

LAKE WASHINGTON SCHOOL DISTRICT NO. 414

BOARD OF DIRECTORS' MEETING

February 10, 2020

Individuals with disabilities who may need a modification to participate in a board meeting should contact the superintendent's office as soon as possible in advance of a meeting so that special arrangements may be made.

CONSENT AGENDA

A consent agenda has been established by the board in order to eliminate the time-consuming task of acting on routine and repetitive business items. These items are now placed in a consent agenda package and will be voted on at one time. If you see an item on the consent agenda that you would like to have publicly discussed, please discuss your concern with a board member prior to action on the consent agenda.

Lake Washington School District Acronyms

AP: Advanced Placement

AVID: Advancement Via Individual Determination

B/SR: Board/Superintendent Relationship

CADR: College Academic Distribution Requirements

CDSA: Common District Summative Assessments

CEDARS: Comprehensive Education Data and Research System (CEDARS)

CIA: Certificate of Individual Achievement

CLT: Central Leadership Team

COE: Collection of Evidence

CTE: Career & Technical Education

DIBELS: Dynamic Indicators of Basic Early Literacy Skills

DLT: District Leadership Team (manager level and above, includes both certified and classified)

ELL: English Language Learners

ELPA21: English Language Proficiency Assessment for the 21st Century

eMAS: Elementary Mobile Access for Students

ESEA: Elementary and Secondary Education Act

ESSA: Every Student Succeeds Act

GC: Governance Culture (See Policy Governance)

GC/CM: General Contractor/Construction Management

HiCap: Highly Capable Program

HSBP: High School and Beyond Plan

KISN: Kindergarten Intensive Safety Net

KPI: Key Performance Indicators

LDA: Locally Determined Assessment

LEAP: Learning Enhancement & Academic Planning

MTSS: Multi-Tiered Systems of Support

NSBA: National School Board Association

OE: Operational Expectations (See Policy Governance)

OSPI: Office of Superintendent of Public Instruction

PBIS: Positive Behavioral Interventions and Supports

PCC: Professional Community & Collaboration

PDSA: Plan, Do, Study, Act

PLC: Professional Learning Community

Policy Governance: A governance process used by the school board. This sets forth “Results (R)” that the superintendent must reach, while abiding by “Operational Expectations (OE).” R include the district’s mission. OEs provide the boundaries for how the superintendent and staff can get to the goals. See the board policy section on web site for more information.

Quest: Highly Capable program for students in gr. 2-8

Results (R): Results (*See Policy Governance - formerly known as End Results*). Goals set forth by the board, including the mission of the district.

RCW: Revised Codes of Washington

RTI: Response to Intervention

SALT: Strategic Advisory Leadership Team

SBA: Smarter Balanced Assessment

SBE: State Board of Education

SCAP: School Construction Assistance Program

SEL: Social Emotional Learning

SGP: Student Growth Percentile

SIOP: Sheltered Instruction Observation Protocol

SIP: School Improvement Plan

sMAS: Secondary Mobile Access for Students

STEM: Science, Technology, Engineering, and Mathematics

UDL: Universal Design for Learning

WA-AIM: Washington – Access to Instruction and Measurement

WAC: Washington Administrative Codes

WaKIDS: Washington Kindergarten Inventory of Developing Skills

WaNIC: Washington Network for Innovative Careers

WCAS: Washington Comprehensive Assessment of Science

WCAP: Washington Comprehensive Assessment Program

WIDA AMS: Alternative ELL Assessment

WSIF: Washington School Improvement Framework

WSSDA: Washington State School Directors Association

February 6, 2020

Siri Bliesner
President, Board of Directors
Lake Washington School District No. 414
Redmond, WA 98052

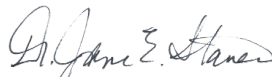
Dear Ms. Bliesner

I am transmitting herewith the agenda for the Board of Directors' regular meeting of January 10, 2020 beginning at 7:00 p.m. in the Board Room of the Resource Center, 16250 NE 74th Street, Redmond, WA.

Order of Business

1. Convene, Roll Call
2. Approve Agenda
3. Recognitions
4. Host School
5. Public Comment
6. Board Reorganization
7. Consent Agenda
8. Non-Consent Agenda
9. Public and Community Affairs
10. Superintendent Report
11. Board Member Comments
12. Adjourn

Sincerely,

A handwritten signature in cursive script, appearing to read "Dr. Jane E. Stavem".

Dr. Jane Stavem
Superintendent

LAKE WASHINGTON SCHOOL DISTRICT

Board of Directors' Meeting

L.E. Scarr Resource Center Board Room

February 10, 2020

5:00 p.m.	Study Session - <i>Location:</i> Hughes, Resource Center <i>Topic:</i> School Capacity Review Executive Session for the purpose to consider the selection of a site or the acquisition of real estate by lease or purchase and the minimum price at which real estate will be offered for sale or lease
6:45 p.m.	Reception – PTSA Reflections

<u>Time</u>	<u>Action</u>	<u>Tab</u>	<u>Page</u>
7:00 p.m.	Convene, Roll Call		
	Approve Agenda		
	Recognitions		
	▪ January – School Board Appreciation Month		
	▪ Proclamation – National School Counseling Week, Feb 3-7, 2020		
	▪ Proclamation – Career and Technical Education Month, February 1-29, 2020		
	Host School		
	▪ Lake Washington School District PTSA Council – 2020 PTSA Reflections		
	Public Comment		
	Board Reorganization – President, Vice President, and Legislative Representative		
	Consent Agenda		
	▪ Vouchers		
	▪ Minutes - {Dec. 9 study session/board meeting & Jan. 25 study session}	1	1
	▪ Human Resources Report	2	6
	▪ Instructional Materials Adoption	3	12
	▪ Interdistrict Cooperative Agreement, Edmonds School District Services to Special Needs Children, 2019-2024	4	14
	▪ 2019-20 Board Meeting Schedule Revised	5	15
	▪ Lake Washington Educational Support Professional Collective Bargaining Agreement, 2019-22	6	16

<u>Time</u>	<u>Action</u>	<u>Tab</u>	<u>Page</u>
	Consent Agenda {continued}		
	<ul style="list-style-type: none"> ▪ Results (R) 1-3 <ul style="list-style-type: none"> - R-1, Mission of Lake Washington School District - R-2, Academic Content Knowledge and Skills - R-3, Life Skills and Citizenship 	7	18
	<ul style="list-style-type: none"> ▪ Operational Governance Policies (OGP) 1-6 Second Reading/ Approval <ul style="list-style-type: none"> - OGP-1, School Board Legal Status and Director Districts - OGP-2, Board Member Qualifications and Elections - OGP-3, Board Meetings - OGP-4, Quorum - OGP-5, Board Organization - OGP-6, Orientation of Directors 	8	19
	<ul style="list-style-type: none"> ▪ Operational Expectations (OE) 3-13 Reasonable Interpretation and Indicators, Approval <ul style="list-style-type: none"> - OE-3, Treatment of Community Stakeholders - OE-4, Personnel Administration - OE-5, Financial Planning - OE-6, Financial Administration - OE-7, Asset Protection - OE-8, Communication with and Counsel to the Board - OE-9, Communication and Engagement with the Community - OE-10, Learning Environment/Treatment of Students - OE-11, Instructional Program - OE-12, Facilities - OE-13, Technology 	9	20
	<ul style="list-style-type: none"> ▪ Donations 	10	21
	Non-Consent Agenda		
	<ul style="list-style-type: none"> ▪ Redirecting Bond Proceeds and Matching Funds Public Hearing Resolution No. 2283 	11	25
	<ul style="list-style-type: none"> ▪ Strategic Plan Connections – Facility Update 	12	27

Public and Community Affairs

- National School Board Association (NSBA) Advocacy Institute, Washington D.C., Feb. 2-4, 2020
- Washington Association of School Administrators (WASA), Washington State School Directors' Association (WSSDA), and Washington Association of School Business Officials (WASBO) 2020 Legislative Conference and Day on the Hill, Olympia, Feb. 9-10, 2020

Superintendent Report

Board Member Comments

- National School Board Association (NSBA) Equity Symposium, Washington D.C., Feb. 1, 2020

Adjourn

Next Board Meeting: **February 24, 2020**
5:00 p.m. **Study Session** – *Location: Hughes, Resource Center*
 Topics: School Capacity and Enrollment Update
6:45 p.m. **Reception: National Board Certified Teachers**
7:00 p.m. **Board Meeting** – *Location: Board Room, Resource Center*

L.E. Scarr Resource Center
16250 NE 74th Street
Redmond, WA 98052

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Study Session
December 9, 2019

The December 9, 2019 study session was called to order by
President Siri Bliesner at 5:00 p.m.

CALL TO ORDER

Members present: Siri Bliesner, Mark Stuart, Chris Carlson,
Eric Laliberte, and Cassandra Sage.

ROLL CALL

Present: Superintendent Jane Stavem.

The following topics were discussed:

TOPICS

- School Start Times
- 2nd Review of Operational Expectations (OE) Indicators
(Group 1)
 - *OE-3, Treatment of Community Stakeholders*
 - *OE-4, Personnel Administration*
 - *OE-5, Financial Planning*
 - *OE-6, Financial Administration*
 - *OE-7, Asset Protection*
 - *OE-8, Communication with and Counsel to the Board*
 - *OE-12, Facilities*
 - *OE-13, Technology*

The meeting was adjourned at 6:25 p.m.

ADJOURNMENT

Siri Bliesner, President

Jane Stavem, Superintendent

Diane Jenkins
Recording Secretary

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Study Session
January 25, 2020

The January 25, 2020 study session was called to order by
President Siri Bliesner at 8:30 a.m.

CALL TO ORDER

Members present: Siri Bliesner, Mark Stuart, Chris Carlson,
Eric Laliberte, and Cassandra Sage.

ROLL CALL

Present: Superintendent Jane Stavem.

The following topics were discussed:

TOPICS

- Bond Sale Update
- Personnel – Hiring Timeline
- District Equity Training Update and Future Training Opportunities for Board
- Review of Operational Expectations (OE) Reasonable Interpretation and Indicators
 - OE-5, Financial Planning
 - OE-6, Financial Administration
 - OE-7, Asset Protection
 - OE-8, Communication with and Counsel to the Board
 - OE-9, Communication and Engagement with the Community
 - OE-10, Learning Environment/Treatment of Students
 - OE-11, Instructional Program
 - OE-12, Facilities
 - OE-13, Technology
- Annual Work Plan – Review Revisions for 2nd Semester Monitoring Reports and Board Business and Suggestion for any Additional Items
- March Retreat – Discussion for Agenda Items
- Board Meeting Debrief/Self-Assessment

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Study Session
January 25, 2020

The meeting was adjourned at 12:45 p.m.

ADJOURNMENT

Siri Bliesner, President

Jane Stavem, Superintendent

Diane Jenkins
Recording Secretary

OFFICIAL MINUTES
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
December 9, 2019

The board meeting was called to order by President Bliesner at 7:00 p.m.

CALL TO ORDER

Members present: Siri Bliesner, Mark Stuart, Chris Carlson, Eric Laliberte, and Cassandra Sage.

ROLL CALL

Present: Superintendent Jane Stavem.

Chris Carlson moved to approve the December 9 agenda.
Seconded by Eric Laliberte.

APPROVAL OF AGENDA

Motion carried.

Dr. Stavem asked Siri Bliesner, Chris Carlson, and Eric Laliberte to step forward. She administered the oath of office to them.

