employer's representatives to participate in negotiations or grievance hearings or other matters pertaining to the administration of this Agreement during working hours, said representative shall suffer no loss of pay and a substitute will be provided at the Employer's expense.

ARTICLE III – ASSOCIATION RIGHTS

SECTION 1 – USE OF FACILITIES

The Association shall have the privilege, upon request and approval of the building principal and/or superintendent, to use Employer's buildings, facilities and equipment at no charge.

The Association will have the use of the Employer's internal mail service and telephone excluding long distance phone calls, postage, stamps and postage metering devices. The Employer will provide a bulletin board in the faculty lounge for Association use.
Upon request, the Association may use expendable supplies of the District, such as paper and ink provided that the cost to the District for the supplies is fully reimbursed by the Association and that such use does not unduly deplete the District's inventory of such supplies.

**SECTION 2 - BUSINESS ACTIVITY**

Association business will normally be conducted outside the normal working day, however, Association representatives will be granted the privilege of discussing Association business with the involved employees, so long as such discussions do not interfere with student learning time.

Additionally, upon prior request, an Association representative will be given the opportunity to discuss the Association business at the conclusion of a scheduled staff meeting (if time permits).

The District will attempt to avoid scheduling meetings on the 4th Wednesday of each month to allow for Association meetings.

**SECTION 3 – PUBLIC DISCLOSURE INFORMATION**

The District will make available to the Association upon written request, all information or documents specified by the public disclosure regulations within forty-eight (48) hours of such request. If this time limit cannot be met, the District will notify the Association when the material will be available. The Association will pay to the District the normal costs of reproducing such documents.

The District shall notify the Association in writing of any public records requests made by any individual or organization for information on individual bargaining unit members, the unit in whole, or any portion thereof, along with notification the District’s intention regarding the fulfillment of the request. Notification will occur concurrently with the District response to the requesting party.

**SECTION 4 – LEVY AND BUILDING COMMITTEE**

The Employer shall consult with the Association on any new or modified levy program or construction program. The Association shall be given the opportunity to advise the Employer with respect to any of these above-mentioned matters prior to adoption or publication. The Employer shall not submit any proposal for operational levy or building bond issue without prior consultation with the Association.
As with other organizations, upon timely request the Association shall have the right to place on the agenda of regular board meetings, business items which it wishes to present to the Board. Regarding special Board meetings, the Association shall be given the opportunity to be recognized at such meetings.

SECTION 5 – ORIENTATION PROGRAMS

The Association shall be given not less than 45 minutes on the teacher day before school begins to present Association programs to all employees within the bargaining unit.

SECTION 6 – NEW EMPLOYEE

The Association shall be given the names of all new certificated employees by the Employer prior to the first day of employment.

ARTICLE IV – EMPLOYEE RIGHTS

SECTION 1 - NONDISCRIMINATION

Employees will be afforded all the protections of state and federal law regarding equal opportunity/non-discrimination rights.

SECTION 2 – LEGAL RIGHTS

The District and the Association agree that all employees are assured those rights guaranteed by the constitution and applicable federal and state laws.

The parties recognize that it is unlawful and unacceptable for any person to intimidate by threat of force or violence any employee who is in the peaceful discharge of his or her duties. It is also unacceptable for an individual to willfully disrupt the educational process on school premises or at school activities or meetings. If, in the course of carrying out his or her official duties, an employee reasonably believes that a person has so violated the law, the employee will request assistance from an administrator who will then intervene in an effort to initiate steps to facilitate a resolution to the perceived illegal actions in question.

SECTION 3 – ASSOCIATION MEMBERSHIP

The Employer shall not interfere with, restrain, coerce, or prevent any employee from exercising his/her legal right to organize, join and participate in the Association, providing such participation does not interfere with the educational process of the District or other terms of this Agreement. Furthermore, the Employer agrees that it will not discriminate against any employee because of membership in the Association.
SECTION 4 – JUST CAUSE

The right of the District to discipline, reprimand, discharge, or reduce in rank or compensation for its employees is recognized. Any such action shall be for just cause. An employee shall have the right to have a representative of his/her own choosing present in any situation which may adversely affect his/her employment status. The District acknowledges the District concern related to an employee's conduct should be made known to the employee as soon as reasonably possible. The District will notify the Association President if the District places an employee on leave.

If an investigation does not warrant discipline; the documentation should be destroyed (see RCW 41.06.450 Destruction or retention of information relating to employee misconduct.) The District shall provide the employee a letter confirming such action.

SECTION 5 – ACADEMIC FREEDOM

No electronic device shall be installed or brought in on a temporary or permanent basis in any classroom or instructional area that would permit a person to be able to listen to, monitor, or record the procedures of activities therein without the knowledge of the certificated employee who oversees that classroom or instructional area.

No student grade or evaluation shall be changed without the opportunity of the employee to provide input.

The Board recognizes the educational profession's right and responsibility to insist that children must be free to learn and teachers free to teach. Employees shall accept the responsibility of a commitment to the democratic tradition, the pursuit of truth, and a concern for the welfare, growth and development of students. Thus, no special limitations shall be placed upon study, investigation and interpretation of facts and ideas, except that:

A. The teacher must be acting within the scope of his/her certified area in accord with accepted and/or adopted courses of study.

B. When an employee believes that he/she may be entering into a controversial area of instruction, he/she will first meet and discuss the area with his/her building principal prior to presentation. If the principal believes the area to be controversial, he/she may request an outline of the areas to be covered and the resources to be used in the instruction. The building principal shall have the right to deny the teacher from entering into any such "controversial area." The principal's decision can be appealed pursuant to District procedure 4220P.

C. The teacher must exercise responsibility and prudence and must realize that teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special
circumstances that surround the teacher/learner relationship.

While the teacher must feel free to teach and live according to his/her conscience, so must those he/she serves. Proselytism has no place in a public school. Opinion or theory must be stated as such for what it is.

SECTION 6 – PERSONNEL FILES (In All Forms per RCW and WAC)

A. A personnel file shall be kept for each employee in the district and shall contain such material as described in this article. The confidentiality of employee personnel files shall be preserved as required by statute.

B. Employees shall have the right to inspect their files at a time arranged by prior appointment. Unless waived in writing by the employee, such inspection shall be in the presence of the employee and any person requested by the employee as well as a District representative. If a public information request to view and/or copy any material from an employee’s personnel file is made, the employee shall be notified within one business day (24) hours and the employee will be provided a copy of any material that is copied.

At the beginning of each school year, the employee should review his/her personnel file and sign the inventory sheet contained therein. Employees shall be notified and receive a copy of any item placed in their personnel file after said annual review. Employees shall have the right to attach their comments to anything contained in the file. One copy of any item contained in the file will be provided upon request with the cost to the District.

C. Written reprimands pertaining to employee conduct or work performance which is remedial in nature shall be removed from the personnel file at the conclusion of two (2) academic years to which the reports relate if there have been no further incidents of the same nature, at the request of the employee. In accordance with SB 5533, no information related to substantiated verbal or physical or sexual misconduct may be removed from any employee file. In accordance with SB 5533, information related to alleged verbal or physical abuse or sexual misconduct that has not been substantiated, may be expunged.

Evaluations shall not be deemed to be included within the definition of the term “reprimand” as utilized herein and, therefore, shall not be subject to removal from the files under the terms of this provision. No specific use of the word “reprimand” nor actual text of a reprimand shall be included in an evaluation.

Any material removed from the personnel file as described herein shall, at the discretion of the district and upon written notice to the employee, be placed in a separate file maintained by the district’s general counsel, the employee and his/her
authorized representative.

No material in the sealed file referenced above shall be deemed admissible in any subsequent disciplinary action following removal from the personnel file unless said material specifically applies to the employee’s behavior given rise to the subsequent disciplinary action.

D. The confidentiality of employee personnel files shall be preserved as required by statute. Employees shall have the right to inspect their files at a time arranged by prior appointment. Unless waived in writing by the employee, such inspection shall be in the presence of the employee and any person requested by the employee as well as a District representative. If a public information request to view and/or copy any material from an employee’s personnel file is made, the employee shall be notified within one business day (24 hours) and the employee will be provided a copy of any material that is copied.

Employees shall be notified of and receive a copy of any item placed in their personnel file. Employees shall have the right to attach their comments to anything contained in the file. One copy of any item contained in the file will be provided upon request with the cost to the District.

If there has been no non-renewal or termination action resulting there from, evaluation reports and disciplinary notices shall be removed from the personnel files upon the request of the employee. Such a request for removal of evaluation reports may be made at any time after the conclusion of three academic years to which the reports relate.

Requests for the removal of disciplinary notices may be made at any time after the conclusion of two academic years to which the reports relate.

A building level working file is a file kept by a principal for his/her use in handling day-to-day documentation that the principal feels is not then timely for placement in the District personnel file. Such a work file is not a secret file and it is subject to the same safeguards as the District personnel file regarding access by employees and employee knowledge of items being placed in the working file. Documents held in a working file shall be removed after one (1) calendar year or be forwarded to the personnel file.

Documents generated during an investigation on a charge of misconduct will not appear in the employee’s file until the process is finished and only if the charge is founded.

Upon retirement the T.E.A. member may request a copy of their personnel file.
SECTION 7 – INSURANCE COVERAGE

The Employer, in accordance with RCW 28A.58.425, provides liability insurance for those employees covered by this Agreement and agrees to maintain the present level of coverage for the duration of this Agreement. Employees should contact their immediate supervisor for procedures.

SECTION 8 – SAFE WORKING CONDITIONS

To assure that a working environment free from hazard shall always exist, the District and the employee shall cooperate to ensure that all the occupational safety requirements of the federal and state statutes are met, including OSHA and DLI requirements.

SECTION 9 – ACCESS TO DOCUMENTS

The District will make available online or in each of the school libraries at least one copy of:

1. District Policy Handbook
2. COMMON SCHOOL MANUAL
3. District Crisis Policy (Separate from #1)
4. Sexual Harassment Policy (Separate from #1)

ARTICLE V - INSTRUCTION

SECTION 1 – TEACHER/STUDENT RATIO

The District shall seek to maintain, to the best of its financial and physical capabilities, a teacher/student ratio which affords the best learning environment for the students of the District.

A. General Education

Elementary class size would be:

K-1 = 23
2-3 = 24
4-5 = 25

Any teacher with a class count of more than this number will receive $250.00 per month each month the number exceeds this class count. (Not $250.00 per student). The stipend will be calculated on the count day each month. If the count is over the established amount on this day, the teacher will get the stipend for that month. The class size will only be calculated once a month.
Secondary Class size/caseload

Teachers in grades 6-12, not including music and physical education, may access the terms of this contract should their total caseload exceed 155 students, exclusive of zero-hour periods or teachers contracted for a super FTE.

To review a teacher’s request for support the following will occur:

1. The teacher will notify their direct supervisor in writing (or email) wishing to seek support for their class size/caseload overage. The teacher should state the reason(s) for their request.

2. A meeting will occur with the teacher’s supervisor, the Director of Student Services, the teacher and their Association representative. The problem and possible solutions will be documented, and any recommended solution(s) are to be forwarded to the Superintendent for approval.

   a. Solutions may include:

      i. Additional Para educator support
      ii. Release Time
      iii. Additional Compensation

3. The Superintendent will approve or deny the recommendation with 5 working days of receipt.

B. Special Education

Special education teachers with multiple students having significant behavioral issues that require a Behavior Support Plan may access the terms of this contract. Concerns regarding class size may be referred by the classroom teacher as described below:

1. To review a special education teacher’s request for support the following will occur:

   The teacher will notify their direct supervisor in writing (or email) wishing to seek support for their behavioral, class size/caseload concerns. The teacher should state the reason(s) for their request.

2. A meeting will occur with the teacher’s supervisor, the Director of Student Services, the teacher and their Association representative. The problem and possible solutions will be documented, and any recommended solution(s) are to be forwarded to the Superintendent for approval.

   A. Solutions may include:

      I. Additional Para educator support
      II. Release Time
      III. Additional Compensation

3. The Superintendent will approve or deny the recommendation with 5 working days of receipt.
A split grade in an elementary school which is taught by one teacher for all or most of the
time usually consists of students from two sequential grades within one classroom for example Grade ½, Grade 4/5, or some other combination. While the district recognizes that students can benefit from the range and diversity possible in a split class and that through quality teaching it is possible for students to thrive in this environment, the district does not support split classes as the norm. However, due to enrollment and financial issues, there are times when split classrooms are the logical solution. If a split class is deemed necessary by the administration, the district is committed to providing the strongest learning environment possible. A Split Class will have no more than 20 students, divided equitably between the two grades, not to exceed more than a 40/60 percent split. For every student over 20, the classroom teacher will be provided with 1 hour of assistance from a para-educator for every student over the count of 20. If the classroom count drops below 20, the assistance may be reassigned to other duties.

SECTION 2 – WORK STATION VISITATION

To provide patrons of the District the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth:

A. All visitors to a school and/or classroom work station shall obtain the approval of the principal, and if the visit is to a classroom, the time shall be arranged after the principal has conferred with the teacher.

B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation. The visitation shall coincide with the beginning and ending of the regular class period or as otherwise scheduled by the teacher.

SECTION 3 - INSERVICE

The District will provide in-service training to its employees as far as practicable. In the implementation of new curriculum, the Employer shall develop and implement in-service training programs for any employee(s) who will be responsible for the new curricular program(s).

