Collective Bargaining Agreement between

Lake Washington School District #414

&

Lake Washington Education Association

2023-2027

Effective August 11, 2023, through August 10, 2027

Lake Washington School District

Every Student Future Ready

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TRUST AGREEMENT

This Trust Agreement describes the principles upon which the Lake Washington School District No. 414 and the Lake Washington Education Association base our relationship, our mutual interests, and joint commitment to achieve these mutual interests. By creating this Agreement, we hereby commit to continuing a collaborative relationship that aspires to last beyond the tenure of those currently in leadership positions in our respective organizations.

PRINCIPLES OF THE RELATIONSHIP

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff, and community. We strive for a relationship that promotes success for our students, our schools, and our community by:

- Creating an atmosphere of mutual trust and respect;
- Nurturing a culture of collaboration;
- Respecting the finite resource of educator time;
- Recognizing limited financial resources;
- Recognizing individual talents and strengths;
- Increasing staff diversity;
- Encouraging innovations and risk-taking with a focus on improvement;
- Learning from failure;
- Building upon our successes;
- Providing opportunities for individual growth;
- Openly sharing information, knowledge, and experience; and
- Providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

MUTUAL INTERESTS

The Association and the District are committed to achieving the following mutual interests:

A. Support for the District Mission and Goals: The District's mission was developed through the combined interaction of community members and staff. We commit to operating in ways that help realize this mission for all learners.

B. Accountability for Quality and Performance: We commit to improve existing structures to increase the accountability of those participating in the school system. Educators, students, and parents share accountability for student performance, and the community is accountable for making available the resources needed to meet the learning needs of its families and their children.

C. Fiscal Responsibility: We have a joint responsibility to utilize resources effectively, maintain a balanced budget, and ensure resources are best used to help all members of the school system reach their potential.

D. Academic Achievement and Professional Responsibility: We commit to the development of structures to improve student academic achievement, to provide for training and support of our staff, to create structures that support educators in their workload, and to create compensation structures that recognize our teaching and teaching support staff as professionals.

E. **Involvement and Decision-Making:** We commit to our shared decision-making process and view it as a positive benefit for students, staff, and the community and we commit to supporting decisions that are made. We welcome parents and community members in the schools to observe, assist, and participate in the educational process.

F. **Individual Rights & Responsibilities:** The Association and the District acknowledge that we are working toward the ultimate goal of creating a system where the delineation of specific individual employee and District rights and responsibilities within our Agreements are reduced due to the presence of understood values, norms, and operating principles of the District and Association. To initiate this process, the following guidelines and principles will be utilized to acknowledge the unique responsibility the organizations have to the individuals who work within them:

- Staff will be treated with respect and dignity and will treat each other that way. Students, parents, and community members will be treated with respect and dignity.
- Learning is fostered and promoted in an atmosphere in which there is freedom to provide for the free and orderly flow and examination of ideas so that students may gain the skills to gather and synthesize information, discriminate between fact and opinion, discuss differing viewpoints, analyze problems, and draw conclusions.
- Staff will exercise professional judgment when presenting subject matter. Educators are expected to maintain a high professional standard of teaching and to employ the most effective teaching techniques to meet the District's mission.
- Staff have the responsibility to conduct themselves in a manner befitting the profession.

RELATIONSHIP OF THE TRUST AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT

The Trust Agreement is one part of the Collective Bargaining Agreement between the District and the Association. The Trust Agreement expands the traditional collective bargaining relationship between the District and the Association.

PREAMBLE DEFINITION: Preamble language holds the purpose to set context, explain, or describe values. The District and Association jointly agree preamble language is not enforceable contract language.

RELATIONSHIP OF THE TRUST AGREEMENT TO THE INDIVIDUAL EDUCATOR

The District and the Association recognize that educators are entrusted with the critical role of providing an inclusive, equitable, and supportive learning environment that fosters the academic, social, and emotional growth of every student. We jointly agree that educators are professionals who use their training, judgement, and experience to differentiate lessons, provide multiple entry points for classroom activities, create a sense of belonging, and cultivate classroom and school environments that accommodate and acknowledge the diverse experiences and unique needs of students. We, the members of the Association and District Administration, accept and welcome that responsibility while also acknowledging the complexity of the work necessary to demonstrate individual and collective ownership of each student's academic and social growth.

We jointly believe that, as frontline practitioners, educator's expertise and experiences are essential components in the identification, planning, and evaluation of professional growth activities. We acknowledge that, when educators are given voice and agency in their professional development, it empowers them to take ownership of their learning, fosters a sense of autonomy and self-efficacy, and ultimately leads to more effective teaching practices much like the same approach in classrooms leads to greater student achievement. When educators have a voice in their own professional learning, it enhances their overall satisfaction and commitment, leading to increased job satisfaction, an overall sense of well-being, and ultimately more equitable student learning outcomes. Recognizing and valuing educator voice and agency in professional development supports the growth and development of individual

educators and can have a profound impact on the quality of the student experience. The Trust Agreement between the LWEA and LWSD outlines the shared professional responsibility to ensure educators "employ the most effective teaching techniques to meet the District's mission" and do so in a manner that gives educators voice and agency in a collaborative, nurturing culture that encourages innovation.

RELATIONSHIP OF THE TRUST AGREEMENT TO DISTRICT PROGRAMS AND PRACTICES

We jointly agree that Lake Washington Schools must develop new programs and practices to navigate, grow, and succeed within a dynamic national, state, and local education environment. We affirm our joint belief that continuous adaptation and innovation are required to ensure our students graduate prepared for additional post high school education, the global workplace, and personal success. We also recognize that adaptation and innovation is necessary to ensure our District remains a highly desirable career option for aspiring educators, provides growth opportunities for existing certificated staff, and supports educator success. The District and the Association further agree that research demonstrates educator engagement, resiliency, and general job satisfaction are significant contributors to ensuring student achievement. The development of new programs and practices is a complex activity that has a significant impact on staff workload and an individual educator's ability to successfully meet the entire scope of their responsibilities. Therefore, the District and Association have a shared interest that new programs and practices are:

- meaningful and relevant to both students and staff.
- able to be implemented and sustained within the resources available.

We jointly agree that the work of developing programs and practices is best accomplished when that work is aligned with the principles of the Trust Agreement. When educators are engaged in decisions and collaborate with District administrators and each other, trust is deepened, and climate and culture improve. The commitment to collaboration and shared decision-making serves to acknowledge the value of the diverse perspectives, experiences, and identities that educators bring to any discussion regarding programs and practices. The commitment to collaboration and shared decision-making highlights an appreciation of the value of educator voice as a reliable source of frontline, classroom-based experience.

STATEMENT OF SHARED BELIEFS REGARDING DISTRICT PROGRAMS, PRACTICES, INITIATIVES, AND ADOPTIONS

The District and Association agree that Lake Washington Schools must develop new programs and practices, implement new technology initiatives, and adopt new curriculum to navigate, grow, and succeed within a dynamic national, state, and local education environment. We affirm our joint belief that continuous adaptation and innovation are required to ensure our students graduate prepared for additional post high school education, the global workplace, and personal success. We also recognize that adaptation and innovation is necessary to ensure LWSD remains a highly desirable career option for aspiring educators, provides growth opportunities for existing certificated staff and supports educator success. The District and the Association further agree that research demonstrates that educator engagement, resiliency, and general job satisfaction are significant contributors to ensuring student achievement.

The District and Association have a shared interest that new programs, practices, initiatives, and adoptions are achievable, meaningful, and relevant to both students and staff. We jointly agree to address these shared interests, the work of developing programs and practices is best accomplished when that work is aligned with the principles of the Trust Agreement. When teachers are engaged in decisions and collaborate with District administrators and each other, trust is deepened, and climate and culture improve. The commitment to

collaboration and shared decision-making serves to acknowledge the value of the diverse perspectives, experiences, and identities that educators bring to any discussion regarding programs and practices. The commitment to collaboration and shared decision-making highlights an appreciation of the value of educator voice as a reliable source of frontline, classroom-based experience in our individual schools and the District generally.

The District and Association acknowledge that the development of new programs and practices is a complex activity that has a significant impact on staff workload and individual educator's ability to successfully meet the entire scope of their responsibilities.

PREAMBLE

This Agreement is entered into by and between the Lake Washington School District No. 414, King County, Washington, hereinafter referred to as the "District" and the Lake Washington Education Association, hereinafter referred to as the "Association."

WITNESSETH

Whereas the parties to this Agreement are committed to a goal of quality education, and

Whereas, the parties have a statutory obligation, pursuant to the Education Employment Relations Act, to bargain with respect to wages, hours, terms, and conditions of employment, and

Whereas the parties have reached certain understanding which they desire to confirm in this Agreement, in consideration of the following mutual covenants, it is hereby agreed as follows:

DISTRIBUTION OF AGREEMENT

The District and the Association will make this Agreement available on their respective websites. Limited print copies will be provided to worksites and to the Association.

DEFINITIONS

District: The term "District" as used in this Agreement will mean the Lake Washington School District No. 414, King County, Washington.

Association: The term "Association" as used in this Agreement will mean the Lake Washington Education Association.

Employee, Educator or Teacher: The term "employee", “educator”, or "teacher" as used in this Agreement will mean those employees represented by the Association in the bargaining unit as defined in the Recognition Clause.

Immediate Family: The immediate family of an employee will be a spouse, registered domestic partner, parent, brother, sister, child (biological, adoptive, foster), grandparent or grandchild by blood, marriage, or legal adoption.

Household Anyone permanently residing in the employee’s residence.

Salary: Base salary, exclusive of other types and forms of compensation.

Substitute Teacher: Employees who are hired on an incidental basis for a short duration, usually to replace an individual out on an absence for a brief or unknown period of time, have substitute status.

ARTICLE 1 | RECOGNITION

SECTION 1.1 - REPRESENTATION

The District recognizes the Association as the exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment for all educational employees of the District, whether under contract or on leave. Such representation will also cover all educational employees assigned to reinstated or newly created positions, unless the

parties agree in advance that such positions are principally supervisory or administrative. Should the parties fail to agree, either side may appeal to the Public Employment Relations Commission.

SECTION 1.1.1 – SUBSTITUTES

Such representation will also include substitute teachers who:

A. Have worked a minimum of thirty (30) days for the District within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes, and
B. Are employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his/her regular assignment and will be replaced in such assignment for more than twenty (20) consecutive workdays.

These employees are covered by the following sections: Workday; sick leave-substitutes; student discipline; dues deductions; and any other section where substitutes are specifically mentioned.

Employees with substitute status shall receive the rate established by the District and Association (See Appendix C).

SECTION 1.2 – EXCLUSIONS

Representation by the Association will exclude the Superintendent, Deputy Superintendent, Associate Superintendents, Directors, Associate Directors, Administrators, Supervisory Employees, and all classified employees of the District.

ARTICLE 2 | STATUS OF THE AGREEMENT

SECTION 2.1

Once a tentative agreement on a collective bargaining agreement has been reached, such Agreement will become effective when ratified by the Association and approved by the Board and executed by authorized representatives thereof and may be amended or modified only with the mutual consent of the parties.

This Agreement will supersede any rules, regulation, policies, or resolution of the District that are contrary to or inconsistent with its expressed terms.

If any individual employee contract contains any language inconsistent with this Agreement, this Agreement will be controlling.

The District agrees that for the duration of this Agreement, it will take no unilateral action to affect the wages, hours, or terms and conditions of employment of bargaining unit members.

Any school or program requesting a waiver to any part of the collective bargaining agreement will follow the procedures outlined in Appendix M - Professional Learning Communities (PLCs).

ARTICLE 3 | CONFORMITY TO LAW

SECTION 3.1

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

If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

ARTICLE 4 | MAINTENANCE OF STANDARDS

SECTION 4.1

During the term of this Agreement the District will maintain those District Policies, Rules and Regulations and administrative interpretation(s) which directly affect employees' wages, hours, and terms and conditions of employment which are in effect on the effective date of this agreement unless such policies, rules and regulations and administrative interpretations are superseded by this Agreement, state or federal legislation, regulation, or other legal authority.

ARTICLE 5 | ASSOCIATION RIGHTS

SECTION 5.1

Upon fulfilling the prescribed District procedures, the Association will have the privilege of using District buildings for meetings held outside normal school hours.

SECTION 5.2

The Association will be permitted to transact official business on school property at reasonable times, provided that this will not interfere with or interrupt normal school operations and that usual school visiting procedures are followed.

SECTION 5.3

The Association will have the privilege of using District facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association agrees to reimburse the District for any school materials and supplies used and to pay a rental charge for the use of any facilities or equipment if applicable under prescribed District procedures.

SECTION 5.4

The Association will have the use of a bulletin board in each school building for posting the Association notices. A copy of any posted notice will be supplied to the principal. The Association agrees that Association notices posted on the bulletin board will be neither abusive nor libelous.

SECTION 5.5

The Association may use the District mail service, employee mailboxes, technology, and electronic mail in compliance with District policies and regulations for communications to employees.

SECTION 5.6

Upon reasonable request of the Association, the District will furnish information that is normally produced in the day-to-day operations of the District and is germane to their representation rights. The Association will pay costs of furnishing such material.

SECTION 5.7

The District will consider Association input when planning levy programs.

SECTION 5.8

Notwithstanding the above provisions, in the event the Association, its officers or agents, and/or members, engage in a strike, or work stoppage, any and all of the above provisions are cancelled, during the period of such activity. This provision shall not apply to the Association President while on leave.

SECTION 5.9

The rights granted in this article to the Association are afforded to the Association as the representative of employees covered under this agreement and will not be granted or extended to any competing employee organization seeking to represent said employees during the term of this Agreement.

ARTICLE 6 | DISTRICT RIGHTS

SECTION 6.1

Except as otherwise specifically limited by provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including but not limited to: the development, adoption, implementation, and enforcement of District policies, rules, regulations, and administrative interpretation involved in the implementation of those policies in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights.

It is expressly agreed by the Association that the enumeration of District rights in this article will not be deemed to exclude other District rights not specifically enumerated above.

ARTICLE 7 | DUES DEDUCTIONS AND REPRESENTATION FEES

SECTION 7.1

On or before September 15 of each school year, the Association will give written notice to the District of the dollar amount of dues required for membership in the Association, including required affiliate dues, which are to be deducted in the coming school year and transmitted to the Association.

SECTION 7.1.1

The deductions authorized above will be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June will have their deductions prorated at one twelfth (1/12) of the total annual amount for each month the employee is employed. The District shall remit all funds so deducted.

SECTION 7.1.2

The deductions authorized above for substitute teachers will be computed on a daily rate multiplied by the number of days worked each month. The District shall remit all funds so deducted accompanied by a list of substitute employees from whom the deductions were made.

SECTION 7.1.3

The Association shall reimburse any employee dues or representation fees deducted in excess of the total amount due to the Association at that time and provided that the Association or its affiliate actually received the excessive amount.

SECTION 7.2

Upon commencement of their employment, employees may sign and deliver an authorization form furnished by the Association. The form will authorize deduction of required membership dues of the Association. Such authorization will continue in effect from year to year, unless a request of revocation is submitted to the Association, signed by the employee, and received between August 1 and September 15 of the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with names of those employees who have joined the Association and paid its dues by means other than through payroll deduction.

SECTION 7.3

The Association will indemnify, defend, and hold the District harmless against any claims made against and any suit instituted against the District on account of this Article. The District and the Association agree that each party has and retains the right to seek, choose and use its own counsel to defend such suit, provided that the Association attorney will have primary responsibility for the suit and the Association will not be responsible for the fees of the District's attorney.

SECTION 7.4

In the event the Association, its officers, or agents, acting individually or in concert with others, engage in any strike or work stoppage in the District, the deduction of any payment of membership dues and representation fees made in accordance with this Agreement will be terminated forthwith by the District for the duration of such strike or work stoppage.

ARTICLE 8 | REQUIRED AND OTHER DEDUCTIONS

SECTION 8.1

The District will make such deductions from the employee's total compensation as required by law.

SECTION 8.2

Upon receipt of proper authorization from an employee the District will make such deductions from the employee's total compensation and make appropriate remittance to District approved plans or programs.

ARTICLE 9 | EMPLOYEE WORK YEAR

SECTION 9.1 – EMPLOYEE WORK YEAR

180 Student Days

SECTION 9.2 – LEARNING ENHANCEMENT/ACADEMIC PLANNING DAYS (LEAP)

8 Learning Enhancement/Academic Planning Days (LEAP)

188 total days

SECTION 9.2.1 – AUGUST LEAP

A minimum of 16 hours of Teacher Professional Work time will be allocated during August LEAP, five and half (5.5) hours of Teacher Professional Work time will be scheduled in a continuous block during August LEAP by each BLT. The other 10.5 hours will be decided collaboratively at the building level by the Building Leadership Team in blocks of no less than two (2) hours.

In addition, three and a half (3.5) hours shall be worked at the teacher's discretion for planning and preparation, in lieu of working three and a half (3.5) hours on the day before Thanksgiving.

One day during August leap will be designated as District directed, allowing for cross District collaborative efforts. This day will be determined the previous spring through the SPRG process in order for BLT to schedule the rest of the week.

"Other certificated educators" as defined by the PGE system, may be excused from training that is not applicable, and new teachers who have already received the trainings prior to August LEAP may also be excused.

SECTION 9.2.2 – WEDNESDAY LEAP

One and one-half (1 ½) hours of student early release for LEAP will be provided for each Wednesday of the school calendar unless the Wednesday falls on the first or last day of the school year. On those early release days, the remaining portion of the day (including teacher planning time after the typical student day) shall be teacher-directed time. The District Labor Management Team will develop an annual LEAP calendar. This calendar will be reviewed and modified on a yearly basis. The calendar will include the following number of days:

- 26 Teacher Professional Work days
- 10 Professional Learning days

Employees using annual leave during early release LEAP Wednesday will be responsible for the skills and knowledge covered in their absence.

Designated Group and Cross District LEAP Days: In advance to the start of the school year, DLM will designate four (4) group and cross District LEAP days. These days will be scheduled on designated Teacher Professional Work days for the following groups: counselors, library media specialists, OTs, PTs, SLPs, psychologists, elementary and secondary music, CTE teachers by subject area, Special Education teachers, ML, Safety Net, elementary PE, preschool teachers, and Quest. Cross District departments, grade levels, affinity groups, or other groups may elect to meet in cross District teams during these days but should not require attendance by the listed groups.

SECTION 9.2.3 – All-Day LEAP

A minimum of 2 hours will be designated as Teacher Professional Work time during each all day LEAP after the start of the school year. The final LEAP day of the year will be evenly split between Professional Learning and Teacher Professional Work time.

SECTION 9.2.4 – REMOTE LEAP

The District and association will use the District Labor Management process to examine possibilities for building based certificated staff to have periodic access to remote work on Teacher Professional work days currently afforded non-building based certificated staff through Administrative Policy 5214. District Labor Management will discuss the policy and make a recommendation to the Superintendent on possible revisions to the policy by the first Friday of October 2023.

SECTION 9.3 – RESPONSIBILITY CONTRACT

Each employee will receive a responsibility contract that outlines professional duties necessary for educators to perform outside their regular work day. This contract is divided into three areas:

- Learning Enhancement/Academic Planning Days (LEAP)
- Professional Responsibilities
- Technology Responsibilities: Skill Acquisition and Integration

Compensation for these responsibilities shall be in accordance with Appendix A2. Failure to meet the obligations of the responsibility contract may be subject to the provisions of Article 11, Progressive Discipline.

SECTION 9.4

The calendars are attached hereto and incorporated in Appendix E. The last day of school is subject to change in the case of inclement weather/emergency closures.

ARTICLE 10 | EMPLOYEE RIGHTS AND RESPONSIBLILITIES

SECTION 10.1

Pursuant to law, the parties agree that employees will have the right to self-organization to form, join or assist the Association and to bargain collectively through the Association.

SECTION 10.2

Employees will not be discriminated against with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, or of his/her institution of any grievance, complaint or proceeding under this Agreement. The provisions of this Agreement will be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, gender identity or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification.

SECTION 10.3

Nothing contained within this Agreement will be construed to deny or restrict to any employee rights he/she may have under the Revised Code of Washington, or the Constitution of Washington or the United States. The rights granted to employees hereunder will be deemed to be in addition to those provided elsewhere by law.

SECTION 10.4

Employees will be entitled to full rights of citizenship. Religious or political activities of the employee and the private and personal life of the employee will not be grounds for disciplinary action unless the District shows just and sufficient cause that such activities or private and personal life are harmful to the educational program or adversely impact the performance of assigned duties.

SECTION 10.5

Specific grounds forming the basis for formal disciplinary action will be made available to the employee and the Association in writing at least two (2) working days prior to such action. The employee, the District, and the Association may waive the two-day notice upon agreement.

SECTION 10.6

Complaints shall be called to the attention of the employee as soon as possible. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee or for evaluation purposes. Anonymous complaints may not be used for discipline or in evaluation, unless substantiated by an investigation.

SECTION 10.6.1

In an attempt to resolve problems at the lowest level, principals shall encourage parties making a complaint to discuss the issue(s) surrounding their complaint with the employee(s) involved.

SECTION 10.6.2

Prior to filing a complaint via the Patron Grievance process at the School Board level, individuals having a complaint must have made some effort to resolve complaints with the employee involved.

SECTION 10.7

Through the standard application process, substitute teachers in the bargaining unit may participate along with regular employees in District level professional development opportunities.

SECTION 10.8

No mechanical or electronic listening or recording device will be installed or used in any classroom or meeting without the expressed knowledge and permission of the people involved.

SECTION 10.9

Employees shall be responsible for the knowledge and skills necessary to carry out the District's established curriculum and program goals.

SECTION 10.10

By October 1 the principal will seek input from interested staff regarding the building budget. Principals will distribute finalized copies of the building budget, including carryover, using a standard format, and will hold a meeting to discuss the final budget with interested staff by November 15. When a building receives Federal and State CTE funding, those funds will be clearly defined in the budget.

SECTION 10.11

It is agreed that each building will have a plan in place for administrative assistance in the absence of the building administrator and that this plan will be shared with staff. Administrative coverage provided will not include the evaluation of other certificated staff members or issuance of any formal student discipline.

SECTION 10.12

The staff handbook at each building will contain a copy of the building decision making model.

SECTION 10.13

Employees shall have the right to appeal to the Director of Special Education or designee, the resources, assignment and/or programs for IEP and 504 students, and the resources, assignment, and/or program for students whose behavior continuously disrupts the educational process. If the employee is dissatisfied with the decision, the employee may appeal to the Superintendent or designee. The appeal process may be entered into only after exhausting processes at the local level (i.e., Guidance Team or Principal).

SECTION 10.13.1

A building and professional development training program related to Special Services will be provided yearly as outlined in Appendix P.

SECTION 10.14 – STUDENT GRADES

Teachers will be expected to maintain grades in a timely and regular manner to enable parents to view student progress throughout the school year via the District-adopted electronic grade book.

The District and the Association acknowledge that the evaluation of student work, including determination of and alignment of grading policies consistent with District policy and school or school department, or grade level decision making is a professional responsibility of the teacher. Schools may adopt common grading practices at the building, school department, or grade level following the appropriate building decision-

making process and in alignment with District policies. Should a dispute arise surrounding the grade given to a student, the following procedures will be utilized prior to any grade change taking place:

A. A request for a grade change must be in writing, citing the rationale for the request. A copy of the grade change request will be provided to the employee within two (2) days of receipt.
B. The building administrator will meet with the affected employee to discuss grading criteria, rubrics, and any other factors used to determine the grade(s) in question.
C. The building administrator will make a determination as to the validity of the request. Should the building administrator determine that the request for grade change has merit, the case will be moved forward. Should the building administrator determine that the request for grade change is without merit; the complaining party may use the patron grievance process or withdraw from the process.
D. Should the employee and building administrator disagree about the disposition of this matter, a panel, consisting of the affected employee, a building representative, the building administrator, and the building administrators' supervisor shall meet to discuss the matter fully. This panel shall attempt to make a decision about the grade change. Should the parties prove unable to make a decision or make a decision that is not acceptable to both parties, either party may appeal the decision of the group to the Superintendent or designee.
E. The decision of the Superintendent or designee shall be final and binding on all parties.

The building administrator shall make a good faith effort to contact the affected employee. Should the employee be unavailable, the appropriate building administrator, after consulting with their supervisor, will make a determination about changing a student's grade. If a grade change is made without the employee's consent, the administrator will acknowledge, in writing, responsibility for changing the grade. This written acknowledgement will be placed in the student's file and a written copy will be given to the employee, either personally or by e-mail. If the employee disagrees with the grade change, he/she may appeal to the Superintendent or designee.

SECTION 10.14.1 - PULL OUT QUEST

Each year the program director will provide Pull-Out Quest teachers information and direction on grading protocols before the end of LEAP week.

SECTION 10.15 – VISITORS

The District and the Association encourage parents and other school patrons to visit the schools and classrooms. Such visitations will be planned in advance with the principal and the employee. When possible, the employee will have the opportunity to confer with the classroom visitor before and after the visitation.

Visits to certain classes may be limited or not be permitted by District administration.

SECTION 10.16 – RELEASE FROM EMPLOYMENT

An educator under contract shall be released from the obligation of the contract upon request under the following conditions:

A. A letter of resignation is received in the Human Resource Office on or before June 30.
B. A letter of resignation is received in the Human Resource Office on or after July 1, when a satisfactory replacement can be obtained.
C. As approved by the Human Resources Director.

SECTION 10.17 – INTELLECTUAL PROPERTY

Materials created by educators on their own time and equipment will be the property of the educator. Any materials created on District time and/or equipment will be the property of the District.

SECTION 10.18 – SECONDARY MASTER SCHEDULE

Each building will have a collaborative process in place to solicit interests and input regarding the master schedule and teaching assignments for the following year.

SECTION 10.18.1 – COLLABORATIVE PROCESS

Educators will be provided with the following information:

A. The projected timeline, impacting factors, and process of collaboration before April 1.
B. The Protocol for individual staff to give input and feedback on the Master Schedule. This Protocol will be developed at the building level through the Department Chairs.
C. Regular updates on the process and the priorities being used.
D. Throughout the development of the master schedule department chairs, program leads (ML, SPED, Quest, etc.) and counselors will work with the principal to provide input and feedback on the master schedule.

SECTION 10.18.2 - LAST-MINUTE COURSE CHANGES

The master schedule draft will be made available to all educators before the last day of the school year. Any teacher who has their course(s) changed after the last day of school shall be notified in a timely manner to provide time to prepare.

Teachers whose course(s) are changed one week or less prior to the first day of LEAP week will be paid for an additional 2 hours at the timecard rate for each course necessitating new preps. This compensation has a limit of 7.5 hours for changes to more than 3 preps.

SECTION 10.19 - ELEMENTARY ASSIGNMENTS AND MASTER SCHEDULE

Each building will have a collaborative process in place to solicit interests and input regarding the schedule and teaching assignments for the following year. Tentative teaching assignments will be made available to all teachers before the last day of the school year.

SECTION 10.19.1 – COLLABORATIVE PROCESS

a. Building Principals will provide the following information to staff:
b. The projected timeline, impacting factors, and process of collaboration before April 1.
c. The Protocol for individual staff to request teaching assignments and give input and feedback on the Schedule.
d. Regular updates on the process and the priorities being used.

SECTION 10.19.2

Teachers whose grade level assignment is changed one week or less prior to the first day of LEAP week will be provided with 7.5 hours at the timecard rate.

ARTICLE 11 | PROGRESSIVE DISCIPLINE

SECTION 11.1

Employees will be disciplined or discharged for just and sufficient cause. Discipline will be corrective rather than punitive and will, except for serious offenses, follow a line of progression.

Except in serious offenses progressive discipline will include:

A. Discipline Level 1 Written Warning
B. Discipline Level 2 Written Reprimand
C. Discipline Level 3 Suspension
D. Discipline Level 4 Termination

SECTION 11.2

When a meeting is scheduled that may lead to formal discipline of an employee, such employee has the right to have a representative of the Association present, provided that this right will not be exercised to delay disciplinary proceedings. It is the employee's responsibility to notify the Association.

SECTION 11.3

In determining the discipline to apply, the District will consider:

A. The nature and seriousness of the offense.
B. The employee's past work record.

SECTION 11.4

Employees shall not be required to submit to a polygraph or lie detector device in any District investigation.

ARTICLE 12 | WORK DAY

SECTION 12.1

The employees' base workday within each building/unit will be seven and a half (7.5) hours exclusive of a thirty-minute (30) lunch period (Section 12.5). In addition, employees will be expected to fulfill the responsibilities outlined in the Responsibility Contract as referenced in Appendix A2.

SECTION 12.2

The amount of time required at each level for each school and/or building will be consistent as much as possible throughout the District.

SECTION 12.3 – SECONDARY SCHOOL DAY

Employees teaching in the secondary schools will be assigned not more than five (5) periods of instruction per day, exclusive of planning time, home room, and other similar times. Each secondary employee will have at least one (1) class period of planning time to be included within the regular student day.

SECTION 12.3.1

When possible, employees assigned to zero or seventh period classes shall be assigned a contiguous schedule. If a contiguous schedule is not possible, the employee will choose either (1) a free, unassigned period within the workday, or (2) an additional compensated period during the workday in which additional responsibilities shall be assigned by the administrator.

SECTION 12.3.2

The goal in scheduling is for teachers to have a maximum of three courses for preparation each semester. Teachers with more than three (3) courses for preparation in a semester will be paid a remedy of five hundred dollars ($500.00) per semester and shall receive one release day per semester for the purpose of planning. In lieu of the release day teachers may be compensated at the substitute teacher rate of pay.

SECTION 12.3.3

Staff workdays will be determined by each school's written decision-making model and revisited annually for the following year by the final Friday of the current school year. Certificated workday shall minimally include 15 minutes beyond the student day.

SECTION 12.4 – ELEMENTARY SCHOOL DAY

Employees teaching in elementary schools will be assigned no more than an average of five (5) hours of instruction per day.

SECTION 12.4.1

Elementary classroom teachers shall be provided one-hundred-fifty (150) minutes of planning time per week by music, P.E., and library media specialists. Other elementary bargaining unit members shall be provided these one-hundred-fifty (150) minutes through scheduling decisions.

SECTION 12.4.2

Each elementary teacher will receive an average two-hundred-fifty (250) minutes planning time per week per year. This elementary planning time will occur within the student day. Continuous blocks of time are preferable, and no blocks of time shall be less than twenty-five (25) minutes. Recess time shall only be considered as part of a planning time block if such period of time is uninterrupted by passing or travel time. Each building without a cafeteria will be allocated twelve-hundred dollars ($1,200) per elementary FTE teacher per year. Each building with a cafeteria will be allocated six-hundred dollars ($600) per elementary FTE teacher per year. Each building staff shall determine how this allocation is to be spent to provide for an additional one hundred (100) minutes, on average, planning time per FTE per week. Use of release time for planning time purposes shall only be considered if other alternatives are not possible.

SECTION 12.4.3

Pull-Out Quest teachers will meet with their assigned building administrator each year in order to:

- Identify guaranteed planning time
- Identify consistent and reliable teaching space
- Daily schedule including duty free lunch
- Communicate and plan for supports and building resources needed for POQ students

SECTION 12.4.4

Except during periods of inclement weather or an emergency, elementary teachers will not be assigned supervision of students before or after school; during the a.m., p.m., and noon recess; or during the loading and unloading of buses. Teachers may be required to supervise students during the students' lunch period.

SECTION 12.4.5

During periods of inclement weather when it becomes necessary to call a rainy-day recess, buildings will have written procedures in place. Such procedures will attempt to minimize assigning teachers for supervision.

SECTION 12.4.6

Staff workdays will be determined by each school's written decision-making model and revisited annually for the following year by the final Friday of the current school year. Certificated workday shall minimally include 15 minutes beyond the student day.

SECTION 12.5 – DUTY FREE LUNCH PERIOD

Employees will have a duty-free lunch period of thirty (30) continuous minutes per workday.

SECTION 12.6 – SPLIT ASSIGNMENT

Should a teacher be given a split teaching assignment requiring the employee to travel between buildings during their 7.5 hour workday and/or week, Human Resources Department will consult with building administrators and the employee regarding the time needed to transition between buildings including 30 minute duty free lunch, and when guaranteed planning time occurs. Meetings between impacted employee and principal shall be held by September 15. The employee may request an Association representative to attend this meeting. District and the Association will work together to define reasonable set up/clean up transition time by course type and determine consistent compensation for travel for teachers with split assignments. The District and Association will annually review the scheduled time needed to travel for split assignments. If a split assignment teacher requires set up/cleanup, they will have that time built into their schedule.

Individuals who have a split assignment are expected to attend one set of meetings required of other staff. Those individuals who teach a curriculum and who are directed to attend a particular meeting, such as Curriculum Night, in more than one (1) building will choose to be paid at their hourly rate or receive compensatory time, as mutually agreed upon by the individual and the administrator.

SECTION 12.6.1 – TRAVEL TIME

Employees who have a split assignment will have scheduled reasonable time, including packing and setting up for such travel. If the employee is scheduled to travel during his/her planning period, such employee will be paid for the planning time lost due to such travel. Split assignments, wherever possible, will be kept within the same learning community and/or neighboring schools.

SECTION 12.6.2 – EXTENDED WORKDAY

In cases involving extending the workday beyond contractual limits, the District shall adjust the workday. Additional time shall be paid at the educator’s per-diem rate. During any additional unassigned time, the educator shall be assigned to assignment-related tasks.

SECTION 12.6.3 - MILEAGE

Employees subject to this Agreement will receive a mileage reimbursement, at the IRS rate per mile, per vehicle, for authorized and approved travel when their personal car is used for such travel.

SECTION 12.7 – CHAIRPERSON RELEASE TIME

The District will provide each comprehensive high school five (5) periods per day to be given to the Math, Science, English, Social Studies, and Special Education Departments.

Comprehensive High Schools Department Chairs who do not receive a release period will receive a Department Chair Stipend. Department Chair positions shall correspond to graduation requirements (Arts, Fitness/Health, World Language, CTE, General Electives, Counseling Department).

Comprehensive High Schools will receive three (3) Staff Chairperson I stipends to be given for leadership positions as determined at the building level through the Building Decision-Making Model.

Choice High Schools ICS/Tesla Stem and Comprehensive Middle Schools will receive Department Chair Stipends for the Math, Science, English, Social Studies, Special Education, Health/Fitness Departments, and one (1) for General Electives.