OATH OF OFFICE

Two teachers expressed their support of the Lake Washington Educational Support Professionals (LWESP) members and encouraged a favorable outcome for LWESP bargaining.

PUBLIC COMMENT

A video was shown depicting the school culture and interviews with students at Juanita High School.

HOST SCHOOL

JUANITA HIGH SCHOOL

Kelly Clapp, Juanita High School Principal, reported on the status of the construction. This is the final year on construction and staff and students are looking forward to moving into the new building. She noted that they took this opportunity to focus on brand and identify; they updated the school's crest which she shared.

She highlighted the demographics, programs, and activities offered at Juanita. Currently, there are 1,484 students. The Future program, for juniors and seniors, has 22 students. She reviewed assessment and graduation data. Juanita and the University of Washington are participating in a pilot program to develop strategies to help ensure that students are successful. This is the second year of using AVID along with positive behavior interventions supports.

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
December 9, 2019

Chris Carlson moved to approve the consent agenda. Seconded
by Eric Laliberte.

CONSENT AGENDA

Siri Bliesner, yes; Mark Stuart, yes; Chris Carlson, yes; Eric
Laliberte, yes; and Cassandra Sage, yes.

Motion carried.

The following November 2019 vouchers were approved:

APPROVAL OF
VOUCHERS

General Fund

366480-366807 \$5,283,548.38

Payroll

2982-2987 \$1,856.20

Accounts Payable Direct Deposit \$ 17,312,573.58

Acquisition Card 1,096,649.91

Deferred Comp 164,466.00

Department of Revenue 10,020.41

Dept. of Retirement Systems 3,811,789.16

Dept. of Retirement Systems 1,081,674.36

American Fidelity HSA 10,914.92

DSHS - Division of Child Support 3,480.23

Payroll Direct Deposit 15,927,226.18

Payroll Tax Withdrawal 5,636,964.83

TSA Envoy 407,054.29

VEBA 7,481.56

Vision/(NBN) 97,334.62

Key Bank Processing Fees \$ 16,988.39

\$45,584,618.44

Capital Projects

700579-700638 \$2,708,742.24

ASB

64423-64574 \$116,474.12

Transportation Vehicle Fund

\$0.00

Private Purpose Trust Fund

3180-3199 \$3,978.95

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
December 9, 2019

Approval of the minutes of the November 18 study session and board meeting.

APPROVAL OF MINUTES

Approval of the December 9, 2019 Human Resources Report.

APPROVAL OF HUMAN
RESOURCES REPORT

Authorizes the superintendent or her designee to approve construction Change Order No. 4 with Lydig Construction, Inc. for the Timberline Middle School project in the amount of \$329,509 plus sales tax. Approval of this change order results in a revised GMP of \$61,720,685.

GC/CM CONSTRUCTION
CHANGE ORDER NO. 4
TIMBERLINE MIDDLE
SCHOOL (SITE 72)

Accepts the donations/grants as identified -

DONATIONS

Acceptance from Audubon Elementary PTSA to Audubon Elementary School in the amount of \$1,626.68 to provide stipend for choir.

Acceptance from Elizabeth Blackwell PTSA to Blackwell Elementary School in the amount of \$4,932.00 to provide stipends for running club and basketball club.

Acceptance from Ella Baker PTSA to Baker Elementary School in the amount of \$1,083.00 to purchase library books.

Acceptance from Ben Franklin PTA to Franklin Elementary School in the amount of \$7,000.00 to purchase playground equipment.

Acceptance from Ben Rush PTA to Rush Elementary School in the amount of \$8,830.00 to purchase Nature Vision program (\$7,830.00); provide bus transportation (\$500.00); and support extracurricular activities (\$500.00).

Acceptance from Samantha Smith PTSA to Smith Elementary School in the amount of \$4,000.00 to purchase art supplies.

Acceptance from H.D. Thoreau Elementary PTA to Thoreau Elementary School in the amount of \$5,325.90 to provide stipends for outdoor education and student leadership.

Acceptance from Harish Kulkarni and Aparna Varadharajan to Rose Hill Middle School in the amount of \$2,500.00 to support robotics.

Acceptance from Boeing Employees Credit Union to Eastlake High School in the amount of \$3,000.00 to support DECA.

Acceptance from Lake Washington High School Boosters to Lake Washington High School in the amount of \$1,072.49 to support extra-curricular activities.

TOTAL \$39,370.07

NON-CONSENT AGENDA

Mike Van Orden, Associate Superintendent, Teaching and Learning Services, conveyed that during the last legislative session, House Bill 1599 (HB 1599), Multiple Pathways to Graduation, was approved. HB 1599 expands the ways Washington students show their readiness for their next steps after high schools and includes new and updated requirements for:

- the state assessment system,
- the High School and Beyond Plan (HSBP),
- course credits and enrollment,
- graduation “pathway options,” and
- waivers.

A draft of Procedure #2410P, Graduation Requirements, for Students in the Class of 2020 and Beyond, includes new and updated graduation requirements which was shared at the November 4 study session and presented to the Board for a first reading at the November 18 board meeting. Since that time, the procedures have been further updated based on subsequent state rulemaking and guidance. He highlighted the revisions and responded to board members’ questions.

Eric Laliberte moved to approve the 2410P, Graduation Requirements, as presented. Seconded by Chris Carlson.

Motion carried.

Eric Laliberte noted that district staff and board members will be meeting with area legislators to share the district’s 2020 Legislative Priorities prior to the start of the legislative session. A meeting was held with Senator Manka Dhingra this morning.

Dr. Stavem reported that there will be no changes in the school start/dismissal times for the upcoming school year. She wanted to share this information at this time to allow families to make plans. The district will continue to monitor this issue and provide updates.

2410P, GRADUATION
REQUIREMENTS
SECOND
READING/ APPROVAL

PUBLIC AND COMMUNITY
AFFAIRS

SUPERINTENDENT
REPORT

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
Board of Directors' Meeting
December 9, 2019

Board members provided highlights of the 2019 Washington State School Directors Association (WSSDA) Annual Conference.

BOARD MEMBER
COMMENTS

The board recessed at 8:15 p.m. to meet in executive session for the purpose to consider the selection of a site or the acquisition of real estate by lease or purchase and the minimum price at which real estate will be offered for sale or lease.

EXECUTIVE SESSION

Eric Laliberte moved to adjourn. Seconded by Chris Carlson.

ADJOURNMENT

Motion carried.

The meeting was adjourned at 9:00 p.m.

Siri Bliesner, President

Jane Stavem, Superintendent

Diane Jenkins
Recording Secretary

Human Resources Board Report

February 10, 2020



NEW PERSONNEL

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary/Rate</u>	<u>Start Date</u>	<u>Reason</u>
Aboul-Hosn, Manal	Special Ed Para Ed	Frost Elem	\$19.40	09/10/19	Repl. M. Kelly
Agrawal, Shaily	Instructional Assist	Eastlake HS	\$19.42	08/28/19	Budgeted
Allen, Benjamin	Special Ed Para Ed	Kirkland MS	\$19.40	09/03/19	Budgeted
Batzel, Stella	Special Ed Para Ed	Frost Elem	\$19.40	09/02/19	Repl. H. McKenzie
Bauman, Christopher	School Secretary	Rose Hill MS	\$22.50	09/04/19	Repl. B. Andrew
Bolden, Courtney	Special Ed Para Ed	Dickinson Elem	\$19.40	09/02/19	Budgeted
Bondada, Neelima	Instructional Assist	Kirk Elem	\$19.42	09/03/19	Budgeted
Bowles, Jack	Special Ed Para Ed	Redmond HS	\$19.40	09/03/19	Budgeted
Bryant, Tyras	Tech Support Specialist	Resource Center	\$29.77	08/27/19	Repl. J. Charbonneau
Chang, Jiyeaon	Instructional Assist	Lakeview Elem	\$19.42	08/28/19	Budgeted
Chatham, Kira	Sp Ed Para Ed/Instructional Assist	Lakeview Elem	\$19.40/\$19.42	09/03/19	Repl. P. Jones
Chinn, Brandon	Instructional Assist	Franklin Elem	\$19.42	08/28/19	Budgeted
Clarke, Heather	Health Room Secretary	Frost Elem	\$22.50	09/02/19	Budgeted
Climber, Carissa	Instructional Asst	McAuliffe Elem	\$19.42	08/28/19	Budgeted
Clow, Rebekah	Special Ed Para Ed	Sandburg Elem	\$19.40	09/02/19	Budgeted
Dao, Tho	Project Manager II	Resource Center	\$106,585.00	09/30/19	Repl. T. Allen
Dellinger, Tyler	Tech Support Specialist	Resource Center	\$29.77	07/29/19	Repl. K. Kilstrom
Derbyshire, Brianna NC	.6 Teacher	Bell/Lakeview/Rose Hill Elem	A-0	01/16/20	Budgeted
Dhindsa, Simrat	Instructional Assist	Barton Elem	\$19.42	08/28/19	Budgeted
Dobbe, Rebecca	Health Room Secretary/IA	Baker Elem	22.50/19.42	08/28/19	Repl. J. Brunke
Dooley, Ian	Instructional Assist/Sp Ed Para Ed	Twain Elem	\$19.42/\$19.40	08/28/19	Repl. S. Thomas
Dunniway, Stephanie	School Secretary	Kirk Elem	\$22.50	09/03/19	Repl. N. Sultan
Fingado, Bryce	Special Ed Para Ed	Sandburg Elem	\$19.40	09/03/19	Budgeted
Furqueron, Amber	Instructional Assist	Redmond HS	\$19.42	08/28/19	Repl. C. Tamashiro
Gadley, Kodie	Instructional Assist	Redmond HS	\$19.42	08/28/19	Budgeted
Glass, Krista	Health Rm Secretary/Instructional Assist	Redmond Elem	\$22.50/\$19.42	08/28/19	Repl. G. Santiago Lozano
Gomes, Fernando	Head Custodian I	Muir Elem	\$22.47	11/27/19	Repl. D. Richey
Goodvin, Ashley	Sp Ed Para Ed/Instructional Assist	Twain Elem	\$19.40/\$19.42	09/03/19	Budgeted