SECTION 4 – STUDENT DISCIPLINE

All employees shall assume the responsibility for maintaining an atmosphere that will serve to prevent inappropriate behavior in the instructional setting. To enable all certificated employees to maintain order and student safety, the school district shall support and assist all certificated employees in maintaining control of students. To support employees in maintaining discipline, the District will inform employees of any student with known
documented behavior, discipline, and/or legal problems prior to the first day of attendance.

A. Notification Right Certain Offenses

Employees have the right to be notified by the principal whenever said principal has been
officially notified that a student has been convicted in adult criminal court or adjudicated or
entered into a diversion agreement with the juvenile court on any of the following offenses
as defined by law:

1. A violent offense (as defined in RCW 9.94A.030);
2. A sexual offense (RCW 9.94A.030);
3. Inhaling toxic fumes (RCW 9.47A);
4. A controlled substance violation (RCW 69.50);
5. A liquor violation (RCW 66.44.270);
6. Assault—physical harm (RCW 9A.36);
7. Kidnapping, unlawful imprisonment, and custodial interference (RCW 9A.40);
8. Harassment (RCW 9A.46);

B. Disruption of Class or Activity

Staff will be sensitive to the fact that other districts and/or agencies do not always forward
all pertinent files on a student in a timely fashion. This may result in problems surfacing and
being identified before the paper trail is available to be shared.

Students, who at the judgment of the employee cause exceptional misconduct (as described
in the student handbook), shall be removed from the class/activity. A student shall not be
returned to the referring employee until the principal or designee has conferred with the
employee and all parties involved have come to reasonable arrangements. If a student has
been removed for significant disruption from the class/activity, the employee shall submit
proper documentation of the disruption, including parent contact.

All students who are attending "school functions" during or outside of school hours must be
supervised. Each on-duty certificated employee is responsible for correcting any student(s)
not properly supervised and/or reporting the situation to an appropriate supervisor.

All certificated employees shall be familiar with, and abide by, the school district's
statement of students' rights and responsibilities. Administration and certified staff must
together in good faith create and maintain a discipline matrix with clearly defined
expectations and consequences. This matrix will include both students and staff
expectations for the insurance of following due process for students and maintaining
progressive discipline as required by RCW 26A.600.010. This matrix will be reviewed
annually by administration and staff for the purpose of updating building standards and
uniform enforcement of those standards, as required by RCW 28A.400.110 and be
The principal and employees in each school building shall confer at least annually for the purpose of developing, or reviewing, or both, building discipline standards and the uniform enforcement of those standards, as required by RCW 28A. 400.110.

**SECTION 5 – PEER OBSERVATION**

The District will seek to facilitate reasonable peer observation and mentoring.

**SECTION 6 – JOB SHARING**

For the purpose of this Agreement, job sharing shall mean the occupation of a single staff person position by two (2) individuals with each assignment being half-time. In order for a shared position to be approved, the two (2) individuals must complete an application on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by a building principal or superintendent. The following guidelines apply:

A. In order to implement job sharing, those who are now full-time employees must request a leave of absence for that position or for that portion of the year needed to accommodate the job share.

B. If a shared position is terminated, each employee shall be placed in the position last held or, if qualified, a similar position in the District.

C. The District will not be required to reschedule large numbers of students to accommodate a job share.

D. In case of absence, teacher partners having joint responsibility for the same students will attempt to substitute for each other, when necessary. Such substitution will be paid at the current substitute rate of pay.

E. Job share applicants will submit a plan of curriculum implementation to the District at the time the application for job share is submitted.

F. Teacher partners will engage in joint planning whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.

G. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.

H. No teacher in the District shall be involuntarily transferred in order to create a
Job sharing participants, if they are half-time FTE's, will be able to access part time insurance benefits as per the contract. If either of the participants does not want to access the insurance benefits, the benefits that are not used will go into the insurance pool.

Job sharing assignments shall terminate at the end of each school year. Teacher partners may reapply each year. (See Appendix E for application form.)

ARTICLE VI – EMPLOYEE RESPONSIBILITIES

SECTION 1 - WORKDAY

The total length of the employee’s instructional workday shall not exceed seven and one-half (7 1/2) hours, which shall include all preparation time, actual class time, lunch period time, and arrival and departure time as hereinafter provided. Employees shall arrive thirty (30) minutes prior to the start of the regular student day and depart thirty (30) minutes after the end of the regular student day unless authorized differently. Each employee shall receive a thirty (30) minute continuous and uninterrupted lunch period per instructional day between 11:00 a.m. and 1:15 p.m.

Situation Resulting in Keeping Students at School - In the event that weather or some other disaster results in students and staff being held at school without the ability to leave, every attempt will be made to ensure the safety of the children and staff. A sufficient number of staff may be required on site to ensure the safety of students in the building. Where the staff is required to remain on site after the workday to supervise students in an emergency, they will be paid at the district directed activity rate of pay ($37.00 per hour).

Inclement weather/emergency school closure

1. Staff will not lose pay or benefits
2. In the case of a late start due to inclement weather or district disaster (i.e. power outage, etc.) the employee will arrive 30 minutes prior to the arrival of students. Administration may waive this requirement on a case-by-case basis. The employee may appeal this decision to the superintendent.
3. In the event of a closure of schools due to an emergency staff will be released as soon as all students have been released. Staff needing to leave due to family or emergency situations will inform the building principal and that administrator will determine the order in which staff may leave. The student to teacher ratio will never be less than 1 to 25.

To ensure understanding of emergency procedures, each building will discuss emergency procedures early in each school year. If a staff person anticipates a problem
staying at school during an emergency, he/she must discuss this with the building administrator within two days of the building meeting. The meeting itself is not the time-or place to discuss individual circumstances.

SECTION 2 - PREPARATION TIME

The District shall seek to maintain, to the best of its financial and physical capabilities, employee preparation time, as it currently exists in the Tenino High School. K-5 employees shall be guaranteed not less than 250 minutes of planning time per week. Employees in grades 6 through 8 shall be guaranteed not less than 200 minutes of planning time per week.

It is the intent of the parties that an employee's preparation time is not unduly interrupted in order to cover a class for another employee. Therefore, it is agreed that when an employee is approved by the District to cover another employee's class and the employee loses his/her preparation period as a result that compensation for the lost preparation period will be made. The compensation will be at a rate of $37.00 per hour. The employee shall submit a timecard to his or her supervisor recording said time. Payment will be made in the next pay period.

Staff must be aware that short-term absence(s) covered by other teachers for various personal reasons (i.e. medical appointments) will also be tracked. When those minutes add up to one half day (1/2 day), the individual will be asked to sign a blue card allowing a deduction of one half (1/2) day of sick leave.

SECTION 3 – FACULTY MEETINGS

Such meeting shall not extend beyond the regular workday of the employees, except for special presentations, workshops, or emergencies.

The building principal may hold one regular staff meeting per week outside the teacher workday. The meeting shall not be held more than thirty (30) minutes before or last more than thirty (30) after the teacher workday. During the weeks when such a meeting is held teachers shall be allowed to leave work at the end of the student day on Friday.

District Student Service administration shall meet with special education staff to develop a yearly plan for testing, IEP writing, special education department meetings and professional development. Flexible contract hours will not be used for special education teacher department meetings. For department meetings beyond the contract day teachers will be compensated at in accordance with Section 9, District Directed Activities unless the department meeting supplants the faculty meeting parameter in Section 3 of this contract. Plan development will occur prior to October 1 of each school year.
SECTION 4 – STUDENT TEACHERS

In those instances where the Employer shall decide to sponsor a student teacher program in the District, the following shall apply:

A. Every employee shall have the option to accept or reject a student teacher.

B. Every employee who accepts a student teacher shall be given no less than a twenty (20) day notice unless otherwise determined by an existing emergency.

SECTION 5 – SUBSTITUTE TEACHERS

It is understood that the District has the right by law to require employees, in unexpected emergency situations, to perform reasonable duties, on a temporary basis, which go beyond the duties described in the employee’s individual employment contract. However, upon timely notification by an employee of his/her intent to use a leave authorized by this Agreement for a period of one-half day or more, the District shall make every reasonable effort to find a substitute to cover the classes of the employee who is on leave.

SECTION 6 – INDIVIDUAL EMPLOYEE CONTRACTS

A. The Employer shall issue to each employee a contract, with assignments indicated therein, in conformity with Washington State law, State Board of Education regulations and this Agreement.

Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement between the Employer and the Association. If any individual employee contract contains any language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.

B. Copies of individual contracts - Three (3) copies of the individual employee contract shall be given to the employee each year for signature. One (1) copy shall be retained by the individual employee at the time of signing the contract. Two (2) copies shall be forwarded to the Employer to be signed by the duly authorized representative of the Employer of which one (1) copy shall be placed in the individual employee’s personnel file, and one (1) copy on file with the ESD.

C. The total length of the regular employees’ individual contract shall be one-hundred-eighty (180) days. The per diem rate of pay shall be calculated based on the LEAP 1S Salary Schedule (Appendix C), which includes 180 days.

SECTION 7 – MENTOR TEACHER PROGRAM

New teachers to the District or teachers with new assignments in the district will be eligible
to participate in the Mentor Teacher Program. Compensation will be on the Co-Curricular Schedule. Release time for participating employees shall be covered by substitutes, the cost of which to be paid by the District, with administrative approval.

No participating employee will be subject to any additional evaluation procedure not outlined in the current Collective Bargaining Agreement. A Mentor Teacher will not participate in, or contribute to, the performance evaluation of a beginning teacher.

Selection criteria shall be based on the following minimum standards:

A. The Mentor shall be employed full time by the District.

B. The Mentor shall have been employed primarily as a classroom teacher for one (1) school year within the District and two (2) additional school years within any public or private school in any grade, K-I2.

C. The Mentor shall hold a valid continuing teaching certificate issued pursuant to WAC 180-79 or be eligible for such certificate pursuant to WAC 180-79-045.

D. Previous three (3) years of satisfactory teaching evaluations.

E. Teaching experience in the same building as the mentee teacher will be given consideration for selection. If there is not a qualified mentor at the same grade level, consideration will be given to applicants at a similar grade level and/or in a different building.

F. The mentor should:

1. Demonstrate effective teaching skills.

2. Have a good understanding and perspective of District building policies, procedures and programs.

3. Possess a high level of professional development/commitment.

4. Demonstrate good communication and interpersonal skills with students and staff

5. Demonstrate enthusiasm and a high level of professional creativity.

6. Be highly regarded by students, staff and community.

If two (2) or more applicants are considered equal in qualification and criteria standards, then selection shall be made by seniority.
SECTION 8 – Special Education Release Time

Each Special Education teacher is eligible to receive 30 minutes release time one time per year per student on his or her IEP case management list to prepare for and/or conduct Annual Review or IEP meetings. Special Education teachers are eligible for Tri Time for the before mentioned meetings up to but not exceeding 60 minutes per Annual Review. This time would be applicable to invited certificated employees.

SECTION 9 – ITINERANT TEACHERS

1. Itinerant staff will be given plan time and duty-free lunch time as required by the collective bargaining agreement. Itinerant teachers shall meet with their evaluators no later than the end of the first full week of each school year to ensure that their planning time, travel time, and duty-free lunches are accounted for.

2. All itinerants who work at multiple schools will be paid a yearly mileage stipend of $250.

SECTION 10: Professional Responsibilities

Employees shall have responsibilities beyond those performed during the basic education work year and workday. Examples of professional responsibilities are included below.

1. Preparing for school opening and closing
2. Work connected with the conclusion of the school year
3. Conferencing with parents beyond conference weeks, including IEP meetings
4. Supporting student activities
5. Providing individual help to students
6. Evaluating student work
7. Workshops, classes, and in-service work
8. Researching educational materials and supplies
9. Improving and maintaining professional skills
10. Preparation and revision of materials
11. Planning with other staff in areas of instruction, assessment and curriculum
12. Use of computers and other technology as related the teachers’ content area
13. High School Staff shall attend graduation
14. Mandatory participation in open house activities (This is flex time and employees may leave early the day before Thanksgiving)
15. Community Engagement Activities: Participate in and/or supervise at least six (6) additional school-based events such as music programs, PTSA Evening Events, curriculum nights, student success nights, sporting events, dances, etc. Additional activities may qualify with approval of the employee’s supervisor.
16. Grades should be updated, online and accessible to families weekly.
ARTICLE VII - LEAVES

SECTION 1—ILLNESS, INJURY AND PERSONAL LEAVE

A. Entitlement - At the beginning of each school year, full-time contracted employees of the District shall be credited with twelve (12) days leave to be used when, because of illness, injury or extraordinary circumstances, an employee is unable to perform his/her assigned duties. Such leave not taken shall accumulate from year to year. Compensation for such leave shall be the same as the employee would have received had the employee not taken the leave.

This leave also applies to persons under employment contract with the school district as part-time employees; however, such employees shall receive that portion of twelve (12) days as the total number of days contracted bears to 180 days.

B. Illness & Injury Utilization - Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury, shall notify their immediate supervisor. For planned surgeries or anticipated disablements which will necessitate illness or injury leave, the affected employee shall make reasonable effort to notify his/her immediate supervisor a reasonable time before the leave of the anticipated dates during which leave will be requested. Illness and injury leave may be used for medical and dental appointments, provided the employee schedules his/her appointments at a time when it least affects his or her teaching schedule.