Emerson will receive one (1) Department Chair Stipend.

If a building principal and staff wish to change the distribution and/or structure of academic stipends and/or release-time, they may do so by using the building decision making model.

SECTION 12.8 – COVERING CLASSES

SECTION 12.8.1

Whenever an employee is asked to cover classes by an administrator in an emergency because no substitute is available and if the employee loses planning time, the employee shall be compensated at the time card rate for the missed planning time.

SECTION 12.8.2

Each building's leadership team and principal will create a sub coverage plan for the predictable and equitable assignments of specialists and other staff to cover unfilled teacher absences. Each building will use their building Decision-Making Model to adopt the sub coverage plan. Sub coverage plans should include, indoor recess, missing sub, and smoke events. At the elementary level, specialists will include librarians, music, and PE teachers. The plan is to be created by October 1 of each year and will be revisited by building leadership team and principal to identify any necessary changes by Feb 1. In situations where there is no one else available, teachers may be pulled from professional development trainings in District to cover unfilled teacher positions at their own buildings. Use of teachers in their first or second year of teaching to cover unfilled teacher absences will be minimized to the extent possible.

SECTION 12.8.3

Elementary Coverage Plan

At the elementary level, librarians, music and PE teachers are the staff available to cover unfilled teacher absences. Counselors will not be a part of the regular building sub coverage plan except in emergency situations. An emergency situation is defined as: positions remaining unfilled after implementing the buildings sub coverage plan.

Special Education, Safety Net, Multi-Lingual teachers, and MTSS/Inclusion coaches will not be part of the regular building sub coverage plan except in emergency situations. Special education, safety net, MTSS/Inclusion coaches and Multi Lingual teachers may voluntarily agree to surrender their planning time to participate. The intent of the District and the association is that all certified staff participating in a building's coverage plan are compensated for the loss of planning time consistent with Section 12.8.1. Therefore, whenever special education, safety net, Multi-Lingual teachers, and MTSS/Inclusion coaches cover classes because no substitute is available, the employee shall be compensated for their missed planning time at the timecard rate. Special Education teachers may not use caseload management time (CMT) to provide sub coverage.

Elementary specialists will not be asked to cover multiple classes simultaneously except in response to an emergency. Should an elementary specialist be asked to cover multiple classes simultaneously, building administration will ensure that additional adult assistance (para-educator, instructional assistant, or other LWSD employee) is assigned to assist the impacted specialist when class size exceeds 130% of the elementary class size standards described in Section 13.1.1.

Secondary Coverage Plan

The Secondary coverage plan is to address the assignment of all staff when an unfilled teacher absence occurs. First year teachers (new to the profession), counselors, Special Education and Multi-Lingual teachers will not be part of the regular building sub coverage plan except in emergency situations. An emergency is defined as: positions remaining unfilled after implementing the building's sub coverage plan. Special Education teachers may not use caseload management time (CMT) to provide sub coverage. The intent of the District and the association is that all certified staff participating in a building's coverage plan are compensated for the loss of planning time consistent with Section 12.8.1. Therefore, whenever special education or ML teachers cover classes because no substitute is available, the employee shall be compensated for their missed planning time at the timecard rate. Whenever a secondary counselor is required by an administrator to cover a class, they will receive compensation for their time at the timecard rate.

SECTION 12.8.4

To address the impact of elementary P.E., Music and Librarian specialists needing to realign lesson plans for classes that are cancelled when they are required to serve as a substitute, such specialists will be compensated based on the following:

1 to 3 ½ hours of substituting	1 hour Timecard rate
Over 3 ½ hours of substituting	2 hours of Timecard rate

SECTION 12.9 – NEW CERTIFICATED EDUCATORS

The District and Association agree that the support of educators new to the profession is essential for their success. Every effort will be made to assure their participation in professional development offerings, especially those designed specifically for teachers new to the District. The success of beginning teachers should be considered as schedules and assignments are developed.

Each principal will set up monthly group check-ins with all teachers new to the profession, using the new teacher manual as a guide. The new teacher user manual will be updated to reflect current District programs, curriculums, practices, and technology. The building will decide a dedicated amount from the building budget for teachers new to the profession to help purchase supplies and materials.

Educators new to the District will receive one release day in their first year, to be used for grading, lesson planning, or learning walks at a location of their choice. Educators new to the profession will not be required to participate in a committee or club their first two years.

Starting the 2024-2025 school year, educators new to the District will be offered additional learning beyond the mandatory training on workplace harassment or racism. District will create opportunities for new educators from historically marginalized backgrounds to communicate and collaborate with each other.

Should a campus have educators new to the District, starting the 2024-2025 school year, each campus shall have a new teacher liaison position selected from existing staff. The role of the new teacher liaison, which is distinct and different from NTSP mentors, will be to assist new educators with questions on building processes and procedures, to actively check in with new educators in building, and to foster a connection within their building. The building admin will seek volunteers for the new teacher liaison position. New teacher liaisons need to be proficient or higher and in the same grade band or subject area if possible. New teacher liaisons will receive a $500 stipend each year.

SECTION 12.9.1 NEW ELEMENTARY TEACHER ASSIGNMENTS

Teachers in their first and second year of teaching shall not be assigned split classes. Exceptions must be approved by the Association and the District through the Labor Management process.

SECTION 12.9.2

Secondary teachers with years 0 and 1 of experience shall not be assigned more than two (2) courses for preparation. Teachers who are assigned two (2) language arts/social studies or two (2) math/science blocks at the same grade level may be assigned an additional class to equal 1.0 FTE. Exceptions to the two-course limit will be the hiring of teachers in specialty areas such as, but not limited to, world language or career/technical education who would not be offered a full-time contract unless they are assigned to more than two (2) courses for preparation. The total number of course preparations will be kept to the lowest number possible. Other exceptions must be approved by the Association and the District through the Labor Management process.

If more than two (2) preps are assigned, the affected teacher will meet with the principal and department chair to identify appropriate supports.

SECTION 12.9.3

Teachers with zero (0) years' experience will not be assigned to a portable unless the team or program in which the new teacher is assigned already resides within the portable.

If a zero (0) year teacher is hired after August 15 causing a veteran teacher to be moved to a portable, the following process will be used:

- Principal informs affected staff
- Principal asks for volunteers
- If no one volunteers, the Principal shall decide which teacher will be displaced.
- Teachers who are moved to a portable as a result of this provision shall be provided two and one-half (2.5) days' timecard rate salary for transitioning to a new location.

Secondary teachers with zero (0) years' experience will not have to move classrooms more than two (2) times per day. Priority will be given to instruction over planning in room assignments. Exceptions must be approved by the Association and the District through the Labor Management process.

SECTION 12.10 – EMERGENCY LATE STARTS AND CLOSURES

A. All schools follow the same calendar. This includes all District-wide emergency events requiring late starts and District closures. Communication of such events will be maintained by the District through its

web presence. The District will follow and communicate public health guidance protocol related to air quality and smoke events to the Association and its members.

B. The Association and District agree that in the event the District determines the need to delay the start of school educators are to report one (1) hour before the newly announced start time.

C. The Association and District also recognize that there is an interest to make sure that all staff and students have safe and secure learning and teaching environments. Furthermore, to have the least amount of disruption, there may be times when it is necessary to close schools on a case-by-case basis. When these closures occur, it will be decided at the time of closure if that day will need to be made up by the staff and students. Should the day not be made up at a later date, educators will be expected to complete their professional responsibilities at a location determined by the educator.

D. Staff reporting to work on a day when District-wide school closures are announced late (after 5:30 a.m. for middle school, 6:00 am high school and transition academy, and after 6:30 a.m. for elementary and preschool shall be paid two (2) hours at their hourly timecard rate. Staff members who are asked by an administrator to remain and supervise students shall be paid their hourly per diem rate for the actual time spent with students; minimum payment shall be for no less than three (3) hours supervision up to seven (7) hours.

E. When these emergency schedule changes occur, scheduled leaves will be processed as previously requested.

F. After unique emergency events, District Labor Management will confer and advise.

G. The Association and District agree that in the event the District determines the need to delay the start of school educators are to report one (1) hour before the newly announced start time.

H. Staff reporting to work on a day when school closures are announced late (after 5:30 a.m. for secondary and transition academy and after 6:30 a.m. for elementary and preschool) shall be paid two (2) hours at their hourly timecard rate. Staff members who are asked by an administrator to remain and supervise students shall be paid their hourly per diem rate for the actual time spent with students; minimum payment shall be for no less than three (3) hours supervision up to seven (7) hours.

I. When these emergency schedule changes occur, scheduled leaves will be processed as previously requested.

ARTICLE 13 | CLASS SIZE/CASE LOAD

SECTION 13.1 – ELEMENTARY CLASS SIZE

The District and the Association agree that class size will be maintained to meet the following standards:

SECTION 13.1.1

The District and the Association agree that class size will be maintained to meet the following standards:

- Classes in grades K-1 should not exceed 24 students.
- Classes in grades 2-3 should not exceed 26 students.
- Classes in grades 4-5 should not exceed 28 students.
- Split classes in grades K-3 should not exceed 25 students.
- Split classes of grades 3-4 should not exceed 26 students.
- Split classes in grades 4-5 should not exceed 27 students.

All split classes formed to balance student enrollment, including full-time Quest classes, shall be provided the first level remedy outlined in Section 13.1.2. Split classes formed to implement building or team program decisions shall not be provided this remedy. Classes

formed to avoid a split class and full-time Quest classes will qualify for large class remedies if they exceed the numbers above.

In consultation with the principal, grade level peers and the teacher of the elementary split/combination classroom can meet to create a shared-responsibility, dual grade collaborative instructional plan to address grade level curriculum requirements.

When possible, students will be assigned in a manner that results in an equitable apportionment of IEP and 504 plans among general education teachers at each school, with special consideration for each student in order to meet individual student needs.

SECTION 13.1.2

Should classes exceed the above numbers on the first school day of October, December, February, or April the following remedies will apply:

		October	December	February	April
	Prorated %	25%	20%	25%	30%
	Amount:				
Level 1	1-2 additional students	$1,000	$ 800	$1,000	$1,200
Level 2	3-4 additional students	$2,000	$1,600	$2,000	$2,400
Level 3	5-7 additional students	A .2 prorated super contract will be issued in lieu of remedies. Proration will occur based on the remedy count date listed above.			

SECTION 13.1.3 – KINDERGARTEN TEACHER SUPPORT

Section 13.1.3.1

All-day kindergarten teachers shall receive one (1) extended day.

Section 13.1.3.2

Kindergarten teachers will have three (3) days without students for the purpose of Family Connection meetings. Additional time beyond Family Connections requirements on these days will be used to conduct one-on-one assessments.

Section 13.1.3.3

Teachers will be paid up to eighteen (18) hours timecard rate for scoring and inputting data into the online system.

Section 13.1.3.4

Teachers new to teaching kindergarten who need certification in order to administer WA Kids assessment will be provided paid training at timecard rate.

SECTION 13.1.4 – ELEMENTARY PE AND MUSIC SPECIALISTS

Section 13.1.4.1 – ELEMENTARY PE AND MUSIC REMEDIES

Elementary PE and music specialists shall not be assigned more than forty (40) sections per week. PE Specialists will include Adaptive PE within their forty (40) sections. PE and music specialists will receive one (1) fifteen (15)-minute break per day. At least three (3) and up to five (5) minutes will be scheduled for passing time between classes. Increases above three (3) minute passing time shall not reduce the number of sections assigned

to a specialist per FTE. Should elementary PE and/or music specialists be scheduled more than forty (40) sections per week, they will be paid one-half (1/2) hour at time card rate per section per week. This payment will be pro-rated based on the number of weeks the scheduled section(s) is over the forty (40) section limit per week. Should an Elementary PE or Music specialist be assigned 44 sections or more, such caseload will be brought to District Labor Management to discuss the workload remedy.

Elementary PE and music specialists will receive class size remedies consistent with the class size determination for general education classes (see 13.1.1). The remedies are for classes that exceed the defined class size numbers and are found in the table below.

Remedies will be calculated on the first school day of October, December, February, and April.

		October	December	February	April
	Prorated %	25%	20%	25%	30%
	Amount:				
Level 1	1-3 class sections, 10%	$100	$80	$100	$120
Level 2	4-6 class sections, 20%	$200	$160	$200	$240
Level 3	7-10 class sections, 30%	300	$240	$300	$360

Section 13.1.4.2 - ELEMENTARY PE AND MUSIC SCHEDULING

When more than one (1) elementary PE or more than one (1) music specialist is scheduled to teach simultaneously at the same school site, sufficient instructional materials and resources shall be made available.

At least once a year, the principal and the elementary music and pe teachers shall work together to create a plan and/or schedule for after school events, such as concerts and performances. The plan will be in alignment with District expectations. During the 2023-2024 school year the District will consult with the leads and create a set of clear expectations, responsibilities, and compensation for elementary specialists. Beginning the 2024- 2025 school year for programs and performances outside of these expectations the building budgets may be used to compensate teachers.

Elementary PE or music specialists moving from classroom to classroom within a building shall have reasonable transition time, determined by the location of classrooms and instructional materials, built into the schedule as determined by the specialist and principal.

Elementary PE and music specialists, including itinerant specialists, will review the schedule and resources with the principal in October and January to address scheduling and resource issues.

The elementary PE specialist and the principal will create a plan for safely including all students in PE.

When there is a student support meeting, including guidance team or an IEP meeting, elementary specialists will be notified to allow them the opportunity to participate.

For PE equipment costs use process in section 10.10 to request additional funds.

Section 13.1.4.3 ITINERANT

A building administrator will work with the itinerant and the non-itinerant PE or music teacher to ensure collaboration around planning and instruction is possible. Building administrators and itinerants will meet to identify a reliably consistent and safe teaching space. When multiple itinerants of the same type are at the same building there will be sufficient materials and resources provided to each teacher. Should a concern arise the teacher should follow 27.2 of the contract. As possible, schools will have music and PE specialists assigned to the same schools. Elementary specialists who are reassigned or their building placement is changed, during or after LEAP week, will be compensated for three hours at the timecard rate.

Section 13.1.4.4 – ELEMENTARY PE AND MUSIC SPECIALIST LEADS

District selected leaders for elementary PE and music will receive a leadership stipend.

The District will consult with the leads and create a set of clear expectations and responsibilities for elementary specialists.

SECTION 13.1.5 – ELEMENTARY LIBRARY MEDIA SPECIALIST STAFFING, RESOURCES, AND SUPPORTS

1.0 FTE library media specialists will be assigned per building. Elementary library media specialists shall receive at least one half (½) hour of clerical time per one hundred (100) students per day, or the appropriate remedies identified in Section 13.1.5.1, whichever is greater. Elementary library media specialists shall receive at least two (2) hours of clerical time per day. Using current budget review processes and timelines at the building and District level, priorities will be identified annually for the purpose of updating library resources and collections to support student achievement based on each building's School Improvement Plan (SIP).

Fifteen (15) hours of IA time will be allocated to each elementary building for the purpose of textbook management. Decisions about the use of these hours are made at the building level and can be converted to a stipend, using the building-based decision-making process.

For Librarians seeking materials/books refer to section 10.10.

Through the SPRG process the District and Association will use an equity lens to review concerns regarding library funding.

Section 13.1.5.1

When an elementary library program exceeds twenty (20) formal classes per week, the library media specialist will receive one-half (1/2) hour of instructional assistant time per day for each class beyond twenty (20). This shall include all classes, kindergarten through fifth grade.

Section 13.1.5.1.1

Elementary library media specialists who have instructional responsibilities for twenty-five (25) or more sections will have the option to convert IA remedies (IA time above twenty [20] sections) into an equivalent amount of certificated library media specialist FTE.

Section 13.1.5.2

Elementary library media specialists teaching less than twenty (20) formal classes per week will be assigned additional duties related to the School Improvement Plan (SIP) plan to fill up to the equivalent of twenty (20) sections. Building principals will collaborate with the

library media specialist to determine the scope of the responsibilities related to the balance of instructional duties up to twenty (20) sections.

Section 13.1.5.3

Elementary library media specialists in large schools (more than 650 students) shall receive an additional one half (½) hour of aide time for every fifty (50) students when numbers exceed six-hundred-fifty (650).

For example:

651-700 students 3.5 hours current contract + 0.5 hours

701-750 students 3.5 hours current contract + 1.0 hours

751-800 students 4.0 hours current contract + 1.5 hours

801-850 students 4.0 hours current contract + 2.0 hours

Section 13.1.5.4

Elementary library media specialists will receive class size remedies consistent with the class size determination for general education classes (see 13.1.1) that can be taken in either compensation or instructional materials. The remedies are for classes that exceed the defined class size numbers and are found in the table below.

		October	**December**	**February**	**April**
	Prorated %	**25%**	**20%**	**25%**	**30%**
	Amount:				
Level 1	1-3 class sections, 10%	$100	$80	$100	$120
Level 2	4-6 class sections, 20%	$200	$160	$200	$240
Level 3	7-10 class sections, 30%	$300	$240	$300	$360

Remedies will be calculated on the first school day of October, December, February, and April.

Section 13.1.5.5

All library media specialists will be provided seven (7) extended days per FTE in their employment contract. Two (2) of these days are scheduled in August prior to the LEAP days; two (2) are scheduled in June after the last day of school; and three (3) are scheduled at the discretion of the library media specialists.

Section 13.1.5.6

Library Media Specialist Lead - District selected leaders for elementary library media specialists will receive a leadership stipend.

SECTION 13.1.6 – ELEMENTARY COUNSELORS

- **2023-2024 School Year** 1.0 FTE Elementary Counselor will be assigned per building. Elementary choice schools not on the campus of another elementary school will be provided with .1 FTE elementary counselor.
- **2024-2025 School Year** Every comprehensive elementary school will have a minimum 1.0 FTE allocation. Elementary counselors shall have a ratio of 1:500 full-time equivalent students, grades K-5. FTE for elementary counselors will be assigned in .2

increments. Elementary choice schools not on the campus of another elementary school will be allocated in .1 FTE increments.

- Elementary schools that have a free and reduced lunch population of 20% or more will receive an additional .2 FTE elementary counselor.

Section 13.1.6.1

All elementary counselors will be provided three (3) extended days per FTE in their employment contract.

Section 13.1.6.2

The Comprehensive School Counseling Program shall be reviewed and updated annually by the Student Services department in collaboration with school counselors.

- The CSCP shall include clearly defined roles and responsibilities of counselors.
- The District shall conduct a twice yearly time study of counselors to ensure their roles follow the 80:20 CSCP guidance.
- By 2024-2025 school year the District shall provide access to resources for counselors, including tier two interventions.
- Through the CSCP group, the District shall collect input from counselors on their needs and interests around professional learning opportunities.

SECTION 13.2 – ADDITIONAL ELEMENTARY COMPENSATION

SECTION 13.2.1 - ELEMENTARY CONFERENCES AND FAMILY CONNECTION MEETINGS

Elementary conferences shall occur two (2) times annually. For all official conferences between teachers and families, students are encouraged to attend. Families will be provided with the option of meeting remotely or in person. Scheduling will occur using District-approved communication tools, with the timeline for communication determined using the building decision-making model.

SECTION 13.2.2 - BEGINNING OF THE YEAR CONFERENCES

Three half days for students will be scheduled during the first three days of school to conduct conferences for students in grades 1-5. These conferences are to establish connections with students and families.

SECTION 13.2.3 - ELEMENTARY MID-YEAR CONFERENCES

Three half days for students will be scheduled to provide time for mid-year conferences.

Mid-year conferences will occur within two weeks following the elementary report card due date and will focus on student progress and continued connections with students and families.

SECTION 13.2.4 - KINDERGARTEN CONFERENCES

Kindergarten teachers will conduct Family Connection meetings at the beginning of the school year in alignment with section 13.2.2 of the contract. Kindergarten teachers will conduct mid-year conferences in alignment with grades 1-5 teachers.

SECTION 13.2.5 – ELEMENTARY CONFERENCE PAY

Three (3) half-days will be set aside each fall and each winter for the purpose of elementary conferencing. Any regular classroom teacher whose class load is greater than twenty-one (21)

students will be paid one half (½) hour timecard rate for each student above the twenty-one (21) conference limit.

SECTION 13.2.6 – SPECIAL EDUCATION CONFERENCES

Elementary Special Education teachers may attend Family Connection meetings and student conferences during each conference period in alignment with their caseload. Elementary Special Education teachers will select the conferences they will attend.

SECTION 13.2.7 – CHANGE OF CLASSROOMS

Elementary teachers who are required to move classrooms two (2) years in a row will receive one (1) day pay at the timecard rate. When possible, the teacher will be given two (2) weeks' notice of such required move.

SECTION 13.3 – SECONDARY CLASS SIZE

The District and the Association agree that class size will be maintained to meet the following standards. The following class loads shall be maintained:

- Classes in grades 6-8 should not exceed 30 students.
- Classes in grades 9-12 should not exceed 32 students.

SECTION 13.3.1

The daily load for teachers of grades 6-8 shall not exceed one-hundred fifty (150) students. The daily load for teachers of grades 9-12 shall not exceed one-hundred fifty-five (155) students. Exceptions must be approved by the Labor Management process. Full remedies in Section 13.3.4 will be applied retroactively.

SECTION 13.3.2

Each middle and high school building shall receive thirty (30) minutes per FTE classroom teacher per week of assistant time. This time may be used for instructional assistants, theme readers, or other direct help to relieve work load as determined annually by building staff.

Individual secondary teachers may choose to exceed the class loads for specific periods without triggering remedies in order to have smaller numbers in other periods, as long as their total contractual daily load limit is not exceeded.

When possible, students will be assigned in a manner that results in an equitable apportionment of IEPs, 504 plans, and ML needs among general education teachers at each school, with special consideration for each student in order to meet individual student needs.

Buildings will develop a process to review individual teacher concerns regarding equitable distribution of students. In the event that a teacher has concerns about class composition, a meeting with the administrator and teacher will take place to review the supports needed.

SECTION 13.3.3 – SECONDARY HOMEROOM/INTERVENTION ROOM

Homeroom/intervention room class totals will be excluded from the total daily class load for secondary teachers, provided the teacher does not have preparation or grade reporting responsibilities for these classes.

SECTION 13.3.4 – SECONDARY CLASSROOM TEACHER REMEDIES

Should classes exceed the above numbers in Section 13.3 on the first school day of October, December, February, or April the following remedies will apply:

		October	December	February	April
	Prorated %	25%	20%	25%	30%
	Amount:				
Level 1	1-3 additional students	$200	$160	$200	$240
Level 2	4-6 additional students	$500	$400	$500	$600
Level 3	7-9 additional students	$875	$700	$875	$1050

Every effort will be made to not assign teachers to more than two (2) teaching spaces per day. If teachers are assigned more than two (2), the teacher may request to meet with their administrator to mitigate the impact of such moves.

SECTION 13.3.5 – SECONDARY PHYSICAL EDUCATION CLASSES

Every effort will be made at each building to schedule balanced classes, both in sizes and equitable apportionment of students on IEPs and 504s, throughout the day. Physical Education classes should not exceed thirty-five (35) students. The secondary remedies above shall apply to physical education classes that exceed thirty-five (35) students. The daily load for teachers of physical education classes shall not exceed one-hundred-sixty (160) students.

Section 13.3.5.1

Building administrators and secondary Physical Educators shall collaboratively address concerns about impact to instructional space due to District and/or building use.

Regarding outside partners usage of instructional space, reference section 27.2 to address concerns.

Section 13.3.5.2 LOCKER ROOM SUPERVISION

Building administrators and secondary Physical Educators shall collaboratively work to plan locker room supervision and coverage for the year. Annually, the Association and the District will review locker room supervision requirements pertaining to certificated staff.

SECTION 13.3.6 – SECONDARY MUSIC EDUCATION

Neither class size nor daily load shall apply to music classes. Secondary music teachers shall receive forty (40) hours of clerical time per year when their daily class load exceeds one-hundred-sixty (160) students.

Class size for band and orchestra may be limited to room capacity. The building administrator and secondary music educator shall collaboratively plan appropriate building use annually.

Teachers may instead choose the monetary equivalent of an applicable remedy to be used for:

- Salary compensation
- Purchase of instructional materials, which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher.
- Creative options for use of funds generated by remedies within a building must be approved by the principal and the staff receiving the remedies.

Section 13.3.6.1 – SECONDARY MUSIC SPECIALISTS LEADS

District selected leaders for secondary music will receive a leadership stipend. Leads will collaborate with the District annually to identify expectations for performances. These expectations shall be communicated to all secondary music educators.

Section 13.3.6.2

The District and the Association recognize that providing evening programs is a valuable component of a secondary school orchestra program. Therefore, for each separate orchestra, staff will receive one (1) full orchestra stipend.

If two (2) secondary schools have one (1) combined orchestra, staff will be compensated with one (1) stipend.

If an educator's students are participating in a District sanctioned event, they are expected to supervise their students.

Performing arts educators will attend an annual review of the ASB processes.

SECTION 13.3.7 – SECONDARY COUNSELORS

For the 2023-2024 school year, Middle School counselors will have a ratio of 1:350 full-time equivalent students, grades 6-8. High school counselors will have a ratio of 1:300 full-time equivalent students, grades 9-12. FTE for secondary counselors will be assigned in .5 increments. FTE for secondary choice schools will be allocated in .1 increments.

Starting the 2024-2025 school year, Middle school counselors will have a ratio of 1:315 full-time equivalent students, grades 6-8. High school counselors will have a ratio of 1:240 full-time equivalent students, grades 9-12. FTE for secondary counselors will be assigned in .5 increments. FTE for secondary choice schools will be allocated in .1 increments.

Section 13.3.7.1

All Secondary counselors will be provided with nine (9) extended days per FTE in their employment contract. Three (3) of these days are scheduled in August prior to the LEAP days; and six (6) will be scheduled collaboratively at the building level between building administration and the counseling department. The plan for the use of the days for the upcoming school year will be done in June. Once a year secondary counselors may, in consultation with their building administrator, use one (1) extended day to work off site to perform professional responsibilities.

Section 13.3.7.2

The Comprehensive School Counseling Program shall be reviewed and updated annually by the Student Services department in collaboration with school counselors.

- The CSCP shall include clearly defined roles and responsibilities of counselors.
- The District shall conduct a twice yearly time study of counselors to ensure their roles follow the 80:20 CSCP guidance.
- By 2024-2025 school year, the District shall provide access to resources for counselors, including tier two interventions.
- Through the CSCP group, the District shall collect input from counselors on their needs and interests around professional learning opportunities.
- **Starting the 2024-2025 school year,** a pool of 500 hours of clerical support will be created to support high school counselors with HSB duties annually. The District will determine and communicate a formula for the equitable allocation of these hours to high schools.

At least twice a year the District shall bring together affinity counselor groups for collaborative time.

SECTION 13.7.3

For the 2023-2024 school year only: The allowable percentage of Running Start funds allocated by the state and retained by the District will be given to each high school building based on the average number of students enrolled in the program each collegiate quarter. Counselors will receive a stipend on a collegiate quarterly basis proportional to the number of Running Start students they are serving that quarter. Ten percent (10%) of funds distributed to buildings for Running Start shall be reserved to provide clerical support within the Counseling Department for the purpose of entering quarterly college grade reports onto the high school transcript and processing Running Start verification forms.

Starting the 2024-2025 school year: Ten percent (10%) of the allowable percentage of Running Start funds allocated by the state and retained by the District shall be distributed to each high school building based on the average number of students enrolled in the program each collegiate quarter to provide clerical support within the Counseling Department for the purpose of entering quarterly college grade reports onto the high school transcript and processing Running Start verification forms.

SECTION 13.3.8 – SECONDARY LIBRARY MEDIA SPECIALISTS

1.0 FTE library media specialist will be assigned per building. Secondary library media specialists shall receive at least one (1) hour of clerical time per 100 students per day. Using current budget review processes and timelines at the building and District level, priorities will be identified annually for the purpose of updating library resources and collections in order to support student achievement based on each building's School Improvement Plan (SIP).

Section 13.3.8.1

All Secondary library media specialists will be provided seven (7) extended days per FTE in their employment contract. Two (2) of these days are scheduled in August prior to the LEAP days; two (2) are scheduled in June after the last day of school; and three (3) are scheduled at the discretion of the library media specialist.

Section 13.3.8.2 – LIBRARY MEDIA SPECIALISTS LEADS

District selected leaders for secondary library media specialists will receive a leadership stipend.

SECTION 13.3.9 – CAREER AND TECHNICAL EDUCATION TEACHERS (CTE)

When a CTE teacher is asked to teach a specific course curriculum that requires training, such teacher will be compensated at the timecard rate for participation in training that occurs outside of the workday.

Building Administrators shall lead an annual review of the CTE budget and reimbursement process with the CTE department using the timeline outlined in section 10.10.

SECTION 13.3.10 ACTIVITY COORDINATOR

The District will coordinate opportunities for Activity Coordinators to collaborate with job alike peers.

The District will communicate a clear outline of the roles and responsibilities of Activity Coordinators.

The District will first offer vacant Activity Coordinator positions to LWEA bargaining unit members before positing for other candidates.

Comprehensive High School Activity Coordinator stipends will be paid as indicated in Appendix D.

SECTION 13.3.11 ATHLETIC DIRECTORS

The District will coordinate opportunities for Athletic Directors to collaborate with job alike peers.

The District will communicate a clear outline of the roles and responsibilities of Athletic Directors at the middle and high school levels.

The District will first offer vacant AD positions to LWEA bargaining unit members before posting for external candidates.

A pool of 300 hours of clerical support will be created to support middle school Athletic Directors. Schools can use these hours to support peak time needs. The District will determine and communicate a formula for the equitable allocation of these hours to middle schools.

SECTION 13.3.12 – HIGH SCHOOL GRADUATION SUPPORT

Section 13.3.12.1 – HIGH SCHOOL TEST COORDINATION

Each comprehensive high school will receive an allocation of four-thousand, five-hundred dollars ($4,500), and each choice high school an allocation of one-thousand dollars ($1,000), for the purpose of providing support for the coordination of school-based testing for Advanced Placement (AP), PSAT, PE Assessment and other school-based test coordination as determined by each school. Pay will be at the timecard rate.

In addition, each high school will receive an allocation of two-thousand dollars ($2,000), and each choice high school an allocation of one-thousand dollars ($1,000), for the purpose of providing support for the coordination of the College Board and ACT for Services for Students with Disabilities (SSD) tasks for AP, PSAT and other testing as determined by each school. Pay will be at the time card rate.

Section 13.3.12.2 – ADDITIONAL SUPPORT FOR HIGH SCHOOL GRADUATION

A pool of twenty thousand dollars ($20,000) shall be allocated on a proportional basis to each high school annually for the work of helping students to meet graduation requirements/standards. A written plan will be prepared by each school's building leadership team by November 15 each year regarding the use of these funds.

An additional pool of four-thousand five-hundred dollars ($4,500) shall be distributed to high schools demonstrating additional or unique needs in helping students to meet graduation requirements/standards.

SECTION 13.4 – SPECIAL EDUCATION TEACHERS

SECTION 13.4.1 – SPECIAL EDUCATION TEACHER STAFFING

The following staffing ratios shall be maintained for each building:

Special education pre-schools shall be staffed using a 1:16 teacher to IEP ratio. Preschool students shall be evenly distributed between AM and PM sessions.

K-5 Special Education shall be staffed using a 1:15 teacher to IEP ratio.

K-5 Intervention Centers shall be staffed at a 1:8 teacher to IEP ratio.

2023-2024 School Year:

Grade 6-12 caseloads for Level 1 teachers shall not exceed 23 IEPs

Grade 6-12 caseloads for Level 2 teachers shall not exceed 10 IEPs.

Grade 6-12 caseloads for Intervention Center teachers shall not exceed 10 IEPs.

Elementary caseloads, excluding Intervention Centers, shall be determined collaboratively by the building special education department and building administrator. Caseloads shall consider IEP complexity, continuum of services, and in a manner that groups close grade levels to the extent possible in conjunction with teacher requests and building administrator input.

Starting the 2024-2025 School Year Caseloads for support Level 1 special education staffing at grades 6-12 will be at a 1:22 teacher to IEP ratio. Comprehensive middle schools will be staffed at a minimum of 2.0 FTE at a Level 1 program.

Caseloads for Level 2 special education staffing at grades 6-12 will be at a 1:9 teacher to IEP ratio.

6-12 Intervention Centers will be staffed using a 1:10 teacher to IEP ratio.

Choice schools will be staffed in conjunction with the comprehensive school that shares the same campus.

Secondary case managers shall meet with building administrators to help prioritize students' participation in a variety of access points across a continuum of services.

SECTION 13.4.2 – SPECIAL EDUCATION REMEDIES PRE-12

Should caseloads at each building exceed the above numbers on the first school day of October, December, February, or April the following remedies will apply:

		October	December	February	April
	Prorated %	25%	20%	25%	30%
	Amount:				
Level 1	1-2 additional IEPs	$1,000	$ 800	$1,000	$1,200
Level 2	3-4 additional IEP	$2,000	$1,600	$2,000	$2,400
Level 3	5 or more IEP students	When schools are at 5 or more IEPs over the staffing ratio, FTE will be allocated in lieu of remedies.			

Some teachers/specialists within a department may agree that they will teach more students than the contract limit allows, so that other teachers/specialists within the same department may have reduced total numbers, provided that the total number shared by all teachers/specialists involved does not exceed the daily load limit times the number of teachers/specialists involved. Individual classes affected by such a configuration that exceed contractual class size limits will not receive the contractual remedy.

In the event that a school building has not fully staffed its special education FTE at the start of the school year and anticipates, as a result, having teachers eligible for remedies, the Director of Special Services shall meet with the building principal and teacher(s) to discuss additional supports.

Preschool classrooms with up to five (5) additional students beyond the caseload would be supported with the additional allocation of floating paraeducator hours. In the event that caseload

exceeds five (5) students, student caseloads would be redistributed to other classrooms or additional staffing will be allocated in order to open up a new preschool classroom.

SECTION 13.4.3. – SPECIAL EDUCATION EXTENDED DAYS

K-12 special education teachers will be provided four (4) extended days per FTE in their employment contract. Two (2) of these days are scheduled in August prior to the LEAP days and two (2) are scheduled at the discretion of the special education teacher. Preschool special education teachers will receive four (4) extended days per FTE in their employment contract to be used at the discretion of the teacher.