Human Resources Board Report

February 10, 2020



NEW PERSONNEL - Con't

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary/Rate</u>	<u>Start Date</u>	<u>Reason</u>
Guenther, Michaela	Instructional Assist	Baker Elem	\$19.42	08/28/19	Repl. K. Trace
Hanson, Samantha NC	Teacher	Finn Hill MS	C-0	01/29/20	Repl. R. Miera
Hickey, Erin	Sp Ed Para Ed/Instructional Assist	Barton Elem	\$19.40/\$19.42	08/28/19	Budgeted
Holec, Meribeth	Special Ed Para Ed	Carson Elem	\$19.40	09/02/19	Budgeted
Holm, Shannon	Special Ed Para Ed	Redmond HS	\$19.40	09/03/19	Repl. A. Cholewinska
Hornsby, Kimberley	Special Ed Para Ed	McAuliffe Elem	\$19.40	09/02/19	Budgeted
Hotes, Peggy NC	.4 Teacher	Thoreau Elem	C-25	01/16/20	Budgeted
Hughes, Mary	Special Ed Para Ed	McAuliffe Elem	\$19.40	09/02/19	Budgeted
Hunter, Laura NC	Teacher	Franklin Elem	D-0	01/21/20	Leave Replacement
Inti, Jayalakshmi	Secretary/Instructional Assist	Rose Hill MS	\$22.50/\$19.42	08/28/19	Repl. L. Dixon & T. Peterson
Johnson, Hannah	Special Ed Para Ed	Bell Elem	\$19.40	09/03/19	Budgeted
Kilstrom, Cameron	Tech Support Specialist	Resource Center	\$29.77	08/05/19	Repl. D. Rooney
Kirschner, Linda	Instructional Assist	Frost Elem	\$19.42	08/28/19	Repl. S. Batzel
Klein, Jana	Special Ed Para Ed/Instructional Assist	Rush Elem	\$19.40/\$19.42	09/03/19	Repl. M. Wong
Kuite, Yolande	Custodian	Dickinson Elem	\$21.28	08/19/19	Repl. M. Reckling
Lallas, Jody	Health Services Specialist	Special Services	\$43.80	09/11/19	Repl. T. Simpson
Laughlin, Deborah NC	Teacher	Mann Elem	B-10	01/27/20	Leave Replacement
Leardi, Natasha	School Secretary	Twain Elem	\$22.50	08/28/19	Budgeted
Livingston, Gayle	Associate Principal	Kamiakin MS	\$56,479.15	01/06/20	Repl. D. Warman
Lorenzo, Felicitas	Sp Ed Para Ed/Instructional Assist	Einstein Elem	\$19.40/\$19.42	09/03/19	Repl. A. Salazar
Lovas, Abigail	Special Ed Para Ed	Kamiakin MS	\$19.40	09/03/19	Budgeted
Lovas, Suzanne	School Secretary	Kirkland MS	\$22.50	08/29/19	Repl. R. Otnes
Lyle, Robin	Instructional Assist	Frost Elem	\$19.42	08/28/19	Repl. C. Sugiyura & B. Middaugh
McKee, Michael	Electrician	Facilities/Maintenance	\$36.78	06/17/19	Budgeted
McKenzie, Heather	Instructional Assist	Frost Elem	\$19.42	08/28/19	Budgeted
McNaughten, Rebecca	Instructional Assist	McAuliffe Elem	\$19.42	08/28/19	Budgeted
Meza, David	Head Custodian I	Lake Washington HS	\$22.47	09/23/19	Repl. D. Morosan
Minge, Emma	Sp Ed Para Ed/Instructional Assist	Rose Hill Elem	\$19.40/\$19.42	09/03/19	Repl. M. Young

Human Resources Board Report

February 10, 2020



NEW PERSONNEL - Con't

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary/Rate</u>	<u>Start Date</u>	<u>Reason</u>
Morehart, Clea	Special Ed Para Ed	Mann Elem	\$19.40	09/03/19	Budgeted
Mussey, Carrie	Instructional Assist	Rockwell Elem	\$19.42	08/28/19	Budgeted
Nading, Micheii	Sp Ed Para Ed/Instructional Assist	Einstein Elem	\$19.40/\$19.42	09/03/19	Repl. E. Akkas
Nishiwaki, Kimiko NC	Teacher	Finn Hill MS	D-23	01/27/20	Repl. L. Lynch
Ogbevoen, Paula	Admin Secretary II	Resource Center	\$23.52	09/03/19	Repl. R. Freitas Gordon
Orduz, Manuel	Custodian	Timberline MS	\$21.28	09/11/19	Budgeted
Orestad, Kaitlynn	Instructional Assist	Extended Day	\$20.89	09/03/19	Budgeted
Osborne, Alissa	Sp Ed Para Ed/Instructional Assist	Sandburg Elem	\$19.40/\$19.42	08/28/19	Budgeted
Parlin, Ashleigh	Instructional Assist	Rush Elem	\$19.42	08/28/19	Budgeted
Patterson, Robert	Custodian	Mead Elem	\$21.28	09/11/19	Repl. T. Daniels
Pautler, Sara NC	Teacher	Keller Elem	C-1	01/16/20	Repl. M. Paine
Powell, Lise	Instructional Assist/Sp Ed Para Ed	Rockwell Elem	\$19.42/\$19.40	09/09/19	Budgeted
Prince, Kwanteria	School Secretary	Parks Elem	\$22.50	08/20/19	Repl. S. Abe
Ramquist, Corey	Instructional Assist	Extended Day	\$20.89	08/28/19	Budgeted
Robinson, Laura	Special Ed Para Ed	Barton Elem	\$19.40	09/03/19	Budgeted
Rogers, Amy	Instructional Assist	Extended Day	\$20.89	06/03/19	Budgeted
Rogers, Kerry NC	Teacher	Parks Elem	C-1	09/03/19	Leave Replacement
Romey, Kayla	Special Ed Para Ed	Sandburg Elem	\$19.40	09/02/19	Budgeted
Rutledge, Jody	Special Ed Para Ed	Dickinson Elem	\$19.40	09/02/19	Budgeted
Sagara, Stacy	Admin Secretary II	Print Shop	\$23.52	08/21/19	Repl. T. Lewis
Salois Gillespie, Pauline	School Secretary	Lake Washington HS	\$22.50	08/28/19	Repl. S. Carroll
Saura, Carmen	Data Scientist	Resource Center	\$106,585.00	09/24/19	Budgeted
Schmitt, Amanda NC	Teacher	Bell Elem	A-0	01/21/20	Repl. I. Tirado
Schneider, Amy	Sp Ed Para Ed/Instructional Assist	Wilder Elem	\$19.40/\$19.42	09/03/19	Budgeted
Sharma, Manju NC	.2 Teacher	Rose Hill MS	Doctorate-0	01/27/20	Leave Replacement
Sharp, Christopher	Dean of Students	Baker Elem	Doctorate-0	01/30/20	Budgeted
Sharp, John	Special Ed Para Ed	Rose Hill MS	\$19.40	09/03/19	Repl. T. Peterson
Sheldon, Courtney	Special Ed Para Ed	Redmond HS	\$19.40	09/03/19	Repl. P. Torres

Human Resources Board Report

February 10, 2020



NEW PERSONNEL - Con't

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Salary/Rate</u>	<u>Start Date</u>	<u>Reason</u>
Stein, Lana	Instructional Assist	Wilder Elem	\$19.42	09/03/19	Repl. S. Walsh
Stuvland, Julie	School Secretary	Evergreen MS	\$22.50	08/19/19	Budgeted
Thomas, Joelle	Behavioral Health Serv Clinical Spec	Special Services	\$43.80	09/16/19	Budgeted
Tolar, Parker	Special Ed Para Ed	Kirkland MS	\$19.40	09/09/19	Repl. I. Peck
Troost, Alison	Special Ed Para Ed	Dickinson Elem	\$19.40	09/02/19	Budgeted
Verma, Rolee	Special Ed Para Ed	Mann Elem	\$19.40	09/03/19	Budgeted
Werth, Julie NC	.2 Teacher	Redmond MS	A-0	01/06/20	Budgeted
Williams, Paige	Special Ed Para Ed	Bell Elem	\$22.50	08/13/19	Repl. A. Short
Wong, Betty	Instructional Assist	Eastlake HS	\$19.42	08/28/19	Budgeted
Yadav, Poornima	Instructional Assist	Carson Elem	\$19.42	08/28/19	Budgeted
Yarrow, Maria	Instructional Assist	Rush Elem	\$19.42	09/03/19	Budgeted
Zackery, Brittni	Counselor	Bell Elem	C-0	01/06/20	Repl. C. Winter
Zeballos, Veronica	Instructional Assist	Einstein Elem	\$19.42	08/28/19	Budgeted

RETIREMENTS/RESIGNATIONS/TERMINATIONS

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Allard, Jeffrey	Locksmith	Facilities/Maintenance	12/18/17	12/20/19	Resignation
Allen, Jim	Teacher	Redmond HS	08/28/17	01/24/20	Resignation
Baker, Deanna	Special Ed Para Ed	Juanita Elem	08/31/16	01/01/20	Resignation
Berner, Hal	Teacher	Juanita HS	03/01/00	03/13/20	Retirement
Cooney, Brendan	Instructional Assist	Extended Day	02/28/19	01/10/20	Resignation
Costello, Rita	Teacher	Redmond HS	05/11/05	06/30/20	Retirement
Demir, Ali	Teacher	Rose Hill MS	09/04/19	01/06/20	Resignation
Divanji, Bharti	Instructional Assist	Juanita HS	11/28/16	12/18/19	Resignation
Eagleston, Allison	Teacher	Dickinson Elem	01/16/18	12/20/19	Resignation
Eaton, Christine	Instructional Assist	Parks Elem	08/29/18	12/20/19	Resignation
Elsemore, Claudia	Project Manager II	Resource Center	09/05/95	03/31/20	Retirement

Human Resources Board Report

February 10, 2020



RETIREMENTS/RESIGNATIONS/TERMINATIONS - Con't

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Start</u>	<u>Effective Date</u>	<u>Reason</u>
Hamby, Melissa	Instructional Assist	Franklin Elem	03/21/16	12/20/19	Resignation
Handschin, Daniel	Instructional Assist	Redmond HS	11/21/03	06/30/20	Retirement
Herold, Robert	Teacher	Northstar MS	01/25/85	06/30/20	Retirement
Jordan, Jan	HR Specialist	Resource Center	04/06/17	12/20/19	Resignation
Khalsa, Gursimrat	Health Services Specialist	Special Services	10/22/18	01/27/20	Resignation
Koffa, Bennett	Instructional Assist	Extended Day	04/11/18	12/20/19	Resignation
Lee, Dee Anna	Teacher	Barton/Redmond Elem	09/09/19	06/30/20	Resignation
Lind, Jennifer	Instructional Assist	Rose Hill MS	03/14/16	12/09/19	Resignation
Mayer, Kelli	Secretary	Kamiakin MS	03/18/13	01/03/20	Resignation
McCarson, Deborah	Principal	Kirkland MS	08/28/80	06/30/20	Retirement
Miera, Robert	Teacher	Finn Hill MS	08/26/19	01/17/20	Resignation
Miles, Elizabeth	Librarian	Dickinson Elem	08/24/04	02/04/20	Retirement
Miles, Jeffrey	Transportation Manager	Transportation	08/12/04	02/07/20	Resignation
Mitchell, Alison	Teacher	Redmond HS	08/25/14	12/20/19	Resignation
Neal, Rodger	Truck Driver	Warehouse	09/07/78	03/06/20	Retirement
Nelson, Rhonda	Counselor	LOA	09/10/90	02/28/20	Resignation
Nordby, Brent	Groundsperson	Facilities/Maintenance	02/29/16	12/12/19	Resignation
Pautler, Sara	Special Ed Para Ed	Keller Elem	09/15/17	01/15/20	Resignation
Reeve, Cedric	Special Ed Para Ed	Rose Hill MS	09/04/17	01/21/20	Resignation
Rengasamy, Krithika	Special Ed Para Ed	Dickinson Elem	08/19/08	12/04/19	Resignation
Stafford, Amy	Special Ed Para Ed	Finn Hill MS	12/01/16	12/02/19	Resignation
Tirado, Icis	Teacher	Bell Elem	08/24/05	01/13/20	Resignation
Towsend, Rebecca	Teacher	Tesla STEM	08/24/10	06/30/20	.2 Resignation
Weertman, Renee	Teacher	Parks Elem	02/12/13	04/03/20	Resignation

Human Resources Board Report

February 10, 2020



CHANGE OF CONTRACTUAL STATUS

<u>Name</u>	<u>Location</u>	<u>Change</u>	<u>Effective Date</u>
Brewe, Sarah	Juanita HS	.6 C/.1 NC to .6 C/.2 NC	11/27/19
Davis-Pickett, Kathryn	Rose Hill MS	.8 P3 to .8P3 /.1NC	10/25/19
McEvers, Anna	Timberline MS	.5 P3 to .5 P3/.5 NC	01/06/20
Ruchi, Loomba	Special Services	.7 C to .7 C/.1 NC	01/27/20

CHANGE OF POSITION

<u>Name</u>	<u>Old Position</u>	<u>New Position</u>	<u>Effective Date</u>	<u>Reason</u>	<u>New Salary</u>
Anderson, Daniel	Special Ed Para Ed	Ready Start Teacher	08/26/19	Budgeted	\$24.14
Chock, Garrick	Special Ed Para Ed	Dean of Students	01/06/20	Budgeted	C-0
Cruz Rodriguez, Carlos	School Secretary	Admin Secretary II	08/01/19	Repl. K. McRae	\$23.52
McEnroe, Sarah	Admin Secretary III	Admin Assistant	09/16/19	Budgeted	\$68,805.00
Richey, Dianne	Head Custodian I	Head Custodian II	10/07/19	Repl. L. Bennett	\$25.34

INSTRUCTIONAL MATERIALS ADOPTION

February 10, 2020

SITUATION

RCW 28A.320.230 and the SPI Bulletin No. 191-67 establish that each school district shall maintain an Instructional Materials Committee to assist in recommending instructional materials to be used in the respective schools of the district and that the final approval of such material is the responsibility of the Board of Directors.