Employees, upon finding it necessary to be absent from their assigned duties by reason of illness or injury, shall arrange for substitute coverage, using their buildings standard protocol, at the earliest possible moment.

In cases of absence for reason of illness or injury for a continuing period of more than five (5) working days, at discretion of the superintendent the reason for the absence must be certified to by an attending physician.

C. Personal Leave

Employees shall be provided three (3) Personal Leave days, not included with state provided sick leave. A maximum of one (1) day may be carried over to the next year. The maximum number of personal days that can be used in one year to year is four (4). Employees may sell back a maximum of two (2) unused days to the district for $200 per day. Personal leave is limited to a maximum of three (3) certificated employees at any single time in a school building unless previously approved by supervising administrator.
Personal Leave days shall not be used on any of the following days:

- The first week of school.
- The last week of school.
- The contract days immediately preceding or a following Winter Break, Spring Break, or any Federal holiday.

An allowable exception would be for extraordinary circumstances involving personal property or personal safety. Such exceptions must be approved by the Superintendent or building principal. Use of this leave shall be available at the beginning of each school year. The employee is to make every effort in a timely fashion to ensure a sub is arranged. Responsibility for getting the sub is the employees. Written notice of intent to use these days of leave should be made prior to the leave if possible.

Up to two additional days of personal leave may be granted by the Superintendent for immediate family emergencies. The employee must agree to pay for the substitute cost for these two additional days. Immediate family in relation to Personal Leave shall include spouse, domestic partner, parents, parents-in-law, children of any age, and grandparents.

Upon request, the Superintendent has the option of waiving the conditions of this section due to extraordinary circumstances.

D. Consistent with Chapter 275 of the Laws of 1983, and to the extent authorized by said law, employees may cash in unused sick leave days above an accumulation of 60 days at a ratio of one day's monetary compensation for four accumulated sick leave days. In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four full days of accrued sick leave in excess of sixty days. Sick leave for which compensation has been received shall be deducted from accumulated sick leave at the rate of four days for every one day's monetary compensation. No employee may receive compensation for sick leave accumulated in excess of one day per month, a maximum of twelve (12) days per year, and/or one-hundred and eighty (180) days. At the time of separation from the school district due to retirement or death, an eligible employee or the employee's estate shall receive compensation at a rate equal to one day's current monetary compensation of the employee for each four (4) days accrued sick leave for illness or injury. Provisions of this leave shall be administered in accordance with the rules and regulations adopted now or as hereafter amended. For the purposes of this section, retirement shall be defined as when an employee is eligible to receive benefits.
under Washington State Teachers' Retirement System.

E. Washington State Paid Family and Medical Leave (PFML)
Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with an employee’s accrued paid leave. Commencing January 1, 2019, the District shall fully comply with the PFML legislation.

SECTION 2 – NATIONAL BOARD CERTIFICATION

The Tenino School District will grant two (2) release days for the Assessment Center Testing and/or Portfolio preparation for NBPTS candidates. Portfolio preparation would occur on District premises.

SECTION 3 – LONGEVITY LEAVE

An absence under this section is understood to mean an absence from work requested by an employee and approved by the Superintendent covering an agreed-upon time period. Longevity leave is limited to a maximum of two (2) certificated employees at any single time in the District unless previously approved by the Superintendent.

1. An employee must have been employed by the Tenino School district for ten (10) years from hire date to access this leave.

2. In order to access Longevity Leave an employee must have a minimum of twenty-two (165 hours) sick days accrued.

3. Longevity Leave may not be utilized during the first or last ten days of the school year.

4. This leave may be accessed in conjunction with other kinds of applicable leave.

5. This leave may be accessed only once during a school year.

If this leave is accessed, the employee will pay the substitute for the granted days or take the leave out of sick leave, or a combination of both.

This leave would include, but not be limited to, graduation of a child or spouse, presenting at a conference, speaking upon request for other organizations such as another school district, being present when a child or spouse receives an honor or recognition.

Upon request, the Superintendent has the option of waiving the conditions of this section due to extraordinary circumstances.
SECTION 4 – BEREAVEMENT LEAVE

Up to five (5) days per year shall be available, upon request and the superintendent's approval, to each employee to be used in the event of the death of any family member.

The superintendent may grant up to five (5) days of this leave for the death of persons other than those listed as immediate family.

This leave shall not be accumulative nor deducted from the employee's total accumulated sick leave. These days shall be granted without loss of salary.

Total days of this leave shall total not more than five (5) days per year unless circumstances necessitate additional provision of leave. Such additional leave shall be at the discretion of the Superintendent. No such request shall be unreasonably denied.

SECTION 5 – MILITARY LEAVE

Employees will be granted military leaves of absence during the time they are involuntarily required to serve in the armed services of the United States consistent with federal and state laws. Upon return to employment with the District, the employee shall be placed in the position or similar position to that held prior to the granting of such leave.

The period of time spent on military leave shall be applied toward the granting of salary increments and the employee's salary placement upon return to employment, shall be adjusted accordingly; however, such increments will be granted for up to a maximum of two (2) years.

Military leaves shall not include meetings at weekly or monthly drills. The employee will make every effort and may be required to show proof that every effort was made, to make such obligation fall within the months of June, July and August.

SECTION 6 – JURY DUTY LEAVE

An employee summoned to jury duty will be allowed personal time off with pay to fulfill his/her civic responsibility.

SECTION 7 – GENERAL LEAVE WITHOUT PAY

A leave of absence under this section is understood to mean an absence from work without
pay requested by an employee and consented to by the District Board of Directors or its
designees, covering an agreed-upon period of time.

All requests for a leave of absence must be made in writing to the superintendent.

Employees who fail to return to work upon expiration of a leave of absence without prior
notice and reasonable excuse to the District shall be considered as having breached their
contract.

Upon return to employment with the Employer, the employee shall be placed in the
position last held or, if qualified, a similar position in the District based on seniority. Credit
for advancement on the salary schedule for the period spent on leave shall be determined
by the Board prior to approving the leave.

**SECTION 8 – ASSOCIATION LEAVE**

Up to a total of fifteen (15) days shall be granted for Association representatives to attend
the WEA annual Representative Assembly, other state level meetings sponsored by the
WEA and perform Association work.

Notification of the Association's intent to use such leave days, the individuals involved, and
the date and location of the meeting shall be given to the superintendent not less than
three (3) working days prior to the leave.

The Association shall reimburse the District for the cost of substitutes hired to replace
individuals using this leave.

**SECTION 9 – PROFESSIONAL CONFERENCES**

The employer recognizes that attendance by certificated employees at professional
meetings, conferences, and workshops is desirable to provide certificated employees with
opportunities to keep abreast of the latest developments and trends in the fields of
educational instruction, operation, and organization. Certificated employees may be
released to attend scheduled meetings, conferences, and workshops approved by the
principal and superintendent and authorized by the Board. Part or all of the teacher's
expenses may be paid by the District.

**SECTION 10 – CHILD REARING LEAVE**

An employee who has a newborn child or who legally adopts a child shall have a right to
leave as follows:

A. The leave must be requested as soon as practical before the expected birth or
adoption of the child.
B. The leave shall be without pay and the District paid insurance benefits. Employees may choose to contribute to District insurance plans while on leave.

C. The leave shall be for the duration of the school year in which it is requested. Such leave requested in the summer shall be for the entire ensuing school year. Requests for leave for a duration other than stated herein will be at the discretion of the superintendent.

D. Upon returning from leave the employee shall be placed in a position similar to the one last held, with the replacement employee employed only for the period of the leave time.

E. It could be possible that an employee might be placed in the employment pool according to staff reduction provisions in this agreement.

F. This leave shall be available only to one spouse at a time if both are employees.

SECTION 11 – SHARED LEAVES

A. The Tenino School District will comply with the Washington State Leave Sharing Program as now or hereafter amended. Per State law, an employee may not transfer leave that would result in his or her sick leave account going below twenty-two (22) days.

B. In addition to the requirements of Article VII, Section 1 (B), to be eligible to use leave transferred hereunder, an employee must suffer from an illness, injury, impairment or physical or mental condition which is of an extraordinary or severe nature and which is likely to cause the employee to go on leave without pay or to terminate employment.

C. Once leave has been transferred pursuant to this agreement transferred days shall be deducted from the employee’s accumulation and will be credited to the illness and injury leave accumulation of the employee to whom the days were transferred. Such leave transfers shall be reversible. Donated leave will be used in the order of the donation, 1 (1) day at a time per donator. Unused donated time will be credited to the employee of origin.

D. The value of the leave transferred shall be based upon the leave value of the person receiving the leave.

For example: Employee A has a per diem rate of $100 per day; Employee B has a per diem rate of $200 per day. If Employee A wishes to donate leave to Employee B, each day he/she donates to Employee B would be credited to Employee B’s accumulated leave as one-half day even though Employee A’s accumulation would be reduced by one full day. The per diem "value" of days being transferred will be
equated between the transferor and the transferee as a part of the transfer process. Under the same facts, if Employee B desired to donate days to Employee A, each day transferred from Employee B would be credited to Employee A as two days.

ARTICLE VIII - FACILITIES

The District shall seek to maintain, to the best of its financial and physical capabilities, necessary facilities, equipment and materials for the use of its employees to assure the best learning environment for the students of the District.

ARTICLE IX - ASSIGNMENT & TRANSFER

Grade, subject and activity assignments shall be made by the District, taking into consideration certification requirements, experience, District enrollment demands and employee professional training, experience, specific achievements and service to the District. For the purposes of this article, a "transfer" is understood to mean a change in the building (THS/TMS/TES/PES) in which an employee is assigned to work. An "assignment" is understood to mean the general curriculum area(s) / grade level(s) in which an employee is providing services and a "reassignment" is understood to mean a significant change in an employee's assignment.

All employees shall be subject to transfer. The District will ask for volunteers for specific openings before transferring employees. If the district only has 1 qualified certificated employee in that area, the district does not have to ask for volunteers. If a transfer is involuntary, the employee being transferred will receive a letter from the District which will include the reasons for the transfer. This letter will be delivered to the employee a minimum of ten (10) calendar days prior to the employee assuming the new position. The employee will be entitled to a $300.00 stipend to compensate for the time needed to move to a new building.

Employees shall be notified in writing by June 1st or 15 calendar days after the close of the legislative session whichever comes last of their tentative individual assignments for the following year. Such notification will include position, building, grade level or class or subject and other pertinent facts concerning the assignment. If the tentative assignment will be changed, the District will notify employees so affected so that they may be consulted regarding the change to be made.

Criteria for involuntary transfers will be certification and endorsement. Statewide seniority will be considered only if the certification and endorsements criteria are equal for all potential transferrable employees.

Both the sending and receiving principals must agree to the transfer.

The District agrees to post in the faculty lounge vacancies known to the District. The District
further agrees to notify the Association president or his/her designee by mail during
summer vacation of any positions that become vacant after the closing of the current
school terms. A transferred employee will be given preference over other equally qualified
candidates for a position.

Employees who desire to change their assignments may file a written statement of such
desire with the administration by May 1st. Employees will be notified of acceptance or
rejection and the reasons therefore.

In determination of requests for voluntary reassignment and/or transfer, the following shall
apply so far as practicable:

A. It is recognized that the desired goal is to hire the best qualified individual for
available positions.

B. If the District determines that applicant qualifications are equal, preference shall be
given to currently employed personnel. If preference is not granted, the affected
employee shall be informed personally as to the reasons.

C. Should a vacancy occur during the school year, requests for transfers shall follow the
above procedure. The effective date of the transfer shall be at the beginning of the
next school year.

D. Certificated positions will be posted ‘in house’ first for 5 business days prior to
posting through the ESD. Should currently employed personnel apply for an in-
district position, the employee will submit a letter of interest to the District hiring
administrator for consideration. Both building administrators must approve the
voluntary transfer. Denials may be appealed to the Superintendent.

For the purposes of this section, qualifications will include, as a minimum: years of
experience in education, college preparation, related training, experience and
preparation as it relates to the available position, and recommendations.
Appropriate certification/licensure or the ability to obtain the same in a reasonable
period of time may be required of the employee eligible for the position as stated in
this section.

The Employer agrees to notify employees, in writing, of appointments for the
following year prior to the close of the current academic school year or once the
determination of assignments has been made. Also, employees may apply through
their principal for additional days of work.
ARTICLE X - EVALUATION

SECTION 1—Certificated Support Staff

A. Evaluation Criteria - Each employee shall be evaluated using the criteria appropriate to the employee's position as attached in Appendix A. Evaluations required or permitted under this procedure shall be documented on the evaluation report form appropriate to the employee's position as attached in Appendix B. Evaluations shall be made by an assigned, certificated administrator. T.E.A. members and their Administrator may develop a Professional Growth Plan as an alternative to the current Evaluation Procedure. Alternative plans i.e. mentoring, book studies, projects that enhance teaching/learning, etc. must be approved by the assigned Administrator.

B. Each employee within thirty (30) days of his/her employment or within thirty (30) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation form to be used and shall be apprised of the specific criteria upon which he/she will be evaluated including expected levels of employee performance where applicable.

C. Required Evaluations

1. All employees newly employed by the school district shall be observed for evaluation within the first ninety (90) calendar days of the commencement of their employment. Such observation shall not be less than thirty (30) minutes.