SECTION 13.4.4

The District and Association recognize the unique nature of case management of Individual Education Programs (IEP). Case management responsibilities require special education teachers to participate in non-instructional duties (i.e., student testing, classroom observations, staff collaboration and training, etc.) to fulfill the legal requirements of an IEP. Teachers will be provided Caseload Management Time (CMT) during the workday and separate from planning time. Elementary staff with less than 1.0 FTE will schedule CMT in accordance with their FTE. Secondary staff with less than a 1.0 FTE will work with their administrator to schedule one period during first or second semester for CMT.

- Elementary Resource Teachers will schedule one hundred fifty (150) minutes of CMT each week.
- Secondary Resource Teachers will be provided one (1) period of CMT.
- Self-contained teachers will schedule activities related to caseload management as determined by the teacher.

SECTION 13.4.5

The District will make available to special education teachers an allotment of ninety (90) release days to be used for IEP and teacher-developed and scored alternate assessments related work. Special education teachers must apply with the Special Services Department to request the use of these release days. Approval will be at the discretion of the Director of Special Services. The Special Services Department will allocate no more than three (3) release days per week and release will not be approved on Fridays.

SECTION 13.4.6. – SPECIAL EDUCATION PROMOTION PROCESS

Each building will be allocated the equivalent of two (2) release days for the implementation and completion of the promotion process.

SECTION 13.4.7 – SCHEDULING AND COLLABORATION

By the end of the second week of the school year, elementary principals, in collaboration with special education teachers, will finalize a daily and weekly master schedule which includes intervention blocks, teacher planning, case management, and lunches.

By September 30 each school year, elementary special education and general education teachers shall meet to understand and collaborate around supporting students with an IEP. Collaboration topics should consider student academic supports, student behavioral supports, and division of communication and other responsibilities between the teachers.

Secondary principals will build a master schedule that prioritizes special education co-teaching partners with an opportunity for common planning.

LEAP professional work time should include opportunities for special educators to work alongside their grade-level or content-area colleagues.

SECTION 13.4.8 – SPECIAL EDUCATION WORKLOAD SUPPORTS

At the beginning of each school year, building principals in collaboration with special education teachers shall develop a coverage plan that details how the school will address the following:

- Student safety and the delivery of special education services to students in the event of a staff absence,
- Supervision options if a teacher is requested to provide support to a student during lunch, such that the teacher is provided a duty-free lunch that day, and
- Supervision options if a teacher is requested to provide support to a student during a time in which the teacher is providing instruction to other students in alignment with the master schedule.

Each building will develop and disseminate a paraeducator substitute coverage plan with tiered supports identified and responsibilities of special education staff and building administration outlined by September 30.

If a special education teacher has their planning or lunch displaced five (5) or more times, a meeting will be scheduled between the building principal and teacher to discuss solutions. If the matter is unresolved, either party may follow the building labor-management process.

Special education teachers who are requested to provide support to a student and, as a result, miss their planning or case management time (CMT), shall be compensated consistent with the process articulated in Section 12.8.1.

Each school building, with the support of the Director of Special Services, shall develop a protocol for communicating between agencies, teachers, and building administrators in the event of agency staff absences or tardiness.

In the event that communication with families is necessary, special education teachers will serve as the primary point of contact for families in the event of short-term (less than one week) paraeducator absences. Long-term (greater than a week) absences of a paraeducator will be communicated to families by the building administrator.

Case managers of students that have been assigned 1:1 paraeducator support will develop and disseminate contingency plans for those times when there are short-term paraeducator absences. Plans will be developed by September 30 in collaboration with the student's general education teacher(s) and any additional staff who regularly works with the student; plans shall address how to best ensure the student's safety and wellbeing as well as how best to continue to serve the student in the least restrictive environment in accordance with the student's IEP. These plans should be developed and shared with administrators, as appropriate.

In the event of paraeducator absence when the response plan is unable to be fulfilled, a teacher may be asked and must be in agreement to serve for such coverage and they shall be compensated at the timecard rate for the missed planning time. This must be approved in advance by the building administrator.

SECTION 13.4.9 – PRESCHOOL EVALUATION TEAM

The following minimum staffing will be allocated for the purposes of evaluating preschool students:

0.5 Special Education Teacher

1.6 Speech Language Pathologist

1.4 Occupational Therapist

0.1 Physical Therapist

2.0 Psychologist

SECTION 13.4.10 – TRANSITION ACADEMY

Transition Academy teachers shall work collaboratively with high school case managers to attend IEP team meetings for incoming students and provide resources, person-centered planning, and IEP planning.

Transition Academy teachers shall work collaboratively with their program administrator to create a response plan that details how to respond to site-specific issues (plumbing, technology, etc.). In the event that Transition Academy teachers need to cover facilities or custodial needs outside of the school day, they will be paid at the timecard rate with supervisor approval.

SECTION 13.4.11 – SUMMER EVALUATION

Special education summer evaluation team shall provide special education evaluation services to LWSD during the summer months. The evaluation services may include assessments, observations, evaluation team/lEP team participation, and report writing as required by LWSD. Evaluator(s) shall be paid at their per diem rate (using a timecard) for hours worked during the summer months and shall be responsible for performing special education evaluations in accordance with the requirements of LWSD. Evaluator(s) shall provide their availability for work to the Executive Director of Special Services, or designee, by June 1 or as soon as possible. LWSD shall assign work to Evaluator(s) based on availability and need.

SECTION 13.5 – SPECIALISTS

Some teachers/specialists within a department may agree that they will teach more students than the contract limit allows, so that other teachers/specialists within the same department may have reduced total numbers, provided that the total number shared by all teachers/specialists involved does not exceed the daily load limit times the number of teachers/specialists involved. Individual classes affected by such a configuration that exceed contractual class size limits will not receive the contractual remedy.

SECTION 13.5.1

The caseload/remedies listed in Section 13.5.2 or 13.5.3 for specialists shall be for direct service to students and shall not include program coordination and/or placement of students.

Section 13.5.1.1

Special education teachers and specialists (e.g., psychologists, SLPs, OTs, PTs and VOMs) who complete private and/or home school evaluations outside of their regular workday will be compensated for such time at the specialist's per diem hourly rate. Time worked shall be submitted within thirty (30) days of completion of this work.

Section 13.5.1.2

Specialists who submit Medicaid billing will receive a remedy of fifteen (15) minutes per month per student, paid at the specialist's per diem rate.

Section 13.5.1.3

Specialists who provide legally required compensatory services shall be paid at their per diem rate.

SECTION 13.5.2 – OT AND PT SPECIALISTS

Caseloads for OT specialists should not exceed thirty (34) IEPs and PT specialists should not exceed thirty (30) IEPs. For the purpose of remedies, caseloads will be calculated using the OT/PT Severity Matrix. Should OT, caseloads exceed thirty-four (34) or PT caseloads exceed thirty (30) on the first school day of October, December, February, or April the following remedies will apply.

		October	December	February	April
	Prorated %	25%	20%	25%	30%
	Amount:				
Level 1	1-2 additional IEP students	$200	$160	$200	$240
Level 2	3-4 additional IEP students	$400	$320	$400	$480
Level 3	5-7 more additional students	A .2 prorated super contract will be issued in lieu of remedies. Proration will occur based on the remedy count date listed above.			

OT/PT who are less than 1.0 FTE will be given the opportunity to increase their contract to no more than 1.0, inclusive of responsibilities that are associated with the increased caseload.

In the event that an OT or PT exceeds their caseload, a meeting will be scheduled with the Director of Special Services for the purposes of developing a support plan.

Should the District employ a Certified Occupational Therapist Assistant (COTA), such staff may be used as a remedy option in lieu of instructional assistant time.

Caseloads will be reviewed following each remedy count by the Director of Special Services to ascertain whether the total number of students on the Districtwide OT/PT caseload is such that it necessitates additional FTE beyond what is currently allocated Districtwide. In that event, the District would seek to hire additional staffing for the purposes of reducing the number of specialists needing remedies.

Section 13.5.2.1

All occupational therapist and physical therapist specialists will be provided three (3) extended days per FTE in their employment contract.

OT/PTs will receive one (1) release day for the purpose of readjusting service delivery schedules for each new school assigned to a OT/PT following November 1.

PT specialists who are assigned to serve eight (8) or more school campuses in a single semester will have access to one (1) additional extended day to be used during that semester. Extended day time and number of schools are pro-rated based on 1.0 FTE.

PT specialists who are assigned to serve ten (10) or more school campuses in a single semester will have access to two (2) additional extended days to be used during that semester. Extended day time and number of schools are pro-rated based on 1.0 FTE.

Section 13.5.2.2

Assignments of OT and PT specialists: Caseloads will be assigned through a committee that includes the Director of Special Services, OT/PT Lead, and a representative from the OT/PT group. When making assignments for OT and PT staff, the Director of

Special Education will attempt to minimize the number of sites and consider geographic location.

In the event a PT schedule requires work in excess of 7.5 hours a day to align with the student day at multiple school levels, the PT specialist will discuss options and plans such as flexing time with their building principals and Director of Special Services.

Section 13.5.2.3 ESA TEAM LEADS

Starting in 2024-2025 school year:

Speech Language Pathologists, Occupational Therapists and Physical Therapist Team Leads: District selected leaders for School Psychologists, OT, and SLP, will be allocated 0.2 FTE per role. District selected leader for PT, will be allocated 0.1 FTE.

Should the lead role be split between two people, they will work in collaboration with their program director to determine how the FTE will be divided between them. In the event of staffing shortages, the staffing may be assigned as a super contract. Super contract allocations shall be subject to approval by the Association.

Lead positions are subject to the following application and selection process:

- Opportunities to serve in a Lead role will be presented annually to SLPs, OTs, PTs, and Psychologists by the Director of Special Services by June 1.
- Candidates must meet the following eligibility criteria:
    - Have completed at least two full years of employment with the District,
    - Are a current LWSD employee (not contracted), and
    - Are willing to serve in the position of their own volition.
- Individuals will communicate their interest in the position to the Director of Special Services.
- The Director of Special Services shall oversee the voting process of staff within those respective groups regarding Lead candidates.
- The Director of Special Services shall make the final determination regarding Leads.
- The selection decision shall be completed and communicated to staff by the last week of the school year.

SECTION 13.5.3 – SLP CASELOAD

- For the 2023-24 school year, caseloads for SLPs should not exceed 43 IEPs.
- Starting in the 2024-25 school year, caseloads for SLPs should not exceed 42.
- Caseloads will be assigned through a committee that includes the Director of Special Services, SLP Lead, and a representative from the SLP groups.
- Preschool Growth:
    - For the 2023-24 school year, 1.0 FTE will be allocated to address preschool growth.
    - Starting in the 2024-25 school year, 2.0 FTE will be allocated to address preschool growth.
    - Distribution of preschool growth FTE will be recommended by the SLP assignment committee, in collaboration with the Director of Special Services who supervises SLPs.
    - Should an SLP caseload exceed forty three (43) in the 23-24 school year, and 42 in the 24-25 school year, on the first school day of October, December, February, or April, the following remedies will apply:

		October	December	February	April
	Prorated %	25%	20%	25%	30%
	Amount:				
Level 1	1-2 additional IEP students	$200	$160	$200	$240
Level 2	3-4 additional IEP students	$400	$320	$400	$480
Level 3	5-7 additional IEP students	A .2 prorated super contract will be issued in lieu of remedies. Proration will occur based on the remedy count date listed above.			

SLPs who are less than 1.0 FTE will be given the opportunity to increase their contract to no more than a 1.0, inclusive of responsibilities that are associated with the increased caseload.

In the event that an SLP exceeds their caseload, a meeting will be scheduled with the Director of Special Services for the purposes of developing a support plan.

Should the District employ a Speech Language Pathology Assistant (SLPA), such staff may be used as a remedy option.

Caseloads will be reviewed following each remedy count by the Director of Special Services to ascertain whether the total number of students on the Districtwide SLP caseload is such that it necessitates additional FTE beyond what is currently allocated Districtwide. In that event, the District would seek to hire additional staffing for the purposes of reducing the number of specialists needing remedies.

Section 13.5.3.1

Remedies will be calculated using the SLP Severity Matrix. See Appendix G.

Section 13.5.3.2

All SLPs will be provided three (3) extended days per FTE in their employment contract.

SLPs will receive one (1) release day for the purpose of readjusting service delivery schedules for each new school assigned to a SLP following November 1.

Section 13.5.3.3 - SLP ASSIGNMENT

Assignments of SLPs: When making assignments for SLPs, the Director of Special Services will attempt to minimize the number of sites and consider geographic location. Caseloads will be assigned through a committee that includes the Director of Special Services, SLP Lead, and a representative from the SLP group.

SECTION 13.5.4 – PSYCHOLOGISTS

SECTION 13.5.4.1 – PSYCHOLOGIST STAFFING RATIO

The District will staff psychologists at the ratio of 1:1,050 FTE Preschool-12 students.

Staffing will be assigned to schools by a collaborative assignment committee which shall be comprised of the Director of Special Services, psych team lead(s), and a representative from the psychologist group.

Section 13.5.4.2

The District shall establish a paid internship program for up to two (2) full-time, full year psychologist interns with a stipend amount of $20,000 each.

Section 13.5.4.3

Each year the District will provide additional psychologist staffing to support school psychologists with high needs students. Distribution of this 2.0 FTE will be recommended through a collaborative Association and District process based on objective factors such as self-contained programs. These additional staffing allocations will be distributed annually. The collaborative process will include psychologists, principals, and special education administrative staff.

Section 13.5.4.4

All psychologists will be provided seven (7) extended days per FTE in their employment contract.

Section 13.5.4.5

Assignments of Psychologists: When making assignments for Psychologists, the Director of Special Services will attempt to minimize the number of sites and consider geographic location. Caseloads will be assigned through a committee that includes the Director of Special Services, Psychologist Lead, and a representative from the Psychologist group.

Section 13.5.4.6

School psychologists will be eligible to work remotely one day per week, prorated per 1.0 FTE. Remote days shall be scheduled in collaboration with the psychologist's supervisor. Should there be concerns regarding the performance of a psychologist being adversely impacted by remote work, provisions related to such concerns in the District's procedure for remote work (5214P) shall apply for review and reconsideration of their remote work schedule. In addition, psychologists shall be eligible to work remotely one additional day per semester.

Section 13.5.4.7

In the event that the District is unable to fully staff for psychologists, the District may offer super contracts not to exceed 1.2 FTE. Super contracts in excess of 1.2 FTE may be offered only in exceptional situations and shall be subject to approval by the Association. No psychologist shall be compelled to accept a super contract. Super contracts shall be effective as of the initial date that the psychologist assumed the additional caseload.

SECTION 13.5.5 – VISION/ORIENTATION/MOBILITY SPECIALISTS

A baseline staffing of 2.0 will be allocated for Vision/Orientation/Mobility (VOM) specialists. Staffing will be generated at a ratio of 1:25 staff to IEP and assigned within a range of 20 to 30 students. When determining caseload assignments, the Director of Special Services, in consultation with the VOM team, shall consider balancing student need, geography, and service minutes. When caseload numbers are below minimum FTE as determined by the Vision/Orientation/Mobility staffing model, additional vision-related duties may be assigned by the Director of Special Services or designee.

SECTION 13.5.5.1

All VOMs will be provided three (3) extended days per FTE in their employment contract.

Section 13.5.5.2

Assignments of VOM specialists: When making assignments for VOM specialists, the Director of Special Services will attempt to minimize the number of sites and consider geographic location.

Section 13.5.5.3

VOM specialists, in consultation with the Director of Special Services, shall be permitted to flex their contractual hours to provide student program services outside of the school day.

Section 13.5.5.4

VOM specialists, in consultation with the building principal and case manager, shall be provided with an opportunity to share information with the teaching staff regarding accessing services on behalf of a student that is enrolled at that school.

SECTION 13.5.6 – SPECIAL EDUCATION SPECIALIST NATIONAL CERTIFICATION RECOGNITION

Section 13.5.6.1

In recognition of the unique certification required to serve students, an annual stipend of one thousand five hundred ($1,500) dollars will be awarded to each OT/PT/SLP and Psychologist with national certification. An additional annual stipend of fifteen hundred $1,500 will also be awarded as long as the Washington State Legislature continues to award the stipend for National Board Certification for Teachers (NBCT) recognition.

SECTION 13.5.7 – SPECIAL EDUCATION SPECIALIST MENTORING

Section 13.5.7.1 – SLPS AND PSYCHOLOGISTS MENTORING

- SLPs and psychologists who are mentoring specialists new to the District who are not pursuing national specialists' certification will receive a half (1/2) of a Staff Chairperson I stipend.
- SLPs and psychologists mentoring SLPs and psychologists new to the District who are pursuing national certification through national specialists' associations will receive a full Staff Chairperson I stipend.
- In addition, SLPs and psychologists who are pursuing their own national certification will receive three (3) days of compensation paid at the timecard rate to work with their mentors.

Section 13.5.7.2 – OCCUPATIONAL AND PHYSICAL THERAPIST MENTORING

OT and PT specialists who are mentoring OT and PT Specialists new to the District will receive a half (1/2) Staff Chairperson 1 stipend.

SECTION 13.5.8 – SPECIALISTS COVERAGE

By October 1 of each school year the Director of Special Education or his/her designee and representatives of each Special Education specialist group (OT, PT, SLP, and psychologists) will meet to develop a plan for coverage for specialists incurring absences of more than ten (10) consecutive days.

SECTION 13.6 – IEP MEETING SUPPORT

Secondary buildings will create a plan around IEP/504 meetings to ensure equitable distribution of required meetings for general education teachers. If a general education teacher feels they have been required to attend a disproportional number of meetings, they may raise their concerns consistent with the conflict resolution process. When meetings require attendance for more than 60 minutes beyond the contracted day, teachers will be compensated at timecard rate.

Certificated staff members of the IEP team may be compensated for time outside of the contracted day for multiple meetings for the same student. Prior approval from the Director of Special Services or designee is required.

SECTION 13.7 – MULTILINGUAL TEACHERS

Annually, Multilingual Learner (ML) teachers will be provided with:

- A program description, including desired outcomes
- Scheduling recommendations
- Program delivery options for ML students at both the Elementary and Secondary levels including students that have exited multilingual learner services.

This program information will include the duties associated with the program to be carried out by ML teachers.

ML teachers will be informed about opportunities for professional learning associated with those duties.

The District shall provide those testing ML learners with information on appropriate Multilingual Learner testing protocols for students receiving special education services. This information will be updated and disseminated annually.

SECTION 13.7.1

Staffing for Kindergarten ML will be allocated FTE using a tiered ratio of 0.1 = 1-25, 0.2 = 26-50, 0.3 = 51-75.

An allocation of 0.3 high-needs FTE will be allocated to ML. Building staffing levels and student needs shall be reviewed by the program administrator; FTE will be allocated by the program administrator.

ML staffing for grades 1 through 5 will be allocated using a 1:48 ratio.

ML staffing for grades 6-12 will be allocated using a 1:45 ratio.

Additionally, the program shall staff a 1.0 FTE ML facilitator to support students in the general education setting.

SECTION 13.7.2

ML Remedies: ML Grades 1-12: Should caseloads at each building exceed the above numbers on the first school day of October, December, February, or April the following remedies will apply:

		October	December	February	April
	Prorated %	25%	20%	25%	30%
	Amount:				
Level 1	1-3 additional ML students	$1,000	$ 800	$1,000	$1,200
Level 2	4-6 additional ML students	$2,000	$1,600	$2,000	$2,400
Level 3	7-9 additional ML students	$3,000	$2,400	$3,000	$3,600

2023-2024 school year maintain existing remedy structure. Should a building reach 10 or more additional students, information will be brought to DLM will review.

During 2023-2024 school year a joint LWSD/LWEA committee will be convened to make a recommendation to DLM on remedy structure. By **June 2024** DLM will consider recommendation and implement updated remedy structure in **2024-2025 school year.**

SECTION 13.7.3

All ML teachers will be provided three (3) extended days per FTE in their employment contract.

SECTION 13.7.4

The caseload/remedies listed in Section 13.7 for ML teachers shall be for direct service to students and shall not include program coordination and/or placement of students.

SECTION 13.7.5

The District recognizes the importance of being able to support students receiving ML services in the general education setting and in future curricular adoptions will seek to adopt or identify instructional materials and accompanying professional learning that will assist general education teachers in supporting student access to the curriculum.

SECTION 13.8 – SAFETY NET TEACHERS

Annually, the District shall provide a program description, including desired outcomes, scheduling recommendations, and program delivery options for students at both the Elementary and Secondary level, as well as the duties associated with the program to be carried out by Safety Net teachers and opportunities for professional learning associated with those duties.

SECTION 13.8.1 – ELEMENTARY SAFETY NET TEACHERS

Recommended caseload targets for elementary Safety Net teachers should be forty (40) students for a 1.0 FTE. When an elementary Safety Net program reaches forty (40) students, the Safety Net teacher and principal shall meet to ensure contractual safeguards (i.e., planning time and lunch) are in place and determine a mutually agreed upon action plan for serving students. For elementary teachers split between two buildings, the caseload target should be thirty-six (36) students for a 1.0 FTE.

In the event that a school building has an unfilled Elementary Safety Net position, the building principal shall, in consultation with the program administrator, develop a coverage or support plan.

Elementary Safety Net teachers shall support the administration of universal academic screeners but will not be required to be the sole or primary administrators of such screeners.

SECTION 13.8.2 – SECONDARY SAFETY NET TEACHERS

Secondary Safety Net staffing is allocated to teachers as part of their total staffing assignment at the building principal's discretion. Secondary teachers who teach a stand-alone Safety Net class are not considered as part of a program.

Stand-alone secondary Safety Net classes should not exceed a ratio of 20:1. If a stand-alone secondary Safety Net class exceeds 20:1, the Safety Net teacher and principal will meet to develop a mutually agreed upon plan for serving students. A Safety Net class will be considered a distinct class preparation.

SECTION 13.9 – 504 MONITORS

504 Monitors are responsible to review, disseminate, and monitor 504 plan compliance for students that qualify for accommodations and modifications under Section 504 of the Rehabilitation Act of 1973. 504 Monitors will receive annual training on the legal requirements of 504 plans, how to develop plans, and how to utilize the LWSD 504 Monitoring system. Additionally, 504 Monitors will be provided with a clear list of roles and responsibilities which shall include information on how to properly disseminate 504 plans to teachers.

504 Monitors are recommended to have a caseload of no greater than thirty (30). 504 Monitors will be required to collect monitoring data quarterly using the LWSD 504 Monitoring system which includes documented data collection and teacher consultation. 504 monitors are responsible for monitoring qualified students throughout the school year. Compensation will be calculated at the rate of twenty-five dollars ($25.00) per student per month for ten (10) months (September to June). 504 monitors will be paid quarterly.

Building administrators will have authority to make the final determination as to which teachers serve in the capacity as a 504 Monitor.

SECTION 13.10 – BUILDING OPTIONS

Creative options for the distribution of class sizes, caseloads, and the utilization of staff within a building, department, specialist group, or grade level may be approved, provided that the affected staff agrees with the plan.

Creative Options for Team Planning**:**

Staff, together with their administrator, may adopt flexible schedules and other creative options to facilitate team planning.

SECTION 13.10.1

Creative options for use of funds generated by remedies within a building must be approved by the principal and the staff receiving the remedies.

SECTION 13.10.2

Some teachers within a grade level, or specialists working in elementary schools, may choose to exceed the contractual class size limit without triggering remedies so that other teachers at that grade level, or other specialists working in elementary schools, may have fewer students, provided that, should the total number of students assigned to those teachers involved exceed the numbers that would trigger contractual remedies, the remedy will apply.

SECTION 13.10.3

These options apply similarly to teachers working together between departments, or multi-age classes, etc. at either the secondary or elementary level. Other configurations may be approved provided that overall contractual class size and daily load limits are not exceeded without the applicable remedies, and provided that all affected staff agrees to the plan. It is not the intent of this language to provide staffing alternatives to address enrollment increases.

SECTION 13.10.4

When possible, students will be assigned in a manner that results in an equitable apportionment of IEP and 504 plans among general education teachers at each school, with special consideration for each student in order to meet individual student needs.

ARTICLE 14 | NON-INSTRUCTIONAL DUTIES AND WORKLOAD CONSIDERATIONS

SECTION 14.1

The parties understand and agree that the District has and retains the right to assign duties of employees. It is recognized that it may be necessary to assign duties other than normal classroom instruction, but the use of employees to perform such functions will be kept to a minimum whenever possible.

SECTION 14.2 – BUILDING DECISION MAKING MODELS

The Association and the District agree that formal decision-making models and operating principles promote a healthy work climate. To this end, buildings will collaboratively establish and utilize operating principles and decision-making models in order to address site-specific issues.

SECTION 14.3 – COMMUNITY INITIATED OR STAFF INITIATED SCHOOLS

Administrators and educators in schools affected by the formation of a Community Initiated School (CIS) or Staff Initiated School (SIS) will be informed as early as possible of the proposal and progress of development.

SECTION 14.4 – STAFF AND COMMITTEE MEETINGS

SECTION 14.4.1 – STAFF MEETINGS

The Association and the District agree that staff meetings are most effectively used for discussion and decision- making regarding important educational issues.

A committee of educators chosen by the staff and teachers designated as leaders at each building will meet with the principal of such building by October 1 to provide input regarding scheduling, duration, and content of staff meetings, including identified transition time between meeting and student contact. This information will be shared with all staff.

- Except for emergencies or exceptional circumstances, no more than an average of two (2) hours per month will be scheduled for required staff meetings.
- Staff who miss meetings are responsible for the content covered in the meeting.
- Each meeting will last no longer than one hour.

- Staff and committee meetings will take place during the teacher work day, before or after the student day, not to exceed 30 minutes outside the contract work day.
- Whenever possible, routine information will be communicated electronically or by other appropriate means.

SECTION 14.4.2 – COMMITTEE PARTICIPATION

Staff members are encouraged to contribute in shared decision making through participation in building and/or District work. This may occur in a variety of ways including, but not limited to work on a content team, District committee, or a building level committee.

SECTION 14.4.3 – BUILDING BASED COMMITTEES

Creating building-based committees is a collaborative process, which will be reviewed annually through the Building Decision-Making Model. The following parameters will apply to establishing and operating committees:

- Teachers are provided with committee descriptions and an opportunity to request committee assignments.
- Teachers will **not be required** to attend more than one committee meeting per month.
- Each meeting will last no longer than one hour, unless the committee decides additional time is needed.
- Committees whose membership are compensated (with time or pay) are exempt from the 1 hour per month maximum.

SECTION 14.5 – STRATEGIC PLANNING REPRESENTATIVE GROUP

The District and the Association mutually agree that consideration of educator voice is an essential component in the development of District programs and practices. Therefore, the purpose of the SPRG is to provide a forum and methodology for consideration of educator voice in the development of District programs and practices. The SPRG differs from a committee. In addition to providing initial feedback and recommendations, SPRG is meant to provide sustained, corrective-action consultation. SPRG works to ensure that new programs and practices:

- Adhere to national and state mandates.
- Enhance student achievement.
- Manage impact on educator workload.
- Provide adequate professional learning.
- Address operational and technology needs and support.
- Determine staff capacity to successfully implement new initiatives.

SECTION 14.5.1 – STRATEGIC PLANNING REPRESENTATIVE GROUP – MEMBERSHIP

The District Superintendent (or their designee) and the President of the LWEA (or their designee) will collaborate to select up to twelve representatives each from the District and the Association to the SPRG. The Association agrees to select representatives exclusively from the LWEA membership roster. The District agrees to select representatives from District employees, excluding certificated staff. We agree that SPRG should have an equal number of the District and the Association. The District Superintendent and the Association President will confer annually prior to the first student day of the school year to determine the exact number of representatives to be selected by each group. By mutual agreement, the District and the Association may allow non-SPRG member participation as part of the planning process.

The District and the Association mutually agree that a commitment to diversity is essential to ensuring the SPRG team receives comprehensive consultation, feedback, and advice from LWEA members. The SPRG will strive to be inclusive not only during the selection of members but also in the use of processes employed to gather data and solicit educator feedback. SPRG will strive to create awareness as to whose voices are heard and whose voices are missing.

SECTION 14.5.2 – STRATEGIC PLANNING REPRESENTATIVE GROUP – CALENDAR

SPRG meetings will be held five times each school year. The calendar for SPRG meetings will be established collaboratively by the District Superintendent (or their designee) and the President of the LWEA (or their designee). Each meeting will be planned for a full workday. District Labor-Management will confirm the final schedule, any consultant support required for SPRG facilitation, and any non-member participation.

The SPRG calendar will identify:

- One August, Small Group Meeting - This meeting will be for the purpose of establishing priority agenda items for review at the three regular meetings. Members invited to this meeting will be determined by the District Superintendent (or their designee) and the President of the LWEA (or their designee). The District multi-year strategic plan will be shared with invited SPRG members at this meeting.
- Three Whole Group Meetings - These will be held no later than ten days after the first day of November, February, and April and will be planned for a full workday.
- One Small Group, May or June Meeting - This meeting will be for the purpose of:
    - reviewing District wide educator survey data.
    - monitoring and adjusting the current, new, and proposed adoptions, initiatives, programs, and practices identified in the multi-year strategic plan.
    - assisting with the planning of SPRG activities the following year.

SECTION 14.5.3 – STRATEGIC PLANNING REPRESENTATIVE GROUP – PROTOCOLS AND PRACTICES

SPRG will follow established protocols and practices including:

- Interest-Based Problem Solving (IBB) will be the prescribed method for addressing all issues, concerns, or problems of practice.
- Decision making will be clarified for all topics of discussion by identifying 1) who is responsible for the decision, 2) who is consulted with before a decision is made to help inform the decision and 3) who is informed about the decision. This model is referred to as the DCI model of decision making. Given the District's responsibility to make program decisions, it is in the District's interest to ensure decisions have been thoroughly considered from multiple perspectives while collaborating with those closest to the work. This level of consultation enhances the opportunity to accomplish the mission and vision of the District. Finally, SPRG consultation ensures informed communication to those affected by decisions and helps to create clarity for all parties involved.
- The Planning, Learning, Implementing and Evaluating (PLIE) process will be used as the cycle of inquiry to consider issues, concerns, or problems of practice over a longer period.
- An overview of each meeting discussion will be made available to interested District employees within ten (10) calendar days following each meeting.

The District and the Association agree that topics addressed by SPRG will be informed by the District Strategic Plan, established data sources, and such sources as the SPRG may identify during their research and discussion. Sources not preidentified will only be considered after consensus of the members consistent with Interest Based Problem Solving practices. The District and the Association also agree that the District's strategic plan will be informed by the feedback, advice, and data generated by the SPRG.

SECTION 14.5.4 – STRATEGIC PLANNING REPRESENTATIVE GROUP – GENERAL RESPONSIBILITIES

SPRG will concentrate its work on the programs and practices having or expected to have the most significant impact(s) on students and staff. Areas of particular focus are those that impact student and staff well-being, student and staff sense of efficacy, and staff workload.

Strategic Planning Representative Group's examination of programs and practices may include:

- Future professional development, technology implementation/integration, classroom assessment, or classroom instruction activities to be implemented or under consideration for implementation as part of the District's strategic plan.
- In-use professional development, technology implementation/integration, classroom assessment, or classroom instruction activities identified by District leadership as requiring evaluation for efficacy in alignment with the District's strategic plan or for compliance with administrative or board policy statements.
- Any professional development, technology implementation/integration, classroom assessment, or classroom instruction activities identified by SPRG and agreed to by consensus of SPRG members.

SECTION 14.5.5 – STRATEGIC PLANNING REPRESENTATIVE GROUP – AREAS OF SPECIFIC FOCUS: HEALTH AND SAFETY, LEAP TIME, TECHNOLOGY INTEGRATION, CURRICULUM AND ASSESSMENT ADOPTIONS

The District and the Association agree that assessing and addressing student and staff Safety, Physical Health, and Mental Health is a fundamental element of District success. SPRG, therefore, should examine practices and programs aimed at:

- Improving safety, reducing staff injuries, improving mental health, and increasing resiliency among educators.
- Developing strategies that support student and staff mental health.
- Creating data collection systems to inform evidence-based health and safety practices.

The District and the Association agree the content of Learning Enhancement/ Academic Planning (LEAP) time will align with the Principles of the Trust Agreement. The District and the Association also agree that among the most impactful means to acknowledge our commitment to those principles is demonstrated by engaging the Strategic Planning Representative Group (SPRG) to collaboratively develop a plan that determines how August LEAP, October-March-May LEAP days, and Wednesday LEAP time will be utilized and by devising systems that evaluate the efficacy of those plans. Planning will utilize LEAP Planning documents developed annually by District leadership in consultation with the Strategic Planning Representative Group, in alignment with District leadership's overall Strategic Planning Process and consistent with the principals described in the Trust Agreement.

The District and the Association further agree that the presentation of materials developed for LEAP time are most effectively delivered using methods and timing aligned with the culture and needs of individual schools. Therefore, we encourage each schools' Building Leadership Team to use their building Decision Making Model (DMM) to complete this task.

When new Curriculum Adoptions, Program Revisions, Assessment Practices, and Technology Integration Initiatives are to be introduced, SPRG will be consulted with adequate time will be provided to allow SPRG to understand the reason for, the timeline of, and the potential alternatives to the initiative as presented. Further, adequate time will be provided to ensure the SPRG can provide thoughtful feedback and advice. The goal of SPRG in this area is to ensure the principles of the PLIE are applied to these adoptions, practices, and initiatives including:

- A PLAN for implementation and timeline for the adoption, initiative, program, or practice to be clearly communicated to staff with clearly identified content and launch dates and potential dates for related professional development.
- Consideration of the time needed to LEARN the new program or practice that includes ensuring an understanding of initiative, program, or practice rationale as well as its connection to student success and the strategic plan.
- Provision of adequate time for an effective IMPLENTATION of the new program and practice.
- Consideration of how the initiative, program or practice will be EVALUATED including how all staff will be provided the opportunity offer input on the workload impact of current, new, and proposed adoptions, initiatives, programs, and practices. These SPRG recommendations will be used in joint discussions between the Strategic Advisory Leadership Team (SALT) and the Strategic Planning Representative Group (SPRG) for the purpose of monitoring and adjusting the current, new, and proposed adoptions, initiatives, programs, and practices identified in the multi-year strategic plan.