The following books have been recommended by the Instructional Materials Committee for district-wide adoption. The items recommended for adoption are:

Title: They Called Us Enemy
Author: George Takei
Publisher: Top Shelf
Copyright: 2019
No. of Copies: 30
Price: \$19.99 per book
School Requesting: Renaissance School of Art & Reasoning
Classification: Grade 8

Title: Beast Academy Math
Author: Batterson/Rogers
Publisher: Art of Problem Solving
Copyright: 2017
No. of Copies: Optional per teacher
Price: \$15.00 per book
School Requesting: Accelerated Programs
Classification: Grade 2

Title: A World Below
Author: Wesley King
Publisher: Simon & Schuster
Copyright: 2018
No. of Copies: 15
Price: \$6.59 per book
School Requesting: Redmond Middle School
Classification: Grade 6

Title: First Light
Author: Rebecca Stead
Publisher: Penguin/Random House
Copyright: 2007
No. of Copies: 15
Price: \$7.99 per book
School Requesting: Redmond Middle School
Classification: Grade 6

Title: The Great Hibernation
Author: Tara Dairman
Publisher: Penguin/Random House
Copyright: 2017
No. of Copies: 15
Price: \$11.71
School Requesting: Redmond Middle School
Classification: Grade 6

RECOMMENDATION

The district's Instructional Materials Committee has reviewed a series of instructional materials as to their instructional purpose, readability level, and treatment of minorities and gender. The above instructional materials satisfy the selection criteria as cited in the local administrative policy IIAA-R and it is recommended that the instructional materials be adopted for use in the Lake Washington schools.

INTERDISTRICT COOPERATIVE AGREEMENT,
EDMONDS SCHOOL DISTRICT,
SERVICES TO SPECIAL NEEDS CHILDREN, 2019-2024

February 10, 2020

SITUATION

School districts work cooperatively to provide educational programs for students with disabilities when it is not programmatically or cost effective to provide such programs as individual districts. This agreement is for a five-year period, beginning with the 2019-2020 school year and expiring at the end of the 2023-2024 school year.

The Lake Washington School District is planning to send one (1) student to Edmonds School District for the deaf and hard of hearing special education services. Lake Washington School District is unable to provide this specialized program for this student.

RECOMMENDATION

The Board of Directors authorizes the Superintendent to enter into an Interdistrict Cooperative Agreement with Edmonds School District to provide an educational program for special needs children for 2019-2024.

INTERLOCAL COOPERATION AGREEMENT FOR EDUCATIONAL
SERVICES TO SPECIAL NEEDS CHILDREN

This interlocal cooperation agreement (hereinafter referred to as "Agreement") is hereby entered into by and between Edmonds School District No. 15, Snohomish County, Washington, hereinafter referred to as the "serving district" and the following Washington State school district(s), each hereinafter referred to as the "resident district", and collectively as "Cooperative":

<u>Arlington</u>	School District No.	<u>016.</u>	<u>Snohomish</u>	County
<u>Bainbridge Island</u>	School District No.	<u>303.</u>	<u>Kitsap</u>	County
<u>Bellevue</u>	School District No.	<u>405.</u>	<u>King</u>	County
<u>Bellingham</u>	School District No.	<u>501.</u>	<u>Whatcom</u>	County
<u>Burlington-Edison</u>	School District No.	<u>100.</u>	<u>Skagit</u>	County
<u>Central Kitsap</u>	School District No.	<u>401.</u>	<u>Kitsap</u>	County
<u>Chimacum</u>	School District No.	<u>430.</u>	<u>Jefferson</u>	County
<u>Coupeville</u>	School District No.	<u>204.</u>	<u>Island</u>	County
<u>Everett</u>	School District No.	<u>002.</u>	<u>Snohomish</u>	County
<u>Granite Falls</u>	School District No.	<u>332.</u>	<u>Snohomish</u>	County
<u>Index</u>	School District No.	<u>063.</u>	<u>Snohomish</u>	County
<u>Issaquah</u>	School District No.	<u>411.</u>	<u>King</u>	County
<u>LaConner</u>	School District No.	<u>411.</u>	<u>Skagit</u>	County
<u>Lake Stevens</u>	School District No.	<u>004.</u>	<u>Snohomish</u>	County
<u>Lake Washington</u>	School District No.	<u>414.</u>	<u>King</u>	County
<u>Lakewood</u>	School District No.	<u>306.</u>	<u>Snohomish</u>	County
<u>Marysville</u>	School District No.	<u>025.</u>	<u>Snohomish</u>	County
<u>Mercer Island</u>	School District No.	<u>400.</u>	<u>King</u>	County
<u>Monroe</u>	School District No.	<u>103.</u>	<u>Snohomish</u>	County
<u>Mt. Vernon</u>	School District No.	<u>320.</u>	<u>Skagit</u>	County
<u>Mukilteo</u>	School District No.	<u>006.</u>	<u>Snohomish</u>	County
<u>North Kitsap</u>	School District No.	<u>400.</u>	<u>Kitsap</u>	County
<u>Northshore</u>	School District No.	<u>417.</u>	<u>King</u>	County
<u>Oak Harbor</u>	School District No.	<u>201.</u>	<u>Island</u>	County
<u>Port Townsend</u>	School District No.	<u>050.</u>	<u>Jefferson</u>	County
<u>Renton</u>	School District No.	<u>403.</u>	<u>King</u>	County
<u>Riverview</u>	School District No.	<u>407.</u>	<u>King</u>	County
<u>Seattle</u>	School District No.	<u>001.</u>	<u>King</u>	County
<u>Sedro Woolley</u>	School District No.	<u>101.</u>	<u>Skagit</u>	County
<u>Shoreline</u>	School District No.	<u>412.</u>	<u>King</u>	County
<u>Snohomish</u>	School District No.	<u>201.</u>	<u>Snohomish</u>	County
<u>Snoqualmie Valley</u>	School District No.	<u>410.</u>	<u>King</u>	County
<u>South Kitsap</u>	School District No.	<u>402.</u>	<u>Kitsap</u>	County
<u>South Whidbey</u>	School District No.	<u>206.</u>	<u>Island</u>	County

<u>Stanwood-Camano</u>	School District No. <u>401.</u>	<u>Island/Sno.</u> County
<u>Sultan</u>	School District No. <u>311.</u>	<u>Snohomish</u> County

WITNESSETH

WHEREAS, RCW 39.34, the Interlocal Cooperation Act, provides for interlocal cooperation between governmental agencies, and

WHEREAS, each school in the State of Washington is required by RCW 28A.155.010 to ensure that all handicapped children residing within its boundaries shall have the opportunity for an appropriate education at public expense, and

WHEREAS, each school district is authorized by RCW 28A.155.020 to participate in an Agreement to secure such appropriate educational opportunity for its resident handicapped children, and

WHEREAS, each resident district has within its boundaries resident handicapped children as described in Chapter 392-172A WAC, and

WHEREAS, each resident district has determined that certain such children can most appropriately be served through an Agreement pursuant to RCW 39.34, RCW 28A.155.090 and RCW 28A.225.250.

NOW THEREFORE, BE IT RESOLVED that the parties hereto agree as follows:

1. That an Agreement be continued with Edmonds School District No. 15 as the serving district. The general purpose of such Agreement shall be to provide special education programs and services to handicapped students of the parties to the Cooperative.
2. The administration of the Cooperative, including filing such documents and obtaining such approvals as are necessary to receive appropriate state funding, is vested in the serving district and the policies and procedures adopted by the serving district's Board of Directors.
3. This Agreement is for the regularly scheduled school program year, as scheduled by the school building in which each child attends classes, and may include extended school year services as determined by each child's Individual Education Program (IEP).
4. All program staff and facilities for the Cooperative shall be employed by and situated within the boundaries of the serving district.
5. The Cooperative, as of April 2019, serves 2,811 children: 2,774 from the serving district, and 37 from the following resident districts:

<u>2</u> from <u>Arlington</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Bainbridge Islalnd</u>	School District,	<u>Kitsap</u> County
<u>2</u> from <u>Bellevue</u>	School District,	<u>King</u> County
<u>0</u> from <u>Bellingham</u>	School District,	<u>Whatcom</u> County
<u>0</u> from <u>Burlington-Edison</u>	School District,	<u>Skagit</u> County
<u>0</u> from <u>Central Kitsap</u>	School District,	<u>Kitsap</u> County
<u>0</u> from <u>Chimacum</u>	School District	<u>Jefferson</u> County
<u>0</u> from <u>Coupeville</u>	School District,	<u>Island</u> County
<u>5</u> from <u>Everett</u>	School District,	<u>Snohomish</u> County
<u>1</u> from <u>Granite Falls</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Index</u>	School District,	<u>Snohomish</u> County
<u>1</u> from <u>Issaquah</u>	School District,	<u>King</u> County
<u>1</u> from <u>LaConner</u>	School District,	<u>Skagit</u> County
<u>1</u> from <u>Lake Stevens</u>	School District,	<u>Snohomish</u> County

<u>0</u> from <u>Lake Washington</u>	School District,	<u>King</u> County
<u>0</u> from <u>Lakewood</u>	School District,	<u>Snohomish</u> County
<u>3</u> from <u>Marysville</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Mercer Island</u>	School District,	<u>King</u> County
<u>1</u> from <u>Monroe</u>	School District,	<u>Snohomish</u> County
<u>0</u> from <u>Mt. Vernon</u>	School District,	<u>Skagit</u> County
<u>0</u> from <u>Mukilteo</u>	School District,	<u>Snohomish</u> County
<u>2</u> from <u>North Kitsap</u>	School District,	<u>Kitsap</u> County
<u>2</u> from <u>Northshore</u>	School District,	<u>King</u> County
<u>0</u> from <u>Oak Harbor</u>	School District,	<u>Island</u> County
<u>0</u> from <u>Port Townsend</u>	School District,	<u>Jefferson</u> County
<u>3</u> from <u>Renton</u>	School District,	<u>King</u> County
<u>0</u> from <u>Riverview</u>	School District,	<u>King</u> County
<u>3</u> from <u>Seattle</u>	School District,	<u>King</u> County
<u>0</u> from <u>Sedro Woolley</u>	School District,	<u>Skagit</u> County
<u>5</u> from <u>Shoreline</u>	School District,	<u>King</u> County
<u>5</u> from <u>Snohomish</u>	School District,	<u>Snohomish</u> County
<u>1</u> from <u>Snoqualmie Valley</u>	School District,	<u>King</u> County
<u>0</u> from <u>South Kitsap</u>	School District,	<u>Kitsap</u> County
<u>0</u> from <u>South Whidbey</u>	School District,	<u>Island</u> County
<u>0</u> from <u>Stanwood-Camano</u>	School District,	<u>Island/Sno.</u> County
<u>1</u> from <u>Sultan</u>	School District,	<u>Snohomish</u> County

Consistent with Section 5 of the 2018-19 state Enrollment Reporting Handbook, the serving district will report all eligible students served by the Cooperative on the appropriate state and federal count reports for the purpose of crediting the special education apportionment funds to the appropriate resident district. ("Eligible students" is inclusive of those students in the cooperative who are attending classes outside their resident school district boundaries.) The serving district will report on Form P-223 all students who are attending classes within its boundaries for the purpose of receiving basic education apportionment funds. The serving district shall be designated as the WA primary district in CEDARS reporting.