2. All employees, including new employees, shall be evaluated annually. The first evaluation observation (of no less than fifteen (15) minutes) shall be completed no later than February 15. An evaluation is to be completed no later than the last day of school or June 15, whichever comes first, of the year in which the evaluation takes place. An evaluation is completed after the post-evaluation conference.

3. If an employee transfers to another position not under the Supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.

4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

5. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be completed on or before January 15 25.

D. Additional Evaluations - In addition to the evaluations required under Paragraph 1, C
above, principals and other supervisors may make evaluations at any time during the school year, which evaluations may cover individual observations, or such periods of time as may be identified in the evaluation report.

E. Minimum Observation Criteria - During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his /her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.

F. Observation Procedures - Timely feedback is an important aspect of improvement of instruction. Within-five (5) days following each observation made for the purpose of evaluation, the teacher shall receive feedback, verbal or written from the principal or other administrative evaluator.

G. Evaluation Procedures - Following each observation or series of observations, the principal or other administrative evaluator shall promptly document the results thereof using the appropriate report form. The employee shall be provided a copy of the evaluation report within five (5) workdays after the last observation.

H. Short Evaluation - After an employee has had four (4) years of satisfactory evaluations under the above-described evaluation procedure, an employee or an administrator, may request a Short evaluation process. This Short evaluation shall include a thirty (30) minute observation during the school year with a written summary. The normal evaluation process shall be followed at least once every three (3) years and an employee or administrator may request that the normal evaluation process be conducted in any given school year. The Short evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory nor for probable cause of the non-renewal for the employee's contract.

I. Probation of Certificated Support Staff

A. Supervisor’s Report - In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the superintendent on or before January 15. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of paragraph 1 C (5) above.

2. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.

B. Establishment of Probationary Period - If the superintendent concurs with the
supervisor's judgment that the performance of the employee is unsatisfactory, the superintendent shall place the employee in a probationary status beginning on or before February 1, at which time the employee shall be given written notice of the action of the superintendent which shall contain the following information:

1. A suggested specific and reasonable program for improvement.
2. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.
3. A definition of the problem in terms of performance deficiency.
4. A set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined.

C. Evaluation During the Probationary Period - Within not more than five (5) working days of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate in the judgment of the supervisor, the supervisor may authorize one additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.

1. During the probationary period the principal, supervisor or other administrative evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The evaluation form shall be used for documentation of evaluation reports during the probationary period.
2. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.

D. Written statement and hearing request -

1. The employee may submit a written, signed statement which shall be attached to the evaluation report and recommendation.
2. Within five (5) school days from the receipt of the probationary letter, the employee may request and will be given a hearing with the superintendent. The hearing shall be held within five (5) school days of receipt of the request.
from the employee.

E. Supervisor’s Post-Probation Report - The principal or other supervisor shall submit a written report to the superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

1. That the employee has demonstrated necessary improvement in the stated area of deficiency to justify the removal of the probationary status.

2. That the employee has deficiencies yet to be totally remedied, but that non-renewal is not recommended.

3. That the employee has not demonstrated necessary improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

F. Action by the Superintendent - Following a review of any report submitted pursuant to paragraph E above, the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

G. All Provisional Employees are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

SECTION 2—Certificated Teachers

The following evaluation language shall apply only to those certificated staff being evaluated using the OSPI-approved, CEL’S 5D+ framework.

This Section 3 of the evaluation system applies to classroom teachers who spend more than fifty (50) percent of their workday providing academically focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the district’s framework and rubrics. The term “classroom teacher” for evaluation purposes does not include ESA’s, counselors, librarians, media specialists, TOSA’s, instructional coaches, curriculum specialists, or other bargaining unit members who do not spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students and whose duties are not consistent with the state criteria for teachers and the district’s framework and rubrics.
A. Evaluation System Preamble

An evaluation system for teachers has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.

2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

3. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their practice, skills, and knowledge.

4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards in order to minimize subjectivity.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1).

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

“
To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

Purpose – The following evaluation process has the following elements, goals, and objectives: “An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance.

B. Definitions and Notes

Artifacts shall mean any products generated, developed, or used by a certificated teacher or administrator in the conduct of the evaluation of a teacher. Forms used in the evaluation process may be considered as artifacts.

“CEL’s – 5 Dimensions of Teaching and Learning” shall be the evaluation process as designed by the University of Washington and approved by OSPI.
"Certificated Principal," "Principal" and "assistant principal" shall mean a person who is employed to supervise the operation and management of a school (WAC 181-79A-140 (4)(a) or (6)(h).)

"Certificated classroom teacher" and "teacher" shall mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).

Component shall mean the sub-section of each criterion.

Criteria shall mean the eight (8) state-defined categories to be scored.

Evaluation shall mean the ongoing process of identifying, gathering, and using information to assess total job effectiveness, improve professional performance, and make personnel decisions.

Evaluator shall mean a certificated administrator who has been trained, or is currently receiving training, in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.

"Evidence" means observed practice, products, artifacts, or results of a certificated classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.

Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence will be required to be collected for that criterion. It shall be the nature and quality of the evidence, not the quantity of evidence that determines the criterion rating.

Unsubstantiated complaints against an employee shall not be included in any documentation pertaining to any individual’s evaluation.

Input from parents or anonymous sources, or known sources, shall not be used as evidence in an evaluation unless such input is substantiated and/or observed by the evaluator.

Student input may be used as evidence in an evaluation only if it is gathered by observing students during the course of a teacher observation.

Formal Observation means any observation which is scheduled in advance between the teacher and evaluator for the purpose of evaluation.
Informal observation means any non-scheduled observation during which evidence is gathered by an evaluator to inform him or her regarding a teacher’s final evaluation.

"Observe" or "observation" means the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence over time using the instructional framework rubrics.

“Provisional Teachers” are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.

"Rubrics" or "rubric row" means the descriptions of practice used to capture evidence and data and classify teaching performance and student growth using the evaluation criteria and the four-level rating system.

Satisfactory/Unsatisfactory

Satisfactory- Overall summative performance ratings of Proficient (Level 3) or Distinguished (Level 4) are considered satisfactory for all teachers. For teachers in their first five years of the profession, a performance rating of Basic (Level 2) is also considered satisfactory.

Unsatisfactory- An Overall summative performance rating of Unsatisfactory (Level 1) is considered not satisfactory for all teachers. Teachers on a continuing contract with more than five years of teaching experience who receive a summative performance rating of Basic (Level 2) two years in a row, or two years within a consecutive three-year period are also considered unsatisfactory.

Student Growth Data shall mean data that shows the change in student achievement between two points in time within the current school year. Teachers will not be required to include student growth data from statewide assessment instruments in creating goals for the year.

Assessments used to demonstrate such growth shall primarily be classroom-based and shall be selected by the classroom teacher in collaboration with the evaluator. However, assessments that have been adopted by the District shall be used at the discretion of the District. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
Summative Performance Ratings means the four performance levels applied using the following four-level rating system: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 – Proficient; Level 4 – Distinguished.

(1) Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.

(2) Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.

(3) Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

(4) Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students’ learning, challenging professional growth, and collaborative practice.

C. State Criteria, Framework, and Scoring

The parties have agreed to the CEL’S 5D+ adopted evidence-based instructional framework as approved by OSPI. The complete instructional framework is included in Appendix A.

The following criteria will be used to evaluate certificated classroom teachers:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter, content, and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple student data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and school community;
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for criteria 3, 6, and 8.

**Criterion Scores**

Each criterion rating will be assigned the following numeric values:

Unsatisfactory – 1  Basic – 2  Proficient – 3  Distinguished – 4

An employee shall receive one of the four performance ratings for each of the minimum criteria. Additionally, an employee shall receive one of the four performance ratings for the evaluation as a whole, which shall be the overall summative score as per WAC 392-191A-080(6).

A numerical mean shall be used to calculate the individual criterion rating. When a criterion rating includes a whole number plus a place value of .49 or below it will be rounded down to the nearest whole number. When a criterion rating includes a whole number plus a place value of .50 or above it will be rounded up to the nearest whole number. (For example, a final rating of 2.49 would become a criterion rating of 2 and a rating of 2.50 would become a criterion score of 3.) However, to achieve a distinguished rating, a teacher must receive a majority of distinguished ratings on the criterion scores.

**Overall Summative Score**

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

- 8-14 points — Unsatisfactory
- 15-21 points — Basic
- 22-28 points — Proficient
- 29-32 points — Distinguished
Student Growth Criterion Score

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. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:

5-12—Low

13-17—Average

18-20—High

If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, s/he must automatically be moved to the Proficient (3) level for the overall summative score.

Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry. Within two months of receiving the low student growth score or at the beginning of the following school year, the following must be initiated by the evaluator:

The teacher shall create a plan to address student growth issues that may include one or more of the following:

a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;

b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

d. Create and implement a professional development plan to address student growth areas.

D. General Evaluation Agreements

Employees shall have transparent access to all relevant student achievement data available.
Notification – With the exception of transfers between evaluation formats (see Section 7, “Focused Evaluations”) every teacher shall be notified no later than the last working day of September of his or her evaluator and whether he or she is scheduled to be evaluated using a Comprehensive or Focused evaluation.

Out of Content/Endorsed Areas - No teacher shall be “subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments”. However, consideration may be given to teachers’ progress towards endorsement. At the option of the teacher, in collaboration with the evaluator, teachers may be evaluated as a member of a team when teaching outside their content or endorsed areas.

Security - All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic recording devices shall not be used to listen to, observe, or record the proceedings of any classroom without prior knowledge and documented consent of the teacher. The District shall make reasonable efforts to ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with State public disclosure requirements and guidelines.

In order to provide the District with reliable feedback regarding the implementation of the new evaluation system, the parties agree that during the 2014-2015 school year the District calendar shall include two sessions of at least one (1) hour which shall be used for staff-only discussion around the ongoing implementation of the new evaluation system. Such discussion shall be guided by an experienced facilitator mutually agreed upon by the District and the Association. The facilitator and Association representative(s) shall then report to the District the outcome of such meetings. This report shall protect the anonymity of meeting participants.

E. Professional Development

Prior to their being evaluated under the new evaluation system, the District shall provide teachers professional development relevant to the framework and evaluation process. Each teacher shall be provided a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to his or her position and track in the evaluation cycle.

All classroom teachers, both provisional and continuing, shall be expected to participate in District provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training
shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

F. Provisional Teachers

A. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

B. All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.

C. Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) in their first year with the District, and/or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.

D. The Principal or his or her designee shall make at least one (1) observation for a total observation time of at least thirty (30) minutes within the first ninety (90) calendar days of employment of all teachers in their first year of employment with the District.

E. The District shall notify the Association President if a provisional employee is performing at an unsatisfactory level.

G. Procedures for Evaluation

All classroom teachers shall be evaluated each school year by their principal or his or her designee. The principal or designee is referred to herein as the “evaluator.”

If an employee is assigned to two or more schools, the evaluator at the school to which the employee is assigned the greater part of the time shall be responsible for the employee’s overall evaluation. If a teacher is assigned to two or more schools for equal amounts of time within the school day, the District, in collaboration with the Association, will determine who will be the evaluator of record.

Observations
Formal Observations - All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes.

Formal observation dates and times will be scheduled and agreed upon by the teacher and evaluator. Formal observations shall be scheduled with adequate time in between in order to allow for conferencing and growth.

Informal Observations are non-scheduled observations during which time evidence is gathered by an evaluator to inform him or her regarding a teacher’s final evaluation. If there is an area of concern noted in any record from such observations, written documentation of the observation must be provided to the teacher for that evidence to be included in the final evaluation. Such documentation will be provided within three school days of the observation. A teacher may request a conference to discuss an informal observation and the request shall be granted.

Comprehensive Evaluations - All classroom teachers shall receive a comprehensive summative evaluation at least once every four years.

A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. The total formal and informal time for each employee on a Comprehensive evaluation shall not be less than 60 minutes.

The following classroom teachers shall receive an annual comprehensive summative evaluation:

1. Classroom teachers who are provisional employees under RCW 28A.405.220;

2. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

Focused Evaluations - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete the Focused Evaluation process.

A. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.
B. The selected criterion must be approved by the teacher’s evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention.

C. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

D. Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities. Employees will complete the TSD Focused Evaluation Professional Goal Plan (Form F)

E. If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in either criterion 3 or 6.

F. If the selected criterion for the focused evaluation has been determined to be non-observable, neither a classroom-based observation nor a Formal Observation shall be required. The selected student growth component will be documented on the student growth goal setting template (Form B).

G. A teacher may be transferred from a Focused Evaluation to a Comprehensive Summative Evaluation at the request of the teacher or at the direction of the teacher’s evaluator.

H. The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated during the prior year’s final evaluation conference based on concerns related to one of the other evaluative criteria. That concern shall be shared with the teacher in writing at that time.

I. Each employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no fewer than two occasions in each school year. Such confidential conferences shall be for the purpose of aiding the administrator in his or her assessment of the employee’s professional performance and to provide additional evidence by either the evaluator or teacher to aid in this assessment against the instructional framework rubrics and/or for the teacher to provide unobserved evidence of having met certain criteria and goals.
J. The annual evaluation results will be documented on the summative evaluation form (Form E) with only the selected criteria being scored. The most recent summative Comprehensive score will be the Focus evaluation score.