The District and the Association acknowledge a common interest in using standardized assessments to measure student growth and inform professional practice for all stakeholders of the organization including students, educators, parents, grade levels, schools, learning communities, and the District.

The District and Association recognize a joint interest to ensure that we have meaningful and informative assessment and reporting practices, without taking great amounts of classroom instructional time and teacher time for grading. We share a common goal to ensure that the implementation of state and District mandated assessments is seamlessly integrated into the job of teaching and learning.

The District agrees to use input from the SPRG along with curriculum adoption and refinement processes at all levels to streamline curriculum, assessments, and instructional expectations.

The District and Association agree to a development process that includes administrators and educators to work towards a balanced comprehensive assessment system, including large scale state assessments, District interim assessments and classroom/curriculum-based formative and summative assessments. A balanced assessment system takes into consideration the impact of time for administration and grading of assessments.

By October 1 annually, the District will identify and communicate which District and state assessments are required and which ones are available for optional use. The District will maintain and communicate a State and District Mandated Assessment document for the use of administrators and educators for planning and preparation purposes. Whenever possible, new assessments will be directly aligned to recognized anchor standards. To ensure consistent communication and expectations for actions around assessments, administrators and building teacher leadership will share joint responsibility to support staff in the areas of curriculum, assessment, and instruction.

The following items will be addressed to support assessment activities:

- Based on the need for one-to-one certificated administration of District prescribed assessments, funds for substitute coverage will be provided at thirty (30) minutes per student per year, per assessment.
- The Assessment office will set up a schedule and arrange for required paper-based District assessments to be printed at the print center and delivered to the buildings prior to the assessment window.
- Provide secure electronic-based District assessment, if appropriate.

Section 14.5.5.1 – PLANNING FOR AND USE OF LEAP TIME

The District and the Association agree the content and presentation of Learning Enhancement/Academic Planning (LEAP) time should be planned collaboratively by the Building Leadership Team using the building Decision Making Model (DMM). The focus

and desired outcomes for LEAP will be developed annually through the Strategic Planning Representative Group process (SPRG) in the spring of the preceding school year to align and narrow focus on District strategic directions, designate a Districtwide calendar, and be for the purpose of:

- Addressing professional responsibilities including instruction, assessment and PGE.
- Continuous improvement planning and associated learning to accomplish District strategic priorities.
- Providing training for educators aligned with outcomes and focus set by the SPRG process.
- Fostering student achievement and equitable outcomes and opportunities through teacher collaboration.

In recognition of workload, and to provide time for individual, team, and building-level work areas listed above, the focus of LEAP will be distributed among the following:

  - Teacher professional work time includes both work that individual educators need to complete and time to collaborate in teams. Teacher Professional Work Time – This time is to be focused on the SPRG focus and outcomes and is for educators to use to complete work outlined by the PGE system, the Professional Responsibility Contract, for PLC Teams to meet to work on PGE goals and for work consistent with the cycle of inquiry as outlined in the PLC guiding document. This work may also include building committees and/or building work teams to plan, collaborate, and engage in cycles of inquiry that are related to enhancing instructional practice, using the processes described in Appendix Q at teacher and team's discretion aligned with the SPRG designated focus and outcomes. Teacher Professional Work Time may also be used for collaborative planning to serve students with diverse needs aligned with the SPRG designated focus and outcomes.
  - Professional Learning Time – This time is to be used for growing and developing professionally and to enhance content knowledge and pedagogical skill through integrated professional learning that is grounded in equitable and practical practices. In addition, time may be used to engage in learning on systems or to meet professional requirements. The District will endeavor to utilize and model use of high leverage instructional practices in the design and delivery of professional learning. The District will also provide differentiated options to the greatest extent possible in design and delivery of District lead professional learning. Mandatory annual training will be streamlined and where possible for repeated annual trainings, test-out options will be provided when state and federal mandates allow to demonstrate knowledge and understanding of the content in lieu of repetitive training.

SECTION 14.6 - PROGRAMS, PRACTICES, INITIATIVES, AND ADOPTIONS

SECTION 14.6.1 - PREAMBLE

The District and Association acknowledge the dynamic national, state, and local environment within which the Lake Washington School District must navigate, grow, and succeed. The District and Association recognize that both external and internal factors, whether through regulation, mandate, or choice, require us to continuously adapt and innovate to ensure our students graduate prepared for post-secondary training, for the global workplace, and for personal

success. The District and Association mutually believe that navigating change through new programs and practices is a complex activity that has a significant impact on certificated staff's workload and capacity to do their jobs. We share a common interest in employing technology to enhance and support student learning. The District and Association desire to ensure the resulting new programs, practices, and integration initiatives are meaningful, relevant, and achievable within the context of certificated staff's other responsibilities as described in this Collective Bargaining Agreement. Therefore, the District and Association agree that this Section is written to address the following shared interests regarding programs, practices, initiatives, and adoptions:

- Including teacher voice in the decision-making process
- Adhering to national and state mandates
- Managing impact on teacher workload
- Enhancing student achievement
- Providing adequate professional learning
- Addressing operational and technology needs and support
- Determining capacity to succeed

SECTION 14.6.2 – DEFINITION OF PROGRAMS, PRACTICES, INITIATIVES, AND ADOPTIONS

For the purpose of this Collective Bargaining Agreement, the terms programs, practices, initiatives, and adoptions are defined as any activity or connected activities principally intended to support, enhance, or inform LWSD student instruction and learning. A program, practice, initiative, or adoption shall be considered new if the program, practice, initiative, or adoption is to be introduced for the first time or if an existing program, practice, initiative, or adoption is modified in a manner that is likely to have an ongoing, significant increase in the amount of work required of certificated staff.

SECTION 14.6.3 - INTRODUCTION OF NEW PROGRAMS, PRACTICES, INITIATIVES, AND ADOPTIONS

When programs, practices, initiatives, or adoptions are introduced, a multiple-year strategic plan will be shared with affected staff that identifies the resources, support and time needed to:

A. Learn the new program, practice, initiative, or adoption.

1. Communicate the rationale of the new program or practice, i.e., the driving factors.
2. Communicate the origin of the new program or practice, i.e., federal/state mandates, District administration, teachers, community.

B. Process the new program, practice, initiative, or adoption.

1. Develop a deep understanding of purpose and connection to student success, which will support authentic work and a positive culture.
2. Communicate where/how it connects to the strategic plan.

C. Prepare and plan in order to effectively implement the new program, practice, initiative, or adoption.

1. Provide a timeline for the implementation of the new program, practice, initiative, or adoption to staff with clearly identified launches and potential dates for full deployment.

2. Provide an outline for the planned professional learning that will be given to support the new program, practice, initiative, or adoption.

SECTION 14.6.4 - IMPLEMENTATION OF NEW PROGRAMS, PRACTICES, INITIATIVES, AND ADOPTIONS

A. New programs, practices, initiatives, or adoptions will be connected to building work, including CIP, to provide flexibility during LEAP time, thus allowing for more time and support.
B. When applicable, implementation of new programs, practices, initiatives, or adoptions will include the technology support needed to ensure program success.

SECTION 14.6.5 - EVALUATION OF NEW PROGRAMS, PRACTICES, INITIATIVES, AND ADOPTIONS

A. All staff will be provided the opportunity each February to give input on the multi-year District strategic plan to provide information on current new programs and practices, including implementation and impact.
B. The Strategic Planning Representative Group will use input results to review implementation, the effectiveness of the current new programs/practices and the impact on teacher workload.
C. The Strategic Planning Representative Group will make recommendations each March regarding appropriate adjustments to the new programs and practices timeline.
D. The Strategic Planning Representative Group recommendations will be used by the Strategic Advisory Leadership Team (SALT) for the purpose of monitoring and adjusting the new programs and practices identified in the multi-year strategic plan.

SECTION 14.6.6 - TECHNOLOGY INITIATIVE SUPPORTS AND TRAINING

The District and Association acknowledge that the fast-paced, ever-changing nature of technology requires continuous adaptation, innovation, and adoption of new technologies. The District and the Association also acknowledge that to achieve this goal, staff members require reliable technology along with timely technical and instructional support.

Therefore, the District and Association agree to the following:

A. A shared interest in ensuring any new technology improves productivity, instruction, and student learning.

    1. The District agrees to identify and communicate the connection between the implementation of a new technology solution and the additional benefits gained from that implementation.
    2. The District and the Association agree that the roles and responsibilities related to using technology as instructional and productivity tools are addressed in the Technology Responsibilities: Skills Acquisitions and Integration Contract.
    3. The District and the Association agree that ensuring that developmentally appropriate and equitable deployment of student technology tools is a District responsibility.
B. A shared interest in ensuring technology reliability and technical support:
    1. The District will, in consultation with the Strategic Planning Representatives Group, develop and publish clear definitions of roles and responsibilities related to integrating and accessing technology.
    2. The District, in consultation with the Strategic Planning Representative Group, will seek teacher feedback on technology reliability and technical support through an annual Strategic Plan/Program Survey.
    3. The District, in consultation with the Strategic Planning Representative Group, will provide staff with an established system for accessing technical and instructional support.

C. A shared interest in providing technology integration professional learning and instructional support:
   1. The District and Association agree that professional learning for technology integration will be aligned with Lake Washington School District Strategic Goals.
   2. The District will differentiate professional learning for technology integration, when possible, based on the needs of individual, teams, and buildings.
   3. The District, in consultation with the Strategic Planning Resources Group, will seek teacher feedback on technology integration professional learning through the Strategic Plan/Program Survey.

SECTION 14.6.7 - CURRICULUM ADOPTIONS AND SUPPORT OF MANDATED ASSESSMENTS

The District and the Association acknowledge the importance of examining potential new curriculum, including assessments, for compliance with state mandates, alignment with District strategic planning, budget considerations, and impact on certificated staff workload. The District and the Association also desire to select and implement assessment strategies that provide meaningful information to help guide our educational practices without significantly reducing classroom instructional time and/or teacher time for grading.

A. Curriculum and Assessment Adoption and Refinement

1. The District agrees to use input from the Strategic Planning Representative Group (SPRG) as a primary element of the curriculum and assessment adoption, implementation, and refinement process. The goal of that process will be the implementation of new curriculum in a manner that ensures seamless integration into staff and student teaching and learning. SPRG input will be included in all curriculum and assessment adoption and refinement activities at all grade levels and for all programs.
2. The District and Association agree to work toward a balanced, comprehensive assessment system. The District and the Association agree that a balanced assessment system takes into consideration the impact on teacher workload resulting from added time for administration and grading. Use of large-scale state assessments, District interim assessments and classroom/curriculum-based formative and summative assessments will be considered as part of that work.
3. By October 1 annually, the District will identify and communicate which District and state assessments are required and which ones are available for optional use.
4. When developing new District mandated assessments and expectations, whenever possible, new assessments will be directly aligned to state and District identified anchor standards.
5. To ensure consistent communication and expectations for actions around assessments, administrators and building teacher leadership will share joint responsibility to support staff in the areas of curriculum, assessment, and instruction.
6. The District will maintain and communicate a State and District Mandated Assessment document for the use of administrators and teachers for planning and preparation purposes.

B. The District will address the following items to support our assessment activities:

1. A. Based on the need for one-to-one certificated administration of universal screeners in reading and math for K-1, funds for substitute coverage will be provided at sixty (60) minutes per student per year.
2. The Assessment office will establish a schedule and arrange for any required paper-based District assessments to be printed at the print center and delivered to the buildings prior to the assessment window.
3. Provide secure electronic-based District assessment, if appropriate.

ARTICLE 15 | PROFESSIONAL JUDGMENT

Professional judgment refers to the ability of educators to use their expertise and experience to make decisions that lead to equitable opportunities and inclusive practices in the interest of their diverse students and their unique needs. Professional judgment involves using knowledge and skills to assess a situation, evaluate options, and make informed decisions. Teachers use Professional Judgement to adjust instruction and pacing to meet the needs leading to equitable outcomes for their students within the course of study and the District's established instructional program and policies.

Teachers are supported in using professional judgment when implementing the District's adopted curriculum, pacing guides and policies within their area of responsibility.

ARTICLE 16 | EMPLOYEE FILES

SECTION 16.1

The contents of an employee's District file will be the following:

A. Application
B. Correspondence
C. Pertinent data concerning the employee
D. Summary evaluation reports

SECTION 16.2

All employees' District and building files will be kept confidential and will be available for review on a need-to-know basis by:

A. The individual employee and subject to the employee's consent and knowledge, a specified authorized representative; and
B. Those District employees and representatives designated by the Superintendent have a need to review the file in order to assist the performance of the functions of Human Resources.

SECTION 16.3

Upon request, a copy of any document contained in an employee's District and building files will be afforded the employee. The contents of all employee files maintained by building administrators and/or program supervisors will be shown to employees upon request. Employees are requested to sign each document kept permanently in their building files to acknowledge that they have seen their building/program file contents. The signature of the employee does not imply that he/she agrees with the contents of the document. Each year, at the employee's request, the principal and the employee will review the building file and remove anything that they mutually agree is no longer pertinent.

SECTION 16.4

The employee will make an appointment in advance to see his/her District or building file.

SECTION 16.5

There will be no secret files. Processed grievances and investigation files will be kept apart from the employee's District and building files.

SECTION 16.6

All information, forming the basis for any formal disciplinary action, whether contained in District or building files, may be removed after:

1. Two (2) consecutive years, if discipline was Level 1 or Level 2
2. Three (3) consecutive years, if discipline was more than a Level 2

Letters of direction are not considered disciplinary action, and as such, are not contained in employees' personnel files.

Upon written request of the employee, such materials contained in the building or District file shall be removed after the above timelines and the written request shall also be destroyed.

However, should the same behavior which resulted in a Level 2 warning or greater be repeated, the documentation related to the previous discipline shall be returned to the employee's file and used for progressive discipline if the District determines that a pattern of behavior exists. All such documentation shall remain in the employee's file at the District's discretion.

Any discipline administered for sexual misconduct, verbal, or physical abuse, as defined in law may not be expunged in accordance with law.

SECTION 16.7

An employee may attach a written statement to any document contained in his/her District or building file.

SECTION 16.8

No document containing information about an employee may be used as evidence in any formal disciplinary action unless it has been shown to the employee at least two (2) working days prior to such disciplinary action.

ARTICLE 17 | EMPLOYEE FACILITIES

SECTION 17.1

Each building where employees are working will conform to federal, state, and local health and safety rules and regulations. Buildings should contain the following:

A. Space in each classroom, or in close proximity to each workstation, to safely store instructional materials, supplies, and personal belongings.
B. A work area containing equipment and supplies to aid in the preparation of instructional materials with appropriate technology as determined by specific program needs. If such work area is not available for teachers during their planning/preparation time in the areas of material/hands-on lab classes in the areas of science, art, and career/technical education, a remedy of one-thousand dollars ($1,000) will be applied (pro-rated per year).

C. A serviceable desk or table and chair, book storage, and a lockable filing cabinet, of two (2) to four (4) drawers for use by the employee occupying a teaching station equitably supplied with basic curriculum materials within the parameters of curricular adoptions.
D. A furnished faculty lounge separate from any work area that may be used as a dining area separate from students.
E. Clean restrooms separate from student restrooms.
F. A reasonable effort will be made to provide, where possible, within existing school buildings, a place where staff can lie down, separate from students, in the event a health condition makes this necessary.

SECTION 17.2

In response to a call to Support Services, every effort will be made to achieve an appropriate temperature and/or air quality in the classroom as soon as possible. The principal will make every effort possible to locate alternate quarters in those cases where extreme conditions exist.

SECTION 17.3

The District and the Association acknowledge that all employees shall be provided a safe working environment. If an employee believes their personal safety, or the safety of students is compromised, the following procedures will apply:

The employee shall notify the building principal regarding the safety concern. The building principal shall work with the employee to resolve the concern(s). If the problem is not resolved, the employee may seek assistance from the building safety committee. Should safety concerns remain unresolved, further assistance may be sought from the Labor Management Team.

ARTICLE 18 | STUDENT DISCIPLINE

SECTION 18.1

The District will support employees in their lawful use of prudent and disciplinary measures to maintain order and protect the safety and well-being of students in their charge. Students will be disciplined based on a plan collaboratively created in each building in accordance with state and federal laws, District policies, and school discipline rules.

Each building shall use the building decision making model to create a plan for building-specific discipline practices including:

1. Communication protocols and expectations;
2. Roles and responsibilities;
3. Process for addressing concerns.

The plan shall be reviewed by staff annually.

SECTION 18.2

When an educator exercises authority to control and maintain discipline, said employee will use reasonable and professional judgment. (See Article 15).

Results of discipline administered outside of the classroom shall be communicated to staff with a valid educational interest.

SECTION 18.3

The District will make available on the District website to each member of the bargaining unit the following District policies: 3200 and 3200P Student Rights and Responsibilities and Procedure, which includes Statement of Rights, Responsibilities and Authority of Certificated Staff;-4129, Family Involvement; and-3207, 3207P, and 3207F Prohibition of Harassment, Intimidation, and Bullying, Procedure, and Reporting Form.

SECTION 18.4

Employees shall have the authority to exclude from their classrooms or activity area any student who creates a disruption of the educational process in violation of the building disciplinary standards for all or any portion of the balance of the school day, and up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first: provided that, except in emergency circumstances, the teacher shall have first attempted one (1) or more alternative forms of corrective action; provided further that, in no event, without the consent of the teacher, shall an excluded student be returned during the balance of that class or activity period.

Prior to readmission of a student, following suspension or discipline in excess of five (5) days as per procedures outlined in District policy, there will be a written statement to all parties (teacher, principal, parents/guardians, and student) as to the future expected behavior of the student.

In anticipation of any student's return to class, teachers will be provided an opportunity to problem-solve with administration and provide input on a re-entry plan for student success.

SECTION 18.5

Certificated staff are authorized to use reasonable force toward a student or another person as part of their assigned responsibilities when an employee is threatened with injury or comes to the aid of another person about to be injured, or to prevent malicious interference with real or personal property, which is in their possession, or in the possession of another employee or student on school premises.

Administrative Policy 3246 Procedure 3246P outline the definitions, general use, conditions, and prohibited practices related to restraint and isolation for all students. It emphasizes that restraint and isolation can only be used under certain conditions and requires staff to be trained in trauma-informed crisis intervention and de-escalation techniques. The document also addresses the degree of force, monitoring, post-incident notification and review with parents/guardians, incident reports, resolution of concerns, providing parents/guardians with policy information, and staff training requirements. The Special Services department is responsible for maintaining documentation of incidents and submitting annual reports to the Office of Superintendent of Public Instruction.

When a classroom is disrupted by student behavior that impacts the safety of the student or the classroom community, the teacher and administrator will collaborate on a re-entry plan prior to the return to class.

Considerations:

- Communication plan in the event of a repeat occurrence
- Safety plan
- Teacher trauma support
- Meeting with parents
- Links to board policies around discipline

- Threat assessment
- Restoration of damaged relationships
- IEP/Guidance Team/SIT meeting
- Due process rights

SECTION 18.6

Plans to support student behavior will include educator input and must be communicated to educators with a valid educational interest prior to implementation or substantive change to an existing plan.

Behavioral support plans for students with continuing needs will be reviewed and shared from year to year with educators who have a legitimate educational interest as defined by FERPA.

SECTION 18.7

Students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff, and to other staff with a legitimate educational interest.

SECTION 18.8

LWEA Building Representatives and Administrators will jointly receive an annual training to review discipline procedures and policies, especially any updates to current law or board policy.

ARTICLE 19 | LEAVES

SECTION 19.1

If the employee fails to return at the expiration of any leave, this action will terminate the employee's contract with the District. Inappropriate use of leave may result in discipline.

SECTION 19.2 - SICK LEAVE (ILLNESS, INJURY AND EMERGENCY)

SECTION 19.2.1 – SICK LEAVE

At the beginning of each contracted school year the employee will be credited with an advanced leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury or emergency of the employee or immediate family member of the employee. Employees under contract with the District as part-time employees will receive up to twelve (12) days leave prorated based on FTE.

A. All twelve (12) days may be used for illness or injury.
B. Up to three (3) days may be used per year for emergencies as defined in Section 19.3.
C. Employees who adopt and/or foster a child(ren), may take up to twenty-five (25) days for initial care of the child(ren). When both adoptive and/or foster parents are employed by the District, such leave can be used consecutively.
D. In the case of the birth of a child, when both parents are employed by the District, the non-birth parent may use his/her sick leave for up to six (6) calendar weeks after the birth parent's temporary disability leave for childbirth has expired, in lieu of taking leave to care for the birth parent.

E. Each employee's portion of unused leave will accumulate from year-to-year up to a maximum of 204 days.
F. Whenever possible, employees should schedule medical appointments outside of the regular workday.
G. Should an employee be gone from the assigned work site for less than a half day, the employee will be charged the amount of sick leave for only the time that they are gone, rounded to the nearest quarter hour.
H. A certificated employee may take up to a half day or a whole day of sick leave for medical appointments and shall be charged accordingly against their accumulated sick leave balance.

Section 19.2.1.1

Employees with experience in other Washington school District(s) will, upon request, be allowed to transfer to the District any sick leave accumulated in the other Washington school District(s), in accordance with state statutes.

Section 19.2.1.2

Employees terminating employment will lose the benefit of any cumulative sick leave, except that forty- five (45) days may be credited for purpose of retirement in accordance with law.

Section 19.2.1.3

If an employee is absent for more than five (5) consecutive work days, the District reserves the right to request a doctor's certificate for absences due to illness or injury.

SECTION 19.3 – EMERGENCY LEAVE (FORM 6509 REQUIRED)

Up to three (3) days may be used per year for emergencies. Emergency leave will be deducted from sick leave. Emergency leave must be requested on the Employee Request for Leave – Form 6059 and submitted to HR Leaves with Human Resources. Conditions for granting emergency leave are as follows:

A. Situations in which pre-planning by the employee is not possible, is serious, is essentially unavoidable, is of importance, and is not one of mere convenience.
   1. Some examples of situations that qualify for emergency leave are:
   2. Threat to an employee's property (flooding, storm, fire, etc.).
   3. Attend the funeral service of a non-covered family member or close family friend (limited to one (1) day).
   4. Extension of bereavement leave due to special circumstances such as travel conditions and/or distance.
   5. Other emergency events requiring time away from assigned duties and which are beyond the control of the employee, or which cannot reasonably be anticipated or avoided and fall under the definition above.
B. Requests for additional emergency leave may be determined and granted by the Superintendent or designee in excess of days granted above.

SECTION 19.4

If an employee is granted leave without pay, a deduction of the full amount of the employee's salary and compensation as appropriate will be made for each day's absence, beginning with the first day.

SECTION 19.5 – SHARED LEAVE

The Superintendent or designee will administer the shared leave program in accordance with law.

SECTION 19.6 – TEMPORARY DISABILITY LEAVE

Employees, subject to this Agreement, who are unable to perform the functions of their position for medical reasons, may request a temporary disability leave. Temporary disability leave may be granted for illness, injury, surgery, or because of pregnancy or childbirth and may only be granted for the period of actual disability and up to one (1) year with the possibility of an extension.

SECTION 19.6.1

The employee will notify his/her immediate supervisor and the Superintendent or designee, in writing as to the nature of the expected disability, the beginning date and the expected duration, as verified by a qualified physician. If possible, such notification will be made at least sixty (60) calendar days prior to the

starting date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee, and the employee's attending physician. The District may require a doctor's certification that the employee is able to continue to work during that period between the request for the leave and its commencement without jeopardizing the employee's health or the safety of others.

Expiration of the temporary disability leave will be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position.

SECTION 19.6.2

Upon return from temporary disability leave, the employee will be returned to the same position he/she held prior to the leave provided such position is available, and the leave did not exceed one (1) full school year, or in the case of leave which commenced during a school year, the duration of the school year, subject to any applicable District policies or collective bargaining agreement provisions including those pertaining to reductions in programs, services, and personnel. If the position is no longer available, the employee will be placed in another similar position.

SECTION 19.6.3

An employee on approved temporary disability leave will retain accrued sick leave under Section 19.2.1 and seniority rights. Employees granted temporary disability leave shall apply any accrued sick leave to the period of temporary disability leave, except that five (5) days of accrued sick leave may be reserved for subsequent and different disabilities upon formal request for such reservation. Leaves in excess of sick leave benefits, excluding the five (5) accrued sick leave reserve days, if so reserved, will be without pay.

SECTION 19.7 – FAMILY MEDICAL LEAVE ACT (FMLA)

Immediate family for purposes of this section shall be defined as the employee's child (biological, adoptive, de facto, foster), parent, step-parent of the employee, or spouse of an employee.

Employees will be provided leave consistent with the Federal Family Medical Leave Act for certain family and medical purposes to qualified employees for up to twelve weeks per year. Application guidelines are consistent with the provisions of the State Family Care Leave, as defined in law.

SECTION 19.7.1 - WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

The District and employee will be subject to the rights and responsibilities of the Paid Family and Medical Leave program (PFML) under the Washington State Family and Medical Leave and Insurance Act. Eligibility and use will be determined in accordance with the law.

SECTION 19.8 – BEREAVEMENT LEAVE

In the event of a death in the immediate family/household of the employee, an absence of up to five (5) workdays with pay will be permitted.

Employees may use 1 (one) day of emergency leave per Section 19.3 to attend the funeral services of a non-covered family member or close family friend. Bereavement leave must be requested on the Employee Request for Leave – Form 6059 and submit to HR Leaves with Human Resources.

Bereavement leave will be non-accumulative.

SECTION 19.9 – ANNUAL LEAVE

Employees shall be granted up to three (3) days (prorated by FTE) with pay per year for annual leave which can only be taken in half or full-day increments. If possible, annual leave should be scheduled at least forty-eight (48) hours in advance. Annual leave may not be used on the first or last day of school. Employees may not take annual leave on a full LEAP day without prior approval by Human Resources. Requests for annual leave may not be made in excess of an employee's annual leave balance/projected balance. No more than forty (40) employees per day may access annual leave. However, on Fridays and the day before and after holidays and school breaks the limit shall be no more than thirty-five (35) employees per day accessing annual leave. Such limits will apply to employees requiring substitutes. Annual leave will be allocated on a first-come, first-served basis. Any exception must be approved by the Superintendent or designee. To request an exception, employees must submit Employee Request for Leave – Form 6059 and submit to HR Leaves with Human Resources. Employees using annual leave during early release LEAP Wednesdays and full day LEAP will be responsible for the skills and knowledge covered in their absences.

SECTION 19.9.1 – ACCUMULATION OF ANNUAL LEAVE

An employee may accumulate up to thirty-seven and a half (37.5) hours of annual leave. In order to carry over unused annual leave, employees must request in writing or via e-mail the amount of annual leave to be carried over. Such written request must be received by the payroll department no later than June 30.

Unused annual leave not requested to be carried over will be automatically cashed out at the substitute teacher rate of pay at the end of each school year.

SECTION 19.10 – LEAVE WITHOUT PAY

An employee may request leave without pay for significant life events or educational pursuits which will enhance the employee's service in the District. Leave Without Pay shall not be requested/used for vacations. Annual leave must be exhausted before requesting leave without pay. To request leave without pay, employees must submit Form 6059 to Human Resources at least thirty (30) calendar days in advance when possible.

Should the request be denied, the employee may appeal to the Superintendent or designee. The Superintendent or designee will make the final decision after consultation with DLM for further consideration of the request. The decision of the Superintendent or designee shall be final.

SECTION 19.11 – PERSONAL LEAVE OF ABSENCE

Personal Leaves of Absence without pay and benefits for not less than one (1) semester at the secondary level or not more than one (1) year at either level may be granted to employees, subject to this agreement. Requests for personal leave are approved by Human Resources on a yearly basis.

- Upon on return from a one (1) year personal leave of absence, the employee will be returned to the identical position held prior to the leave, provided such position is available and the leave did not exceed one (1) full year.
- Application for such leave for **elementary educators** must be made on or before the first Friday in March of the school year. The application must state the reason for the request. By the first Friday in March of the year of the leave, the employee will give written notice of his/her plan to return to the District. Failure to provide notice of return will be deemed that the employee has resigned.
- Application for such leave for **secondary educators** must be made on or before the last Friday in January of the school year. The application must state the reason for the request by the last Friday in January of the year of the leave, the employee will give written notice of his/her plan to return to the District. Failure to provide notice of return will be deemed that the employee has resigned.
- A one (1) year leave of absence may be granted for the year following the expiration of the initial leave of absence for the purpose of completion of an approved program. Such leave will be without pay or benefits.
- Upon return from a leave of more than one (1) year, the employee is not guaranteed an identical position held prior to taking the leave but will be assigned to an equivalent position subject to the collective bargaining agreement.

SECTION 19.12 – PUBLIC OFFICE LEAVE

Upon the recommendation of the employee's immediate supervisor and the Superintendent or designee, and subject to the approval of the Board, an employee will be granted leave without pay or benefits for a period not to exceed one (1) year. Extension of such leave may be granted upon reapplication. The employee must show evidence that he/she has been duly elected or appointed to an official public office.

SECTION 19.12.1

Applications for such leave must be made as soon as possible following certification of the election or appointment. The employee on leave must notify the District by February 15 of his/her plan to return to active employment for the ensuing year. Failure to do so will be deemed resignation from employment.

SECTION 19.12.2

Employees returning from such leave are not guaranteed the identical assignment held prior to taking the leave, but where possible will be returned to a position equivalent to the one held before the leave, subject to any applicable District policies or this Agreement, including those pertaining to reductions in program, services, and personnel. The employee will not advance in experience on the salary schedule, nor will the employee be eligible for employer-paid benefits while on leave.

SECTION 19.13 – OBLIGATORY LEAVES

SECTION 19.13.1 – CHILD CARE LEAVE (FORM 6059 REQUIRED)

Any employee may request long-term child-care leave without compensation for the purpose of legally adopting a child or care for a child up to school age or a medically ill dependent child. Leave for such a purpose will be for not more than two (2) instructional school years for each occasion. However, the maximum number of consecutive years that will be granted is four (4). Such leave will be exclusive of any temporary disability leave granted for childbirth. Leave granted under the Family Medical Leave Act (FMLA) or Washington State Paid Family and Medical Leave (PFML) will run concurrently with Child Care Leave.

If a child-care leave commences after winter break, such time will not count against the two (2) years.

To request such leave, the employee should submit Employee Request for Leave – Form 6059 and submit HR Leaves with Human Resources. Such request, when possible, will be made at least thirty (30) calendar days in advance of the proposed starting date of the leave and clearly state the intended purpose and duration of the leave.

Section 19.13.1.1

The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program and the desire of the employee and the attending physician, where applicable. The overriding concern will be the fulfillment of the goals of the District. The return date shall be at the beginning of second semester or as otherwise approved by the Superintendent or designee.

Section 19.13.1.2

Long-term childcare leaves for employees will be without compensation and employer-paid benefits except as those provided in Section 19.10 and/or under the Family Medical Leave Act (FMLA) or Washington State Paid Family and Medical Leave (PFML). Employees will also retain all seniority and leave accrued and will be able to self-pay for health insurance plans which allow such payment. Seniority will not accrue during such leave.

Section 19.13.1.3

Upon return from a one (1) year childcare leave, the employee will be returned to the identical position held prior to the leave, provided such position is available subject to any applicable District policies or collective bargaining agreement provisions including those pertaining to reductions in programs, services and personnel. Should the identical position not be available, the employee will be assigned to an equivalent position.

Should the childcare leave exceed one (1) full school year notwithstanding the case of leave which commenced prior to winter break for elementary staff or prior to the beginning of second semester the employee is not guaranteed an identical position held prior to taking the leave, but will be assigned to an equivalent position subject to the collective bargaining agreement.

Section 19.13.1.4

Employees may use their accrued sick leave while on childcare leave.

SECTION 19.13.2 – ADOPTION/FOSTER PARENT LEAVE

Adoption leave may be granted to either or both parents for a period of up to five (5) days with pay. Such leave may be used for court and legal procedures, home study and evaluation, and

required home visitation by the placing agency. See also Section 19.2.1, which provides up to twenty-five (25) days of additional leave from the employee's sick leave. If both parents are employed by the District, each employee may use their leave consecutively.

SECTION 19.13.3 – JURY DUTY AND SUBPEONA LEAVES

Upon receipt of a jury summons or a subpoena, the employee will immediately notify his/her administrator and the Human Resources Department. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service or of witness service. The employee's pay will not be deducted for required court proceeding(s) associated with jury service or compliance with a subpoena that arises from his/her employment and in the interest of the District.

If the employee is plaintiff or defendant in a case, there will be no compensation, except out of defensive judicial proceedings arising from the nature of his/her employment in the interest of the District.

SECTION 19.13.4 – MILITARY LEAVE

Military leave, whenever possible, will be scheduled during non-contractual days and will be granted in accordance with law. Employees called to active duty will be provided all rights in accordance with all applicable laws.

SECTION 19.13.5 – RELIGIOUS OBSERVANCES – ABSENCE FROM WORK

Employees whose religious affiliations require observances of mandatory holy days on days when school is in session will be granted up to three (3) days leave for this purpose.

The employee shall make up each day missed by performing professional tasks under the supervision of his/her principal or supervisor on a mutually agreeable non-school, non-per-diem day, which falls between five (5) workdays before the opening and five (5) workdays after the closing of the employee's current contract year. The make-up-date(s) will be specified on the leave request form and shall be performed in increments determined by the staff member and his/her principal or supervisor.

Accountability for making up the days will rest with the employee and the principal or supervisor. An employee desiring to take leave under this section must notify his/her principal or supervisor three (3) school days in advance of the requested leave.

SECTION 19.13.6 – ASSOCIATION OR AFFILIATE LEAVE

Upon written application, the District will grant a leave for length of term for any employee who can show evidence that he or she has been duly elected or appointed to any office in the Association or its affiliate organizations.

Section 19.13.6.1

While on association or affiliate leave, the employee will be entitled to the same wages and benefits as if he/she were teaching in the District. This section will apply providing that the District is reimbursed the dollar amount equal to the salary and benefits paid to the employee while on leave. Such payment will be made on or before the 20th of each month during such leave.

Section 19.13.6.2

Upon return from Association leave, the employee will be returned to the same position he/she held prior to the leave, provided such position is still available and the leave did not exceed three (3) school years, subject to any applicable District policies or collective

bargaining agreement provisions, including those pertaining to reductions in programs, services, and personnel. If the position is no longer available or the leave exceeds three (3) school years, the employee will be placed in similar position.