6. Each resident district retains responsibility for providing transportation services to and from each child's home and place of learning inside or outside the child's resident district. Each resident district agrees to pay its share of actual costs for any transportation provided by the serving district from one place of learning to another place of learning during the school day (e.g., field trips).
7. Each resident district agrees to reimburse the serving district for any excess cost of their students' programs.

The excess costs for serving students from participating districts will determine the student's service level fee. The service levels will be described on a Fee Schedule, which will be revised for each year of the Agreement.

Each resident district agrees to pay the full cost of any individualized support, materials, or equipment supplemental to the students' service level fee.

Billings are to be sent to participating districts as soon as is possible after the end of each month in order to be paid from current budget accounts which close August 31. District will be billed for the full amount of the monthly fee regardless of student's arrangement or attendance. Payment shall be considered timely if made by the district within thirty (30) days after the receipt of properly completed invoices.

In the event that a student could either enter or withdraw from the serving district program during the course of this Agreement, the monthly fee will not be prorated. The billing will be discontinued after the withdrawal month.

Each resident district is responsible to immediately notify the serving district of a student's resident district change to ensure the correct billing.

To determine excess costs, the serving district will calculate:

<u>Expenditures:</u>	Budget Expense – Special Education Program Costs with indirect costs applied not to exceed the district unrestricted indirect rate.
Less	
<u>Revenue:</u>	Basic Education Apportionment – for students not mainstreamed, ages 5-21.

8. Each party to this Agreement acknowledges that their entering into this Agreement may result in financial commitments by other parties to this Agreement, and therefore, agree they will not terminate this Agreement without the consent of the serving district and any other party to this Agreement that would suffer financially thereby.

In the event of such unilateral termination without consent, the terminating party agrees to indemnify and pay other parties that have not agreed thereto for any financial loss which results from such termination. Any party to this Agreement may request that the Superintendent of Public Instruction appoint an arbiter, if necessary, to resolve disputes related to premature termination and all parties agree to accept the findings of such arbitration.

9. All assets acquired by the serving district and placed in service for the Cooperative during this Agreement shall remain the property of the serving district. Any asset acquired by a resident district and used in the program, because a program component is situated within the resident district, will remain the property of the resident district unless the value of the asset is applied to the amount owed to the serving district, in which case the asset will become the property of the serving district.
10. Each party to this Agreement acknowledges that while this Agreement is for five school years, program development is continuous and long-range planning a requisite; that their entering into this Agreement may carry implications for succeeding school years. Therefore, each party agrees to announce their participation intentions for the succeeding school year no later than April 15. While such arrangement is not binding, such notification of intent is to be considered carefully and not thereafter modified except for good cause.
11. Each of the parties agrees that this Agreement is necessary and desirable for the following reasons:
 - a. The effect on program operations is to provide educational programs not otherwise available.
 - b. The effect on costs and funding is to avoid unnecessary duplication of specialized or unusually expensive program or facilities.
12. Each party to this Agreement acknowledges that Chapter 28A.155 RCW and Chapter 392-172A WAC impose responsibilities on each resident district and that those responsibilities are not extinguished by delegation, in part or in total, under this Agreement. Hence, the serving district agrees that each resident district will be provided sufficient data to enable the resident district to evaluate the extent to which its responsibilities retained by the individual parties to this Agreement shall include but not be limited to the responsibility to assure that their particular students are receiving an appropriate education and to conduct student/parent appeals, all as required by Chapter 28A.155 RCW and Chapter 392-172A WAC.
13. Each party to this Agreement certifies that to the best of their knowledge/belief that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal governmental agency or department.

This Agreement is for a five-year period, from September 1, 2019 through August 31, 2024 and will be approved by each respective board of directors as a prerequisite for membership in the Cooperative. Signed copies of

each respective school district board minutes or resolution approving the Agreement are available for inspection at each respective school district administration office.

IN WITNESS WHEREOF, this Agreement is executed pursuant to resolution by district Board of Directors as of the date set forth below.

EDMONDS SCHOOL DISTRICT NO. 15

7/2/19
(Date)

By: 
Dana Geaslen / Executive Director of Student Services

_____ School District

(Date)

By: _____

(Name)

(Title)

6/27/2019

2019-2020

INTERDISTRICT COOPERATIVE AGREEMENT FOR EDUCATION SERVICES
FOR STUDENTS WITH DISABILITIES
WITH EDMONDS SCHOOL DISTRICT NO. 15
AS SERVING DISTRICT

FEE SCHEDULE

ESTIMATED TUITION RATES FOR 2019-20

SERVICE LEVEL	TYPICAL PROGRAM EXAMPLES OF EDUCATIONAL SERVICES FOR	COST MONTHLY RATE	ANNUAL RATE (X10)
LEVEL 1	DEAF / HARD OF HEARING PART TIME	\$3,800	\$38,000
LEVEL 2	DEAF / HARD OF HEARING FULL TIME	\$5,000	\$50,000
LEVEL 3	DEAF / MULTIPLE SERVICES	\$5,500	\$55,000
LEVEL 4	VISUALLY HANDICAPPED LEVEL PROVIDED	\$6,000	\$60,000

NOTE:

* STARTING 19-20 SCHOOL YEAR, WE WILL BILL A FLAT-RATE PER MONTH FOR 10 MONTHS PER YEAR.

*COSTS FOR 1:1 SUPPORT, MATERIALS, AND EQUIPMENT WILL BE ADDED TO THE ABOVE CHARGES.
RATES ARE ESTIMATED, AND MAY BE REVISED BASED ON ACTUAL DATA IF REQUIRED.

PLEASE ADDRESS PURCHASE ORDERS FOR SERVICES TO:

EDMONDS SCHOOL DISTRICT
ATTN: Fiscal Analyst-Student
Services
20420 68TH AVE W
LYNNWOOD, WA 98036

2019-20 BOARD MEETING SCHEDULE

January 13, 2020

SITUATION

The board meeting schedule for 2019-20 school year was submitted for board approval at the June 10, 2019 board meeting. An additional study session, 5:00 p.m., and board meeting, 7:00 p.m., is being recommended to be scheduled for February 24, 2020.

A revised copy of the 2019-20 board meeting schedule is attached.

RECOMMENDATION

The Board of Directors approves the revised 2019-20 board meeting schedule as presented.

Lake Washington School District 2019-20 Board Meeting Dates

June 6, 2019 and February 10, 2020 *

September 9 -	Study Session – 5:00 p.m., Sammamish Board Meeting – 7:00 p.m., Board Room
September 23 -	Study Session – 5:00 p.m., Sammamish Board Meeting – 7:00 p.m., Board Room
October 7 -	Study Session – 5:00 p.m., Sammamish Board Meeting – 7:00 p.m., Board Room
October 21 -	Study Session – 5:00 p.m., Sammamish Board Meeting – 7:00 p.m., Board Room
November 4 -	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
November 18 -	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
December 9 -	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
January 13 -	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
January 25-	Study Session – 8:30 a.m., Hughes {Note: Saturday}
February 10 -	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
February 24*	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
March 9 -	Study Session– 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
March 20-22	Study Session, Sleeping Lady, Leavenworth (NOTE: Friday, Saturday, and Sunday)
March 30 -	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room

April 20 -	Study Session – 5:00 p.m., Hughes Board Meeting - 7:00 p.m., Board Room
May 4	Study Session – 5:00 p.m., Hughes Board Meeting - 7:00 p.m., Board Room
May 18 -	Study Session – 5:00 p.m., Hughes Board Meeting - 7:00 p.m., Board Room
June 1 -	Study Session – 5:00 p.m., Hughes Board Meeting - 7:00 p.m., Board Room
June 22 -	Study Session – 5:00 p.m., Hughes Board Meeting – 7:00 p.m., Board Room
August 10 -	Study Session – 5:00 p.m., Hughes Board Meeting - 7:00 p.m., Board Room
August 24 -	Study Session – 5:00 p.m., Hughes Board Meeting - 7:00 p.m., Board Room

LAKE WASHINGTON EDUCATIONAL SUPPORT PROFESSIONALS
COLLECTIVE BARGAINING AGREEMENT, 2019-2022

February 10, 2020

SITUATION

The current Lake Washington Educational Support Professionals ("LWESP") Collective Bargaining Agreement ran from September 2016 through August 2019. Bargaining for a successor agreement has been occurring since May. The district and the LWESP recently reached a tentative agreement on a successor Collective Bargaining Agreement.

The LWESP represents all secretarial, accounting/payroll, and other administrative support positions within the Lake Washington School District.

The settlement is within the parameters discussed with the board. The following issues were addressed in this bargain:

Duration: September 1, 2019 – August 31, 2022 (three-year agreement)

Wages:

2019-20: Wages will increase an average of 15.5%, distributed on a restructured salary schedule. This includes the state determined inflationary adjustment, which is 2.0%. These increases were based on comparable salaries from neighboring school districts and allows Lake Washington School District to maintain our ability to attract and retain high quality staff.

2020-2021: The LWESP salary schedule will be increased by 2.0% or the state determined inflationary adjustment, whichever is higher.

2021-2022: The LWESP salary schedules will be increased by 2.0% or the state determined inflationary adjustment, whichever is higher.

Other Items:

Leaves: Provides consistent leave provision with other groups.

Professional Learning: Increases the previously established professional development fund of \$250 training fund per employee for employees assigned four hours or more a day for courses not offered by the district, to now \$500 per employee within the same hour threshold. Also, adjustments to the current mentoring program to assist new employees with questions and assistance from an experience office professional.

Legal Compliance: Adjusted new employee orientation and members' dues collection language to comply with new laws.

Insurance: Updated insurance language to ensure compliance with the new School Employee Benefit Board (SEBB), which is responsible for providing administration of health benefits for our employees beginning January 1, 2020.

Attached is a copy of all language/provisions for which the parties have reached a tentative agreement.

The tentative agreement identified above was accepted and ratified with a 93% majority vote by the members of LWESP on January 27, 2020.

RECOMMENDATION

The Board of Directors approves the Lake Washington Educational Support Professionals 2019 - 2022 Collective Bargaining agreement.