Comprehensive Evaluation Steps

The comprehensive evaluation process must occur at least once every four years. There are six steps required to complete a comprehensive evaluation which utilize a collaborative model between teacher and evaluator. They include 1) the teacher’s self-assessment, 2) a goal setting conference between the teacher and evaluator, 3) a pre-observation conference, 4) observations of the teacher by the evaluator, 5) a post-observation conference, and 6) the summative evaluation conference.

Step 1: Self-Assessment

Each teacher shall reflect on his/her practice and complete a Self-Assessment (Form A). This is a personal reflection of practice and will serve as a tool for the goal setting conference. The teacher is not required to share the written results with their evaluator.

Step 2: Goal Setting Conference

Following the self-assessment, the teacher will meet with his or her evaluator in a goal setting conference. Each teacher shall combine his/her self-assessment with the district and/or building initiatives and select one or two components as goal(s) for the year. Additionally, for components SG 3.1, 6.1 and 8.1 the teacher and evaluator shall collaboratively determine a student growth goal. The teacher shall complete and submit the Student Growth Goal Setting Template (Form B) to the evaluator prior to a mutually agreed upon goal setting conference date.

Step 3: Pre-Observation

A. For formal observations, the teacher shall complete the Classroom Observation Planning Conference form (Form C), with a written lesson plan, and send it to the evaluator twenty-four (24) hours prior to a mutually-determined pre-observation conference.

B. The teacher and evaluator shall establish a date for the formal observation then conduct the pre-observation conference in order to discuss the lesson plan,
identify any specific areas of focus, and discuss professional activities to be observed including their content, objectives, strategies, and possible evidence to meet the scoring criteria.

Step 4: Observation
The evaluator will conduct the observation of practice as scheduled. The evaluator will take notes throughout the observation and share those with the teacher within three (3) working days of the observation. Upon receipt the teacher may provide additional information for this document.

Step 5: Post-Observation Conference
The teacher and evaluator shall schedule to meet for the post-observation conference within five (5) school days of the observation. The post-observation conference includes a review of the teacher’s self-assessment and the evaluator’s evidence. Both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance during the conference as such conference is intended to be a dialogue between the teacher and evaluator. At the end of the post-observation conference the teacher and evaluator will agree on next steps and sign documentation that the conference has occurred.

Step 6: Summative Assessment
No later than the last day of school or June 15, whichever comes first, the teacher and evaluator will meet to discuss the teacher’s final summative score. This conference will include a review of the evidence gathered including formal and informal observations, artifacts with teacher reflection coversheet (Form D), student growth data (Form B), professional contributions, impacts on learning, and other ancillary evidence. Multiple measures of student growth must be used in the evaluation process and such measure may include classroom-based, school-based, District-based and state-based tools.

The final summative score and corresponding recommendation will be recorded on the Summative Evaluation Form (Form E). The teacher will sign two (2) copies of Form E to indicate receipt. This signature does not imply that the teacher agrees with its contents but only that he or she has read it. The teacher may attach any written comments or rebuttal to the final annual evaluation report at any time.

When the evaluator assigns the teacher an overall final summative rating, the evaluator will use the evidence as provided by the teacher and/or the evaluator as an explanation for the
rating. When appropriate, a lack of evidence as required in the rubrics may also be used in such an explanation.

In the case of a “basic” or “unsatisfactory” rating, the teacher and evaluator shall meet prior to the end of the school year or at the beginning of the following school year to determine what District support will be offered the teacher and how the teacher will address that support. Such support may include, but not be limited to paid inservice training, release time to observe colleagues, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans, etc.

If a teacher disagrees with the evaluator’s overall summative performance rating, the evaluator’s rating shall be recorded, and the teacher may follow the due-process steps already set in the contract.

Multiple measures shall be used as evidence to assess a teacher’s professional performance against the instructional frameworks.

Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available. The focus of the evaluation of the evidence gathered by the teacher shall be on the quality of the evidence presented, not on the quantity of that evidence.

Any teacher whose performance has been judged unsatisfactory on the Summative Evaluation of Practice document (Form E) may be placed on a program for improvement any time after October 15.

H. Probation (Non-Provisional Employees)

No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received, or is not receiving, training in the new (ESSB 5895) evaluation system.

Teachers shall have the right to Association representation at all probationary meetings.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer’s performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may, at the discretion of the Superintendent, be extended into the following school year if the probationer has five or more years of teaching experience and...
has a comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

Before placing a teacher on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 20th.

2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 15th. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee.

3. The Superintendent, or his/her designee, shall review the evaluator’s recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation he/she may continue to work with the parties involved.

4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include the following provisions:

   a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.

   b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.
c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument; and

d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.

At the request of the probationary employee, release time may be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.

5. At this time the evaluator shall meet with the employee and, at the employee’s discretion, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.

6. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member’s performance.

7. The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certificated administrator from within the District or from outside the District who is trained in the CEL’S 5D+ framework.

**ESD Evaluator** - If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her.

Using the plan of improvement mutually agreed to by the District and the Association, the ESD evaluator (or the additional evaluator) will evaluate the
employee based on multiple observations of classroom performance, student
growth data, professional contributions, impacts on learning, and other evidence
produced by the employee. This evaluator’s findings and conclusions shall then
be presented to the original evaluator in writing.

During this time the employee will not be transferred from the supervision of the
original evaluator. The ESD evaluator (or additional evaluator) shall be immune
from any civil liability that might otherwise be incurred or imposed with regard
to the good faith performance of such evaluation.

If a procedural error occurs in the implementation of a program for
improvement, the error does not invalidate the probationer's plan for
improvement or evaluation activities unless the error materially affects the
effectiveness of the plan or the ability to evaluate the probationer's
performance.

A teacher who is on a plan of improvement must be removed from probation if
the evaluator determines s/he has demonstrated improvement in the areas
described as deficient. The teacher must also be removed if the evaluator
determines he or she has demonstrated improvement that results in a new
comprehensive summative evaluation performance rating of level 2 or above for
a provisional employee or a continuing contract employee with five or fewer
years of experience, or of level 3 or above for a continuing contract employee
with more than five years of experience.

8. Lack of necessary improvement during the established probationary period, as
specifically documented in writing with notification to the probationer, shall
constitute grounds for a finding of probable cause for non-renewal of contract or
discharge.

9. Immediately following the completion of a probationary period that does not
produce performance changes detailed in the initial notice of deficiencies and
program for improvement, the teacher may be removed from his or her
assignment and placed into an alternative assignment for the remainder of the
school year. This reassignment may not displace another employee nor may it
adversely affect the probationary teacher’s compensation or benefits for the
remainder of that teacher’s contract year. If such reassignment is not possible,
the district may, at its option, place the teacher on paid leave for the balance of
his or her contract term.

Non-Renewal
In the event that there is probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A. 405 et. seq.

I. Evaluation Results

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files.

Evaluation results shall not be:

- Shared or published with any teacher-identifying information unless as a requirement of statute.
- Shared or published without prior notification to the teacher and Association.
- Used to determine any type of base or additional compensation.

Evaluations are based on individual teacher performance relative to the CEL’S 5D+ framework. There shall be no District or building quotas or caps for performance ratings.

J. Recordkeeping and Notification

Evaluators shall notify teachers of any evaluation evidence or data collected about them within five (5) days of collection. The District shall not limit teacher access to any evaluator evidence or data collected by the evaluator in any format, paper or electronic. Teachers may view such information upon request.

The use of electronic accounts is optional for the teacher and all data entered into them shall be treated as confidential information.

K. Legislative Impacts / Re-openers

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement or upon mutual agreement of the parties for non-legislative impact reasons.

During the life of the Agreement, at the request of either party, Article X will be reopened for negotiations between the parties.

ARTICLE XI – REDUCTION IN FORCE

The Board of Directors shall determine the educational program and services for the Tenino School District No. 402, based upon the educational goals of the District, financial resources
available for the following school year and staff input. If the Board determines that the certificated staff of the District should be reduced for the following school year by reason of financial necessity and/or decline in enrollment, the Board will institute the plan below:

A. Determination of Vacant Positions - The District will determine, as accurately as possible, the total number of certificated staff known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc. and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year.

B. Employment Categories - The following categories are established to ensure the qualification of personnel assigned to retained positions:

1. Elementary (K-5): Non-special education employees certified to teach in grades kindergarten through fifth.

2. Secondary (6-12): Non-special education employees certified to teach in grades sixth through twelfth.

3. Chapter I/LAP: Employees certified to teach federally or state-funded programs pursuant to the qualifications required by those programs.

4. Vocational Programs: Employees vocationally certified to teach designated vocational programs. Specialties within this category are Voc-Ag, Home Economics, and Business Education.

5. Specialists: Employees certified as librarians, counselors, music teachers, nurses, elementary physical education specialists, and secondary physical education specialists.

6. Special Education: Employees certified to teach special education.

Throughout these categories, certification, qualification and the holding of majors or minors is construed as of the date of the implementation of this procedure.

C. Retention by Category - Employees will be considered for retention in the category or specialty appropriate to the position held at the time of implementation of this procedure. An employee shall also be considered for retention in additional categories if the employee states the desire for such consideration and meets the qualifications for that category; provided, that the employee will be considered for such additional categories only if he/she does not qualify for retention in the category appropriate to the position held at the time of the implementation of this procedure and he/she has a college major or minor and/or teaching experience.
within the last five years appropriate to the additional category as described above. Said teaching experience must have been at least three (3) periods per day in the category.

D. Notification – If a reduction in force is being considered, the District shall tender a list to the Association and each employee, not later than April 15, which shows the rank order of existing employees according to seniority as defined in Section 5A below. This list shall show existing employment categories within the District. If an employee wishes consideration for retention in a category other than the one he/she is working, such employee must notify the superintendent in writing within five (5) work days of receipt of the list and state additional categories in which he/she wishes consideration and the reasons therefore as outlined in Paragraph C herein.

If an employee believes that he/she should be included in additional categories or that another employee has been wrongfully included in a category or that an employee has not been credited with the proper amount of seniority, the employee must notify the superintendent in writing within five (5) workdays of the date upon which the Association was tendered the list. Such written notification must alleges the facts which make the employee's seniority or category incorrect according to the criteria contained in paragraphs B and E hereof. Failure to make such timely notification shall waive an employee's rights to later challenge the inappropriateness of the employee's seniority ranking and categorical placement.

If such notification is given, the facts which make up the alleged improper application of paragraphs B and E hereof shall be reviewed by the Association and the District in an effort to resolve the matter. Upon the failure to resolve the matter within ten (10) workdays after it is taken up by the Association and the District, the matter shall be submitted to a neutral third-party arbitrator who shall determine the proper application of paragraphs B and E hereof to the facts presented. The decision of the arbitrator as to the seniority of the employee and as to the inclusion or exclusion of the employee in categories shall be final and binding on the District and the employee(s) involved. The Association and the Board shall make a joint request to the Superintendent of Public Instruction for a member of his/her staff to act as arbitrator. If SPI does not provide this service, the parties shall expedite a request to the American Arbitration Association for an arbitrator under AAA rules.

E. Seniority Defined

1. Seniority shall be based on total teaching longevity in Washington State. In order to determine the number of years, the District and Association agree that a year's credit as determined by the Washington Teachers' Retirement System formula shall control. Seniority includes Washington State teaching service prior to resignation of leave and excludes substitute service.
2. If a tie exists in paragraph 1 above, the employee with the greatest seniority in the Tenino School District shall be recommended for retention.

Determination of seniority in this paragraph is defined as in paragraph 1 above.

3. If there is still a tie, the employee retained shall be the one with the greatest number of college/university credits beyond the BA as computed by the District in accordance with placement on the salary schedule.

4. In the event that ties continue to exist, a final selection shall be made by lot, by a disinterested third party.

F. Retention Categories

In the event that there are more qualified employees than available positions in a given category or specialty the following criteria shall be used to determine which employees shall be recommended for retention.

1. An employee must be qualified for a position as provided in this procedure.

2. An employee retained shall be the most senior employee available in the category or specialty.

3. In case the District must locate an employee for retention or recall with unique qualifications, the District may retain, or recall said employee provided that no employee with more seniority qualifies for said position.

4. The District shall have the right to assign and transfer employees during the implementation of this procedure to positions for which they qualify.

5. The District shall not partially layoff an employee. Employees will not be offered recall to less than full-time employment until all more senior employees in the appropriate employment category have been employed on a full-time basis. An employee shall have the right to refuse recall to a part-time position without losing recall rights.

6. The list of proposed retention and lay-off shall be delivered to the Association and all employees by May 15th of the year that this procedure is being implemented.

G. Employment Pool

1. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and
placed in an employment pool for possible employment for a period of two
(2) years. Employment pool personnel will be given the opportunity to fill
open positions within the categories or specialties identified for which they
are qualified. If more than one such employee is qualified for an open
position, the criteria as set forth in Article VI Section F shall be applied to
determine who shall be offered such position.

2. It shall be the responsibility of each employee placed in the employment
pool to notify the superintendent of his/her current mailing address.

3. When a vacancy occurs for which person(s) in the employment pool qualify,
notification from the school district to such individual(s) will be by certified
mail to the address last given by the employee or by personal delivery. Such
individual(s) will have five (5) calendar days from the receipt of the letter to
accept the position.