Section 19.13.6.3

Leave under this provision may be extended upon official notification from the employee and the organization or association involved.

SECTION 19.13.7 – ASSOCIATION BUSINESS LEAVE

The District will grant up to sixty-five (65) days per year, with additional days as per current practice, to employees for the purpose of Association business. Requests will be made to the Superintendent or designee and such leave will be granted, provided that the leave does not present a hardship on the educational program in any school. The Association will reimburse the District the cost of necessary substitutes.

ARTICLE 20 | SALARIES, STIPENDS AND EXTENDED CONTRACTS

SECTION 20.1

All salary and compensation increase (including increments, educational advancements, and benefits) are granted only on the basis that such increases will not cause the District to violate any applicable law, the Appropriations Act or any rules or regulations adopted pursuant to state statutes dealing with salary and compensation issues. In the event any such violations should occur, the District agrees to meet with the Association to determine an appropriate method of adjusting bargaining unit salaries and compensation to a level which will insure conformity to such laws, rules, and regulations. Such adjustment will be made as soon as practical.

SECTION 20.2 – SALARY SCHEDULE AND STIPEND SCHEDULES

Salary Schedules and Stipend Schedules for the duration of this agreement shall be incorporated into this agreement when ratified by the Association and the District and shown in Appendix A.1. For 2023-2024, Appendix A.1 will reflect an increase of State determined inflationary adjustment (IPD) to base salary.

The District also agrees to adjust Appendix D by the state determined inflationary adjustment (IPD). The same percentage increase shall apply to all bargaining unit members and said adjustment will be computed as set forth in this article.

SECTION 20.2.1 – OVER/UNDERPAYMENT

The District and the Association agree that in situations where a bargaining unit member has been paid incorrectly, the period of time to be considered for reimbursement shall be one (1) year from the date of discovery. This will pertain to instances in which the member owes the District money due to overpayment and instances in which the District owes the member money due to underpayment.

SECTION 20.3 – EXPERIENCE INCREMENTS AND EDUCATIONAL ADVANCEMENT

The District will provide experience increments and educational advancement for credit on file, as of October 1 of each year. Such experience increments and educational advancements will be within the

legal limits for salary increases; and if the legislature does not provide any increases for salaries for any one (1) year for non-supervisory personnel, then the salary increases for experience and educational advancements for non-supervisory personnel shall be limited to the funds authorized by the legislature for non-supervisory personnel for increments and educational advancements. Advancement for work experience requires the employee complete one (1) year of work experience in a position requiring a certificate or equivalent.

Salary Schedule Placement and Advancement: Each certificated instructional employee shall be placed on the highest step possible of the salary schedule based on the employee's highest educational attainment level, total eligible education credits, and certificated years of experience as defined in this agreement. Previous experience and education credits for new employees shall be applied in the same manner as if those credits and experience had been earned while in the District.

SECTION 20.3.1

All educational credit for salary schedule advancement must be filed with the District by October 1 of each year of the contract. Employees hired after the first day of the school year must have their college and experience credits on file with the Human Resources Office by October 15 or within thirty (30) days, whichever is later. Failure to meet such timeline will cause the employee to lose consideration for such credits until the following school year.

SECTION 20.4 – SUPPLEMENTAL COMPENSATION

Supplemental compensation will be paid by separate contract pursuant to law according to the rates and amounts specified in Appendices A & D to this agreement. Such compensation so paid shall not be deemed an increase in salary or compensation for the purposes of RCW 28A.400.200. Supplemental contracts are for one (1) year only. No person contracted for such a position should assume that said assignment would continue for more than one (1) year.

SECTION 20.4.1 - EXTRA DAYS

Extra days shall be paid at the employee's per diem rate. These days are LEAP days.

SECTION 20.4.2 – EXTENDED DAYS

Extended days shall be paid at the employee's per diem rate. Extended contracts will be issued to all employees who are required, due to the nature of their regular duties, to devote additional time beyond the regular school day or school year. The District must authorize extended contracts.

SECTION 20.4.3 – PER DIEM DAILY RATE

An employee on an extended contract who is authorized to work additional days beyond the school year will be paid a daily rate determined by dividing the employee's salary by the number of days in the base contract.

Section 20.4.3.1 – PER DIEM HOURLY RATE

The employee's hourly rate will be determined by dividing his/her daily rate by seven and one- half (7.5) hours.

SECTION 20.4.4 - STIPENDS

A complete list of all allocated stipends will be given to staff each year. Any certificated staff member who is interested in any position should notify the principal of said interest. The

principal will make all decisions surrounding the filling of stipend positions. Stipends listed in Appendix D if allocated, and if offered, must be filled by certificated staff.

SECTION 20.4.5 – TIMECARD RATE

The timecard rate as specified in Appendix A will be paid for any hourly work paid on a timecard, such as loss of planning, curriculum work, workshops, trainings, WaKIDS elementary conference pay, etc.

SECTION 20.5 – INCENTIVE TO ATTRACT AND RETAIN HIGH QUALITY EDUCATORS

Based upon years of experience as established in Section 21.1.1 employees will receive the following:

0-9 teaching years	two thousand ($2000) dollars
MA+0 and above 10 -15 teaching years	twenty-five hundred ($2,500) dollars
MA+0 and above 16+ teaching years	five thousand ($5,000) dollars

ARTICLE 21 | SALARY FACTORS OF COMPENSATION

SECTION 21.1 – EXPERIENCE AND EDUCATION DETERMINE SALARY PLACEMENT

Once initially placed, to advance on the salary schedule due to education credits or clock hours, employees are responsible for providing documentation of completed academic credit and in-service (clock hours). All education credits and clock hours submitted by October 1 shall be used in calculating the advancement for the employee. This includes hours outside of approved Professional Educator Standards Board (PESB) providers when provided by approved state agencies such as the Washington State Department of Health. The annual salary shall be paid retroactively to the first day of assignment for the current school year.

Accumulation of credits (experience and education) will be rounded to one decimal. When calculations require rounding, a decimal ending with a 5 or higher is rounded up; a decimal ending with a 4 or lower is rounded down.

Appeals Process: On a case-by-case basis, when documentation for salary placement or advancement is denied due to not meeting the outlined criteria, the Salary Placement and Advancement Review Committee (SPARC) will review appeals and make decisions based on the submitted salary placement documentation for the current school year. The annual salary shall be paid retroactively to the first day of assignment for the current school year. The appeals process should include employees' justification for their appeal. SPARC will review the documentation submitted.

Hold Harmless: Due to the complex nature of recognition of experience and education credit the parties believe there may be times when a situation not contemplated will arise. When faced with these situations, the parties agree to bring the issue to Labor Management and use the 2017-2018 S-275 Personnel Reporting Handbook for guidance as it relates to the recognition of employment and education experience for salary placement.

SECTION 21.1.1 – EXPERIENCE

Definition and Accrual of Certificated Employment Experience

Employees will accumulate full-time and part-time certificated employment experience for any employment in a public or private preschool, elementary and secondary school requiring certification for which the employee held an education certificate or permit.

When experience credit has been earned outside the District, full-time equivalency shall be determined by the previous employer of record and verified by the employee having the previous employer(s) complete and submit an employment verification form directly to Human Resources. Substitute days are accumulated as part-time professional education employment and may be accrued up to 1.0 FTE per 12-month period.

No more than 1.0 FTE per year of work experience may be earned during any traditional academic year or during any twelve-month period. Time on an unpaid leave of absence may not be used for accrual.

Work experience must be earned prior to the current reporting school year and can be earned in the state of Washington, out-of-state, and in a foreign country. Employees may also earn certificated employment experience in private or public vocational-technical schools, technical colleges, community/junior colleges, colleges, universities, and tribal schools in positions comparable to those which require certification in WA public school Districts. In addition, the Centrum education program, the Pacific Science Center education program, the Seattle Children's Hospital education program, and educational centers authorized under RCW 28A.205 are included in this section.

In addition to employment credit for school service, employees serving in the role of occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists, nurses, social workers, counselors, and psychologists regulated under RCW 18 may include experience both in schools and other non-school positions as OTs, PTs, SLPs, Vision-Orientation and Mobility specialists, audiologists, nurses, social workers, counselors, or psychologists that required licensure/certification as a condition of employment, excluding self-employment. Verification of employment is required to receive credit. The calculation shall be that one year of service in a non-school position counts as one year of service for the purposes of placement on the salary schedule. Non-school years of service included in calculations under the subsection shall not be applied to service credit totals for purposes of any retirement benefits.

SECTION 21.1.2 – EDUCATION

A Bachelor's degree will constitute the minimum academic requirement for employment. The minimum academic requirements for employment for non-degreed vocational educators are defined in Article 21.1.2.2 F.

A. Application of highest degree and accrual of education credits

When calculating salary placement and advancement, total eligible education credits will be calculated as the highest degree earned plus any academic and in-service credits not contributing towards the highest degree earned. Excess academic and in-service credits must be earned after employee's first bachelor's degree is awarded. After initial placement as a non-degreed vocational educator all credits earned shall serve toward advancement on the salary schedule.

B. **Definition and Accrual of Highest Degree Type**

When multiple degrees of the same level are earned, the first conferring degree is used for initial placement until a higher-level degree is earned. Any degree not used for initial placement will be eligible for use as education credits with regards to salary placement and advancement.

When a degree program requires more than forty-five (45) credits, credits in excess of forty-five (45) will be eligible for use as education credits. For example, if a MA program requires 60 credits, only the first 45 would be necessary for placement on the salary schedule MA column. The remaining 15 credits would be "in-excess" and count the same as Academic Credits, as defined in Section D below, post MA.

Employees will remit an official transcript issued by the registrar of an accredited institution of higher education as defined in WAC 250-61-050. Electronic transcripts from the registrar of the institution sent directly to Human Resources are acceptable copies for purposes of documentation. An accredited institution of higher education is one that has been accredited by a national or regional accrediting association recognized by the Washington Student Achievement Council and the Secretary of the United States Department of Education. If an employee has a degree from a foreign institution, they must provide a statement of degree equivalency from an approved foreign credentials evaluation agency.

C. **Eligibility requirements for academic and in-service hours (clock hours)**

All education credits must be earned after the first bachelor's degree unless the employee is employed under a non-degree certificate. (For those working under a non-degree certificate, please see section 21.1.2.2 specific to non-degree certificated employees.) All education credits must have been earned on or before October 1 of the year for which they will be used to calculate the employee's salary. Once credits have been determined to meet one or more qualifying District criteria, courses will continue to be recognized in subsequent school years.

Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria. Examples might include a change in PESB rules, a change in the District's strategic plan, a change in the school-based plan for the school in which the individual is assigned and change in the individual's assignment, or a change in the individual's employer.

D. **Academic credits shall mean education credits determined as follows:**

Academic credits are credits earned from an accredited institution of higher education and were not used to establish the employee's highest degree. The credits must be at the 100 level or higher and are transferrable or applicable to a bachelor's or more advanced degree. Credits used as academic credits cannot be also counted as in-service (clock hour) credits or nondegree education credits. Academic credits will equal the number of quarter hour units. If an institution uses semester hours, they will be converted to quarter hours and then applied to the accrual calculation.

Employees will submit an official transcript issued by the registrar of an accredited institution of higher education as defined in WAC 250-61-050 for credits completed after the bachelor's degree was awarded. Electronic transcripts from the registrar of the institution sent directly to Human Resources are acceptable copies for purposes of documentation. If an employee has credits from a foreign institution, they must provide a statement of credit equivalency from a foreign credentials evaluation agency.

E. **In-Service (clock hour) credits shall mean education credits determined as follows:**

In-service clock hour credits shall be earned after August 31, 1987, and after the awarding or conferring of the employee's first bachelor's degree. After initial placement as a non-degreed vocational educator, all credits earned shall serve toward advancement on the salary schedule.

In addition, clock hour credits must have been earned on or before October 1 of the year for which the employee's salary is being calculated. Clock hours must be a minimum of 1 hour (for courses taken prior to August 24, 2019, clock hours must be a minimum of 3 hours).

In-service credits are earned through a program approved by the PESB pursuant to WAC 181-85-200. In-service credits cannot be used for satisfying the requirements of the employee's highest degree or be used in calculating academic credit or non-degree education credits. For every 10 hours of in-service credit earned (10 clock hours) the employee will accrue 1 education credit.

For individuals participating in an approved internship with a business, industry, or government agency pursuant to WAC 181.083, each forty hours of participation equals one in-service credit. No more than two in-service credits may be earned as a result of an internship during any calendar-year period. Each employee is limited to a maximum of fifteen in-service credits earned from internships for their career.

Inservice credits must be documented on OSPI approved clock hour documentation or approved state agency documentation. A certificate of completion, letter, or certificate of achievement or professional development can also be used when the educator holds a WA State Department of Health license in accordance with WAC 181-85-077.

F. **Career and Technical Education certificated employees: Recognition of additional work experience, CTE Clock Hours, and conversion of work experience to nondegree education credits.**

The provisions of this section apply to all Career and Technical Education (CTE) instructors working under an initial, continuing, or conditional CTE certificate. These employees are required to have already met the 6,000-hour (3 year) minimum requirement for occupational experience for their certificate.

After employees have met the initial 6,000-hour (3 year) minimum requirement listed above, they may accrue employment experience for those positions at the journeyman level or equivalent fully qualified level in the occupational field for which the vocational certificate is issued. Verification of employment is required to receive credit. Experience is granted on the basis of one (1) experience step for each two thousand (2,000) hours of work experience per year. This experience will be limited to six years.

All CTE certificated employees may apply CTE Clock hours earned for CTE training that is for the purpose of maintaining the CTE certification under WAC 181-77-003 toward placement and advancement on the salary schedule. For every 10 CTE Clock hours, the employee will be granted 1 education credit for salary schedule placement.

A non-degree certificated employee who is working under a CTE certificate (initial, continuing, or conditional) without a BA or higher-level degree may earn non-degree education credit through occupational experience through either paid or unpaid work in the field being taught. For every 100 hours of occupational experience beyond the 6,000-hour minimum required for nondegree certification, the employee may earn 1 education credit limited to 20 education credits per year. Industry experience in excess of 2,000 hours may not be banked or carried over from year to year. Each year must be calculated separately.

Section 21.1.2.1

BA 135 CAP:

Employees hired for the 1992-93 school year or before had until September 30, 1994, to attain a BA + 135.

LEGACY SALARY PLACEMENT:

Commencing with new hires for the 1986-87 school year and continuing thereafter, only experience and educational credits which the state recognizes for salary allocation purposes shall be credited for salary placement.

ARTICLE 22 | SEBB AND INSURANCE

SECTION 22.1 – ELIGIBILITY CRITERIA DEFINITION

Employees must meet 630 hours worked in the District per year from September 1 through August 31, to be eligible for SEBB benefits.

All eligible employees under the law, shall be eligible for full insurance coverage in accordance with SEBB rules and requirements.

Eligibility will be in accordance with SEBB rules and requirements as well as Article 3, Conformity to law. Teacher/educators that receive a contract will automatically be assumed to work the contracted hours and if those hours meet the eligibility criteria, will start receiving benefits on September 1.

Employees hired after September 1 and are contracted for a position that meet the eligibility criteria shall be offered benefits coverage based on SEBB Resolution 2018-32 regarding "mid-year hires."

SECTION 22.1.1 – SUBSTITUTE TEACHER ELIGIBILITY

In order to determine eligibility for substitute employees, the following eligibility questions must be answered:

1. Did the employee meet the eligibility criteria hours in each of the previous two school years and is returning to the same type of position or combination of positions with the District "the two- year look-back test"?
2. If the substitute meets the "two-year lock back test" then the District either:
   a. Anticipates that the substitute will work in their prior pattern, or
   b. If something has changed where the District no longer anticipates they will work in their prior pattern, this will be sent to the District Labor Management for consideration and final determination.

SECTION 22.1.2 – SUBSTITUTES WHO ARE ELIGIBLE DUE TO THE 2 YEAR LOOKBACK

- In August, District will review 2-year lookback hours for all active substitute employees
- If substitute meets the 2-year lookback test, the substitute will be eligible for benefits in September of each year if the employer anticipates they will continue to work in their prior pattern.
- In order to maintain eligibility during the year, the substitute must work enough hours each month, for the District to continue anticipating they will meet the eligibility criteria hour during the school year.
- The District will review hours in:
  - November (for open enrollment) – if pattern of hours worked will cause the employee not to meet the eligibility criteria hours for the year, substitute will lose eligibility at the end of November.
  - January – If pattern of hours worked will cause the substitute to not meet eligible criteria hours for the year, substitute will lose eligibility at the end of January.
- June – if pattern of hours worked will cause the substitute to not meet eligibility criteria hour for the year, substitute will lose eligibility at the end of June.

SECTION 22.1.3 – SUBSTITUTES NOT ELIGIBLE AT THE BEGINNING OF THE SCHOOL YEAR

Any substitute that is new to the District or does not meet the 2-year look back rule, may be eligible for benefits the month after they reach the eligibility criteria in the school year.

- e.g., a substitute reaches eligibility criteria on February 10, they will be eligible for benefits in March. Benefits continue through August.

- The Collaborative Review Committee will review data for substitutes where the 2-year lookback does not apply.

SECTION 22.1.4 – SUBSTITUTE TERMINATION OF BENEFITS

The substitute list will be reviewed by Human Resources each year. A substitute that Is no longer subbing for the District will be removed from the District sub list, which terminates employment.

SECTION 22.2 - BENEFITS

Benefit coverage for new employees will begin the first day of the following month after the first day of work when it is anticipated that the employee will meet eligibility criteria as defined above, except during the month of September when the employee's benefits coverage will begin in September, if the employee meets the eligibility criteria.

SECTION 22.2.1 – CONTINUITY OF COVERAGE

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee meets eligibility criteria. If an employee does not meet eligibility criteria, the employee shall be offered benefit coverage beginning in the month following the establishment of eligibility.

The District will provide the Association each month with a list of employees, who due to unpaid leave, will lose eligibility for benefits. If needed, questions will be brought to the District Labor Management.

SECTION 22.2.2 – TERMINATION/END OF BENEFITS

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefit through the last day of the month in which the resignation or unpaid leave is effective. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the District. Employees who retire in the month of June and have a termination date at the end of June will have their benefits terminated at the end of June.

The District will provide the Association each month with a list of employees, who due to unpaid leave, will lose eligibility for benefits. If needed, questions will be brought to the District Labor Management.

SECTION 22.3 – COLLABORATIVE REVIEW PROCESS

The parties therefore agree to the following:

- Meet on a regular basis to assess the impact of the transition of staff.
- Problem-solve around barriers or challenges to the transition.
- Reach mutual agreement on resolution to identified challenges or impacts.
- Review benefits eligibility/termination issues.

SECTION 22.4

The District shall pay the full portion of the employer contribution for insurance programs adopted in the Statewide Collective Bargaining Agreement for all employees who meet eligibility requirements as outlined below. Each employee shall pay their portion as adopted by SEBB.

Benefits offered by the District through SEBB include:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental (including orthodontia); and
- Medical

Employees are eligible to participate in the SEBB offered optional Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize employee payroll deduction for any supplemental insurance they elect to enroll I through SEBB (e.g., increased life insurance, AD&D, Long-term disability, etc.)

SECTION 22.4.1 – DEPENDENT COVERAGE

Legal spouses, state-registered domestic partners, children up to the age of 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support and dependents covered within the SEBB programs.

SECTION 22.5 – PAID FAMILY MEDICAL LEAVE (PFML)

The District will be responsible for its portion of the PFLM premium, and educators will be responsible for their portion of the premiums as established by law.

SECTION 22.6 – NEW EMPLOYEE DUTY TO ENROLL

New employees must sign up for insurance in the Payroll Office by October 15 or thirty (30) days from date of hire or they will be ineligible for insurance coverage until the next open enrollment period.

SECTION 22.7 – 403(B) PLANS

The District shall offer 403(b) plans in accordance with applicable law.

SECTION 22.8 – LIABILITY COVERAGE

The District will provide liability coverage for employees against claims for damages caused by that employee while performing his or her duties as an employee of the District.

SECTION 22.9 – PERSONAL PROPERTY

The District or its insurer(s) will reimburse the employee for loss or damage exceeding twenty-five dollars ($25.00) but not more than one thousand dollars ($1,000.00) to personal property caused while such employees are engaged in the maintenance of order and discipline, or the protection of school personnel, school property or students.

To the extent the District's insurance policy provides coverage and subject to the policy exclusions and limitations, the District agrees to pay loss incurred by an employee who sustains unforeseen,

unexpected, or unintended damage to the employee's personal property (excluding automobile) while the property is on District premises, and is being used for the purposes usual, customary and incidental to the employee's job duties.

Items of value over two hundred dollars ($200.00) shall be registered at the office if the item is to remain in the building overnight.

If property damage occurs in situations of authorized use of District equipment off school premises where reasonable care has been taken to protect such property, the District will be responsible for any uninsured expenses, including the insurance deductible and the replacement of the equipment at its discretion.

SECTION 22.9.1

Such insurance will not apply to the extent that any valid and collectible insurance, whether on a primary, contingent, or excess basis, is available to any employee under any other policy of insurance.

SECTION 22.10 – WORKERS COMPENSATION

Whenever an employee is absent from employment as a result of personal injury sustained in the normal course of employment and in the performance of his/her duties, the employee will be paid the difference between the employee's total compensation and state industrial insurance compensation for a period of such absence up to eighteen (18) months, or thirty-six (36) months if the injury is the result of a physical assault, from the date of injury. No part of such absence will be charged to annual or accumulated sick leave. The District reserves the right to require an examination of such employee by a physician designated by the District at District expense. L&I claims with unique circumstance will be reviewed at District Labor Management.

SECTION 22.11 - MALPRACTICE

The District will provide malpractice coverage for psychologists, occupational therapists and physical therapists, speech pathologists, and counselors. Coverage shall be a minimum of five-hundred-thousand dollars ($500,000).

SECTION 22.12 – INSURANCE STANDING COMMITTEE

A joint standing insurance committee will be composed of proportional representation from all employee groups and appropriate central office administrators. The committee will review state insurance program changes and annual open enrollment process and make recommendations for communication to employees.

ARTICLE 23 | TRANSFER AND REASSIGNMENT

SECTION 23.1

The District and Association recognize the desirability of making assignments that consider the interests and aspirations of employees. To this end, the District will make transfers and reassignments requested by employees in accordance with the provisions of this Article. In the event of a layoff, however, the voluntary transfer and reassignment procedures may be set aside.

SECTION 23.2 – NOTIFICATION OF TRANSFER AND REASSIGNMENT PROCEDURES

The District and Association will jointly inform employees of the transfer and reassignment procedures prior to January 15 of each school year.

SECTION 23.3 - DEFINITIONS

SECTION 23.3.1 - VACANCIES

A vacancy is a full or part-time continuing contract opening which may result from retirement, resignation, promotion, death, termination, or creation of a new position. The decision as to whether to fill a vacancy will rest solely with the District.

Upon request from the Association, the District will provide the Association with a list of current vacancies.

The District may fill vacancies with long-term substitutes, provided such vacancy does not exceed eighty- nine (89) school days.

SECTION 23.3.2 – CLASSROOM TEACHERS/LIBRARY MEDIA SPECIALIST/ELEMENTARY AND SECONDARY COUNSELORS

Employees who are primarily assigned to the instruction of students in the general education classroom, library media specialists, elementary and secondary counselors are considered employees who are eligible for a transfer to a different work site.

SECTION 23.3.3 – SPECIALIST IN PROGRAMS

Employees who are in the following categories are considered to be specialists in a program who are eligible for a reassignment to a different work site: Preschool through K-12 Special Education teachers,

elementary Safety Net, ML, elementary PE and music, elementary Quest, OT, PT, SLP, Vision/Orientation/Mobility, psychologists.

SECTION 23.3.4 – TEACHERS ON SPECIAL ASSIGNMENT

Employees who are in the following categories are considered to be Teachers on Special Assignment (TOSA): Professional Development specialists, program specialists, consulting teachers, etc. (Listed in the TOSA Matrix Appendix

SECTION 23.3.5 – BUILDING SENIORITY

Building seniority is the number of consecutive years a classroom teacher, library media specialist, or counselor's majority assignment has been in a particular building. Partial years and partial FTE count as full years for the purpose of building seniority.

SECTION 23.3.6 – PROGRAM SENIORITY

Program seniority is the number of consecutive years a specialist has been assigned to a particular program. Partial years and partial FTE count as full years for the purpose of program seniority.

SECTION 23.3.7 – DISTRICT SENIORITY

District seniority is the amount of time the employee has been employed by the District. District seniority is determined by the employee's contractual start date, not the date the employee received, signed, or returned a letter of intent or verbally committed to a contract.

SECTION 23.3.8 – OVERALL EXPERIENCE

Overall experience is the number of years of experience as recognized by the State of Washington for salary placement purposes.

SECTION 23.4 – EMPLOYEE-INITIATED TRANSFER/REASSIGNMENT

The District will maintain an online applicant tracking system for internal vacancies:

SECTION 23.4.1 - PROCEDURE

A. Vacancies will be posted on-line every Friday by 5pm beginning the first Friday in April and ending the third Friday in June.
B. Each week the vacancy posting will close the following Thursday.
C. Employees wishing to apply for any of the posted vacancies will submit their application to Human Resources prior to 9:00 pm on the day the posting closes.
D. Within seven (7) calendar days of closing of the posting, Human Resources or the principal, supervisor, or program director will arrange for an interview between the principal/supervisor and the three most senior applicants. In the case of choice schools and TOSA positions, after the three most senior candidates have interviewed, if there is no qualified candidate, the posting may be transitioned to a posting for both internal and external candidates.
E. The District must select from the three most qualified applicants by District seniority to be interviewed for a posted vacancy. If only two qualified employees apply for the posted position, then the two applicants will be interviewed. If only one qualified employee applies for a posted vacancy, then they will be placed in the posted vacancy.
F. After a posting closes if there are no applicants for a posted position the vacancy will then be made available for internal and external candidates simultaneously. Internal candidates shall complete the internal transfer process as detailed on the job posting. This information will be given equal weight to an external District application form.
G. An employee will be qualified to transfer to a position if that employee has the required certification and qualifications in compliance with state and federal law and has received an overall proficient summative evaluation rating for at least the two (2) successive years directly prior to the time of the transfer request.
H. The transfer procedure shall not be used to increase or decrease an employee's contractual status, such as going from part-time to increased part-time or full-time.
I. The District may set aside the employee-initiated transfer provision of this agreement for up to a combined total of fifteen (15) reassignments/transfers per year. The District will notify the Association when this procedure is set aside and the reason for doing so.
J. When a new school is opened, the District and the association will meet in DLM to discuss the process for filling positions.
K. The District will provide five (5) days of transition time (prorated by FTE) paid at the employee's time card rate for those classroom teachers, library media specialists, and counselors who have been located in the same building for five (5) or more consecutive years.

SECTION 23.4.2 EMPLOYEE-INITIATED TRANSFER SENIORITY DEFINITION

Seniority is determined by District Seniority.

A. District seniority is determined by the employee's contractual start date, not the date the employee received, signed, or returned a letter of intent or verbally committed to a contract.

B. If there is a tie due to District seniority, then the determining factor would be placement on the salary matrix due to overall experience. Overall experience is the number of years of experience as recognized by the state of Washington for salary placement purposes.
C. If all of the above are equal, then the reassignment will be determined by lottery.

SECTION 23.5 – DISTRICT-INITIATED TRANSFER/OVER-STAFFING PROCESS

SECTION 23.5.1 – PROCEDURE

When the need exists in a building or program for District-initiated transfer or over-staffing situation the following procedure will be applied:

The building principal or program director will notify the staff that an overstaffing of "X" number of positions exists. The administrator will then call for volunteers for transfer. If there is more than one (1) volunteer, the employee transferred will be selected in accordance with Section 23.4.1.

A. Volunteers will indicate preferences in regards to regional location or positions within their area of certification.
B. Volunteers will take all their building seniority with them to the new location.
C. Volunteers will each be given five (5) days paid at the time card rate (pro-rated by FTE) to make the transition to the new location.
D. Should there be no volunteers, the person with the least District seniority will be transferred to a new location within the District.
E. When the District can demonstrate a need to involuntarily transfer an individual in order to protect the quality of the instructional program and/or the welfare of the individual, the transfer may be made without following the procedures of this provision.
F. Involuntary transfers will be placed by indicated preferences of region and position, if possible, to open positions within the District. They will take all of their building seniority with them to their new location and will be given five (5) days at the time card rate (pro-rated by FTE) to make the transition to the new assignment.

SECTION 23.5.2 - DISTRICT-INITATED TRANSFER / OVER-STAFFING SENIORITY DEFINITION

A. District seniority is determined by the employee's contractual start date, not the date the employee received, signed, or returned a letter of intent or verbally committed to a contract.
B. If there is a tie-on District seniority the determining factor will be building seniority.
C. If there is a tie due to District and building seniority, then the determining factor would be placement on the salary matrix due to overall experience. Overall experience is the number of years of experience as recognized by the state of Washington for salary placement purposes.
D. If all of the above are equal, then the reassignment will be determined by lottery.

SECTION 23.6 – REASSIGNMENT OF SPECIALIST BY PROGRAM ADMINISTRATORS

SECTION 23.6.1

Program administrators may reassign specialists (Preschool through K-12 Special Education teachers, elementary Safety Net, ML, elementary PE and music, elementary Quest, OT, PT, SLP, Vision/Orientation/Mobility, and psychologists) to other buildings within their program.

SECTION 23.6.2

The specialist being reassigned will be provided as much notice possible prior to the reassignment.

SECTION 23.6.3

The specialist being reassigned will retain their program seniority.

SECTION 23.6.4

The District will provide five (5) days timecard rate (prorated by FTE) for transition time when an employee is reassigned by a program administrator .5 or more FTE from a single building.

SECTION 23.6.5

All Multilingual Learner teacher and Elementary Safety Net teacher placement, while remaining under the authority of the program administrator, shall be made after a review with a committee of not less than three (3) teachers from within the respective program. All Multilingual Learner teachers and Elementary Safety Net teachers who are being reassigned shall have the opportunity to meet with their sending building principal, receiving building principal, or program director prior to the transfer.

SECTION 23.7 – TEACHERS ON SPECIAL ASSIGNMENT

Teachers who move to a Teacher on Special Assignment (TOSA) position (e.g., Professional Development specialist, program specialist, etc.) will have the option of returning to their previous position and/or building immediately after completing their first year as a TOSA. Their previous building/program seniority will be reinstated.

After being in the assignment for more than one (1) year, TOSAs who wish to be reassigned may follow procedure listed in Section 23.4.1.

TOSAs who are hired directly into these positions who wish to change assignments may utilize the transfer process as identified in Section 23.4.1.

At the conclusion of any school year the District may reassign TOSAs to a position in their area of certification. TOSAs will accrue program seniority for the duration of their assignment.

SECTION 23.8 – JOB SHARE

The terms and conditions of job sharing are outlined in Appendix H.

ARTICLE 24 | RETENTION, LAY-OFF AND RECALL

SECTION 24.1 – DEFINITION

The term "lay-off" as used herein refers to action by the District in non-renewing employees due only to economic reasons; it will not refer to decisions to discharge or non-renew an employee for cause other than for such economic reasons; it will not refer to decisions to discharge or non-renew an employee for cause other than for such economic reasons.

SECTION 24.1.1

Economic reasons necessitating lay-off include the following:

A. Enrollment decline.
B. Failure of a special levy or other events resulting in significant reduction in revenue.

C. Termination or reduction of funding of categorical projects.
D. Lack of enrollment in subject area.

SECTION 24.1.2

In the event that the District anticipates a need to lay off employees for the forthcoming fiscal year, the District will notify the Association at least by April 15 and will provide to the Association, upon request, all available reports on the financial affairs of the District.

SECTION 24.2 – CERTIFICATED AND STAFF REDUCTION

In the event that it is necessary to reduce the number of employees for economic reasons, those employees who will be retained to implement the District's modified program and those employees who will be laid off will be identified by using the following criteria and the procedures outlined below.

SECTION 24.3 - PROCESS

SECTION 24.3.1

The District will first determine as accurately as possible the number of positions that need to be eliminated. From that number, the District will subtract the total number of employees, know as of the first Friday in April, who will be leaving the District for reasons of retirement, resignation, discharge, or non-renewal including those employees on provisional status.

SECTION 24.3.2

Educators must meet all state, federal licenses and/or certifications and requirements in order to be considered eligible for any position under consideration as a prerequisite for retention.

SECTION 24.3.3

The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions, to allow for the least disruption of the ongoing program and to cause the least deviation from the present assignment of personnel.

A. Elementary teachers will be considered for retention in one (1) category (K-5).
B. Secondary teachers will be considered for retention based on their level (6-8) for middle school and (9-12) for high school, as well as their subject assignment.
C. Other certificated staff will be considered for retention according to their specialties.

SECTION 24.3.4

It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining covered by this Agreement may be eligible, under applicable Board Policy and Administrative Procedures, for retention in one (1) or more of the employment categories identified in section 3 above.

SECTION 24.3.5

Each certificated employee employed under a continuing contract shall be considered for retention in the employment category or categories for which they are qualified. The employee shall first be considered for retention in the category or specialty appropriate to the position held at the time of implementation of these procedures and then in any other categories for which they may be qualified due to provisions in this paragraph. An employee is qualified for a category if they have the proper certification, and if employed on or after September 1, 1987, has the proper endorsement.

SECTION 24.3.6

The District shall (1) retain those employees with continuing contracts over those with provisional contracts; and if more employees with continuing contracts remain then positions available, the District shall (2) retain those employees with the longest seniority.

SECTION 24.3.6.1

Seniority is defined as:

A. District seniority is determined by the employee's contractual start date, not the date the employee received, signed, or returned a letter of intent or verbally committed to a contract.
B. If there is a tie due to District seniority, then the determining factor would be placement on the salary matrix due to overall experience. Overall experience is the number of years of experience as recognized by the state of Washington for salary placement purposes.
C. If all of the above are equal, then the reassignment will be determined by lottery.

SECTION 24.3.7

Recommendations for certificated staff reductions developed in accordance with these procedures will be presented to the Board prior to May 15. EXCEPT FOR, years in which the budget has not passed by the legislature by May 15, the District may give notice of non-renewal on or before June 1 and all affected employees shall be notified in writing of such action.

SECTION 24.3.8

All certificated employees who are not recommended for retention in accordance with these procedures will be laid off and placed in an employment pool for possible re-employment for a period of up to one (1) year.

Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in Section 24.3.3 for which they are qualified. If more than one (1) such employee is qualified for an open position, the most senior employee will be offered such position. Employees not reassigned, within one (1) year, to an equivalent position may, at their written request to the Superintendent or designee, have their name remain the reassignment pool. Such request must be submitted by the first Friday of February of each year.

SECTION 24.3.9

Within three (3) weeks of notification by the District that employee(s) have been placed in the employment pool, it is each employee's responsibility to notify the Superintendent or designee that such employee wishes to be removed from the pool.

It will also be the responsibility of each employee to notify, in writing, the Superintendent or designee by the first Friday in February of each year if such employee wishes to remain in the employment pool. If such notification is not received prior to this date, the name of any such employee will be dropped from the employment pool.

SECTION 24.3.10

When a vacancy occurs for which person(s) in an employment pool category qualify, notification from the District to such individual will be by certified mail. Such individual will have five (5) calendar days from the receipt of the certified letter to accept the position. If an individual fails to accept a position offered, such individual will be dropped from that employment pool category.

SECTION 24.3.11

It is the responsibility of the individual in the employment pool to keep the Human Resources Department informed of his/her current address/contact information (email, mailing address, and phone number).

SECTION 24.3.12

Those employees who have not been RIFed may apply for a one (1) year leave of absence without pay. The Superintendent will recommend favorable action by the board for any applicant if the granting of such leave would eliminate the need to lay off an employee. The employee taking such a leave of absence will be entitled to re-employment by the District for at least a period of time equal to the leave granted, regardless of whether their position had subsequently been RIFed.

SECTION 24.3.13

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

SECTION 24.3.14

By the first Friday in February of each year, the Human Resources Department will provide to the Association the Preliminary Employee Seniority List. Employees who believe an error has been made in their seniority may notify the Human Resources Department of the alleged error by the first Friday in March. The seniority list is used in determining who is retained and who is laid off.

ARTICLE 25 | LEAVE REPLACEMENT CONTRACT EMPLOYEES

SECTION 25.1

Leave replacement contract employees are those hired by the District to fill vacancies created by leaves or job- sharing situations for all or part of a school year.

SECTION 25.2

Leave replacement contract employees will accrue seniority and retirement credit and will receive the same benefits as other members of the bargaining unit.

SECTION 25.3

As vacancies occur, leave replacement contract employees will be considered as candidates for those vacancies providing, they file a written statement of such desire with the Human Resources Office, and they meet the minimum District and state educational requirements for the vacancy. An interview will occur if the employee, the principal, and appropriate Director all mutually agree that one is necessary.

SECTION 25.4

Leave replacement contract employees will not be required to reapply for a vacancy in the same manner as a new job applicant.

SECTION 25.5

Leave replacement contract employees shall be subject to all provisions of state law.

ARTICLE 26 | CLASSROOM TEACHER AND OTHER CERTIFICATED EDUCATOR EVALUATION

SECTION 26.1 – INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction and learning for students. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.

SECTION 26.1.1

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) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers/educators and to acknowledge, recognize, and encourage superior performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity." Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member.

SECTION 26.1.2

All teachers will be evaluated using the District's Professional Growth and Evaluation system (PGE). The PGE system consists of Comprehensive and Focused Strands. Both strands require teachers to set professional growth goals with their evaluator and to collect documentation / evidence demonstrating attainment of identified goal(s).

SECTION 26.1.3

evaluations will be aimed at the improvement of professional practice. All employees will be evaluated during each school year in accordance with the procedures and criteria set forth in this agreement and consistent with law. All new employees will be observed within the first ninety (90) calendar days of the commencement of their employment.

SECTION 26.2 - DEFINITIONS

Classroom teachers shall mean those staff with an assigned group of students who provide academically focused instruction and grades for students.

Component: shall mean the sub-section of each criterion.

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

Domain: shall mean the four (4) categories for other educators to be scored.

Evaluator: shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubric referenced in this agreement and any relevant state or federal requirements.

Evidence: shall mean observed practice, products or results of certificated teachers' or educators' work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Evidence is to be "naturally harvested" from the teacher's/educator's actual work and performance of their duties and responsibilities and should be a representative sample of typical work.

Observe or **Observation** shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.

Other certificated educators shall mean certificated support personnel including: psychologists, teachers of the visually impaired, occupational therapists (OTs); physical therapists (PTs); speech language pathologists (SLPs); counselors; library media specialists; and instructional specialists including District program specialists for special education, career and technical education (CTE), Safety Net, and ML; technology integration specialists, curriculum and assessment specialists, and consulting teachers.

Preponderance of evidence: The evaluator will make a determination for level of performance for each component/criterion/domain based upon the preponderance of evidence. That means that taken as a whole, the evidence gathered is more likely than not to show that an employee's performance falls within a specific level of the rubric, i.e., Unsatisfactory, Basic, Proficient, or Distinguished.

Student Growth shall mean the change in student achievement between two points in time.

Student Growth Data shall mean relevant multiple measures that can include classroom-based, school-based, school District-based, and state-based tools.

SECTION 26.2.1 – SUMMATIVE PERFORMANCE RATINGS

(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/educators early in their careers but insufficient for more experienced teachers/educators. 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 and leading is demonstrated through the highest

level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

SECTION 26.3 – STATE CRITERIA AND FRAMEWORK

A. The state teacher evaluation criteria are:
   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 data elements to modify instruction and improve student learning;
   7. Communicating and collaborating with parents and the school community; and,
   8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

B. The District evaluation domains for other certificated educators are:
   1. Planning and preparation
   2. The environment
   3. Delivery of service
   4. Professional responsibilities

C. Instructional Framework

   The Association and District have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The Association and District have also agreed to Charlotte Danielson's frameworks for specialists for use with other certificated educators.

SECTION 26.4 – EVALUATION RESPONSIBILITY

SECTION 26.4.1

Within each school or department, the principal or unit administrator will be responsible for the evaluation of employees assigned to that school or department. An employee assigned to more than one

(1) school or department will be observed for the purpose of evaluation by the principal or unit administrator of each school or department. For such employees, the designated administrator will prepare evaluation reports based upon the observations and other evidence gathered by the building principals or unit administrators.

SECTION 26.4.2

Any principal or other supervisor may designate other certificated staff members to assist in the observation and evaluation process, provided that such staff members are not members of the bargaining unit represented by the Association (see exception below).

SECTION 26.5 – ADMINISTRATIVE INTERNS EVALUATION BARGAINING UNIT MEMBERS

The Lake Washington School District provides opportunities for administrative interns to practice and develop their administrative skills through assignments as interns. The District and the Association recognize the need for such opportunities and wish to cooperate wherever possible in their implementation. Evaluation of certificated staff is a major function of administrators, and the District and

Association agree that opportunities for interns to develop their evaluation skills should be provided where possible. Therefore, the District and the Association agree that administrative interns, as part of an accredited intern program, may evaluate bargaining unit members subject to the following conditions:

A. Bargaining unit members may be evaluated by administrative interns on a voluntary basis and may opt to return to being evaluated by the building principal or other building administrator at any time.
B. Administrative interns will evaluate bargaining unit members under the direct supervision of the building principal or other building administrator.
C. Should it be determined that a bargaining unit member's performance is in need of improvement or is unsatisfactory, the administrative intern will immediately turn over to the building principal or other building administrator all responsibilities for evaluating such bargaining unit member.
D. The building principal or other building administrator will be responsible for signing the summary evaluation.
E. The administrative intern must have had training in supervision and must have received the appropriate training before working with the evaluation system.
F. The bargaining unit members being evaluated by the intern must have received an overall proficient evaluation at the end of the previous year in the District.

SECTION 26.6 – PROFESSIONAL GROWTH AND EVALUATION TRAINING (PGE)

SECTION 26.6.1

Prior to being evaluated under Article 26, the District shall provide professional development relevant to the adopted instructional framework and evaluation process. Each teacher/educator shall receive adequate professional development to comprehend the framework and understand the evaluation process.

- Annual PGE training will be developed in collaboration with teacher input to ensure consistency and relevancy.
- Annual PGE training will be differentiated.

SECTION 26.6.2

Annually, no later than September 15, a group meeting will be held between each school principal and certificated staff. The purpose of the meeting will be to review and discuss the evaluation process including the evaluation criteria, the process used in collection of data, and the purpose of evaluation. As a part of this annual training, building administrators and educators will work to develop a shared understanding of effective practice as outlined by the Danielson framework. Possible examples of evidence will be provided. Any employees who are absent from the meeting will attend a make-up session with the supervisor/principal.

SECTION 26.6.3

Employees will not be observed for the purpose of evaluation until they have attended such a meeting or had the same material explained.

SECTION 26.6.4

No teacher/educator shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The District will provide training and/or coaching for evaluators on how to evaluate the performance of individuals from historically marginalized communities; and how to provide clear and consistent growth orientated feedback.

SECTION 26.7 – OVERVIEW AND PROCESS

SECTION 26.7.1

All employees will be evaluated during each school year in accordance with the procedures and criteria set forth in this agreement and consistent with law. All new employees will be observed within the first ninety (90) calendar days of the commencement of their employment. All teachers/educators will be evaluated using the District's Professional Growth and Evaluation (PGE) system. The District will create a one-page resource updated annually that includes dates and deadlines for logs, observations, conferences, etc. for focused and comprehensive cycles. PGE log due dates will align with District calendar with recognition with times that teachers are highly impacted.

The PGE system consists of two (2) strands, Comprehensive and Focused. The teacher/educator will be notified in advance as to his/her evaluator and whether the teacher/educator will be evaluated using a comprehensive or focused evaluation. Both evaluation strands require teachers/educators to:

A. Complete the District-determined annual self-assessment prior to meeting with the evaluator but no later than September 30. Teachers/educators may choose whether to share the self-assessment form with their evaluator.
B. Meet individually with their evaluator prior to November 1:
    a. To discuss the teacher's/educator's strengths and areas of professional growth related to applicable criteria/domains.
    b. To discuss and define documentation/evidence which demonstrate attainment of identified goals(s); and,
    c. For teachers, to establish goals for student growth. PLCs, in conjunction in discussion with evaluators, can opt for a joint goal setting conference.
    d. During goal setting conference, evaluator and focused year teacher will discuss how and when evidence collection will look for their goal.
C. Create a collaborative PGE Support Team prior to November 1 to assist them in attainment of their identified goals and meet throughout the year. When possible, the PGE Support Team should be the same as the teacher's PGE team as identified in Appendix J.
D. Educators will submit two logs during the year: a Goal Setting log and Summative log.
E. Meet individually with their evaluator prior to June 1 to review documentation/evidence related to the performance level(s) on applicable criteria/domains and, for teachers, goals for student growth, which determines the final summative score.

SECTION 26.7.2 – RECORD KEEPING

A. Final summative evaluations will be delivered to the teacher/educator by June 1.
B. The teacher/educator will sign the Final Summative Evaluation Report to indicate receipt. Each teacher/educator shall also sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not necessarily imply that the teacher/educator agrees with its contents.
C. A copy of the final summative evaluation and the teacher's/educator's written comments, if applicable, shall be included in the teacher's/educator's personnel file.
D. Any release of evaluation data will be in accordance with established law.

SECTION 26.8 – EVIDENCE

SECTION 26.8.1

Evidence means observed products or results of a teacher's work that demonstrates knowledge and skills of the teacher with respect to the four-level rating system. Evidence is gathered through formal observations, informal observations, teacher-provided artifacts, and other means.

In addition to goal setting and summative conferences and logs, and in consultation with their evaluator regarding additional evidence to consider, educators can submit evidence or artifacts to their evaluator or through the evaluation tool throughout the year.

SECTION 26.8.2 – INFORMAL OBSERVATIONS

A. An informal observation is an observation that is not required to be pre-scheduled.
B. An evaluator may conduct any number of informal observations.
C. Observations do not have to be in the classroom. For example, department or collegial meetings may be used for informal observations.
D. Informal observations may serve as an opportunity for formative feedback. If there are concerns regarding the teacher's/educator's level of performance based upon informal observations, the evaluator will document the concern and schedule a time to discuss with the employee.
E. Comprehensive and Focused teachers can initiate an informal observation with the intention of providing evidence for their goal and/or receiving feedback.

SECTION 26.8.3 – FORMAL OBSERVATIONS

Pre-Observation Conference

The pre-observation conference shall be held prior to each formal observation. The teacher/educator and evaluator will mutually establish the date of the observation and determine the date for the pre-observation conference. The purpose of the pre-observation conference is to review the teacher's/educator's written lesson plan, its content, objectives, and the instructional strategies to be observed. Pre and post observations will have reflective and growth-oriented prompts.

Formal Observations

The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than thirty (30) minutes in length.

1. New employees must be formally observed at least once for a minimum of thirty (30) minutes during the first ninety (90) calendar days of employment, and at least one other time during the school year for a total of not less than sixty (60) minutes of observations over the course of the school year.
2. Employees in their third year of provisional status must be observed at least three (3) times in the performance of their assigned duties for a minimum total observation time of ninety (90) minutes.

Post-Observation Conference

1. Within five (5) working days of a formal observation the evaluator will hold a reflective post-observation conference with the employee. The purpose of the post-observation conference is to review the evaluators and teacher's/educator's evidence related to the scoring criteria/domains during the observation, and to discuss the teacher's/educator's overall performance and progress to date in all criteria/domains. Pre and post observations will have reflective and growth-oriented prompts.

2. Following each post-observation conference, the evaluator will fill out the formal observation report. The employee will be provided with a copy within three (3) working days following the post-conference. For teachers, this report will reflect progress on all eight (8) criteria as discussed during the post-observation conference. For other certificated educators, this report will reflect progress on all four (4) domains as discussed during the post-observation conference. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria/domains and provide, in writing, possible solutions to remedy the concern. If the evaluator finds the employee to be unsatisfactory in any criterion/domain or component, the employee shall be placed on a structured support plan. The evaluator will state in writing the specific areas of performance needing improvement and the assistance that will be provided. For NTSP new teachers' evaluators will provide feedback and prioritized action steps using the components identified in the green line/blue line document.
3. The evaluator will document all formal observations using the negotiated form. The employee will be requested to sign the District's copy of the formal observation report. The signature of the employee does not necessarily imply that the employee agrees with the contents of the report. The employee may attach a written statement to the formal observation report.

SECTION 26.8.4 – OTHER TYPES OF EVIDENCE

For teachers - Evidence of student growth

Evidence of teacher's performance level in the eight (8) criteria and other certificated educator's performance level in the four (4) domains may also include the following:

A. Student work
B. Lesson plans, unit plans
C. Reading logs, workshop participation, committee participation, academic records, portfolios, college transcripts, conference notes, professional writings, video, action research, parent comments, surveys, data
D. Evidence gathered as part of other certification requirements or educational pursuits may be used as evidence as applicable.

SECTION 26.9 – STUDENT GROWTH GOALS

SECTION 26.9.1 – TEACHERS ON A COMPREHENSIVE EVALUATION CYCLE

The teacher shall determine a student growth goal for Criterion 3: Components SG-3.1; Criterion 6: Component SG-6.1; and Criterion 8: Component SG-8.1. The goal for SG 3-3.1 and SG-8.1 or SG-6.1 and SG-8.1 may be the same goal. Student growth data must be a substantial factor utilizing the OSPI-approved student growth rubrics.

SECTION 26.9.2 – TEACHERS ON A FOCUS EVALUATION CYCLE

The focused evaluation will include the student growth rubrics of the selected criterion. If the criterion 3, 6, or 8 are selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5, or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics based on a mutual agreement between the evaluator and the teacher.

SECTION 26.10 – COMPREHENSIVE EVALULATION

SECTION 26.10.1

All teachers/educators in their first four (4) years of employment with the District and/or on a provisional contract will be on the Comprehensive Evaluation strand, and are expected to perform, at a minimum, at the basic level in all criteria/domains and components. The proficient level must be reached in all criteria/domains and components by the end of the third year of teaching.

SECTION 26.10.2

For teachers, the evaluation is an evidence-based determination of the teachers' performance level using the instructional framework rubrics and the OSPI-approved student growth rubrics. More than one (1) measure of student growth data must be used in scoring the student growth rubrics. All criteria must contribute to the overall summative evaluation.

SECTION 26.10.3

For other certificated educators, the evaluation is an evidence-based determination of the educators' performance level using the designated specialist framework rubrics. All domains must contribute to the overall summative evaluation.

SECTION 26.10.4

Employees on a continuing contract evaluated as unsatisfactory in any criteria/domains or component at any time shall be placed on a structured support plan.

SECTION 26.10.5

Employees on a continuing contract (excluding teachers on a provisional contract), after their third year of teaching, who receive either an overall basic score on the summative evaluation or a basic score in any one or more of the same components for two consecutive observation cycles shall be placed on a structured support plan.

SECTION 26.11 – SCORING FOR COMPREHENSIVE SUMMATIVE EVALUATION

SECTION 26.11.1 – INSTRUCTIONAL FRAMEWORK

The District and the Association have agreed to the adopted research-based instructional framework developed by Charlotte Danielson and approved by OSPI. The Association and District have also agreed to Charlotte Danielson's frameworks for specialists for use with other certificated educators.

SECTION 26.11.2 – COMPONENT SCORING - TEACHERS

There are multiple components within each of the eight (8) criteria. The evaluator will use the descriptors for each component to determine the performance level rating as defined in the adopted instructional framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

SECTION 26.11.3 – CRITERION SCORING – TEACHERS

The rating on each component contributes to the related criterion score.

A. Each component rating will be assigned the following numeric values:

   Unsatisfactory – 1

Basic – 2

Proficient – 3

Distinguished – 4

B. The criterion score is determined by averaging the components associated with the criterion, rounded to reach a final score. When a final criterion score includes a fractional number (e.g., 2.3), all fractional scores below .5 will be rounded down and all fractional scores .5 or above will be rounded up. If any component is rated as Unsatisfactory, the overall criterion shall be scored as a 1.

SECTION 26.11.4 – SUMMATIVE CRITERIA SCORE - TEACHERS

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

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

SECTION 26.11.5 – STUDENT GROWTH IMPACT RATING – TEACHERS

Upon completion of the summative criteria scoring process, the evaluator will combine only the student growth rubric scores that are embedded in the instructional framework. These five (5) components are SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The raw score is the sum of these components, which determines the student growth impact rating as follows:

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

An unsatisfactory rating on any SG component shall result in a student growth inquiry.

SECTION 26.11.6 – FINAL SUMMATIVE SCORE – TEACHERS

The Final Summative Score will be the same as the Summative Criteria Score, with the following exceptions:

A. If a teacher receives a 4 (Distinguished) summative score and "Low" student growth impact rating, they receive a final summative score of Proficient.
B. If a teacher receives a 1 (Unsatisfactory) summative score and high student growth impact rating, the teacher's evaluation will be reviewed by the evaluator's supervisor.

SECTION 26.11.7 – COMPONENT SCORING – OTHER CERTIFICATED EDUCATORS

There are multiple components within each of the four (4) domains. The evaluator will use the descriptors for each component to determine the performance level rating as defined in the adopted specialist framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

SECTION 26.11.8 – DOMAIN SCORING – OTHER CERTIFICATED EDUATORS

The rating on each component contributes to the related domain score.

A. Each component rating will be assigned the following numeric values:

Unsatisfactory – 1

Basic – 2

Proficient – 3

Distinguished – 4

B. The domain score is determined by averaging the components associated with the domain, rounded to reach a final score. When a final domain score includes a fractional number (e.g., 2.3), all fractional scores below .5 will be rounded down and all fractional scores .5 or above will be rounded up. If any component is rated as Unsatisfactory, the overall domain shall be scored as a 1.

SECTION 26.11.9 – SUMMATIVE DOMAIN SCORE – OTHER CERTIFICATED EDUCATORS

Certificated educators shall receive a summative domain score for each of the four (4) evaluation domain. The overall summative score is determined by totaling the four (4) domain-level scores as follows:

4-7	Unsatisfactory	(Level 1)
8-10	Basic	(Level 2)
11-14	Proficient	(Level 3)
15 -16	Distinguished	(Level 4)

SECTION 26.12 – FOCUSED EVALUATION

SECTION 26.12.1

The focused evaluation is meant for proficient and distinguished teachers/educators and its purpose is formative to support professional growth. A Focused teacher/educator is required to complete all aspects of the PGE process. All aspects of the PGE process will be scored in accordance with the negotiated agreement. The final summative score will be generated based on Section 26.12.6.2.

SECTION 26.12.2

Non-provisional, continuing contract teachers in year 5 of employment or beyond, whose performance level is proficient or higher in all criteria/domain, will be on the Focused Evaluation strand, and Non-provisional, continuing contract other-certificated educators in year 5 of employment or beyond, whose performance level is proficient or higher in all four (4) criteria/domain, will be on the Focused Evaluation strand.

For teachers, the default criterion for the Focused Evaluation will be criterion 8 unless the teacher and evaluator mutually agree to a different criterion. Staff members that are on Focused Evaluation have the flexibility to choose criterion that best fits their area of growth in accordance with 26.9.2. For other certificated educators, the Focused Evaluation will be an evaluation of Domain 4 of the District domains unless the other certificated educator and evaluator mutually agree to a different

domain. Every sixth (6th) year teachers/educators on the Focused Evaluation strand will be evaluated using the Comprehensive Evaluation process.

- Teachers have the opportunity for regular feedback outside of the comprehensive cycle to ensure teacher growth.
- Focused teachers will be observed for 60 minutes. Observations may include duties that occur outside of the classroom.
- For Focused teachers, observational data can be collected in goal setting conferences and summative conferences.
- Building Administrators will provide feedback to focused evaluation teachers related to their area of growth multiple times a year.

SECTION 26.12.3

To continue on the Focused Evaluation strand, teachers/educators are expected to perform, at a minimum, at the proficient level in all criteria/domains. For teachers, the evaluation is an evidence-based determination of the teachers' performance level using the instructional framework rubrics and the superintendent of public instruction approved student growth rubrics. More than one (1) measure of student growth data must be used in scoring the student growth rubrics. For other certificated educators, the evaluation is an evidence-based determination of the educators' performance level using the designated specialist framework rubrics.

SECTION 26.12.4

If an evaluator is concerned that an employee on the Focused Evaluation strand is not meeting minimum evaluation criteria/domains, the evaluator and employee will schedule a conference to share the concerns with the teacher/educator in writing using the LWSD Focused teacher feedback form. In order to support the teacher's improved practice, a structured support plan will be developed and implemented specific to the concerns identified during the feedback conference and documented on the LWSD Focused teacher feedback form. If the concern is identified and shared before December 15, the teacher/educator shall also be placed on the Comprehensive Evaluation strand.

SECTION 26.12.5

If, at the conclusion of the structured support plan, the Focused teacher/educator is deemed to be Proficient or better in all criteria/domains, the teacher/educator will remain on the Focused Evaluation strand. In the event an evaluator notified a Focus teacher/educator of concerns at the end of the formal evaluation cycle the teacher/educator will be placed on the Comprehensive Evaluation strand and the structured support plan for the teacher/educator will be continued. In the event the evaluator documents concern at or after the summative evaluation conference, the Focused teacher/educator will be placed on the Comprehensive strand and a structured support plan will be developed and implemented at the beginning of the next school year.

SECTION 26.12.6 – SCORING FOR FOCUSED EVALUATION

SECTION 26.12.6.1 – INSTRUCTIONAL FRAMEWORK

The District and the Association have agreed to the adopted research-based instructional framework developed by Charlotte Danielson and approved by OSPI. The Association and District have also agreed to Charlotte Danielson's frameworks for specialists for use with other certificated educators.

SECTION 26.12.6.2 – COMPONENT SCORING – TEACHERS

The evaluator will use the descriptors for each component within the selected Focused Evaluation criterion to determine the performance level rating as defined in the adopted instructional framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a Focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator if the previous summative evaluation score was rated proficient.

SECTION 26.12.6.3 – STUDENT GROWTH - TEACHERS

An unsatisfactory rating on the selected student growth goal components shall result in a student growth inquiry.

SECTION 26.12.7 – COMPONENT SCORING – OTHER CERTIFICATED EDUCATORS

The evaluator will use the descriptors for each component within the selected Focused Evaluation domain to determine the performance level rating as defined in the adopted specialist framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

SECTION 26.13 – STUDENT GROWTH INQUIRY – TEACHERS

SECTION 26.13.1

Within two (2) months of receiving the low student growth score or at the beginning of the following school year, one (1) or more of the following must be initiated by the evaluator:

A. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, District, and state-based tools and practices;
B. Examine extenuating circumstances which may include one (1) 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 (1) 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.

SECTION 26.14 – STRUCTURED SUPPORT PLAN

Professional Learning Specialists are TOSAs who are trained to support their colleagues in areas of instructional growth identified in the SSP.

Department Specialists are TOSAs that will be asked to volunteer and then be trained to support their colleagues in areas of instructional growth identified in the SSP.

A structured support plan will be developed and implemented when any teacher/educator receives a score of unsatisfactory or a teacher/educator with more than three (3) years of experience receives either an overall

basic score on the summative evaluation or a basic score in any one or more of the same components for two consecutive observation cycles. Additional support shall be granted to the employee to support their professional development. Support shall include the development of a plan that outlines the area(s) of deficiencies, additional supports, expectations, and strategies for improvement. The District will provide a clear pathway and process for teachers on a structured support plan, so they know what to improve and how to get there. A teacher on a SSP has clearly defined steps to get additional feedback.

Teachers/Educators receiving structured support will receive consultation and support from an LWSD Professional Learning Specialist. Staff from historically marginalized communities on an SSP can identify a Professional Learning or Department Specialist with whom they would prefer to work. The teacher will be expected to meet with the Professional Learning or Department Specialist to review the structured support plan. The teacher/educator receiving structured support will have the option to continue receiving consultation and support for the implementation of the goals and expectations of the plan.

Teachers/educators who successfully improve their summative scores to proficient or higher will be removed from the structured support plan and returned to the regular evaluation cycle.

SECTION 26.15 – PROBATION

The Superintendent or designee shall administer the probationary process in accordance with the law.

SECTION 26.16 – NON-RENEWAL (DISCHARGE)

SECTION 26.16.1

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

SECTION 26.16.2

Probationary and Provisional Educators who will not be renewed will be notified by May 15 or in accordance with the law.

SECTION 26.16.3

When a continuing contract educator with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years or for two (2) years within a consecutive three (3) year period, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW.28A.405.300.

SECTION 26.16.4

The educator who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

SECTION 26.17 – APPEAL BY EMPLOYEE

Any employee, receiving notice of probable cause for non-renewal, as provided by this Article, may only request a hearing pursuant to state law. If the parties fail to mutually agree on a hearing officer, such officer will be selected in accordance with state statute. The decision of the Board or the hearing officer, as the case may be, will be final, subject to appeal according to law.

A. All monitoring or observation of the performance of an employee will be conducted openly.
B. In the event an employee files a grievance relative to implementation of any section of this Article, the District will not be prevented from proceeding with such implementation pending resolution of the grievance.

ARTICLE 27 | CONFLICT RESOLUTION AND GRIEVANCES PROCEDURE

SECTION 27.1 - DEFINITIONS

Conflict: a misunderstanding, disagreement, or discord in the work environment.

Conflict Resolution: involves the affected parties interacting respectfully, collaboratively, and productively to resolve conflict.

Grievance: a claim by a grievant that there has been a violation, misinterpretation, or misapplication of any Article or Section of this Agreement and may be processed as hereinafter provided.

Grievant: may be an employee, group of employees, or the Association.

SECTION 27.2 – INDIVIDUAL CONCERNS

When a conflict occurs in a building, the employee shall first attempt to resolve the concern with his/her principal or supervisor before involving Association representation with Labor Management. The employee is encouraged to bring his/her LWEA building representative to said meeting. The principal or supervisor will have the opportunity to resolve the concern or complaint at the site level prior to involving Labor Management. Such discussion will attempt to resolve the issue without it being considered part of the formal grievance procedure. No adjustment of the complaint will be inconsistent with the terms of the Agreement.

SECTION 27.3 – LABOR MANAGEMENT MEETINGS

The Association and District agree to meet weekly to discuss issues and attempt to resolve concerns that affect members of the bargaining unit. Either party may bring issues/topics to the meetings. Any meeting may be cancelled by mutual agreement.

SECTION 27.4 – STEP 1: ORAL DISCUSSION – INFORMAL PROCEDURE

In the event that a grievant believes there is a basis for a grievance, the grievant shall first discuss the issue with his/her building principal or other appropriate supervisor either individually or accompanied by an Association representative. If the grievance is not thus resolved, the employee may seek to resolve the issue with the person involved with assistance of a mediator if needed. The mediator will be selected from a mutually agreed upon list. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal grievance procedure.

SECTION 27.5 – STEP 2: FORMAL PROCEDURE – WRITTEN NOTIFICATION

The grievant may invoke the formal grievance procedure through the Association. The grievance will be reduced to writing and will contain at least the following:

A. Statement of the grievance.
B. Reference to the Article and/or Section of the Agreement that is claimed to have been violated, misinterpreted, or misapplied.
C. Remedy sought.

A copy of the grievance form will be delivered to the principal or appropriate supervisor. If the grievance involves more than one (1) school building or directly involves an administrator other than the grievant' s immediate supervisor, it will be filed with the Human Resources Department for proper routing. A grievance must be filed within thirty (30) school days of the occurrence of which the grievant complains or within thirty (30) school days from when the grievant should reasonably have had knowledge of such occurrence, whichever is later. Grievances not submitted within the thirty (30) school days will be considered invalid. Within ten (10) school days of receipt of the written grievance, the principal or appropriate supervisor will meet with the grievant and the Association in an effort to resolve the grievance. The administrator will indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and will furnish a copy thereof to the grievant and the Association.

SECTION 27.6 – NEXT LINE ADMINISTRATOR

If the grievant or Association is not satisfied with the disposition of the grievance at Step 2, the grievance will be submitted within ten (10) school days of the meeting as outlined in Step 2 to the next appropriate line

administrator. The parties will have ten (10) school days from receipt of the written grievance to meet and attempt to resolve the grievance. The administrator will indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and will furnish a copy thereof to the grievant and the Association.

SECTION 27.7 – STEP 4: FORMAL PROCEDURE – APPEAL TO SUPERINTENDENT

If the grievant or the Association is not satisfied with the disposition of the grievance at Step 3, the grievance may be transmitted to the Superintendent. Such transmittal will take place within fifteen (15) school days of the meeting at Step 3. Within ten (10) school days, the Superintendent or his/her designee will meet with the grievant and the Association on the grievance and will indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and will furnish a copy thereof to the grievant and the Association.

SECTION 27.8 – STEP 5: ARBITRATION

If no settlement has been reached at Step 4, the grievance, at the option of the Association, may be submitted to binding arbitration.

The Association will give the Superintendent written notice of intention to arbitrate within twenty (20) school days of the meeting as outlined in Step 4. If the parties cannot agree as to the arbitrator within ten (10) school calendar days from the notification date that arbitration will be pursued, the arbitrator will be selected in accordance with the American Arbitration Association rules, which rules will likewise govern the arbitration proceeding. The District and the Association will not be permitted to assert in such arbitration preceding any ground or rely on any evidence not previously disclosed to the other

party. The decision of the arbitration will be final and binding upon both parties.

SECTION 27.9 – ARBITRATION COSTS

Each party will bear its own costs of arbitration, except that the Association and the District will share the fees and charges of the arbitrator equally.

SECTION 27.10 – JURISDICTION OF THE ARBITRATOR

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator will decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance will be consolidated for hearing before an arbitrator; provided, the arbitrator will not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

SECTION 27.10.1

The award of the arbitrator may be entered in any court of competent jurisdiction by either party. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party will bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action. The court will determine such court costs, legal fees, and related expenses.

SECTION 27.11 – TIME LIMITS

The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties will use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the grievant to proceed with his/her grievance within the times herein before provided will result in the dismissal of the grievance. Failure of the District to take the required action within the times provided will entitle the grievant or Association, as the case may be, to proceed to the next step on the grievance procedure.

SECTION 27.12 – GRIEVANCE AND ARBITRATION HEARINGS

The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties will use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the grievant to proceed with his/her grievance within the times herein before provided will result in the dismissal of the grievance. Failure of the District to take the required action within the times provided will entitle the grievant or Association, as the case may be, to proceed to the next step on the grievance procedure.

SECTION 27.13 - DISPOSITION

In arriving at any disposition or settlement, neither party will have the authority to alter this Agreement.

SECTION 27.14 – CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any grievance arising hereunder may be processed through the grievance procedure until resolution.

SECTION 27.15 - EXCLUSIONS

Appeal of non-renewal due to implementation of the Retention, Lay-off and Recall provisions of the Agreement is excluded from the grievance procedure.

SECTION 27.16

Individuals facing discharge shall elect either the statutory or grievance process.

ARTICLE 28 | BARGAINING UNIT WORK

SECTION 28.1

The District will not assign bargaining unit work to non-bargaining unit employees, provided however, that the District may hire short-term unrepresented substitutes to replace absent bargaining unit members.

ARTICLE 29 | STUDENT TEACHERS AND INTERNS

SECTION 29.1

The employees subject to this Agreement are encouraged to voluntarily participate in student teacher/intern training.

SECTION 29.2

The participating employee will receive all honorariums as provided by the participating colleges and/or universities.

ARTICLE 30 | ATTENDANCE INCENTIVE PROGRAM

SECTION 30.1

In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received will be deducted from accrued leave for illness or injury at the rate of four (4) days for everyone (1) day's monetary compensation: provided, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

At the time of separation from school District employment due to retirement or death an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

SECTION 30.2

The provisions of this section will be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee will be entitled thereafter to receive such benefits as a matter of contractual right.

ARTICLE 31 | NO STRIKE – NO LOCK OUT

SECTION 31.1

During the term of this Agreement, the Association, its members, its officers, or agents, acting individually or in concert with others, regardless of whether an unfair labor practice is alleged, will not engage in any strike, slowdown, or work stoppage against the District, and the District will not lock out any employee covered by this Agreement. The Association shall not be precluded from participating in a Washington Education Association related statewide action.

ARTICLE 32 | DURATION OF AGREEMENT AND REOPENING

SECTION 32.1 - DURATION

This Agreement is a collective bargaining agreement which becomes effective August 11, 2023, and which will continue in full force and effect until August 10, 2027.