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Agreement by and between

**Lake Washington School
District #414**

**Lake Washington Educational
Support Professionals**

20196-202219

Effective September 1, 20196 through August 31, 202219

Lake Washington School District

Contents

RECITALS	3
DEFINITIONS	3
ARTICLE 1 - Recognition	3
ARTICLE 2 - Management Rights	4
ARTICLE 3 - Employee Rights	5
Section 3.2.1 – Citizenship Rights	5
Section 3.4 – Personnel Files	5
Section 3.4.2 – Employee Files	5
Section 3.4.3 – Employee Discipline	6
Section 3.5 – Complaints	6
Section 3.6 – Safety	6
Section 3.7 – Job Responsibilities	6
Section 3.8 – Medical Issues	6
Section 3.9 – Building Budget Meeting	6
Section 3.10 – Personal Property	7
ARTICLE 4 – Association Rights	7
ARTICLE 5 - No-Strike and No Lock-Out Agreement	7
ARTICLE 6 – Salary	8
Section 6.2 – Salary Schedule Level Movement	8
Section 6.5 – Reclassification Committee	9
Section 6.8 – Automatic Payroll Deposit	10
Section 6.9 – Over/Underpayment	10
ARTICLE 7 – Work Year	11
Section 7.4 – Peak Work Load	11
Section 7.5 – Required In-Service/Staff Development Activities	11
Section 7.6 – Professional Learning Days	11
Section 7.6.1 – Training Professional Development Fund	12
Section 7.6.2 – Mentor/Training Program	12
Section 7.7 – Level Meetings	12
ARTICLE 8 - Work Day	12
Section 8.6 – Overtime	13
Section 8.7 – Flex Day	13
Section 8.8 – Adjusted Calendar Day(s)	13
Section 8.9 – Inclement Weather	13
Section 8.10 – Afternoon Before Thanksgiving	14
ARTICLE 9 – Probation Period	14
ARTICLE 10 - Leaves	14
Section 10.1 – Vacation Leave	14
Section 10.2 – Sick Leave for Illness, Injury & Emergency	15
Section 10.2.6 – Emergency Leave	15
Section 10.2.7 – Attendance Incentive Program	16
Section 10.3 – Jury Duty Leave	16
Section 10.3 – Subpoena Leave	16
Section 10.5 – Bereavement Leave	16
Section 10.6 – Discretionary Leave	16
Section 10.7 – Religious Leave	17
Section 10.8 – Shared Leave	17
Section 10.9 – Temporary Disability Leave	17
Section 10.10 – L & I Benefits	18

Section 10.11 – Light or Reduced Duty	18
Section 10.12 – Compliance with ADA and FMLA.....	18
Section 10.13 – Leave of Absence	19
Section 10.14 – Child Care Leave	20
Section 10.15 – Job Share	20
Section 10.16 – Holidays of Faith and Conscience	21
ARTICLE 11 - District-Association Communications	21
Section 11.2 – Labor/Management Meetings	21
Section 11.3 – Maintenance of Standards.....	21
ARTICLE 12 - Holidays.....	21
ARTICLE 13 - Insurance	22
Section 13.3 – Pool.....	23
Section 13.4 – Liability	23
Section 13.5 – Benefits Advisory Committee.....	23
ARTICLE 14 - Discipline.....	23
Section 14.2 – Right to Representation	23
ARTICLE 15 - Ergonomics	23
ARTICLE 16 – Assignment, Vacancies and Transfer.....	23
ARTICLE 17 - Seniority.....	25
ARTICLE 18 – Layoff, Recall and Separation.....	25
Section 18.1 – Layoff Definition	25
Section 18.2 – Layoff Notification	25
Section 18.3 – Layoff Procedures.....	25
Section 18.4 – Recall Procedures	26
Section 18.5 – Separation Procedures	26
ARTICLE 19 – Grievance Procedure	27
Section 19.1 – Grievance Definition	27
Section 19.2 – Grievance Steps	27
Section 19.3 – Grievance Requirements.....	28
ARTICLE 20 - Dues Deductions and Representation Fees	28
ARTICLE 21 - Mileage	29
ARTICLE 22 - Waiver and Complete Agreement	29
ARTICLE 23 - Duration	29
ARTICLE 24 - Employee Evaluation	30
<u>ARTICLE 25 – Employees in Assignments Split between Bargaining Units</u>	<u>30</u>
ARTICLE 26 - Status of Agreement	29
ARTICLE 27 - Conformity to Law.....	30
APPENDIX A1 - 2016-17 Salary Schedule	32
APPENDIX A2 - 2017-18 Salary Schedule.....	33
APPENDIX A3 - 2018-19 Salary Schedule.....	34
APPENDIX B - Evaluation Form	35
APPENDIX C - Mentor Program Information Sheet and Log	40
APPENDIX D - Review of Job Descriptions LOU.....	42
APPENDIX D - Student Discipline Work.....	42
APPENDIX E - Reclassification Review Request Form and Guide	43
APPENDIX F - Epi Pens and Nasal Spray LOU	50
APPENDIX G - Retroactivity LOA	51
APPENDIX H - 181 Day LOU.....	52
<u>APPENDIX H - Insurance and School Employees Benefits Board (SEBB) Program</u>	<u>51</u>
<u>APPENDIX I - Medical Insurance Pool Money Redistribution</u>	<u>51</u>
<u>APPENDIX J - Service, Safety and Staffing MOU</u>	<u>51</u>

RECITALS

- A. Pursuant to the Public Employees' Collective Bargaining Act of 1967, RCW 41.56, this constitutes an Agreement between the Lake Washington School District No. 414 (Employer), and the Lake Washington Educational Support Professionals/ESP/ WEA/NEA (Association).
- B. The parties agree that it has been and will continue to be in their mutual interest and purpose to promote systematic and effective employee-management cooperation; and to confer and negotiate in good faith with respect to grievance procedures and collective negotiations on personnel matters, including wages, hours and working conditions.

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 Educational Support Professionals.

Contract Year – Unless stated otherwise in this Agreement, "contract year" refers to September 1 through August 31.

Immediate Family - The immediate family of the employee ~~will be a spouse; parent; brother; sister; child; grandparent; or grandchild by blood, marriage, or legal adoption.~~ includes the employee's spouse or domestic partner; and parent, grandparent, sister, brother, child, and grandchild by blood, marriage, or legal adoption.

Household - Anyone ~~permanently~~ residing in the employee's residence and considered a part of the family. The term does not include persons temporarily sharing the same residence.

Labor/Management - A work team comprised of representatives from the Association and the District.

ARTICLE 1 - RECOGNITION

Section 1.1

The Employer recognizes the Lake Washington Educational Support Professionals/~~ESP/WEA/NEA~~ ("LWESP"), an affiliate of the Washington Education Association and the National Education Association, as the exclusive representative for all regular full-time and part-time employees including those on approved leave of absence in ~~secretarial office support~~, accounting/payroll, and other administrative support positions within the Lake Washington School District, except for the following positions:

- No more than fourteen (14) administrative assistants;
- Casual employees (less than thirty (30) days of employment within a twelve (12) month period);
- Student workers.

In addition to the foregoing, the District recognizes the Lake Washington Educational Support Professionals/~~ESP/WEA/NEA~~ ("LWESP"), an affiliate of the Washington Education Association and the National Education Association, as the exclusive representative for substitutes, defined as all individuals employed by the District to perform bargaining unit work for more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for such employment as a substitute.

Section 1.2

Any additional positions under consideration for exclusion, other than those listed above, would be subject to collective bargaining.

Section 1.3

The Employer agrees to not use student workers or substitutes to displace bargaining unit employees.

Section 1.4 Substitutes

Substitutes as defined in Section 1.1 herein shall be covered by all provisions of this Agreement except for the following:

Section 6.5 Reclassification Committee

Section 6.6

Section 7.1 Work Year, Sections 7.2, 7.3

Section 7.7 Professional Learning Days

Section 7.7.1 Professional Development Training Fund and 7.7.2 Mentor/Training Program

Section 8.7 Flex Day

Sections 8.8, 8.8.1 and 8.8.2 Adjusted Calendar Days

Article 9 Probation

Sections 10.1 through 10.1.5 Vacation

Section 10.2 Sick Leave for Illness, Injury and Emergency

Sections 10.2.1, 10.2.2, 10.2.3, 10.2.4, 10.2.5, 10.2.6

Section 10.2.7 Attendance Incentive Program

Sections 10.3 Jury Duty Leave and 10.4 Subpoena Leave

Section 10.5 Bereavement Leave

Sections 10.6 through 10.8 Discretionary Leave, Religious Leave and Shared Leave

Sections 10.9 through 10.9.6 Temporary Disability Leave

Sections 10.13 through 10.15 Leave of Absence, Child Care Leave and Job Share

Article 12 Holidays

~~Sections 13.1 through 13.3 Insurance~~

Section 14.1

Article 15 Ergonomics

Article 16 Assignment, Vacancies and Transfer

Article 17 Seniority

Article 18 Layoff, Recall and Separation

Article 26 Employee Evaluation

Substitutes are covered by Article 19, Grievance Procedure, but not for the purpose of challenging the District's decision to terminate or limit employment of the substitute.

The Employer will comply with state law for insurance coverage through the School Employees Benefits Board (SEBB) for substitute employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.1

Neither this Agreement nor the act of meeting and negotiating shall be construed to be a delegation to others of the policy-making authority of the Board, which authority the Board specifically reserves unto itself. The management of the District and the direction of the work force are vested exclusively in the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Employer in accordance with such policy or procedure as the Employer from time to time may determine. Management officials retain the right and obligation to determine the method, number and kinds of personnel by which operations undertaken by employees in the unit are to be conducted, including the right to subcontract work and to designate the work to be performed by the Employer or others and the places and the manner in which it is to be performed, which right shall be subject to the grievance procedure. However, prior to implementation of changes not normally subcontracted, the District shall discuss the contemplated changes with the Association. Management officials retain the right and obligation, according to Employer Board Policy, to do the following as enumerated below:

- A. Direct employees covered by this Agreement.
- B. Hire, promote, demote, assign, and retain employees of the units and to suspend, discipline, or discharge employees for just cause.

- C. Determine the method, number and classifications of personnel by which operations undertaken by employees in the units are to be conducted.
- D. Discuss with the Association effecting changes in personnel practices that are of concern to employees within the units.

Section 2.2

Management prerogatives shall not be deemed to necessarily exclude other management rights not herein specifically enumerated.

ARTICLE 3 - EMPLOYEE RIGHTS

Section 3.1

It is agreed that the employees subject to this Agreement shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join, or not to join, the Association at their discretion.

Section 3.2

The District prohibits unlawful discrimination against any employee or applicant for employment by reason of race; color; creed; religion; sex; age; national origin; ethnicity; marital status; sexual orientation, including gender expression or identity; honorably discharged veteran or military status; the presence of any sensory, mental, or physical disability; or the use of a trained guide dog or service animal by a person with a disability, or because of their membership or non-membership in the Association, or due to the ~~employers~~ employee's filing of any grievance, complaint or proceeding under this Agreement.

Section 3.2.1 Citizenship Rights

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 3.3

The Association agrees and supports the concept of Affirmative Action. Therefore, the parties mutually agree to use their best efforts to insure that this Agreement will not be in conflict with, or inconsistent with, the District's Affirmative Action Program. If issues arise that are inconsistent between the Agreement and the Program, such issues shall be resolved consistent with RCW 49.60 and WAC 162.18.