Teachers notified by certified mail to last known address shall accept or
reject the recall within five (5) working days of notification and be available
for work within ten (10) working days of recall. If the first offer is rejected,
the teacher will be held on the recall list and offered a second assignment if
he/she is the most senior qualified employee. Following the notification
procedure as listed above, if the teacher rejects the second assignment,
he/she shall be dropped from the list and loses all rights for re-employment.

4. The District will utilize employment pool personnel as substitutes on a first
priority basis.

5. An employee on authorized leave at the time a reduction in force is
implemented will be reinstated upon return from leave if he/she would not
have been affected by the lay-off and will be laid off upon return from leave
if he/she would have been affected by the lay-off. An employee who has
been laid off may, upon written application, be placed on leave for up to one
(1) year while on lay-off. Such employee shall be placed in the employment
pool during the period of the leave. The period while on leave shall not count
toward the two-year period specified in Section 7 A above.

ARTICLE XII – ECONOMIC PROVISIONS

SECTION 1 – STATE ALLOCATION MODEL

A. The salary schedule is contained in Appendix C.

B. Salary Schedule Provisions
1a. Credits and Transcripts

The position of employees on the salary schedule will be determined by years of certificated experience, education and clock hours.

A request for reclassification must be made by September 1st with TRANSCRIPTS AND/OR PROOF OF CREDITS EARNED AND CERTIFICATES ON FILE BY September 30 IN ORDER TO BE CONSIDERED FOR HIGHER CLASSIFICATION. It is the responsibility of the employee to keep his/her transcripts on file and up to date.

b. Clock Hours

Clock hours shall be counted for advancement on the salary schedule with a ratio of ten (10) clock hours to one (1) credit hour.

If the clock hours result in a request for reclassification, employees must provide documentation of earned clock hours to the district on or before September 30 in order to be considered for higher reclassification.

A clock hour transcript can be obtained by registering all clock hours using the District approved record keeping system.

2. A contract is not valid if a teacher does not possess credentials by the State of Washington.

3. It is the negotiation intent of the parties that the agreements herein be in compliance with applicable state laws and regulations.

4. If the district or any of its officials would be in violation of state law or would incur any penalty or decrease in state support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the district or its officials incurring any penalty or reduction in support. Any required reduction in compensation shall be made on a pro rata basis among all certificated employees who receive an increase in compensation under collective bargaining agreements or other contracts entered into on or after the effective dates in Chapter 16, Laws of 1981.

SECTION 2 – CO-CURRICULAR DUTY

Co-curricular assignments are issued for one (1) year with no guarantee of continuance and shall be consistent with statutory provisions.

• Prior to September 15th of each school year each school will notify employees of all co-
curricular opportunities for the year.

- Employees interested in a co-curricular position will notify the building administrator in writing or email by September 20th of the year.
- If more than one employee expresses an interest in a position, the building principal will select the employee whose experience and skill best meets the needs of the program.
- Employees will be paid for the co-curricular duty in accordance to the schedule in Appendix D.

SECTION 3 – SUPPLEMENTAL CONTRACTS

Supplemental Contracts - There shall be a supplemental contract for additional time and days, specified extracurricular and supplemental assignments as herein provided. Appointments to extracurricular, special and supplemental assignments shall be for one (1) year and shall be consistent with statutory provisions.

SECTION 4 – INSURANCE BENEFITS

A. Retiree Subsidy: The district will pay the entire retirement subsidy for the TEA.

B. Medical insurance: In addition to the state insurance appropriation for certified employees, per our prior agreement, the District shall contribute $70,000 to the insurance pool prorated September 1, 2018 through December 31, 2019. Beginning January 1, 2020, the District contribution to the insurance pool will cease.

C. The District shall provide the state insurance appropriation per full-time (1.0 FTE) employee, per month, toward the payment of premiums for approved insurance plans. Less than 1.0 FTE employees shall receive their FTE share of the appropriation per month. The allocated amount includes the District’s full payment of the dental insurance program. Beginning January 1, 2020, the District shall provide the state insurance appropriation in accordance with the School Employee Benefits Board (SEBB) requirements.

Changes will reflect the amount provided by the legislature for this purpose as per past practice.

D. Employees shall be eligible to enroll in insurance programs only during the month of September unless the SEBB dictates different eligibility timelines; however, new employees may enroll within 30 days of their initial employment.

E. To gain maximum utilization of the state insurance appropriation for Association members, the District agrees that by November 1st, of each year, an analysis of employee insurance plan enrollment shall be made by the District and the Association bargaining team. If this analysis shows that said appropriation is not fully expended by the FTE maximum to employees whose insurance premiums exceed the state allotment per month, said pool funds shall be utilized by pro rata
distribution to all employees in need of further funds until all premiums for current
enrollments are fully paid or the pool is exhausted. This section will be null and void

F. Upon an annual affirmative vote by the bargaining unit, TEA members with an
excess of one hundred and eighty (180) days may contribute to a VEBA III annual sick
leave buyout. The TEA will inform the District of the outcome of the vote by no later
than September 15 of each year. A retirement VEBA III plan would also be available
to retiring members.

Should changes to the SEBB occur this section may be reopened upon mutual agreement of
the Association and the District.

SECTION 5 – PAYROLL DEDUCTIONS

Funds shall be withheld from the earnings of employees in accordance with federal or state
laws and regulations for the purpose of income tax provision, social security taxes, and
retirement and industrial accident medical premiums. Funds so withheld will be transmitted
to the appropriate governmental agency in accordance with agency datelines.

Employees may authorize the District through written authorization to deduct funds from
their earnings for the payment of mutually agreed upon insurance program premiums,
payment to financial institutions, and Association dues and representation fees where
applicable. The District and the Association will enter into an annual letter of agreement
that lists the programs that have been mutually agreed upon. Said letter will be provided
annually to each employee on or before the first employee-reporting day.

SECTION 6 – WORKER’S COMPENSATION

The employer agrees to insure all regular full-time certificated employees as required under
RCW Chapter 51, the Washington State Industrial Insurance Act (worker’s compensation).
Furthermore, the Employer agrees to the following:

A. The employee shall file an application for worker’s compensation in accordance with
state law for a period of absence from work due to injury or occupational disease
resulting from employment.

B. An employee may elect to receive only time lost compensation rather than utilize
any available sick leave credits. The employee shall make such option known to the
Employer.

C. Should an employee elect to receive both time loss compensation and paid sick
leave, sick leave credits may be used only to the following extent: total number of
hours which would have been charged to sick leave, minus the number of hours as
regular salary for which payment was made by the worker's compensation fund.

D. Should any employee apply for time loss compensation and the claim is then later denied, sick leave may be used for the absence in accordance with other provisions of this section.

E. Until eligibility for worker's compensation is determined by the Department of Labor and Industries, the Employer may pay full sick leave, provided that the employee shall return any subsequent overpayment to the Employer.

SECTION 7 – TRAVEL ALLOWANCE

Employees shall be reimbursed at the current state rate for the use of their personal automobile in trips approved by the District. Such trips must have prior approval by the District and personal automobiles will not be used when appropriate District vehicles are available for use.

SECTION 8 – ADDITIONAL EMPLOYEE WORKDAYS

Certificated Employees’ First Day - The District shall determine the first student day and the date for the employees’ first day.

For the 2019/2020 School Year

It is agreed that employees shall work additional days beyond the 180-day base contract; six (6) days and four (4) hours for the 2019/2020 school year. Payment for work on these days will be calculated on the per diem rate of pay, as identified in Article VI, Section 6 C and paid over twelve (12) months. Employees shall sign a supplemental contract agreeing to work the additional days. This supplemental contract will be presented at the beginning of the school year. Each employee will sign in during scheduled days/time or provide documentation to supervisor for the additional days.

The schedule for extra days and time is as follows:

- Three (3) District directed days week before School (8/27, 8/28, and 8/29/2019)
- One (1) [professional development day immediately prior to first day of school (9/3/2019)]
- 4 Hours for classroom set up prior to first day of school
- 1 Flex Day (7.5 hours) for District approved professional development and District pre-approved program work.
- District professional development day October 11, 2019.

For the 2020/2021 School Year

It is agreed that employees shall work additional days beyond the 180-day base contract;
seven (7) days and four (4) hours for the 2020/2021 school year. Payment for work on these days will be calculated on the per diem rate of pay, as identified in Article VI, Section 6 C and paid over twelve (12) months. Employees shall sign a supplemental contract agreeing to work the additional days. This supplemental contract will be presented at the beginning of the school year. Each employee will sign in during scheduled days/time or provide documentation to supervisor for the additional days.

The schedule for extra days and time is as follows:

- Three (3) District directed days week before School (8/25, 8/26, and 8/27/2020)
- One (1) State Professional Day immediately prior to first day of school (9/8/2020)
- 4 Hours for classroom set up prior to first day of school
- One (1) professional development day in October 2020 the exact date is TBD by the District
- Two (2) Flex Days (15 hours) for District approved professional development and District pre-approved program work.

It is recognized by the parties that the funding for the described extra day/time opportunities is not supported by the state's funding of basic education and that the district's ability to fund these extra day/time opportunities is dependent not only on levy passage, but also on other restrictions the legislature may place on the general funding of school districts. Therefore, in the event of a double levy loss and/or a significant change in state funding that impacts the district's ability to fund these extra day/time opportunities, any of the extra day/time opportunities described above that fall after a double levy loss or after a significant change in state funding that impacts the district's ability to fund those opportunities will be void and subject to reopened bargaining.

SECTION 9 – DISTRICT DIRECTED ACTIVITIES

The District may establish committees/activities to work on building and/or District goals or special projects. These committees/activities may include but not be limited to: RTI, MDT, Section 504, curriculum adoption, etc. If certificated staff choose to serve on these committees, and such committees meet outside of the workday, those certificated employees will be compensated at per diem up to $37.00 per hour rate. Payment for District Directed activities will be made monthly based on documented log sheets.
SECTION 10—WORK YEAR

The total length of the regular employees’ work year shall be one hundred and eighty (180) days, plus any days approved and funded by the State Legislature.

SECTION 11—EMPLOYEES ADMITTED TO ACTIVITIES

Employees wearing proper District identification will be admitted free of charge to district activities. It is the understanding of the Association and the District that said employees will take appropriate steps in the event that their assistance is required.

ARTICLE XIII – GRIEVANCE PROCEDURE

Grievance Form Appendix: Appendix F

A. A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of the Agreement. A Board policy in direct conflict with a specific term of this Agreement is grievable if the policy is an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of the Agreement. A grievance shall be only for an act or event which actually occurred.

B. A grievant is defined as an employee or a group of employees or the Association covered by this Agreement, with an alleged grievance.

C. Contents of the Grievance - During each step where a grievance is reduced to writing, the written statement shall clearly specify:

1. The specific section of the Agreement allegedly violated.

2. When this alleged violation occurred.

3. In what way there has been a violation, misinterpretation or misapplication of this Agreement.

4. The results of the previous step in the grievance procedure and why such results were unsatisfactory.

5. The name of the aggrieved person, the manner in which he has been injured and the proposed remedy or remedies for resolution of the grievance.

D. All days referred to in this section shall mean calendar days except during the summer when days shall mean Monday through Friday, excluding holidays and school breaks.
E. Association Representation - The Association will appoint grievance representatives. The Association grievance committee will consist of the grievance representative(s) and the Executive board of the Association. At least one (1) grievance representative will be present for any grievance meeting, hearing, appeal or other proceedings held between the parties to a grievance which has been formally filed. Nothing herein contained will be construed as limiting the right of any employee having a grievance adjusted without the intervention of the Association, provided the Association has been notified and the adjustment is not inconsistent with the terms of this Agreement.

STEP ONE – INFORMAL/FORMAL

Not more than twenty (20) calendar days after the grievant knew or should reasonably have known of an action or lack of action which is the basis of a grievance; the grievant shall have completed steps A and B below:

INFORMAL LEVEL

A. Discuss the grievance with his/her building principal or immediate supervisor. Every effort shall be made to resolve the grievance at this level in an informal manner.

FORMAL LEVEL

B. On or before the twentieth (20th) calendar day, file a formal grievance with his/her immediate supervisor. The immediate supervisor and the employee shall attempt to resolve the grievance at this level as expeditiously as possible.

5 DAYS RESPONSE FROM IMMEDIATE SUPERVISOR

Within five (5) calendar days after receipt of a formal grievance, the immediate supervisor shall render a written decision in the matter, including a record of the findings of his/her investigation.

STEP TWO - SUPERINTENDENT LEVEL

If no mutually agreeable decision is reached as a result of Step 1, the grievant may FILE the grievance directly with the superintendent. This appeal must be filed within five (5) days of the grievant receipt of the Step 1 decision. If the Step 1 decision is not received by the grievant on a timely basis, the grievance will automatically proceed to Step 2. If the grievant DOES NOT APPEAL the grievance to the superintendent WITHIN THOSE Five (5) DAYS after failing to achieve satisfaction at Step 1, the grievance is automatically waived.
WITHIN TEN (10) calendar DAYS of receipt of the grievance, the superintendent or his/her designee shall confer with the grievant in an effort to reach a mutually satisfactory solution.

WITHIN FIVE (5) DAYS after the conference, the superintendent, or his/her designee, shall render a written decision on this matter.