SECTION 32.2 CONTINGENT REOPENERS

In January of the 2025 school year the District and Association may reopen the contract for the following reasons:

- To revisit the salary matrix should additional allocations of funding be available to the district.
- To discuss changes in secondary special education program implementation.
- To revisit work group data that the District and Association mutually agree impacts the CBA.

LAKE WASHINGTON EDUCATION ASSOCIATION
EXECUTIVE COMMITTEE

August 11, 2023
DATE

BY _____
Howard Mawhinney, President

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
BOARD OF DIRECTORS

August 14, 2023
DATE

BY _____
Siri Bliesner, President

BY _____
Dr Jon Holmen, LWSD Superintendent

APPENDIX A1 - SALARY SCHEDULE

Lake Washington School District
LWEA Compensation Schedule
2023-24

STEP	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
BA																	
Base Salary (180 days)	58,223	59,368	60,535	61,730	62,947	64,187	64,187	64,187	64,187	64,187	64,187	64,187	64,187	64,187	64,187	64,187	64,187
LEAP Days (8 days)	2,588	2,639	2,690	2,744	2,798	2,853	2,853	2,853	2,853	2,853	2,853	2,853	2,853	2,853	2,853	2,853	2,853
Responsibility	5,648	5,759	5,872	5,988	6,106	6,226	6,226	6,226	6,226	6,226	6,226	6,226	6,226	6,226	6,226	6,226	6,226
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	69,759	71,066	72,397	73,762	75,151	76,566	76,566	76,566	76,566	76,566	76,566	76,566	76,566	76,566	76,566	76,566	76,566
BA + 45																	
Base Salary (180 days)	60,675	62,378	64,126	65,924	67,772	69,676	71,630	73,640	75,707	77,828	80,012	80,012	80,012	80,012	80,012	80,012	80,012
LEAP Days (8 days)	2,697	2,772	2,850	2,930	3,012	3,097	3,184	3,273	3,365	3,459	3,556	3,556	3,556	3,556	3,556	3,556	3,556
Responsibility	5,885	6,051	6,220	6,395	6,574	6,759	6,948	7,143	7,344	7,549	7,761	7,761	7,761	7,761	7,761	7,761	7,761
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	72,557	74,501	76,496	78,549	80,658	82,832	85,062	87,356	89,716	92,136	94,629	94,629	94,629	94,629	94,629	94,629	94,629
MA / BA+90																	
Base Salary (180 days)	65,924	67,844	69,821	71,854	73,942	76,092	78,309	80,587	82,932	85,344	87,829	90,387	93,017	95,725	98,511	101,376	104,324
LEAP Days (8 days)	2,930	3,015	3,103	3,194	3,286	3,382	3,480	3,582	3,686	3,793	3,904	4,017	4,134	4,254	4,378	4,506	4,637
Responsibility	6,395	6,581	6,773	6,970	7,172	7,381	7,596	7,817	8,044	8,278	8,519	8,768	9,023	9,285	9,556	9,833	10,119
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,500	2,500	2,500	2,500	2,500	2,500	5,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	78,549	80,740	82,997	85,318	87,700	90,155	92,685	95,286	97,962	100,715	104,052	106,972	109,974	113,064	116,245	119,515	125,380
MA+45 / BA+135*																	
Base Salary (180 days)	71,630	73,657	75,740	77,884	80,090	82,357	84,685	87,081	89,543	92,079	94,686	97,366	100,119	102,950	105,865	108,864	111,946
LEAP Days (8 days)	3,184	3,274	3,366	3,462	3,560	3,660	3,764	3,870	3,980	4,092	4,208	4,327	4,450	4,576	4,705	4,838	4,975
Responsibility	6,948	7,145	7,347	7,555	7,769	7,989	8,214	8,447	8,686	8,932	9,185	9,445	9,712	9,986	10,269	10,560	10,859
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,500	2,500	2,500	2,500	2,500	2,500	5,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	85,062	87,376	89,753	92,201	94,719	97,306	99,963	102,698	105,509	108,403	111,879	114,938	118,081	121,312	124,639	128,062	134,080

- Placement of teachers on the salary schedule shall be according to their years of experience and education
- For an earned doctorate stipend add ($5,584)
- Rates are based on 1.0 FTE

*It is not possible to achieve this level for a BA+135 as of 9/94

Explanation of Days/Responsibility

Base Student Days (180): Days in which students are in school.
LEAP Days (8): Five days are scheduled in the building prior to school opening. Three days are scheduled into the school calendar.
Responsibility Contract: Defined as professional duties worked outside of the regular workday (Section 9.3).

Additional Compensation:

Incentive for Attracting and Retaining Teachers: An additional amount will be paid based on above schedules. Prorated based on FTE.
Technology Skill Application and Integration: An additional $1,300 stipend will be paid for acquiring, applying and integrating technology skills. This amount is paid regardless of FTE and prorated for late hires/leaves. Payment will be made in November.

5/31/2023

Time Card Hourly Rate: $55

APPENDIX A2 – RESPONSIBILITY CONTRACT

The employee's base work day is 7.5 hours, inclusive of instructional time and time to fulfill other professional responsibilities as specified below. In addition, each staff member will receive compensation, in accordance with Appendix A1, in recognition of additional time, responsibilities, and work days which occur outside the base 7.5 work day. Expectations for professional responsibilities, technology responsibilities, and LEAP Days are outlined below:

PROFESSIONAL RESPONSIBILITIES

Professional educators assume roles outside of and in addition to those in the classroom with students, which are critical to preserving and enhancing the profession. The Professional Responsibilities Contract provides additional compensation for these responsibilities that are involved with the role of being a professional educator. This compensation is pro-rated based on employee's full-time equivalency (FTE). These responsibilities include the following activities associated with the eight (8) state evaluation criteria and the adopted instructional framework.

Criterion	Component	Responsibilities
2: Demonstrating effective teaching Practices	Reflecting on Teaching	Participation in self-assessment, self-reflection, goal setting, and related professional growth activities.
6: Using multiple student data elements to modify instruction and improve student learning	Maintaining Accurate Records	Regular preparation and assignment of student grades and maintenance of teacher grade books.
7: Communicating and collaborating with parents and the school community	Communicating with Families	Regular communications with families about students and the instructional program through preparation of student progress updates and report cards, and preparation and participation in open house and curriculum night.
8: Exhibiting collaborative and collegial practices focused on improving instruction practice and student learning	Contributing to the School and District	Preparation for and participation in LEAP, grade level, department, team, and staff meetings; building and/or District committees/meetings; and reasonable attendance at school functions.
	Growing and Developing Professionally	Preparation for and participation in professional development activities such as professional reading, workshops, classes, conferences, seminars, or research projects.
	Showing Professionalism	Preparation for and participation in activities to serve and support students, including Individual Education Program (IEP) meetings, Section 504 meetings, and Student Staffing.

LEARNING ENHANCEMENT/ACADEMIC PLANNING (LEAP) DAYS

Employees are required to work eight (8) LEAP Days. Five (5) days are scheduled prior to school and three (3) days are scheduled in the calendar. These days are pro-rated based on employee's full-time equivalency (FTE). Employees are also expected to work three and one-half (3.5) hours during the calendar days prior to the beginning of the school year in exchange for being released three and one-half (3.5) hours early on the Wednesday prior to Thanksgiving**.**

TECHNOLOGY RESPONSIBILITIES: SKILL ACQUISITION AND INTEGRATION

Professional educators are required to use and integrate technology to fully utilize the technology resources provided by the District to accomplish their work instructionally as well as to fulfill their professional responsibilities. This additional compensation is for ongoing training, learning, and implementation of District- required technology. This compensation is not pro-rated based on employee's full-time equivalency (FTE).

These responsibilities include the following activities associated with the eight (8) state evaluation criteria and the adopted instructional framework:

Criterion	**Component(s)**	**Responsibilities**
1: Centering instruction on high expectations for student achievement	Communicating with students, Establishing a culture for learning, Engaging students in learning	Learning and regular integration of District-adopted and provided classroom technologies to enhance the learning environment for all students.
4: Providing clear and intentional focus on subject matter content and curriculum	Demonstrating knowledge of resources	Learning and regular use of District-adopted and provided electronic curriculum resources.
6: Using multiple student data elements to modify instruction and improve student learning	Maintaining accurate records, Using assessment in instruction	Learning and regular use of District-adopted and provided electronic assessment, grading, data, and record keeping systems.
7: Communicating and collaborating with parents and school community	Communicating with families	Learning and regular use of District-adopted electronic learning management and communication systems.
8: Exhibiting collaborative and collegial practices focused on improving instruction practice and student learning	Growing and developing professionally	Learning and regular use of District-adopted electronic professional growth, evaluation, and professional learning management systems.

APPENDIX B – COMPREHENSIVE DEPARTMENT CHAIR

SECTION B.1 – GENERAL GUIDELINES

Department Chair positions are subject to the Application and Selection Process described in Section B.2.

- Each department chair position will be evaluated yearly using the Department Chair Feedback and Evaluation Process.
- High School Department Chair Responsibilities, Application and Selection Process, and Feedback and Evaluation Process are posted on the LWSD portal.
- The building will use its building decision making model in deciding each school's department chair structure and distribution of stipends/release-time (determined yearly). (See Section 12.7.)

SECTION B.2 – DEPARTMENT CHAIR APPLICATION AND SELECTION PROCESS

The application and selection process used in each building will meet the interest outlined in the phases below. Length of term or service of Department Chair position is determined at the building level. Rotation of the Department Chair position is determined at the building level. Rotation of the Department Chair positions is recommended to encourage building leadership capacity among department members.

SECTION B.2.1 - PHASE 1

- Communication of Department Chair opening by March 1
- Equal opportunity to apply
- Transparency of selection process
- Position responsibilities posted on LWSD portal

SECTION B.2.2 – PHASE 2

In selection of a department chair the following steps will take place:

- Principal clarifies essential functions and expectations.
- Individuals communicate interest in position.
- Principal informs department staff of Department Chair candidates and collects input on skills and attributes to best represent the department chair functions.
- The input shall be used to determine the department's preference of their department chair.
- The principal shall use the input and department preference in determining the department chair.

SECTION B.2.3 – PHASE 3

- Selection made and communicated to staff
- Decision made by end of third quarter
- Transition plan in place between outgoing and incoming Department Chairs

APPENDIX C – SUBSTITUTE TEACHERS

SECTION C.1

The District and Association agree that the basic needs of substitutes should be addressed consistently across the District.

The District and Association agree that the basic needs of substitutes should be addressed consistently across the District.

The District will maintain a Substitute Landing Page via SharePoint in the following categories:

- Access and use of classroom technology resources
- Staff Resources
- Curriculum Access
- Support Systems
- District and School Information (map, phone numbers, calendar, schedules, etc.)
- Additional Resources

SECTION C.1.1

In order to ensure the continuity and quality of the District's educational programs the District retains the right to determine the employment and retention of substitutes on the District substitute list. This may include limiting the buildings/grade levels available to individual substitutes.

SECTION C.2

Teachers will be provided the opportunity to provide input to the District regarding the effectiveness and/or concerns they have encountered as a result of a substitute having covered their class.

SECTION C.3

Selection and retention of substitute teachers is the sole discretion of the District. Any substitute who, based on information provided to the District on the Substitute Feedback form, is not recommended for consideration of substituting in the future, may be removed from the District substitute list at the sole discretion of the District.

SECTION C.4

The daily rate of pay for Substitute Teachers for 2023-24 will be $209.00. This rate shall be adjusted in accordance with Section C.9 below. In addition, daily substitute work performed on a Friday will be compensated at a Friday Super Rate of $234.00 for a full-day and $117.00 for a half-day (3 ½ hours).

SECTION C.5

When substitutes work a half day (3 ½ hours) or less they will be paid ½ the substitute rate. When substitutes work more than three and a half (3 ½) hours they will be paid the daily substitute rate. When the regular teacher returns to the classroom prior to the conclusion of the substitute's assigned full or half day, the substitute will remain for their entire assignment (half or full day) and may assist the teacher or perform other work as assigned by the principal.

SECTION C.6

Substitutes who work six (6) to twenty (20) consecutive days in the same assignment shall be paid $215.00 per day.

SECTION C.7

Teachers who are retired from Lake Washington School District and who are placed on the substitute list shall be paid at $236.00 per day or $118.00 for a half (½) day. Retired District teachers who work six (6) to twenty

(20) consecutive days in the same assignment shall be paid $242.00 per day. Retired teachers who perform daily substitute work on a Friday will be compensated at a Friday Super Rate of $ 267.00 for a full-day and

$133.50 for a half-day (3 ½ hours).

SECTION C.8

Substitutes who work fifty – sixty-nine (50-69) days in one (1) school year will receive a bonus of one thousand ($1,000) dollars; those who work seventy – ninety-nine (70-99) days will receive one-thousand five hundred ($1,500) dollars; those who work one hundred (100) or more days will receive two thousand ($2,000) dollars. A day shall be equal to one (1) full day or two (2) half days. This bonus will be paid at the end of the school year in the July paycheck.

SECTION C.9

Long-term substitute assignments in excess of twenty (20) days will be paid at the contract teacher rate, retroactive to the first day of assignment, except that when, in the judgment of Human Resources, the assignment appears at the onset to be a long-term assignment, the contract teacher rate may be paid from the beginning of the assignment.

Substitutes working multiple continuous, sequential assignments in the same school building agreed to by building administration, and with each assignment being no less than 10 consecutive student school days, will receive compensation commensurate with a long-term sub assignment.

Compensation for long-term sub teachers will not be penalized for taking pre-approved absences or sick leave.

SECTION C.10

The rates specified in C.4, C.6, and C.7 above shall be adjusted by the same percentage amount by which the regular teacher salary may be adjusted.

SECTION C.11

If the daily rate for substitute teachers is adjusted during any fiscal year as a result of an adjustment to the regular teacher salary, such adjustment will only apply prospectively from the date of the agreement between the Association and the District. Substitute salary adjustments will not be retroactively applied to days worked prior to such agreement.

SECTION C.12

The above salary is based on a full teacher workday, including planning time (if applicable). Whenever a substitute is required by an administrator to cover a class during his/her scheduled planning time, or when covering for a teacher with a super contract, the substitute will receive additional compensation for this added responsibility. Such compensation will be at the substitute hourly rate of pay.

SECTION C.13

If the District determines the need to delay the start of school, substitute teachers are to report one (1) hour before the newly announced start time.

Substitutes who report to work on a day when school closures are announced:

- after 5:30 a.m. for middle school
- after 6:00 a.m. high school/Transition Academies
- after 6:30 a.m. for elementary/pre-school

Shall be paid one (1) hour at the substitute rate of pay.

Substitute teachers who have reported to work when a subsequent closure occurs will be paid a minimum of a half (½) day of substitute pay.

SECTION C.14

Represented substitute teachers will earn paid sick leave according to the law per I-1433 (or RCW49.46.210)

Definition: Assignment – an assignment means the substitute has accepted the scheduled work. The substitute would need to cancel the position but also contact the substitute office, via email, to inform the substitute coordinator that they are canceling for purposes of sick leave. A substitute who declines an offer of work is not eligible for sick leave.

The District's responsibility:

- Paid Sick Leave is earned at a rate of one hour for every 40 hours worked.
- Earned leave is loaded in Employee Access and use of leave will be recorded in Employee Access.
- Up to 40 hours of accrued sick leave can be carried over from one school year to the next.
- Accrued sick leave balance cannot be cashed out upon the substitute's termination, resignation, retirement or other separation from the LWSD substitute pool.
- The Employee must be scheduled for an assignment in order to be eligible to request paid sick leave.
- Substitutes must have a sick leave balance available for use at the time of the request.
- The employer has the right to require verification for use of paid sick leave if absence exceeds three consecutive days.

The Employee's Responsibility for Use:

- Substitute is entitled to use accrued paid sick leave beginning on the 90th calendar day after becoming a substitute.
- Substitute must have a sick leave balance available for use. Available sick leave balances should be verified by the substitute through Employee Access.
- Use of Sick Leave must be in one-hour increments.
- The substitute must notify the substitute office that they will be utilizing paid sick leave as soon as they realize that they will not be able to fill their scheduled assignment.
- The substitute must fill out a Sick Leave Request Form and turn it into the substitute office.

- Once approved by the substitute office, the form will be submitted to payroll.

The District reserves the right to make changes to these procedures if the law is modified, changed or eliminated.

Paid sick leave may be used for absence caused by illness, injury, or health condition of the employee or immediate family member of the employee.

SECTION C.15

Substitutes will be enrolled in insurance benefits based on eligibility per Section 22.1.1 through Section 22.2.4.

SECTION C.16 – LONG-TERM SUBSTITUTES

The District may fill vacancies with long-term substitutes provided such vacancy shall not exceed eighty-nine (89) school days.

SECTION C.17

Substitutes who perform work under the Professional Learning Certificated Pay Structure will be paid at the rate of $45 per hour for such work.

SUBSTITUTE TEACHER FEEDBACK FORM

Certificated Substitute
Feedback Form Classified
Substitute Feedback Form

APPENDIX D – STIPEND SCHEDULE

LWEA STIPEND SCHEDULE
2023-24

Effective: September 1, 2023

POSITION TITLE	POSITION CODE	ELEM	MIDDLE	SENIOR	DISTRICT WIDE
Athletic Coordinator	Z*AZ		3,537	9,121	
Activities Supervisor	Z*AS		2,635	9,121	
Band	Z*BD		2,999	6,418	
Choir/Chorus	Z*CH		2,635	5,271	
Class Advisors	Z*FR, Z*SO, Z*JR, Z*SR			2,635	
Curriculum	Y*CU	2,635	2,635	2,635	
Debate	Z*DE			5,146	
Drama	Z*DR			4,938	
Honor Society	Z*HS		2,635		
Journalism	Z*JO			4,167	
Math Olympiad	Z*MO		2,635		
Music (counts as one optional)	Z*MU	2,999			
Rebuild/Enlarge Move (prorated by base FTE)	Z*MZ	1,593	1,593	1,593	
Orchestra	Z*OR		2,999	2,999	
Outdoor Education (overnight program)	Z*OE	2,635			
Outdoor Education (field trip program)	Z*ON	1,316			
Program Leads	Y*PL				2,999
Department Chair	Y*DC		2,382	2,981	
Leadership I	Y*C1		1,990	1,990	
Leadership II	Y*C2				4,495
Talent Show/Yearbook	Z*YB		2,635	4,161	

APPENDIX E - CALENDARS

LAKE WASHINGTON SCHOOL DISTRICT | 2023-24 CALENDAR

Lake Washington School District | 2023-24 Calendar TENTATIVE

Lake Washington School District

August 2023

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28*	29*	30*	31*		

September 2023

S	M	T	W	Th	F	S
					1*	2
3	4	5*	6*	7*	8*	9
10	11	12*	**13***	14	15	16
17	18	19	**20**	21	22	23
24	25	26	**27**	28	29	30

October 2023

S	M	T	W	Th	F	S
1	2	3	**4**	5	6	7
8	9	10	**11**	12	13	14
15	16	17	**18**	19	20	21
22	23	24	**25**	26	27	28
29	30	31				

November 2023

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7*	**8**	9	10	11
12	13	14*	**15**	16	17	18
19	20	21	22	23	24	25
26	27	28	**29**	30		

December 2023

S	M	T	W	Th	F	S
					1	2
3	4	5	**6**	7	8	9
10	11	12	**13**	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024

S	M	T	W	Th	F	S
	1	2	**3**	4	5	6
7	8	9	**10**	11	12	13
14	15	16	**17***	18	19	20
21	22	23*	**24**	25*	26*	27
28	29	30	**31**			

February 2024

S	M	T	W	Th	F	S
				1	2*	3
4	5	6	**7**	8	9	10
11	12	13	**14**	15	16	17
18	19	20	**21**	22	23	24
25	26	27	**28**	29		

March 2024

S	M	T	W	Th	F	S
					1	2
3	4	5	**6**	7	8	9
10	11	12	**13**	14	15	16
17	18	19	**20**	21	22	23
24	25	26	**27**	28	29	30
31						

April 2024

S	M	T	W	Th	F	S
	1	2	**3**	4	5*	6
7	8	9	**10**	11	12	13
14	15	16	**17**	18	19*	20
21	22	23	**24**	25	26	27
28	29	30				

May 2024

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5	6	7	**8**	9	10	11
12	13	14	**15**	16	17	18
19	20	21	**22**	23	24	25
26	27	28	**29**	30	31	

June 2024

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9	10	11	**12**	13*	14	15
16	17	18	19	20	21*	22
23	24	25	26	27	28	29
30						

July 2024

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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Important Dates

Aug. 28-Sept. 1	LEAP Days
Sept. 4	No school – Labor Day
Sept. 5	First Day of School (grades 1-12)
Sept. 5-7	Kindergarten Family Connections
Sept. 5-7	Half-Day Elem. Conf/Connect (grades 1-5)
Sept. 8	First Day of School for Kindergarten**
Sept. 12	First Day of Preschool
Sept. 13	1.5 hrs. early release schedule begins
Oct. 20	No school – LEAP Day
Nov. 7	Last Day 1st Quarter (Secondary)
Nov. 10	No school – Veterans Day (Observed)
Nov. 14	Secondary Grades Due
Nov. 22	Half Day
Nov. 23-24	No school – Thanksgiving Vacation
Dec. 18-Jan. 1	Winter Break
Jan. 15	No school – MLK Jr. Day
Jan. 17	Elementary Grades Due
Jan. 23, 25-26	Half-Day Elementary Conferences
Jan. 26	Last Day 1st Semester (Secondary)
Feb. 2	Secondary Grades Due
Feb. 15-16	No school – Mid-Winter Break
Feb. 19	No school – Presidents Day
March 8	No school – LEAP Day
April 5	Last Day 3rd Quarter (Secondary)
April 8-12	No school – Spring Break
April 19	Secondary Grades Due
May 24	No school – LEAP Day
May 27	No school – Memorial Day
May 28	Snow Make-up Day
June 13	Elementary Grades Due
June 19	No School – Juneteenth
June 21	Half-Day – Last Day of School (Last Day is Subject to Change)
	Last Day 2nd Semester (Secondary)
	Secondary Grades Due

Key

No School | Half Day | First/Last Day

* Check Important Dates Section

Wednesday schedule:
1.5 hrs. early release for students

LEAP=Learning Enhancement Academic Planning

Calendar is subject to change. School year may be extended due to inclement weather.

**Staggered start for Kindergarten - schools will provide details.

Lake Washington School District | 2024-25 Calendar TENTATIVE

August 2024

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26*	27*	28*	29*	30*	31

September 2024

S	M	T	W	Th	F	S
1	2	3*	4*	5*	6*	7
8	9	10	**11***	12	13	14
15	16	17	**18**	19	20	21
22	23	24	**25**	26	27	28
29	30					

October 2024

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		1	**2**	3	4	5
6	7	8	**9**	10	11	12
13	14	15	**16**	17	18	19
20	21	22	**23**	24	25	26
27	28	29	**30**	31		

November 2024

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3	4	5*	**6**	7	8	9
10	**11**	12*	**13**	14	15	16
17	18	19	**20**	21	22	23
24	25	26	27	28	29	30

December 2024

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8	9	10	**11**	12	13	14
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22	23	24	25	26	27	28
29	30	31				

January 2025

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12	13	14	**15**	16	17	18
19	20	21	**22***	23	24*	25
26	27	28*	**29**	30*	31*	

February 2025

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16	17	18	**19**	20	21	22
23	24	25	**26**	27	28	

March 2025

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16	17	18	**19**	20	21	22
23	24	25	**26**	27	28	29
30	31					

April 2025

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6	7	8	**9**	10	11*	12
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20	21	22	**23**	24	25	26
27	28	29	**30**			

May 2025

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11	12	13	**14**	15	16	17
18	19	20	**21**	22	23	24
25	26	27	**28**	29	30	31

June 2025

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22	23	24	25	26	27	28
29	30					

July 2025

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Important Dates

Aug. 26-30	LEAP Days
Sept. 2	No school – Labor Day
Sept. 3	First Day of School (grades 1-12)
Sept. 3-5	Kindergarten Family Connections
Sept. 3-5	Half-Day Elementary Conferences (grades 1-5)
Sept. 6	First Day of School for Kindergarten**
Sept. 11	1.5 hrs. early release schedule begins
Oct. 18	No school – LEAP Day
Nov. 5	Last Day 1st Quarter (Secondary)
Nov. 11	No school – Veterans Day
Nov. 12	Secondary Grades Due
Nov. 27	Half Day
Nov. 28-29	No school – Thanksgiving Vacation
Dec. 23-Jan. 3	Winter Break
Jan. 20	No school – MLK Jr. Day
Jan. 22	Elementary Grades Due
Jan. 24	Last Day 1st Semester (Secondary)
Jan. 28, 30-31	Half-Day Elementary Conferences
Feb. 3	Secondary Grades Due
Feb. 13-14	No school – Mid-Winter Break
Feb. 17	No school – Presidents Day
March 7	No school – LEAP Day
April 4	Last Day 3rd Quarter (Secondary)
April 11	Secondary Grades Due
April 14-18	No school – Spring Break
May 23	No school – LEAP Day
May 26	No school – Memorial Day
May 27	Snow Make-up Day
June 11	Elementary Grades Due
June 18	Half-Day – Last Day of School
	Last Day 2nd Semester (Secondary)
	Secondary Grades Due

Key

No School | Half Day | First/ Last Day

* Check Important Dates Section

Wednesday schedule:
1.5 hrs. early release for students
LEAP=Learning Enhancement Academic Planning

Calendar is subject to change. School year may be extended due to inclement weather.

**Staggered start for Kindergarten - schools will provide details.

Lake Washington School District | 2025-26 Calendar TENTATIVE

Lake Washington School District

August 2025

S	M	T	W	Th	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25*	26*	27*	28*	29*	30
31						

September 2025

S	M	T	W	Th	F	S
	1	2*	3*	4*	5*	6
7	8	9	**10***	11	12	13
14	15	16	**17**	18	19	20
21	22	23	**24**	25	26	27
28	29	30				

October 2025

S	M	T	W	Th	F	S
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5	6	7	**8**	9	10	11
12	13	14	**15**	16	17	18
19	20	21	**22**	23	24	25
26	27	28	**29**	30	31	

November 2025

S	M	T	W	Th	F	S
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2	3	4*	**5**	6	7	8
9	10	11	**12***	13	14	15
16	17	18	**19**	20	21	22
23	24	25	26	27	28	29
30						

December 2025

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7	8	9	**10**	11	12	13
14	15	16	**17**	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026

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4	5	6	**7**	8	9	10
11	12	13	**14**	15	16	17
18	19	20	**21***	22	23*	24
25	26	27*	**28**	29*	30*	31

February 2026

S	M	T	W	Th	F	S
1	2*	3	**4**	5	6	7
8	9	10	**11**	12	13	14
15	16	17	**18**	19	20	21
22	23	24	**25**	26	27	28

March 2026

S	M	T	W	Th	F	S
1	2	3	**4**	5	6	7
8	9	10	**11**	12	13	14
15	16	17	**18**	19	20	21
22	23	24	**25**	26	27	28
29	30	31				

April 2026

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5	6	7	**8**	9	10*	11
12	13	14	**15**	16	17	18
19	20	21	**22**	23	24	25
26	27	28	**29**	30		

May 2026

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3	4	5	**6**	7	8	9
10	11	12	**13**	14	15	16
17	18	19	**20**	21	22	23
24	25	26	**27**	28	29	30
31						

June 2026

S	M	T	W	Th	F	S
	1	2	**3**	4	5	6
7	8	9	**10***	11	12	13
14	15	16	17*	18	19	20
21	22	23	24	25	26	27
28	29	30				

July 2026

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Important Dates

Aug. 25-29	LEAP Days
Sept. 1	No school - Labor Day
Sept. 2	First Day of School (grades 1-12)
Sept. 2-4	Kindergarten Family Connections
Sept. 2-4	Half-Day Elementary Conferences
Sept. 5	First Day of School for Kindergarten**
Sept. 10	1.5 hrs. early release schedule begins
Oct. 17	No school - LEAP Day
Nov. 4	Last Day 1st Quarter (Secondary)
Nov. 11	No school - Veterans Day
Nov. 12	Secondary Grades Due
Nov. 26	Half Day
Nov. 27-28	No school - Thanksgiving Vacation
Dec. 22-Jan. 2	Winter Break
Jan. 19	No school - MLK Jr. Day
Jan. 21	Elementary Grades Due
Jan. 23	Last Day 1st Semester (Secondary)
Jan. 27, 29-30	Half-Day Elementary Conferences
Feb. 2	Secondary Grades Due
Feb. 12-13	No school - Mid-Winter Break
Feb. 16	No school - Presidents Day
March 13	No school - LEAP Day
April 3	Last Day 3rd Quarter (Secondary)
April 10	Secondary Grades Due
April 13-17	No school - Spring Break
May 22	No school - LEAP Day
May 25	No school - Memorial Day
May 26	Snow Make-up Day
June 10	Elementary Grades Due
June 17	Half-Day - Last Day of School
	Last Day 2nd Semester (Secondary)
	Secondary Grades Due

Key

No School | Half Day | First/ Last Day

* Check Important Dates Section

Wednesday schedule:
1.5 hrs. early release for students

LEAP=Learning Enhancement Academic Planning

Calendar is subject to change. School year may be extended due to inclement weather.

**Staggered start for Kindergarten - schools will provide details.

Lake Washington School District | 2026-27 Calendar TENTATIVE

Lake Washington School District

August 2026

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24*	25*	26*	27*	28*	29
30	31*					

September 2026

S	M	T	W	Th	F	S
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6	7	8	**9***	10	11	12
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October 2026

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November 2026

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December 2026

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January 2027

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February 2027

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March 2027

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April 2027

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May 2027

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June 2027

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July 2027

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Important Dates

Aug. 24-28	LEAP Days
Aug. 31	First Day of School (grades 1-12)
Aug. 31-Sept. 2	Kindergarten Family Connections
Aug. 31-Sept. 2	Half-Day Elementary Conferences
Sept. 3	First Day of School for Kindergarten**
Sept. 7	No school - Labor Day
Sept. 9	1.5 hrs. early release schedule begins
Oct. 16	No school – LEAP Day
Nov. 3	Last Day 1st Quarter (Secondary)
Nov. 10	Secondary Grades Due
Nov. 11	No school – Veterans Day
Nov. 25	Half Day
Nov. 26-27	No school – Thanksgiving Vacation
Dec. 21-Jan. 1	Winter Break
Jan. 13	Elementary Grades Due
Jan. 18	No school – MLK Jr. Day
Jan. 22	Last Day 1st Semester (Secondary)
Jan. 26, 28-29	Half-Day Elementary Conferences
Feb. 1	Secondary Grades Due
Feb. 11-12	No school – Mid-Winter Break
Feb. 15	No school – Presidents Day
March 12	No school – LEAP Day
April 2	Last Day 3rd Quarter (Secondary)
April 9	Secondary Grades Due
April 12-16	No school – Spring Break
May 28	No school – LEAP Day
May 31	No school – Memorial Day
June 1	Snow Make-up Day
June 9	Elementary Grades Due
June 16	Half-Day – Last Day of School
	Last Day 2nd Semester (Secondary)
	Secondary Grades Due

Key

No School | Half Day | First/ Last Day

* Check Important Dates Section

Wednesday schedule:
1.5 hrs. early release for students

LEAP=Learning Enhancement Academic Planning

Calendar is subject to change. School year may be extended due to inclement weather.

**Staggered start for Kindergarten - schools will provide details.

Lake Washington School District | 2027-28 Calendar TENTATIVE

Lake Washington School District

August 2027

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September 2027

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October 2027

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November 2027

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December 2027

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January 2028

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30	31*					

February 2028

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March 2028

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April 2028

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May 2028

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June 2028

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July 2028

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30	31					

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Sept. 8	1.5 hrs. early release schedule begins
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Nov. 24	Half Day
Nov. 25-26	No school – Thanksgiving Vacation
Dec. 20-Dec. 31	Winter Break
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May 29	No school – Memorial Day
May 30	Snow Make-up Day
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June 14	Half-Day – Last Day of School
	Last Day 2nd Semester (Secondary)
	Secondary Grades Due

Key

■ No School ▒ Half Day □ First/ Last Day

* Check Important Dates Section

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**Staggered start for Kindergarten - schools will provide details.

Updated 5/2023

APPENDIX F – NATIONAL CERTIFICATIONS

The District and the Association believe that pursuit of national certifications beyond those required for employment is a valuable professional development experience that has a direct link to increased student performance. The District and the Association also recognize that the process to pursue national certification requires a substantial commitment of time and resources. In order to encourage participation, the District and Association agree to provide support for the following national certifications:

SECTION F.1 – NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)

SECTION F.1.1

The District will pay the NBPTS fee up front for any first time candidate when they register for any component of NBPTS certification.

SECTION F.1.2

If the teacher successfully completes NBPTS the first year, the amount of the fee will be deducted from the teacher's state bonus for the first year of certification.

SECTION F.1.3

If the teacher does not successfully complete a component the teacher may retake the sections needed to certify but must do so at his or her own expense.

SECTION F.1.4

Teachers who do not successfully complete NBPTS within the five-year (5) window will be required to reimburse the District one half (1/2) of the NBPTS fee at the end of the window, or upon withdrawal of their candidacy.

SECTION F.1.5

If a teacher severs his/her employment with LWSD prior to receiving NBPTS certification or the state bonus, the teacher will be required to reimburse the District the entire NBPTS fee.

SECTION F.1.6

If the state discontinues the state bonus prior to the teacher receiving it, the teacher will be required to reimburse the District one half (1/2) of the original NBPTS fee.

SECTION F.1.7

Teachers participating in this fee support program will be required to sign a promissory note and participate in the LWSD National Boards Support Program.

SECTION F.1.8

When current National Board Certified Teachers complete Maintenance of Certification, they will receive one (1) release day to complete Maintenance of Certification.

SECTION F.1.9

Candidates for NBPTS certification will be provided up to three (3) release days per year to work on their certification. These days will be coordinated through Professional Learning.

Candidates for NBPTS will be provided one (1) release day when completing one (1) Component, two (2) release days for completing two (2) Components and no more than three (3) release days for completing three (3) to four (4) Components. If teachers retake a Component, they will receive one (1) release day for each Component being retaken. The candidate is held to a maximum of nine (9) release days over the five

(5) year certification window. These days will be coordinated through Professional Learning.