Section 3.4 Personnel Files

Section 3.4.1

The District shall maintain a personnel file for each employee which shall be kept in the district's Human Resources office. The administrator in charge of the Human Resources office shall determine the contents of such files. Supervisors may maintain an information, or "building," file containing material related to the employees under ~~his/her~~ the supervisor's immediate supervision. All materials contained in the personnel and building files related to misconduct or performance shall be dated and signed. The employee shall have the opportunity to review and sign any derogatory material prior to its placement in the personnel and/or building file. The signature of the employee does not imply that he/she agrees with the contents of the document. If the employee declines to sign, it will be documented with a signed and dated notation on the document that the information was provided to the individual but he or she declined to sign. The employee, upon appointment, shall have the right to inspect all contents of ~~his/her~~ the employee's complete personnel and building file. Upon request, a copy of the file or any individual document will be afforded the employee. The employee may attach a written statement to any document contained in ~~his/her~~ the employee's personnel or building file. Grievance, investigation, and medical files, if any, shall be kept apart from an employee's personnel and building files.

Section 3.4.2 Employee Files

Each employee's personnel and building file will be kept confidential. Each employee's grievance, investigation, and medical file, if such exist, will be kept confidential. Only the individual employee, the employee's authorized representative, district legal counsel, and district employees who have a need to review the file as part of their job function may have access to the grievance, medical, personnel or building files.

Section 3.4.3 Employee Discipline

All information forming the basis for any ~~formal~~ disciplinary action may only be considered for two consecutive school years unless such information is related to a pattern of misconduct. Upon written request of the employee such materials contained in the building and personnel files shall be destroyed after two years, along with the written request, unless such materials are required by law to be maintained.

Section 3.5 Complaints

Any complaint made against an employee ~~or person for whom the employee is administratively responsible~~, by a parent, student or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

Section 3.6 Safety

Section 3.6.1

For safety purposes employees will not be required to remain alone in an unlocked building.

Section 3.6.2

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 on a need-to-know basis as soon as the information is known.

Section 3.6.3

A secure place that locks in close proximity to the employee's workstation shall be provided for the storage of personal items. Every employee shall have adequate heat, light, water, and air to perform her/his duties effectively. The supervisor will work with the employee to resolve any concerns in conjunction with Support Services. Employees may be temporarily relocated to another worksite to provide appropriate work conditions.

Section 3.6.4

By September 15 of each school year, the supervisor or building administrator will brief and train employees on roles and responsibilities, including building emergency/crisis plans. ~~For schools, this will include a, and~~ review of existing protocols and plans for health room coverage when the school nurse and/or Health Room Office Professional ~~secretary~~ is not in the school. By October 1, in the same or in a separate meeting, the school nurse and the Health Room Office Professional ~~secretary~~, along with the office manager, School Office professional ~~secretary~~, and other office personnel who may be called upon to perform health room duties, will meet to review known student health care plans.

Section 3.7 Job Responsibilities

At the beginning of the school year, the supervisor or principal will provide all employees with a copy of the District's job description for their respective positions. At any time, employees shall have the opportunity to meet with their administrator or designee to clarify their job responsibilities.

Section 3.8 Medical Issues

Section 3.8.1

Employees shall refer any medical issues that fall outside of procedures contained in the Office Professional ~~Secretary~~ Reference Manual by Health Services to the nurse for resolution. The Manual will be updated annually. Revisions and updates will be discussed with the Association in advance. The Manual will be distributed by the District to all schools on an annual basis, with revisions or changes, if any, brought to the attention of employees. If no changes or revisions are made, employees will be so informed.

Section 3.8.2

Office professionals, excluding Health Room Office Professionals ~~secretaries~~, will not be required to administer medication to students if no other District employee is present.

Section 3.9 Department / Building Budget Meeting

Administrators responsible for the department or building budget ~~Principals~~ will distribute copies of the ~~building~~ budget, including carryover, using a standard format, and will hold a meeting to discuss the budget with interested staff by November 15th.

Section 3.10 Personal Property

The District or its insurer will reimburse the employee for loss or damage exceeding twenty-five (\$25.00) but not more than ~~one thousand~~ two thousand five hundred dollars (~~\$1,000.00~~ \$2,500.00) to personal property caused while such employee is engaged in the maintenance of order or protection of school personnel, school property, or students. 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.

ARTICLE 4 - ASSOCIATION RIGHTS

Section 4.1

The Association shall be furnished on request all regularly and routinely prepared public information concerning the financial condition of the District including annual financial statement and adopted budget.

In addition, the Employer will grant reasonable requests for any other information which may be relevant to grievances and negotiations.

Section 4.2

The Association may request the use of District facilities and equipment at reasonable times when such facilities and equipment are not in use. The Association agrees to follow prescribed District procedures for such use and to reimburse the District for any materials and supplies used.

Section 4.3

Collaborative processes will be used through representation on committees (for example, labor management work team, reclassification committee, benefit advisory committee, and others) to further positive relationships between labor and management by addressing concerns/issues in a timely manner.

Section 4.4

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

Section 4.5

The Association will have the use of a bulletin board in each work site for posting the Association notices. A copy of any posted notice will be supplied to the principal or supervisor.

Section 4.6

The District will grant up to thirty (30) days per year to employees for the purpose of Association business. Requests providing three (3) working day's advance notice, if possible, will be approved by the Superintendent or designee. The Association will reimburse the District the cost of a substitute salary for each release day if a substitute is used.

Section 4.7

The duties and/or responsibilities normally assigned to LWESP employees shall not be transferred to any agency or individual so as to reduce or replace members of the LWESP bargaining unit.

Section 4.8

The Association will be provided the opportunity to meet with new employees for a minimum of thirty (30) minutes during the District's new employee orientation, or during the new employee's regular work hours, at the employee's regular worksite or at a location mutually agreed upon by the District and the Association. No employee may be mandated to attend the meetings or presentations. Association access to the new employee shall occur within ninety days of the employee's start date within the bargaining unit.

Section 4.9

At least ten (10) workdays before each New Employee Orientation, the District shall provide the Association President, and WEA UniServ Council or designee, with a list of the names of newly hired employees and their contact information including the name, hire date, assignment, work site, number of work hours per day, number of days per year, salary schedule placement, mailing address, work and personal phone number (if available), and work and personal email address (if available) of each new hire.

Each month, the District shall provide the WEA UniServ Council or designee with updated information for all bargaining unit members regardless of union membership status including any new assignments with the employee's new hours, days, and worksite; and any resignations, retirements and approved leaves of absence with effective date for same.

ARTICLE 5 - NO-STRIKE AND NO LOCK-OUT AGREEMENT

Section 5.1

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. If the members of the Association do not resume work as required by this Agreement immediately upon being so instructed, they shall be subject to discipline, including discharge.

Section 5.2

If the Employer agrees that there would be immediate and real danger to the physical safety of employees by their crossing any picket line established by other labor organizations, a written agreement shall be reached between the Association and the District regarding the situation.

ARTICLE 6 - SALARY

Section 6.1

Employees shall be paid in accordance with the salary schedules contained in Appendix A of this Agreement. Any additional state-determined inflationary adjustment ~~flow through moneys~~ will be ~~passed on to the bargaining unit~~ applied to the schedule. By September 1 of each year, the employer will email notification to employees that the salary schedule has been updated and posted on the District's website, and will include in the email a hyperlink to the updated salary schedule. If information from the state is delayed, impacting the District's ability to meet the September 1 deadline, the District will notify the LWESP president in advance, and the parties will set a mutually agreed upon deadline to replace the September 1 deadline for that school year.

Section 6.1.1

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

Section 6.1.2

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 WEA-PAC, NEA-FCPE, 403(b) plans and other District approved plans or programs.

In accordance with RCW 28A.400.250, the District shall make programs available to employees for optional, employee-purchase of tax-sheltered annuities, including Roth 403(b) plans. The District will make Roth 403(b) plan options available for employee purchase by May 1, 2020. Such programs are subject to properly-executed salary deduction agreements and any minimum employee participation requirements.

Section 6.2 Salary Schedule Level Movement

Effective September 1, ~~2016~~ 2019, the District shall ~~increase the 2015-2016 salary schedule by seven percent (7.0%), as implement the salary schedule~~ contained in Appendix A4.

Effective September 1, ~~2017~~ 2020, the District shall increase the ~~2016-2017-2019-2020 salary schedule contained in Appendix A~~ by two percent (2.0%), ~~or by the state-determined inflationary adjustment for the 2020-21 school year, whichever is higher-as contained in Appendix A2.~~

Effective September 1, ~~2018~~ 2021, the District shall increase the ~~2017-2018 2020-2021 salary schedule~~ by two percent (2.0%), ~~or by the state-determined inflationary adjustment for the 2021-2022 school year, whichever is higher-as contained in Appendix A3.~~

~~Should the state flow through moneys be less than a 1.5% increase in each of year two and year three, the parties will reopen negotiations on compensation. Said negotiations shall commence within thirty (30) calendar days of the adjournment of the legislative session.~~

Employees shall be placed and moved on the salary schedules based on their years of experience, according to the following increment schedule: 1-2 years, 3-4 years, 5-6 years, 7-8 years, 9-10 years, 11-14 years, 15-17 years, 18-20 years, and 21 and more years ~~0-5 years, 6-10 years, 11 plus years.~~ Each employee in the LWESP bargaining unit shall receive experience increments ~~as she or he completes the requisite number of years of employment~~ as calculated from ~~her/his~~ the employee's first work day in the bargaining unit.

~~In addition to the compensation reflected on the salary schedule an employee will receive an additional twenty five (25) cents per hour upon completing fifteen (15) years of bargaining unit service and an additional twenty five (25) cents per hour, for a total of fifty (50) cents an hour, upon completing twenty (20) years of bargaining unit service.~~

Section 6.3

After serving thirty (30) consecutive work days in the same position in the same building or department (for example, subbing for the Office Manager at a specific elementary school, for the Attendance Professional Secretary at a specific high school, or for an Administrative Specialist Secretary III in the Professional Learning department) within any twelve (12) month period, the substitute will be paid the entry level wage rate for the assigned position, or the substitute rate, whichever is higher, as of the 31st consecutive day.

An employee who retires or separates service with at least three (3) years of service in the bargaining unit and is rehired as an educational support professional substitute within three (3) years of retirement or separation shall be paid at the entry level rate for salary range three (3), or the substitute rate, whichever is higher.

Section 6.4

An employee who is assigned to do the work of someone of a higher classification for more than five (5) days shall be paid at the rate of the higher classification retroactive to the first day.

Section 6.5 Reclassification Committee

Section 6.5.1

When an employee's job requirements have changed within the last two (2) years to such a degree that their current responsibilities are no longer commensurate with their job classification, a review is available through the Reclassification Committee. Exception to this two-year provision is set forth in Section 6.5.2, below. Experience and additional education not required by the District, an increase in the volume of work assigned, ~~and~~ additional duties assumed by the employee without the knowledge or approval of the employee's immediate supervisor, and personal ability shall not serve as reasons for position reclassification. Reclassification requests may be initiated by an employee, a group of employees, or the Association. Reclassification requests may only be submitted when the employee has been in the current position for one year or more. ~~In cases involving a reclassification request by a group of employees, the employee with the least seniority shall have been in the position at least one year.~~ The Reclassification Committee shall be comprised of the following individuals:

- Human Resources administrator;
- Two (2) District administrative appointees;
- LWESP President or designee; and
- Two (2) LWESP appointees.