STEP THREE - BOARD OF DIRECTORS

In the event the grievant is not satisfied with the results of Step 2, he/she may ask the Association to request a meeting with the Board of Directors through the superintendent.

If the Association/grievant DOES NOT APPEAL THE GRIEVANCE TO THE BOARD WITHIN FIVE (5) DAYS of the receipt of the Step 2 decision, the grievance will be automatically waived.

The Board of Directors shall WITHIN TWELVE (12) DAYS, of the receipt of the request, confer with the grievant and/or representatives of the Association to hear the grievance and attempt to reach a satisfactory solution.

The Board shall provide its WRITTEN DECISION WITHIN FIVE (5) DAYS AFTER this conference.

STEP FOUR - ARBITRATION

If the grievance is not resolved at Step 3 the Association, at its sole discretion, may advance any grievance to final and binding arbitration within twenty (20) days of receipt of the Step 3 response. The arbitrator shall be selected from a list provided by the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

Arbitration Costs - Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

Jurisdiction of the Arbitrator - The arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. The arbitrator shall confine his inquiry and decision to the specific area of the contract as cited in the grievance form.

Non-renewal, dismissal, adverse effect, matters relating to evaluation and the placement of employees on probation and reduction in force shall be grievable, only through
commencing with Step 3 of the grievance procedure and such grievances shall pertain solely
to alleged procedural violations of the contract. Following Step 3, non-renewal, dismissal,
adverse effect, evaluation, probation and reduction-in-force matters shall be governed and
controlled by the rights, procedures and remedies afforded by statute.

Time Limits - The time limits provided in this Article shall be strictly observed unless
extended by written agreement of the parties. Failure of the grievant to proceed with
his/her grievance within the time hereinbefore provided shall result in the dismissal of the
grievance.

Failure of the Board or its representatives to take the required action within the times
provided shall entitle the grievant to proceed to the next step on the grievance procedure.

ARTICLE XIV – AGREEMENT ADMINISTRATION

SECTION 1 – ENTIRE AGREEMENT

This Agreement expressed in writing constitutes the entire Agreement between the parties
and no oral statement shall add to or supersede any of its provisions.

This Agreement shall supersede any rules, regulations, procedures or practices of the
District which are contrary to, or inconsistent with, its terms.

This Agreement may be reopened for amendment only by mutual consent of the parties.
Requests for such amendment by either party must be in writing and must include a
summary of the proposed amendment.

SECTION 2 – CONFORMITY TO LAW

The Employer and the Association agree that this contract shall be binding on both parties
except that if any section or provision is, or shall be, contrary to law, then such sections or
provisions shall not be applicable, performed or enforced, except to the extent permitted
by law. The remainder of this contract shall not be affected thereby and the Employer and
the Association shall thereafter enter into negotiations for the purpose of attempting to
arrive at a mutually

SECTION 3 – DISTRIBUTION OF AGREEMENT

Within thirty (30) days following ratification and signing of this Agreement, the Employer
shall electronically distribute PDF copies to all employees, completed revised copies of this
Agreement. Ten (10) print copies per year shall be provided to the Association. All
employees new to the District shall be provided their choice of an electronic or print copy of
the Agreement by the Employer upon issuance of their individual contracts and such
agreement shall be available to all applicants for employee positions. Copies of the
agreement will be posted on the District web site.

SECTION 4 – AGREEMENT ADMINISTRATION

In order to establish an orderly procedure for the review of matters conveyed by this Agreement and the general employee/employer relations, there is hereby established a formal and permanent joint Association/Employer committee, consisting of four (4) Association representatives appointed by the Association and four (4) Employer representatives appointed by the Employer. This committee will be responsible for all matters appropriate for resolution between the Association and the Employer.

Meetings of the Association/Employer committee will be scheduled on a bi-monthly basis. At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time, but not later than three (3) working days from the date the request is made. Such requests will be in writing and will contain the items of concern.

An Association representative shall serve and preside as chairperson of the first meeting; thereafter, the chairperson will alternate between the Association and the Employer.

ARTICLE XV – MANAGEMENT RIGHTS

All rights of the Board of Education acting either directly or through its administrative employees, except as specifically surrendered or limited by the provisions of this contract, the management or operations of the District and the direction of employees, are vested exclusively in the District. The District's rights include, but are not limited to, the following:

A. Hiring, assigning, promoting, supervising, adversely affecting, discharging or non-renewing employees in accordance with requirements of the law.

B. Determining educational needs, school curriculum, and the District's priorities, all consistent with provisions applicable to the law.

C. Obligating District funds.

D. Establishing the organization, number of positions and the positions required in the District.

E. Directing the work of all employees.

F. Responding to emergencies of whatever nature.

ARTICLE XVI DURATION

The effective dates of this Agreement shall be from September 1, 2018 to August 31, 2019.
In the case that a contract has not been approved by either party, the existing contract will continue but will not supersede said legislative action.

The desire of either party to negotiate a successor Agreement shall be made no later than April 1, 2019.

This contract will be reopened for negotiations only for a mutually agreed agenda.

The above articles and sections of this collective bargaining agreement are hereby agreed to and formally executed:

FOR THE BOARD: ____________________________

FOR THE ASSOCIATION: ____________________________

DATED: ____________________________

DATED: ____________________________
APPENDIX A—EVALUATION CRITERIA - TEACHERS

WAC 392-191A-060 Minimum evaluation criteria—Certificated classroom teachers

The following are the minimum evaluation criteria and accompanying descriptors for certificated classroom teachers:

1. Centering instruction on high expectations for student achievement. The related descriptor is: Expectations; the teacher communicates high expectations for student learning.

2. Demonstrating effective teaching practices. The related descriptor is: Instruction; the teacher uses research-based instructional practices to meet the needs of all students.

3. Recognizing individual student learning needs and developing strategies to address those needs. The related descriptor is: Differentiation; the teacher acquires and uses specific knowledge about students' cultural, individual, intellectual and social development and uses that knowledge to adjust their practice by employing strategies that advance student learning. Student growth data must be a substantial factor utilizing the approved student growth rubrics.

4. Providing clear and intentional focus on subject matter content and curriculum. The related descriptor is: Content knowledge; the teacher uses content area knowledge, learning standards, appropriate pedagogy and resources to design and deliver curricula and instruction to impact student learning.

5. Fostering and managing a safe, positive learning environment. The related descriptor is: Learning environment; the teacher fosters and manages a safe and inclusive learning environment that takes into account: Physical, emotional, and intellectual well-being of students.

6. Using multiple student data elements to modify instruction and improve student learning. The related descriptor is: Assessment; the teacher uses multiple data elements (both formative and summative) to plan, inform and adjust instruction, and evaluate student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.
7. Communicating and collaborating with parents and school community. The related descriptor is: Families and community; the teacher communicates and collaborates with students, families and all educational stakeholders in an ethical and professional manner to promote student learning.

8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning. The related descriptor is: Professional practice; the teacher participates collaboratively in the educational community to improve instruction, advance the knowledge and practice of teaching as a profession, and ultimately impact student learning. Student growth data must be a substantial factor utilizing the OSPI approved student growth rubrics.

The following are examples of some items that may be used in the evaluation process. Others may be added later:

**Artifacts** such as lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning.

Teachers shall not be required to create artifacts specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

**Professional Contributions** such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc.

Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

**Impacts on Learning** such as student work samples and learning goals; district, school, and classroom assessment of students; student portfolios, both formative and summative student growth data, student projects, data walls, etc.
EVALUATION CRITERIA - COUNSELOR

1. Personal Characteristics

   a. Is alert and enthusiastic.
   b. Is professionally ethical.
   c. Is professionally involved.
   d. Is self-motivated.
   e. Has self-insight and self-understanding.
   f. Feels a sense of adequacy and worth.
   g. Is emotionally balanced.
   h. Relates easily to others.
   i. Is genuine.

2. Relationship with Pupils

   a. Is sensitive to youth.
   b. Demonstrates the willingness to accept and work with all counselors.
   c. Helps counselee relate, analyze, synthesize, and integrate his/her own characteristics, goals, and values to promote making responsible decisions.
   d. Allows and expects counselee to accept responsibility for decision-making and possible consequences.
   e. Demonstrates that primary responsibility is to the counselee.
   f. Motivates students to seek counseling.
   g. Has rapport with students.
   h. Is a facilitating agent.
   i. Respects the dignity and worth of the individual.
   j. Has a facilitative image among students.
   k. Helps pupils with personal as well as educational and vocational problems.
   l. Demonstrates understanding of the basic principles of human growth and development.
   m. Demonstrates awareness of personal and professional limitations and has ability and knowledge to make appropriate referrals.

3. Individual Assessment

   a. Demonstrates ability to synthesize and integrate testing and non-testing data.
   b. Demonstrates the ability to administer or to prepare others to administer district tests.
   c. Is aware of test limitations and practical applications.
d. Demonstrates ability to obtain needed appropriate comprehensive testing and non-testing data.

e. Demonstrates familiarity with local school district policies relevant to class placement.

f. Demonstrates ability to cooperate with parents, staff and students regarding placement of students.

4. Relationship with Parents

a. Is sensitive to parents.

b. Is cooperative with parents.

c. Attends to parental referrals.

d. Is available to parents.

e. Has a professional image among parents.

f. Provides parents with an opportunity to be heard.

g. Is conscientious in following through with parents.

5. Relationship with Teachers

a. Is sensitive to the role of the teacher.

b. Communicates easily with teachers.

c. Is a facilitating agent with teachers.

d. Is aware of the emotional demands of teaching.

e. Is receptive to teachers.

f. Has good rapport with instructional staff.

g. Attends to teacher referrals.


a. Is sensitive to the role of the administrator.

b. Has a professional rationale for his counseling approach.

c. Meets with the administrator regarding program development.

d. Communicates easily and effectively.

e. Functions effectively as a resource consultant.

f. Attends to administrative referrals.

g. Functions in a well-organized manner.

7. Professional Attitude and Activities

a. Is aware of research relevant to counseling.

b. Demonstrates ability to conduct, use, and interpret research pertinent to counseling.
c. Is sensitive to research findings.
d. Contributes to the profession.
e. Periodically evaluates own counseling skills.
f. Is aware of the art and science of counseling.
g. Has a professional balance between theory and practice.
h. Is professionally enthusiastic regarding his/her function.
i. Is perceptive of the counselor’s professional role.

8. Consultation and Coordination
a. Consults with members of the pupil personnel services staff to serve the
   general developmental needs of students.
b. Works with staff in planning and developing instructional strategies and
   curricular program.
c. Demonstrates ability to utilize case conferencing and staffing.
d. Assists teachers in the integration of appropriate counseling and guidance
   services into the classroom.

EVALUATION CRITERIA - LIBRARIAN

1. Media Role.
a. Selects media and equipment consistent with the District's selection policy
   and appropriate to the curriculum.
b. Selects a balance of media to meet a variety of learning styles and teaching
   strategies.
c. Maintains a well-organized learning resource center for effective use of
   media.
d. Provides maintenance for materials and equipment.
e. Develops and implements a program for the integration of materials and
   equipment into the learning experience.
f. Identifies needs for locally produced materials.
g. Relates services from the District level to meet building instructional needs.

2. Program Planning.
a. Creates a welcoming and comfortable atmosphere for students and teachers
   in the Learning Resources Center.
b. Directs aides, volunteers and student help with efficiency and understanding.
c. Develops program objectives and works toward their achievement.

3. Teaching.
a. Utilizes teaching techniques which are consistent with the selected
   objectives. Such techniques will:
(1) make provision for differences in ability among students;
(2) provide for the previous knowledge, abilities, and interests of the class;
(3) make effective use of instructional equipment, materials, and resource personnel;
(4) provide a variety of activities in keeping with the maturity and attention span of the students;
(5) implement lesson plans but permit flexibility.

b. Gives explanations, assignments, and directions clearly.
c. Makes reasonable and appropriate assignments.
d. Motivates students to develop acceptable work habits and study skills.
e. Helps students to develop acceptable work habits and study skills.
f. Evaluates daily lessons and units of study by assessing student achievement of objectives.
g. Provides guidance and assistance for students.

4. **Library Management and Discipline.**
   a. Establishes and maintains order and discipline in the library including:
      (1) quiet when appropriate;
      (2) attention to the librarian when instruction is being given;
      (3) students conforming to established rules.
   b. Shows consistency and fairness in dealing with student behavior.
c. Disciplines students in a firm but controlled manner.
d. Encourages students to develop courtesy, self-control, respect, and responsibility.
e. Enlists the assistance of counselors, vice-principal, principal and other supportive personnel when appropriate.
f. Assists in maintaining control and enforcing rules throughout the school.

5. **Pupil – Librarian Relations.**
   a. Develops rapport with the student as an individual in a professional manner.
b. Deals with personal information and communication in an ethical manner.

6. **Personal Qualities.**
   a. Meets responsibilities in a punctual and reliable manner.
b. Maintains a professional relationship with colleagues, administrators, and parents.
c. Accepts a fair share of extra-curricular activities.
EVALUATION REPORT (COUNSELOR)

NAME ____________________________  Type of Evaluation

SCHOOL ____________________________  90-Day

TEACHING ASSIGNMENT ________________  Other

(If less than full time specify)

It is my judgment, based upon adopted criteria, this teacher’s overall performance has
been ____________________________ during the evaluation period.