SECTION F.2 – AMERICAN SPEECH LANGUAGE HEARING ASSOCIATION – ASHA CERTIFICATE OF CLINICAL COMPETENCE (CCC) AND NATIONAL CERTIFICATION OF SCHOOL PSYCHOLOGIST (NCSP)

SECTION F.2.1

Provide a mentor for those pursuing national certification in Speech Language Pathology or School Psychology per Sections 13.5.7.1 of the contract.

SECTION F.2.2

Candidates for CCC or NCSP will be provided three (3) days compensation at timecard rate to work on their certification. The days will be coordinated with their mentor.

SECTION F.2.3

If and when the state recognizes and funds these national certificates, the District will create a loan program consistent with the NBPTS loan provisions.

APPENDIX G – SLP/OT/PT SEVERITY MATRIX

Remedies for Speech and Language Pathologists (SLPs) described in Section 13.5.3.1 will be calculated using the SLP Severity Ratio Matrix.

Students from each SLP's caseload will be assigned to the Severity Matrix based on minutes of speech and language services required on their IEPs, according to the following ratios:

	2023-24	**Beginning 2024-25**
Less than 30 IEP minutes of service per week	1:67 IEPs	1:66 IEPs
30-59 IEP minutes of service per week	1:43 IEPs	1:42 IEPs
60-89 IEP minutes of service per week	1:34 IEPs	1:33 IEPs
90+ IEP minutes of service per week	1:20 IEPs	1:19 IEPs

Remedies for Occupational Therapists (OTs) (described in Section 13.5.2 will be calculated using the OT Severity Ratio Matrix.

Students from each OT's caseload will be assigned to the Severity Matrix based on minutes of OT services required on their IEPs, according to the following ratios:

Less than 15 IEP minutes of service per week	1:53 IEPs
15-30 IEP minutes of service per week	1:34 IEPs
31-59 IEP minutes of service per week	1:26 IEPs
60+ IEP minutes of service per week	1:15 IEPs

Remedies for Physical Therapists (PTs) (described in Section 13.5.2 will be calculated using the PT Severity Ratio Matrix.

Students from each PT's caseload will be assigned to the Severity Matrix based on minutes of PT services required on their IEPs, according to the following ratios:

Less than 15 IEP minutes of service per week	1:47 IEPs
15-30 IEP minutes of service per week	1:30 IEPs
31-59 IEP minutes of service per week	1:24 IEPs
60+ IEP minutes of service per week	1:14 IEPs

APPENDIX H – PROCEDURE - JOB SHARE

SECTION H.1- PURPOSE

The purpose of a job share is to provide an opportunity for teachers to share full time FTE in order to continue teaching when life circumstances prevent them from working full time. The intent is not to create permanent part-time work. Job sharing is voluntary on the part of participants.

SECTION H.2 - APPROVAL PROCESS

Due to the impact of a job share, the building principal must approve job sharing for it to occur in his/her building, except where involuntary transfer occurs. If a principal denies a request, he/she will explain the reasons to the teacher(s) in person and, upon request, in writing. The following criteria will be considered in a meeting between the building administrator and potential job share partners:

- Experience
- Professional growth and evaluations
- Plan for sharing responsibilities (outlined in K.9.3)
- Compatibility
- Commitment to collaborate
- Communication styles and expectations
- Educational philosophies
- Classroom management
- School culture

Teachers denied a job share may appeal to District Labor Management.

SECTION H.3 – RENEWING

Should job share participants wish to continue for the next school year, they shall request an extension of their leave and they will be given first consideration for continuation in job share for the following year.

SECTION H.4 – CHECK-IN

Job share participants will meet with their administrator in October and January to check on the plan so job shares can be successful.

SECTION H.5 - TRANSFERS

A. Job share positions will not be eligible under the voluntary transfer section of the contract.
B. Should an involuntary transfer be necessary, seniority for both job share participants at any location shall be determined by the District seniority of the most senior participant.

SECTION H.6 – MIDYEAR JOB SHARE DISRUPTION

In the event that one of the job share partners is unable to complete the job-share through the end of the school year, the remaining teacher may

A. Take over the position full time
B. Work with the principal to seek compatible replacement, working full-time until replacement is found
C. Or take a full-time leave of absence

SECTION H.7 - ADVANCEMENT

Job share participants will qualify for salary advancements, experience credits, sick leave, and other benefits as would any part-time certificated employee. An explanation of how these benefits apply to less-than-full-time positions will be made available to each participant by the payroll office.

SECTION H.8 - PLAN FOR DIVISION RESPONSIBILITIES

Division of instructional and professional responsibilities such as how the following items will be covered:

- faculty meetings
- parties
- field trips
- student assessment and reporting
- professional development
- LEAP attendance/information
- open house
- curriculum nights
- planning time
- parent/student orientation
- first day of school
- last day of school
- room preparation/closure
- student-led parent/teacher conferences
- classroom management and response to student behavior
- any other job specific responsibilities

Agreement on an acceptable division of time (i.e., a.m., p.m., 2.5 days each person, etc.).

A communication system:

- between selves
- with principal
- with parents
- with students
- with other teachers and staff
- communication with parents regarding the share plan

SECTION H.9 – DISSOLVING A JOB SHARE

If a job share is dissolved, the individual who held a position in that building prior to the formation of the job share (the "owner") retains the right to that position after the dissolution of the job share. The job share partner who gave up another full-time position to join the job share (the "visitor") will be placed as though returning from a leave of absence but will also retain the right to request a transfer unless a vacancy exists in the current location. If no vacancy exists, the individual may list his/her current location on his/her transfer request list. (Both partners in the job share retain all building seniority accrued prior to the formation of the job share and continue to accrue additional building seniority during the job share. This total accrued seniority may be used in the transfer process).

SECTION H.9.1

If only one of the job share partners wishes to dissolve the job share, the remaining job share partner may seek a different teacher-partner at the current location provided that individual is the "owner" of the position. If the remaining job share partner is the "visitor," he/she may seek a different partner in another position at that location or at a new location. The "visitor" will take all accrued building seniority with him/her to the new location and will continue to accrue seniority for transfer purposes in the new location.

SECTION H.9.2

If the individual wishing to continue in a job share is unsuccessful in finding a new job share partner, he/she may also elect to return to full-time in the position currently held, provided he/she is the "owner" of that position. If he/she is the "visitor," he/she will be placed as though returning from a leave of absence but will also retain the right to request a transfer unless a vacancy exists in the current location. If no vacancy exists, the individual may list his/her current location on the transfer request.

SECTION H.9.3

In the event that the original job share partner who was the "owner" of the position is no longer part of the job share, the individual having the most seniority in the job share retains the right to the position.

SECTION H.9.4

If both job share partners were originally located in the same building and it cannot be determined who held the position originally, the individual with the most building seniority will be considered the owner" of the position; the individual with the least building seniority will be considered the "visitor" and may seek a different job share partner in another position at the current location if a vacancy exists, or in another building if such vacancy does not exist; or the individual will be placed as though returning from a leave of absence, but will also retain the right to request a transfer to a full-time position which may include the current location.

If both partners have equal building seniority, the individual having the most District seniority will be considered the "owner" of the position. If both partners also have the same District seniority, the individual placed on the higher educational lane on the salary schedule will be considered the "owner" of the position. If the two partners are on the same lane, the individual with the most overall experience will be considered the "owner" of the position.

APPENDIX I - BUILDING AND STAFF RELATION TO SPECIAL SERVICES

The District and Association recognize and agree that it is desirable to provide the following training program to assist and support teachers and other staff in working with students:

SECTION I.1 – REVIEW OF POLICIES AND PROCEDURES

Special Education Department will provide Guidance Team Procedures Materials that will be reviewed by all teachers and specialists by October 1.

Training will cover:

- Special Services procedures and policies
- Definition and clarity regarding least restrictive environment, special education services and placement
- Discipline of students who are 504 and/or special education eligible
- Child Find and Guidance Team training and responsibilities
- Roles and responsibilities of all teaching staff in implementing special education procedures and policies
- Changes in special education and/or 504 regulations and policies
- Health Services, 504, and Special Education accommodations
- Dissemination Process
- Provide building staff access to evaluation, 504 and IEP documents for each student whom staff works with and supports
- Resources
    - Reference how to access support resources for staff
    - How aide time is generated, assigned, used, and changes from year to year including how 1:1 supports are assigned
    - Funding for students eligible for 504, special education and ELL

If there are major changes in any of the above components, all administrators and all guidance team members will be provided with new training materials and training.

SECTION I.2 – SPECIAL EDUCATION PROMOTION PROCESS

- Each spring information and expectations regarding the Special Education Promotion Process, specifically students promoting from one level to another, will be provided by the LWSD Special Education Department to building administrators and special education teams.
- The Dissemination Process will provide informational support for schools and teachers to assist with the transition of students with special needs within school grade bands and between grade bands.
- Each building will be allocated the equivalent of two (2) release days for the implementation and completion of the promotion process per Section 13.4.6 Special Education Promotion Process.
- Within twenty-five (25) working days of the placement of students with an IEP, all special services specialists and general education teachers and specialists impacted by the student will follow the Special Education IEP Dissemination Process.

To ensure continued collaboration regarding Special Education/504 student services beyond the dissemination and promotion process, by October 15 each building Leadership Team, including representatives from the Special Education staff, will develop a schedule ensuring at least three (3) structured collaboration meeting times for Special Education/504 staff to exchange information regarding instructional strategies and/or modifications and accommodations with general education staff serving qualified students. The structured meetings may be held on LEAP time and/or grade level

meetings, LEAP, or use of building funds for substitutes. The first scheduled meeting should occur before October 31 and the third meeting should occur between March 1 and April 30.

SECTION I.3 – PROFESSIONAL DEVELOPMENT TRAINING AND SUPPORTS

General District-wide professional development and supports shall be made available in relation to:

- De-escalation, trauma-informed, and preventative (PBIS) strategies
- Strategies for working with diverse academic and behavioral needs
- Strategies for working with multilingual learners
- Developing IEPs, accommodations, modifications, and positive behavior support intervention plans
- Service delivery systems and environmental supports for students
- Process for identification of staff who can access CPI training
- Other topics as identified

SECTION I.4 – RESPONDING TO SIGNIFICANT INCIDENTS

In response to a documented incident in which an educator suffers an injury from a student requiring medical attention or has an experience that results in a traumatic impact, the educator will have the ability to schedule a meeting with the building principal and Special Education Program Specialist or Director of Special Services to debrief the incident and develop a re-entry plan for the educator to resume full duty and reestablish a safe learning environment. The educator may request a LWEA representative and/or a listening partner to participate in this meeting. The educator will be informed of their ability to access the employee assistance program for counseling or other related services.

If an educator is involved in frequent student-related physical incidents that result in or could have resulted in injury, the building principal and Director of Special Services shall meet with the educator to discuss appropriate supports to reduce the frequency, severity, and/or likelihood of such events in the future. The educator may request a LWEA representative to participate in this meeting.

By the First Friday of September 2023-24 school year, LWSD and LWEA will jointly review and recommend changes to the injury reporting form to obtain more accurate information from such reports such that it can help inform instances in which additional supports may be necessary. LWSD and LWEA will collaborate to provide semi-annual communication to educators regarding the injury reporting process.

APPENDIX J – PROFESSIONAL LEARNING COMMUNITIES (PLC)

The District and the Association agree to a Professional Learning Communities (PLC) model intended to support the professional growth of certificated staff and to enhance the learning environment for students.

SECTION J.1 – EXPECTATIONS

A. Professional teams shall focus on the "cycle of inquiry" to enhance professional practice and positive student outcomes. To support this work, we strive to create safe environments forPLC teams to improve the practice of teaching and learning. Therefore, the PLC structure will:

- Emphasize professional collaboration focused on the improvement of professional practice and student growth.
- Use the "cycle of inquiry" to focus on evaluating and addressing student learning, using established processes and protocols to analyze data. Examples include Data Teams, RTI, PLC practices.
- Provide structures that maximize the efficiency and efficacy with manageable workload expectations.
- Provide flexibility to differentiate teamwork based on monitoring and adjusting for the needs of students, while expressing ideas, teaching content, and using materials that support the course of study and the District's instructional program. Teachers are expected to maintain a high

  professional standard of teaching and to employ the most effective teaching techniques to meet the District's mission.

- Be accountable to team members and administrators for completing PLC work at a high level of fidelity and be responsible to work toward continual team development.
- Operate in an environment that provides clear expectations for individuals, PLC teams and administrators, and that provides a procedure to resolve disagreements about expectations.
- Enhance the training, linguistic clarity, and expectations surrounding Professional Learning Communities (PLCs).

B. The PLC documents will be reviewed and updated annually by the District and association.

C. The annually updated PLC documents will be digitally linked in the appropriately places in the contract.

SECTION J.2 – TRAINING/SUPPORT

Annually, at the beginning of each school year the District will provide updated consistent and comprehensive training on PLCs will be provided for certificated staff and administrators. Some of this training will be conducted jointly with certificated staff and administrators. There will be a designated time during August LEAP for District created training around Appendix M and the PLC process. EIA will provide new teachers with LWSD PLC training.

Each year information on the foundation, process, and expectations of PLCs will be reviewed and PLCs will be provided with time for conducting a team assessment. The team assessment will be the basis for PLCs to access differentiated training/support. PLCs, depending on their progress as a team, may also begin the process of forming/norming or reflecting on their previous year's goal. Such training may include resources made accessible online and supported by coaching. PLCs will be provided with a clear means for communicating a need for such support.

SECTION J.3 PLC PROCESSES

A. A yearly calendar of timelines for PLC work will be developed.
B. Administrators, in consultation with the building leadership team, will guide the formation of PLC teams.
C. Educators are expected to participate in the activities and actions of PLCs through an ongoing cycle of inquiry (i.e., goal setting, data analysis, responding to the four critical questions).
D. Building admin will work collaboratively with PLC teams in the development of their goals and the use of the cycle of inquiry as outlined in the PLC document, and provide support as needed.
E. Staff will designate time prior to the final Friday in September to complete the PLC Self-Assessment.
F. Staff will designate a time to reflect on the PLC Self-Assessment by the last Friday in February.
G. In developing structures for PLCs, building administrators will account for workload issues for staff which may be assigned to multiple content areas. Options to address this include:
    - Staff are expected to actively participate with one team. (Identify as member of one team).
    - Staff may participate with more than one team, but only have responsibility for providing data to one team. (Adjunct membership).
    - Staff may participate with one team, but use the products (e.g., common assessments) generated by the other PLC.
H. PGE teams and PLC teams should be the same unless circumstances dictate otherwise.
    - PGE work is nested within PLC.
    - PLCs will collaboratively work together using the cycle of inquiry to complete the PGE process.
I. PLC work should align with the SIP when appropriate to student growth areas.
J. When there is disagreement between administration/teacher or between teacher/team, the parties should follow building or team norms or the building's process for resolving disagreements.

APPENDIX K – PERSONALIZATION GUIDELINES

The LWSD Guiding Principles describe the learning environments in the Lake Washington School District, which are required to foster every student's ability to learn the knowledge, skills, and attributes specified in the Student Profile. These guiding principles are organized around the themes of Connection, Value and Challenge for every student.

Students learn best when they are known well by adults in the school, and when the instruction and support they receive meets their specific needs as learners and individuals.

Therefore, each middle/high school will design their own Personalization Model using their Building Decision-Making Model. This Personalization Model is to be reviewed annually by all certificated staff members.

While there is no requirement to institute a specific program model, what is required is personalization for every student. This can be done in a variety of ways. Two such ways are intervention time/activities and homeroom. If a building chooses to schedule time during the students' regular school day for an intervention or homeroom-type period, the following guidelines will apply:

SECTION K.1 – GENERAL HOMEROOM EXPECTATIONS

- There is no minimum time/minute requirement for homeroom. The time must not infringe upon minimum basic education instructional minutes.
- Homeroom does not count in the daily student limit.
- Buildings will have available coordinated, common resources, activities, and materials.
- The resources, activities and materials will be coordinated and prepared at the building level based on building needs or focus.
- The materials should be classroom-ready and time-appropriate for delivery within a homeroom period.
- As applicable, materials used with students need to follow LWSD Instructional Materials Committee approval policies.
- Each school will determine a structure and process to oversee a bank of common resources, activities, and materials.
- A bank of common resources, activities and materials will be developed at the District level by a committee of building staff.

SECTION K.2 – TIME ALLOTTED FOR HOMEROOM

Time allotted for homeroom should be used to engage students in the school's operational and/or educational activities.

Examples include, but are not limited to:

- Daily announcements
- ASB business
- Pre-and/or post-assembly activities/discussions
- Safe Schools/anti-bullying activities
- School climate and culture-focused activities/discussions
- Life skills-focused activities/discussions
- High school and beyond plan/career cruising activities

SECTION K.3 – HOMEROOM EXPECTATIONS FOR TEACHERS

Teachers should not have preparation responsibilities for homeroom.

- Teachers can be asked to deliver materials and/or lesson plans developed by someone else or from a bank of common resources.
- Teachers can lead activities or discussions but will not be expected to develop lessons or activities for this period.
- Teachers may need to briefly review or read through materials to deliver the lesson or activity, and if so, such time will not be considered as an additional course preparation.
- Teachers should not have grading or formal progress monitoring responsibilities for homeroom.
- Teachers are required to take attendance*.*

SECTION K.4 – LEADERSHIP 1 STIPEND

Leadership 1 stipend for each comprehensive middle school and all high schools will be allocated by the District for a personalization coordinator in each building. The role of the coordinator is to develop, organize, and coordinate personalization resources, activities and materials based on building needs or focus.

SECTION K.5 – GENERAL INTERVENTION EXPECTATIONS

- There is no minimum time/minute requirement for intervention time/activities.
- Intervention time/activities do not count in the daily student limit.
- The building decision-making model plan should consider format, structure, time, and student management. This may include, but is not limited to, the following:
    - Plan for intervention group size: Minimum/max seats per classroom
    - Plan for a common space/structure for students who do not need direct support to create capacity for teachers to implement intervention activities.
    - Attendance policies and expectations for intervention time
    - Plan for sub coverage
    - Plan/schedule for teams to do ongoing planning and share workload
- Staff and BLT review of intervention/homeroom building plan
    - Review before the end of the school year
    - Plan for the year prior to the start of the school year
    - Concerns raised throughout the year will be brought to Building Leadership Team and adjustments will be made following the Building Decision-Making process
- Intervention time/activities are directed at supporting student success and may include reviewing, re-teaching, and scaffolding, and enriching instruction, based on student need.
- Teachers will be provided a tool/system to support scheduling intervention times.

SECTION K.6 – TIME ALLOTTED FOR INTERVENTION SHOULD BE BASED ON STUDENT NEEDS

Examples include, but are not limited to:

- Student request for additional support
- Teacher identified need for support
- Study time
- Assessment prep and/or make-up

- Pre-teaching

SECTION K.7 – INTERVENTION TIME/ACTIVITY EXPECTATIONS FOR TEACHERS

- Teachers should not be asked to prepare anything outside of their current teaching assignment.
- Student support activities should be driven by the teacher and their PLC team.
- Teachers' intervention activities should be driven by the students' needs and a natural harvest of student assessment data.
- Teachers should not have additional grading or formal progress monitoring responsibilities for intervention time.
- Teachers are not to be evaluated for PGE based off of number of students called for intervention time.
- Teachers are required to take attendance.

APPENDIX L – REBUILD AND ENLARGE CONTRUCTION PROJECTS

The District and the Association recognize the extra work teachers must perform when moving their classroom as a result of rebuild and enlarge construction projects. In recognition of this extra work the parties have agreed to the following:

SECTION L.1

In order to facilitate school moves due to rebuild and enlarge construction projects, the District will provide teachers with a Moving Guide which will identify the responsibilities of teachers as well as those of the District.

SECTION L.2

In order to mitigate the impact of the transition and to reduce the quantity of materials needing to be packed, teachers will be expected to dispose of unneeded materials and supplies.

SECTION L.3

All teachers will receive a Moving Stipend as identified on the stipend schedule in Appendix D. This Stipend is for the packing and unpacking of their classroom.

SECTION L.4

The physical movement of boxes from one building to the other is the District's responsibility.

SECTION L.5

Employees who believe the packing and unpacking requirements for their classroom or work area exceed that of a typical classroom may request additional assistance from their building administrator. Such request must be made no later than three (3) school months prior to the move date.

Teachers with documented health conditions will be provided the necessary support for their rooms to be packed, moved, and unpacked.

The building administrator shall reply to such a request within fifteen (15) school days after the deadline for requests. If the Administrator agrees with such request, the assistance given to teachers by the administrator may include the provision of monetary compensation above the Moving Stipend, the hiring of an IA(s) to assist in the packing and unpacking of materials, recruiting volunteers to assist the teacher, or the hiring of professional movers.

SECTION L.6

Should the building administrator deny a request for additional assistance, the teacher may appeal such denial to their building administrator. Upon receiving notification that the teacher is appealing the denial, the building administrator will schedule a meeting with the teacher within fifteen (15) school days of such notification to hear the appeal.

If, after hearing the appeal, the building administrator upholds the denial, the LWEA may appeal the denial at the next scheduled Labor Management meeting.

SECTION L.7 – COMMUNICATION AND TIMELINE

Teachers will receive clear communication when moving timelines change, and shall be notified a minimum of 3 weeks prior to a moving day.

Teachers will be provided at least three calendar days to unpack/set up a classroom before students arrive.

SECTION L.8

Any extraordinary situations arising as a result of a rebuild and enlarge project will be brought to the District Labor Management meeting for resolution.

APPENDIX M - CO-TEACHING

The co-teaching partnership seeks to enhance the educational experience of all students by combining the unique skills, expertise, and strengths of two teachers working collaboratively. By fostering a supportive and inclusive learning environment, this partnership aims to improve academic achievement, facilitate the integration of students with diverse learning needs, and promote a positive classroom atmosphere. The following contract language outlines the terms and conditions under which the co-teaching partnership will be established and maintained.

SECTION M.1 - ANNUAL REVIEW

LWSD and LWEA shall establish an ongoing committee to review and support the co-teaching model, training, and ongoing supports for all teachers involved in co-teaching partnerships.

SECTION M.2 - ROLES AND RESPONSIBILITIES

The Parties shall have clearly defined roles and responsibilities within the co-teaching partnership. The Parties shall work collaboratively to achieve the success criteria as defined by the School, District, and LWEA.

SECTION M.3 - TEACHER SELECTION

Teachers shall have the opportunity to choose their co-teacher partners when possible. In the event of an assignment to a co-teaching partnership, the school administration and the teachers shall work together to ensure a successful partnership.

SECTION M.4 - PARTNERSHIP ESTABLISHMENT AND PLANNING

Co-teaching partnerships shall begin with an administrative compatibility meeting to define roles and responsibilities aligning with best practice models of Co-teaching. LWSD shall provide professional development and training to co-teachers prior to the commencement and during the duration of the co-teaching partnership.

All teachers participating in a co-teaching partnership shall be provided with half a day of team planning partnership time at their discretion, scheduled in collaboration with the building administrator. The Parties shall develop a detailed co-teaching plan that addresses grading, planning, modifying assignments, translation, assessment, parent contacts and communication, curriculum nights, classroom instruction, inter-team communication, student expectations and discipline, team/department meetings and communication, other student meetings (IEP, GT, SSM, 504, MTSS, etc.), handling substitutes and absences, and any other relevant aspects of the partnership.

Buildings shall provide common planning periods for co-teaching partnerships when possible. If regularly scheduled common planning periods are not possible, the principal shall provide common planning time scheduled in half-day increments up to a half day per quarter per co-teaching partnership as release time. In lieu of release time teachers may elect to be compensated at the teacher substitute rate of pay.

SECTION M.5 - CLASS SIZE AND CLASSROOM MANAGEMENT

When determining co-taught class size, consideration will be given to the complexity of needs of the students in the class. The school administration shall conduct regular check-ins on the co-teaching partnerships to ensure their effectiveness and address any issues that may arise.

APPENDIX N – TOSA MATRIX

TOSA MATRIX	Categorize TOSAs into District-, Field-, and School-based	Tiered-Compensation Package	Flex Time?
Accelerated Programs Specialist	District	Tier 1	Yes
Assistive Tech Specialist	District	Tier 2	Yes
College/Career Readiness Program	District	Tier 1	Yes
Consulting Teacher (NTSP)	Field	Tier 2	Yes
Counseling Specialist	District	Tier 1	Yes
Data Research/Account Specialist	District	Tier 2	Yes
Digital Application Instructional Design Specialist	District	Tier 2	Yes
Elementary Intervention Services Specialist	District	Tier 1	Yes
Elementary Teaching/Learning Specialist	District	Tier 1	Yes
Equity Specialist	Field	Tier 1	Yes
High School Athletic Director	School	Tier 1 *	Yes
High School Dean	School	Tier 1	Yes
Inclusion/MTSS Coach	School	Tier 4	No
K-5 Highly Capable	Field	Tier 4	No
Middle School Dean	School	Tier 3	No
Professional Learning Specialist	District	Tier 2	Yes
Secondary Teaching and Learning	District	Tier 1	Yes
Special Services Program Specialist	Field	Tier 2	Yes
Student Services Specialist	Field	Tier 1	Yes
Technology Integration Specialist	District	Tier 2	Yes
Title IX Specialist	District	Tier 1	Yes

2022/2023 TOSA staff in the above listed positions will be continued at their stipend and extra day allotment in a legacy status until their assignment ends. All new hires will be placed on the matrix above as listed.

* High School Athletic Directors receive the Athletic Director Stipend instead of Leadership Stipend II

Position Tiers	Stipend	Flex Days	Extra Days
Tier 1	Leadership II Stipend	Yes	21 extra days
Tier 2	Leadership II Stipend	Yes	15 extra days
Tier 3	NA	No	10 extra days
Tier 4	NA	no	NA

SECTION N.1- CALENDAR

Extended days – District assigned work

- Department supervisor/director and TOSA team will collaborate on a plan to utilize extra days including:
  - August Start Date
  - June End Date
  - Planned facilitation of evening/weekend trainings or meetings (allocation of extra days in half day increments).

This process must be decided by the first Friday in June to plan for the following school year. Change in the plan should it become necessary will occur in collaboration between program director and the TOSA team involved. Meetings observing or supporting are part of the role and job expectation (distinguished by the facilitation and planning responsibilities).

- Reasonable extended hours are part of the responsibility contract.
  - Stay late or come early to work with continuous time. (no break in continuity, responsibility contract)
  - Meet with school personnel in the hour before or after school. (responsibility contract)
  - Training support immediately before or after the typical work day. (responsibility contract)

SECTION N.2 - FLEX TIME – DISTRICT ASSIGNED WORK

Directors are encouraged to work with TOSAs to accomplish the work and utilize flex time to accommodate the unique roles of TOSAs. Directors and TOSAs must collaborate in advance on the use of flex time to accomplish District work outside of the typical contract workdays. Flex days will:

- Be approved in advance through mutually agreed upon conversation between supervisor and TOSA
- Not all TOSAs flex the same days in a department.
- Does not cause unreasonable impact on the work of others in the department or schools.
- Does not cause absence on key dates or for key meetings.
- Is not always possible to flex the next day when staying late or coming early.
- Can be utilized within the contracted year, outside of current pay period, as mutually agreed upon by supervisor and educator.
- Flex time shall be documented on the annual work year calendar.
- Flex time will be used in .5 and 1.0 increments.

SECTION N.3 - SPECIAL PROJECTS

There will be times when the District is engaged in specific work that may result in exceeding the allocation of extra days and the ability to flex time is limited. These could include specific work assignments during large scale curricula adoptions or implementations. In these instances, the TOSA and department supervisor will meet to create a plan to manage the workload. In the event the workload cannot be managed, days have been allocated / exhausted, and flex time is not an option, the TOSA will be compensated at the timecard rate for additional work responsibility assignments.

APPENDIX O – FLOATING TEACHERS

Floating Teachers – LWSD will employ a minimum of five (5) full-time contracted substitute certificated teachers to be called Floaters. Floaters will be hired on Leave Replacement contracts. Floaters will have all the rights and privileges of the LWEA\LWSD Collective Bargaining agreement with the following changes.

SECTION O.1 – COLLECTIVE BARGAINING AGREEMENT CHANGES AND SUSPENSIONS

A. Section 9.2 – The employee work year for Floaters will be 3 training days and 180 student days for a total of 183 days.
B. Section 9.3 – Responsibility Contract and Pay will be suspended. In addition, all obligations specified in Appendix A2 and/or outlined in the Responsibility Contract are suspended including any obligations required outside of the regular workday.
    a. Floaters will receive the Technology Skill Application and Integration Contract in recognition of the need for Floaters to learn and implement District-required technology.
C. Section 9.2 – Floaters will participate in three (3) paid training days or the equivalent of 22.5 contract hours.
    a. Human Resources will identify dates of paid training days by Oct. 1 or no later than 10 business days after hiring if the employment begins after Oct. 1.
    b. Failure of the employer to properly notify employee of dates will result in payment for not less than the three (3) paid training days.
    c. Floaters will attend no less than one (1) day of new employee additional training beyond the 3 days and receive their daily rate. Human Resources will identify which day is most relevant.
D. Section 9.2.1 – August LEAP – suspended.
E. Section 9.2.2 – LEAP Wednesdays fall within the regular workday. Floaters will have the opportunity to participate in self-selected professional learning activities that include, but are not limited to:
    a. Professional learning modules within Cornerstone;
    b. An independent book study;
    c. Site-based learning opportunities (I.e., at a home school);
    d. Each Wednesday Floaters will send an email to their designated administrator communicating what professional leaning activities they will complete during the LEAP Wednesday.
F. Section 10.14 – Student Grades – suspended. Floaters will not be responsible for maintaining student grades.
G. Section 10.16 – Resignations – modified. Resignations of Floaters will be accepted 10 business days after receipt of Letter of Resignation without harm for future employment inside or outside of the District.
H. Article 12 – Work Day – Floaters will be paid at the time card rate when asked to provide supervision during student lunch or teacher planning time. Floaters may refuse additional work which requires a timecard rate. Floaters must be provided with a 30-minute duty-free lunch each day.
I. Section 12.6 – Split Assignment – Floaters asked to cover a split assignment which requires attendance at more than 1 building in a day will be compensated for their mileage per section 14.5 of the CBA. Floaters asked to cover a split assignment which requires attendance at more than 1 building in a day will be informed of a clear staff start and stop time for the day that does not exceed 7.5 hours plus a 30-minute duty free lunch. Floaters with split assignments will be assured adequate travel time inclusive of check-in, check-out procedures and time to attend to personal needs.
J. Section 12.9 – New Teacher Support – suspended.
K. Article 13 – Class Size/ Case Load – suspended.
L. Section 14.4.1 – Staff Meetings – Floaters are not required to attend staff meetings but may attend if the employee chooses to attend.
M. Article 20.3 - Experience Increments and Educational Advancement - suspended.

N. Article 20.5 - Incentive to Attract and Retain High Quality Teachers - suspended.
O. Article 21 – Salary Factors of Compensation – Floaters will be placed at A-0 on the salary matrix.
P. Article 26 – Evaluation – suspended.

SECTION O.2 - CBA ADDITIONS AND CHANGES TO WORKING CONDITIONS FOR FLOATERS

A. Floaters will be hired for no less than a 1.0 position.
B. Currently employed Floaters will be notified by May 1 annually if they will be offered a Floater position for the following school year.
C. Floaters will receive a District supplied laptop.
D. District will designate an administrator to whom floaters will report, receive information, direct questions, and seek clarification on their assignment.
E. Floaters are excused from attending 504, IEP, or other student meetings regarding on-going student plans or student needs.

SECTION O.3 - LWSD EMPLOYMENT OPPORTUNITIES

A. Floaters may apply for LWSD vacancies as posted by submitting a Letter of Interest to LWSD Human Resources.
B. Floaters will receive the same interview opportunities as all internal or Leave Replacement candidates.
C. Floaters who receive Responsibility based on change of status will receive Responsibility Pay based on the day they began consecutively serving in that position regardless of contract status. Floaters assigned vacancy or absence of 6 days or more will receive Responsibility Pay at a pro-rated amount for the duration of the assignment.

APPENDIX P – PROFESSIONAL LEARNING

The District and the Association acknowledge a common interest in the District providing opportunities to engage in deep learning in identified areas of the strategic work.

The District and Association recognize a joint interest to ensure that Professional Learning offered utilize concepts/checklists for effective adult learning and are built through and attend to an Equity Lens

SECTION P.1 PLANNING FOR PROFESSIONAL LEARNING

SECTION P.1.1 - STRATEGIC PLAN

A. Annually in the Spring we will assess Professional Learning needs of educators through strategic plan program survey.
    a) Summary results of the survey with the responsive professional learning will be shared with all staff in the Fall of the following year.
B. The purpose of Professional Learning will be clearly communicated, connected to strategic work and, as appropriate, utilize District resources.
C. The District will identify an area of focus for learning for the year that aligns with the strategic plan so that staff can learn the topic and have the opportunity for application and reflection.

SECTION - P.1.2 - PROFESSIONAL LEARNING FEEDBACK

A. Certificated staff will have the chance to give feedback on District created Professional Learning
B. District will identify priority student outcomes and align professional learning to support educators to achieve those outcomes with students.

SECTION P.2 COMPENSATION FOR DEVELOPING/LEADING/DELIVERING PROFESSIONAL LEARNING

A. Staff members who are asked to develop, modify or deliver Professional Learning outside of contracted time or during planning will be compensated at the timecard rate.
B. Professional Learning that is being delivered in buildings will be a shared partnership between staff and admin.

SECTION - P.3 DISTRICT AND BUILDING PROFESSIONAL LEARNING OPTIONS

A. When Professional learning aligned to ongoing strategic work is occurring the goal will be to develop a menu of options
    a. If the menu of Professional Learning options does not apply to the roles of ESAs they are able to collaboratively work with their administrator in advanced of the learning session to identify more relevant Professional Learning
    a. The menus for Professional Learning options will be differentiated and provided in advance to allow for educator choice to the greatest extent possible.
B. The choice for Professional Learning provided in the menu will include set aside time for implementation.
C. Certificated staff are responsible for implementing the learning in their practice when sufficient time, structure, and resources have been provided to make implementation feasible.

SECTION P.4 PROFESSIONAL LEARNING – COMPENSATION

A. Professional learning required outside of the workday will be compensated.

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