(satisfactory or unsatisfactory)

(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 durations indicated as follows:

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<thead>
<tr>
<th>CRITERIA</th>
<th>STRENGTHS; WEAKNESS; SUGGESTIONS FOR IMPROVEMENT</th>
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<td>(Comments must be made in each category)</td>
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<td>RELATIONSHIP WITH PUPILS</td>
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<td>INDIVIDUAL ASSESSMENT</td>
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<td>RELATIONSHIP WITH ADMINISTRATORS</td>
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<td>PROFESSIONAL ATTITUDES AND ACTIVITIES</td>
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<td>CONSULTATION AND COORDINATION</td>
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ADDITIONAL COMMENTS

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

______________________________  ____________________________
Date                              Teacher
EVALUATION REPORT (LIBRARIAN)

NAME__________________________ ___________ Annual

SCHOOL _________________________ ___________ 90-Day

TEACHING ASSIGNMENT_____________ ___________ Other

(If less than full time specify)

It is my judgment, based upon adopted criteria, this teacher’s overall performance has

been ______________________________ during the evaluation period.

(satisfactory or unsatisfactory)

(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 durations indicated as follows:

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<td>LIBRARY MANAGEMENT AND DISCIPLINE</td>
<td></td>
</tr>
<tr>
<td>PUPIL-LIBRARIAN RELATIONS</td>
<td></td>
</tr>
<tr>
<td>PERSONAL QUALITIES</td>
<td></td>
</tr>
</tbody>
</table>

ADDITIONAL COMMENTS

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

_____________________________ ______________________
Date Teacher
APPENDIX C:
180 Day Base Salary for Certificated Instructional Staff
For School Year 2019-20

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>BA</th>
<th>BA+15</th>
<th>BA+30</th>
<th>BA+45</th>
<th>BA+90</th>
<th>MA</th>
<th>MA+45</th>
<th>Ph.D.</th>
</tr>
</thead>
<tbody>
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<td>49,387</td>
<td>50,700</td>
<td>54,913</td>
<td>57,061</td>
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<td>63,054</td>
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<td>48,725</td>
<td>50,052</td>
<td>51,422</td>
<td>55,679</td>
<td>57,692</td>
<td>61,005</td>
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<td>58,313</td>
<td>61,621</td>
<td>64,348</td>
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<tr>
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<td>48,662</td>
<td>49,969</td>
<td>51,324</td>
<td>52,847</td>
<td>57,084</td>
<td>58,909</td>
<td>62,206</td>
<td>65,000</td>
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<td>50,633</td>
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<td>59,533</td>
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<td>63,478</td>
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<td>66,989</td>
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<td>53,286</td>
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<td>54,475</td>
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<td>62,035</td>
<td>65,385</td>
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<td>55,013</td>
<td>55,626</td>
<td>56,240</td>
<td>58,234</td>
<td>62,580</td>
<td>63,951</td>
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<td>70,434</td>
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<td>57,473</td>
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<td>69,402</td>
<td>72,579</td>
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<td>62,210</td>
<td>66,716</td>
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<td>71,499</td>
<td>74,781</td>
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<td>68,912</td>
<td>70,025</td>
<td>73,694</td>
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<td>72,204</td>
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<td>14</td>
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<td>76,784</td>
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<td>86,505</td>
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<tr>
<td>16 or more</td>
<td>79,323</td>
<td>80,311</td>
<td>84,484</td>
<td>88,234</td>
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</table>
### 180 Day Base Salary for Certificated Instructional Staff

**For School Year 2020-21**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>MA+90 OR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Education Experience</strong></td>
<td>47,749.000</td>
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<tr>
<td>Years</td>
<td>BA</td>
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<td>48,392</td>
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<td>49,635</td>
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<td>50,254</td>
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<td>5</td>
<td>52,524</td>
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<tr>
<td>6</td>
<td>53,183</td>
</tr>
<tr>
<td>7</td>
<td>54,352</td>
</tr>
<tr>
<td>8</td>
<td>56,113</td>
</tr>
<tr>
<td>9</td>
<td>58,622</td>
</tr>
<tr>
<td>10</td>
<td>61,194</td>
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<tr>
<td>11</td>
<td>65,593</td>
</tr>
<tr>
<td>12</td>
<td>67,664</td>
</tr>
<tr>
<td>13</td>
<td>74,945</td>
</tr>
<tr>
<td>14</td>
<td>77,312</td>
</tr>
<tr>
<td>15</td>
<td>79,324</td>
</tr>
<tr>
<td>16 or more</td>
<td>80,909</td>
</tr>
</tbody>
</table>

*Salary schedule represents 2% increase over the 19/20 Salary Schedule. Should IPD exceed 2% then IPD will be used and Salary Schedule recalculated accordingly.*
The following schedule for 2019/2020 is computed on a base of $38,750

<table>
<thead>
<tr>
<th>SCHOOL</th>
<th>Activity</th>
<th>Responsibilities</th>
<th>% of Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>THS</td>
<td>Senior Class Advisor</td>
<td>Advise class officers, monthly meetings, budgets, elections, dances, homecoming, prom, supervise fundraisers, spirit days, assist with graduation/senior activities</td>
<td>3.7%</td>
</tr>
<tr>
<td>THS</td>
<td>Junior Class Advisor</td>
<td>Advise class officers, monthly meetings, budgets, elections, dances, homecoming/prom, supervise fundraisers, spirit days</td>
<td>3.0%</td>
</tr>
<tr>
<td>THS</td>
<td>Sophomore Advisor</td>
<td>Advise class officers, monthly meetings, budgets, elections, dances, homecoming, prom, supervise fundraisers, spirit days</td>
<td>1.6%</td>
</tr>
<tr>
<td>THS</td>
<td>Freshman Advisor</td>
<td>Advise class officers, monthly meetings, budgets, elections, dances, homecoming, prom, supervise fundraisers, spirit days</td>
<td>1.6%</td>
</tr>
<tr>
<td>THS</td>
<td>Fall Drama Production</td>
<td>Direct fall drama production, script selection, auditions, schedule rehearsals and performances, coordinate backstage production tasks, costumes, organizing and managing ticket sales</td>
<td>7.3%</td>
</tr>
<tr>
<td>THS</td>
<td>Spring Drama Production</td>
<td>Direct spring drama production, script selection, auditions, schedule rehearsals and performances, coordinate backstage production tasks, costumes, organizing and managing ticket sales</td>
<td>7.3%</td>
</tr>
<tr>
<td>THS</td>
<td>Vocal Director</td>
<td>Coordinate at least two evening concerts (not combined with TMS), solo/ensemble contest, state competitions and community events</td>
<td>3.0%</td>
</tr>
<tr>
<td>THS</td>
<td>Club Advisors</td>
<td>Supervise Club activities, club officer elections, advise officers, hold monthly meetings, club fundraisers and events outside the school day.</td>
<td>1.0%</td>
</tr>
<tr>
<td>THS</td>
<td>Yearbook Advisor</td>
<td>Organize photo scheduling, take photos of school events, meet with publishing company, distribution plan, procuring yearbook advertising</td>
<td>8.5%</td>
</tr>
<tr>
<td>School</td>
<td>Position</td>
<td>Responsibilities</td>
<td>Percentage</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>THS</td>
<td>Knowledge Bowl Director</td>
<td>Organize, coordinate, and supervise knowledge bowl academic competition activities, schedule practices, transportation</td>
<td>7.3%</td>
</tr>
<tr>
<td>THS</td>
<td>Leadership Coordinator</td>
<td>Advise officers, monthly meetings, dances, supervise fundraisers, spirit days, yearbook BBQ, assemblies</td>
<td>4.4%</td>
</tr>
<tr>
<td>THS</td>
<td>ASB Advisor</td>
<td>Advise officers, monthly meetings, budgets, elections, supervise fundraisers, spirit days, WASC Attendance</td>
<td>8.5%</td>
</tr>
<tr>
<td>THS</td>
<td>Advisory Coordinator</td>
<td>Plan, create and disseminate advisory lessons in support of district goals and provide teacher training for any materials used; coordinate College and Career Fair and College Planning Day, organize and facilitate student conferences.</td>
<td>3.0%</td>
</tr>
<tr>
<td>THS</td>
<td>Advisory Committee</td>
<td>Meet as needed to contribute information and insight for their grade level and voice students' needs and wants; assist other grade-level advisors to understand and implement materials used in advisory lessons.</td>
<td>1.0%</td>
</tr>
<tr>
<td>THS</td>
<td>Honor Society Advisor</td>
<td>Advise officers, hold monthly meetings, supervise/coordinate initiation and community service projects</td>
<td>5.8%</td>
</tr>
<tr>
<td>THS</td>
<td>Jazz, Symphonic, Wind Ensemble Director</td>
<td>Coordinate rentals/repairs, evening concerts, solo/ensemble contest</td>
<td>4.2%</td>
</tr>
<tr>
<td>THS</td>
<td>Marching and Pep Band Director</td>
<td>Coordinate rentals/repairs, marching band events, all home football and basketball games.</td>
<td>7.5%</td>
</tr>
<tr>
<td>THS</td>
<td>School Activity Supervision</td>
<td>Monitor students and assist administrators during sporting events, dances, or other after school activities that may require additional supervision.</td>
<td></td>
</tr>
<tr>
<td>TMS</td>
<td>Band Director</td>
<td>Coordinate rentals/repairs, evening concerts, solo/ensemble contest</td>
<td>3.7%</td>
</tr>
<tr>
<td>TMS</td>
<td>Yearbook Advisor</td>
<td>Organize photo scheduling, take photos of after school events, meet with publishing company, distribution plan</td>
<td>5.0%</td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>TMS</td>
<td>Vocal Director</td>
<td>Coordinate two evening concerts, solo/ensemble contest (not to be combined with THS)</td>
<td>3.0%</td>
</tr>
<tr>
<td>TMS</td>
<td>Honor Society Advisor</td>
<td>Advise officers, monthly meetings, supervise initiation, community service project, yearly field trip</td>
<td>3.0%</td>
</tr>
<tr>
<td>TMS</td>
<td>Club Advisors</td>
<td>Supervise Club activities, hold monthly meetings and events outside the school day.</td>
<td>1.3%</td>
</tr>
<tr>
<td>TMS</td>
<td>ASB Coordinator</td>
<td>Advise officers, monthly meetings, budgets, elections, supervise fundraisers</td>
<td>2.3%</td>
</tr>
<tr>
<td>TMS</td>
<td>Outdoor Education Coordinator</td>
<td>Organize outdoor school activities, staff, students, and logistics</td>
<td>6.5%</td>
</tr>
<tr>
<td>TMS</td>
<td>Outdoor Education Assistant</td>
<td>Support OE Coordinator, participate fully in outdoor school activities, supervise students</td>
<td>1.5%</td>
</tr>
<tr>
<td>TMS</td>
<td>Knowledge Bowl Director</td>
<td>Organize, coordinate, and supervise knowledge bowl academic competition activities, schedule practices, transportation</td>
<td>3.0%</td>
</tr>
<tr>
<td>TES</td>
<td>Music Director</td>
<td>Three evening concerts (1 per grade level), school assemblies</td>
<td>2.3%</td>
</tr>
<tr>
<td>PES</td>
<td>Music Director</td>
<td>Two evening concerts (1 per grade level), school assemblies</td>
<td>1.6%</td>
</tr>
</tbody>
</table>
| All Schools | Activity Stipends | Facilitate co-curricular activities unique to the school which are limited in scope and require time spent outside contract day. (stipend dollar amount will be allocated to buildings by the district) | 1.0%  
1.6%  
2.3% |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>District</td>
<td>Mentor</td>
<td>Mentors will explain school culture, policies, regulations and procedures; share methods, materials and other resources; help solve problems in teaching and learning; provide personal and professional support; and guide the growth of the new teacher through reflection, collaboration, and shared inquiry</td>
<td>3.0%</td>
</tr>
<tr>
<td>District</td>
<td>Mentee</td>
<td>Mentees will utilize mentor support to understand school culture, policies, regulations and procedures; glean methods, materials and other resources; solve problems in teaching and learning; provide personal and professional support; and guide the growth of the new teacher through reflection, collaboration, and shared inquiry</td>
<td>1.6%</td>
</tr>
<tr>
<td>District</td>
<td>District Improvement Committee Member</td>
<td>Provide teacher leadership and training for District initiatives at the building level</td>
<td>4.4%</td>
</tr>
<tr>
<td>District</td>
<td>Building Leadership Team</td>
<td>Support building plan to implement District improvement efforts. Serve as a champion for the school’s plan and creating/maintaining a positive school culture. Provide a communication and feedback conduit for staff around any building issues.</td>
<td>2.3%</td>
</tr>
</tbody>
</table>

The base for the 2020/2021 school year will increase by 2% or IPD whichever is greater. At 2% the base will be $39,525.
APPENDIX E

JOB SHARE PARTICIPANT AGREEMENT

The employees whose signatures appear below agree to the conditions outlined in ARTICLE V Section 6 of this agreement.

School Year

__________________________________  ______________________________________
Job Share Partner                     Job Share Partner

Placement

The conditions as outlined in ARTICLE V Section 6 of the negotiated agreement have been read and are agreed to:

__________________________________  Superintendent
Date                                  

__________________________________  Employee
Date                                  