Section 6.5.2

All reclassification requests shall be submitted to the Human Resources office on the approved District form (Guide to Completing the Reclassification Review Request and the Reclassification Review Request form are at Appendix E) no earlier than November 1st and no later than February 1st. The employee must first submit the reclassification form to ~~his/her~~ the employee's assigned supervisor no later than January 16. The Supervisor must review and complete the reclassification form and submit the completed form to the LWESP President or designee, Human Resources office and the employee within 15 calendar days, but no later than February 1. Failure by supervisor to meet this deadline will not invalidate employee's reclassification application request. The Committee may decide to make an exception to the two-year eligibility criteria, and timelines in Section 6.5 in unusual and compelling circumstances. Reclassification requests will include a statement(s) supporting the ~~need~~ reasons for reclassification of the position(s). Requests shall also describe the

duties of the position(s) and provide information as to how the Knowledge, Skills and Abilities applicable to the position(s) have changed, including but not limited to:

- Knowledge & Technical Skills
 - Knowledge and Technical Skills applicable to the position
- Problem Solving
 - The synthesizing of numerous variables in order to define viable solutions
 - Creativity in defining a course of action with varying amounts of supervision and assistance
- Complexity
 - The degree to which a position contains numerous tasks requiring time management skills and the ability to establish and balance priorities
 - The ability to draw upon a background of training and experience required for the position, in order to develop solutions to complex problems
 - The degree to which a position requires the direction of the work of others and corresponding responsibility for its accomplishment
- Impact on the Organization
 - The degree of impact on the organization, students and/or employees of actions taken and not taken
 - The degree of impact on the organization by public perceptions influenced by actions taken or not taken by the position
 - The degree of risk to the organization for decisions taken or not taken by the position

The reclassification packet should be no longer than ten (10) pages. Upon receipt of a reclassification request by the Human Resources office, the employee's immediate supervisor and the LWESP President shall be notified. Employees will be notified of the Reclassification Committee's decision by March 30th. ~~Reclassification requests shall be limited to no more than fifteen (15) per year on a first come, first served basis.~~

Section 6.5.3

The Human Resources representative will ~~be responsible for convening~~ convene one or more meetings of the reclassification committee ~~to review reclassification requests.~~ The first meeting of the committee will occur no later than March 1 ~~to review reclassification requests.~~ The Committee will jointly:

- a. Review all pending reclassification requests;
- b. Review the current job descriptions for positions under review;
- c. Compare the position duties/responsibilities to the criteria in the parties' job classification system;
- d. Consider the impact within the bargaining unit and compare each of the positions under review with other LWESP positions; and
- e. Interview the requesting employee, or group of employees, as applicable, and the immediate supervisor or group of immediate supervisors, as applicable.

Section 6.5.4

A ~~two-thirds (2/3)~~ majority vote of the Reclassification Committee is required in order to implement a reclassification change. ~~In the case of a vote less than two-thirds (2/3) of the Reclassification Committee, the final decision will be made by the Human Resources Director.~~ The decision of the Committee, ~~or Human Resources Director, as applicable,~~ is final and not subject to the grievance procedure. Human Resources will notify the requesting employee(s) of the Committee's decision no later than March 30th. Reclassifications that are agreed to and result in a higher level of compensation shall be retroactive to September 1 of the contract year and reflected in the next pay period. Reclassifications granted to any position that is four (4) hours or more per day will be paid at the employee's same experience step at the new salary level. ~~Retroactive compensation payment shall be made only as permitted by State law.~~ An employee whose reclassification is denied will be provided written feedback and the reasons why the request was denied. The employee may, at the employee's option, request a meeting with Human Resources and the LWESP President or designee, in lieu of written feedback.

Section 6.6

The District recognizes the Professional Standards Certificate as issued by the National Association of Education Office Professionals (NAEOP) Professional Standards Program (PSP), and higher education degrees, with the following provisions beyond the salary schedule:

Basic Standards Certificate	\$40.00 per month
Associate Professional Certificate	\$50.00 per month
Associate of Arts Degree	\$50.00 per month

Advanced I Certificate	\$60.00 per month
Advanced II Certificate	\$70.00 per month
Certified Professional Secretary	\$70.00 per month
Advanced III Certificate	\$80.00 per month
Bachelor's Degree	\$80.00 per month
Master's Degree	\$90.00 per month

Salary recognition will apply to the highest certificate or degree held by the employee. New employees shall receive a new hire letter explaining this contract provision. Once the District receives documentation of an above certificate or degree, The filing date for recognition for payment of the PSP stipend listed above shall be the last work day of the month, in order to receive compensation in the following pay period.

If a current District employee transfers into the bargaining unit, the employee shall receive a transfer letter explaining this contract provision. Human Resources shall review the transferring employee's personnel file for any documentation that would qualify for this PSP stipend. If documentation is found, Human Resources shall notify the employee that they will be compensated in accordance with this provision. Payment shall be made on the employee's first pay warrant in the new position, effective with the employee's start date in the bargaining unit. Salary recognition shall be prorated based on the employee's FTE. The District shall not require recertification with NAEOP in order to continue to pay the PSP stipend to eligible LWESP employees.

Section 6.7

Employees shall receive a pay differential for regularly scheduled hours worked before 6:00 a.m. and after 6:00 p.m. of 15 cents per hour.

Section 6.8 Automatic Payroll Deposit

All employees ~~hired after ratification of this Agreement~~ shall, as a condition of employment, participate in the district's automatic payroll deposit program. The employee shall state, on a form provided by the District, the financial institution to which its earnings are to be deposited. ~~Current employees will be expected to enroll unless they can provide a valid reason to not participate.~~

Section 6.9 Over/Underpayment

It is the intent of the District to properly compensate employees. In cases of compensation error, the District will notify the employee prior to making ~~make~~ the appropriate corrections. 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 correction shall be one (1) year from the date of discovery. An underpayment shall be corrected on the next regular pay warrant. If an overpayment of \$40 or less is made, it shall be corrected on the next regular pay warrant.

When an overpayment of more than \$40 is made, each pay warrant due to the employee through the remainder of the contract year shall be reduced by an equal amount such that the sum of deductions shall equal the overpayment. If an employee believes the reimbursement schedule will cause an undue hardship, the ~~The~~ employer will work with the employee and the Association to determine an appropriate a reasonable reimbursement schedule appropriate to the circumstances. ~~and will notify the Association of the need for a reimbursement schedule.~~

ARTICLE 7 - WORK YEAR

Section 7.1

A regular employee, working four (4) or more hours per day, shall be assigned a prescribed work year based on their position and number of work days. For employees in positions of 260 days or more, the total number of days worked may vary according to the calendar (for example, Leap Year and when weekends fall within the contract year, September 1st through August 31st).

Section 7.2

Periods of time between the ending and beginning of work year assignments shall be known as furlough periods. Vacation, sick leave and all other benefits shall not accrue while an employee is on furlough status.

Section 7.3

The length of an employee's work year assignment may be adjusted by the Employer to meet the conditions created by an economic setback, inoperable facilities, and/or an increase or decrease in the work load upon at least two weeks' notice except in emergency situations as agreed to by the Employer and the Association.

Section 7.3.1

~~Effective for the 2017-18 school year and thereafter,~~ Elementary School secretaries Office Professionals responsible for registration (sometimes referred to as Registrars) shall have a 195-day contract, and shall calendar at least thirteen (13) work days immediately preceding the start of the school year.

Section 7.4 Peak Work Load

Each year, effective September 1, peak work load funds will be allocated as set forth below to each school campus, and each ~~department non-school Department in the Resource Center and Support Services~~ for use during the contract year. The intent of peak-work load dollars is to provide additional LWESP Office Professional time associated with peak-work times.

Prior to October 1, building administrators/supervisors will explain the purpose of peak work load funds and solicit input from all LWESP Office Professionals in the building/department regarding the expected peak work times that may occur, when peak work load funds would be utilized. The building administrator/supervisor will use that information to develop a plan to address such situations. By October 15, the building administrator/supervisor will share the plan with all affected staff in the building/department. Because the plan for use of peak work load funds can include the use of overtime, the peak work load plan will be developed along with the plan described in Section 8.6 Overtime of this Agreement.

~~A plan for the use of building and department peak work load money will be developed jointly with staff and administrators in each building and department, along with the plan described in Section 8.6 of this Agreement.~~

School Campus Student Enrollment	Funds
0-499	\$1,000 \$1,059
500 – 599	\$1,050 \$1,112
600 – 699	\$1,100 \$1,165
700 - 799	\$1,150 \$1,218
800 – 899	\$1,200 \$1,271
900 – 999	\$1,324
1000 – 1099	\$1,377
1100 – 1199	\$1,430
1200 – 1299	\$1,483
1300 – 1399	\$1,536
1400 – 1499	\$1,589
1500 – 1599	\$1,641
1600 – 1699	\$1,694
1700 - 1799	\$1,747
1800 – 1899	\$1,800
1900 – 1999	\$1,853
2000 +	\$1,906

Departments	Funds
1 Office Professional	\$400
2-3 Office Professional	\$800
4-5 Office Professional	\$1,200
6-8 Office Professional	\$1,600
9+ Office Professional	-\$1,800
1.0 FTE Office Professional	\$500
2.0 FTE Office Professional	\$800
3.0 FTE Office Professional	\$1,200
4.0 FTE Office Professional	\$1,600
5.0 FTE Office Professional	\$2,000
6.0 FTE Office Professional	\$2,400
7.0 FTE Office Professional	\$2,800
8.0 FTE Office Professional	\$3,200
9.0 FTE Office Professional	\$3,600
10.0 FTE Office Professional	\$4,000

Section 7.5 Required In-Service/Staff Development Activities

Should the Employer require attendance of bargaining unit members at in-service/staff development activities, the Employer shall either provide release time for such attendance or pay the employee his or her hourly rate, or other mutually agreed upon rate, in accordance with state and federal regulations regarding such activity.

Section 7.6 Professional Learning Days

Bargaining unit members may, in addition to their normal work schedules, participate in up to three (3) professional learning days (prorated, based on employee's FTE) for staff development training during each year of this agreement. Such training shall be planned cooperatively between the employee and the building principal or supervisor and is subject to final approval by the building principal or supervisor. The employee may appeal denial of a request to the superintendent or her/his designee. Employee attendance at training

programs shall be optional. Employees shall be compensated at their regular straight-time hourly rate of pay in compliance with state and federal regulations regarding such activities. Participation in training will be considered part of an employee's work hours for the week in which training was attended, and an employee shall be compensated at one-and-one-half (1-1/2) times the employee's hourly rate for hours worked in excess of forty (40) hours that week.

Section 7.6.1 Training Professional Development Fund

Employees who are assigned to four (4) or more hours per day will receive a training professional development fund of ~~\$250~~ \$500 per a school contract year for workshops/classes that are not offered by the District. Funding will be for materials, mileage, sub costs, meals (in accordance with IRS guidelines), registration, or tuition.

Unused funds may be rolled over to a maximum of \$750.00 per employee qualifying for professional development funds.

Application for the funds will be made using the form available from Classified Professional Learning at the Resource Center, along with a mandatory supervisor's signature. The signature means that the supervisor agrees that the training will enhance job knowledge.

Section 7.6.2 Training and Mentoring Program

The District will provide training for new employees and for employees new to a position on basic systems and tasks necessary for their primary job functions and responsibilities.

In addition to the initial District-provided training identified above, a mentor program will be offered to all new employees and all employees in a new position in accordance with the terms set forth in this Section and in Appendix C.

Definitions for purposes of this Program:

New Employee: Must be a first year LWESP Office Professional.

Employee in a new position: Must be new to the position in question, for example, a School Office Professional Secretary who is hired to be an Office Manager.

Protégé: a new employee or employee in a new position as defined above.

Mentor: Must have three (3) years of successful service as an LWESP Office Professional, and the approval of the immediate supervisor. An employee who retires in good standing may mentor their replacement or a new hire in the same position held by the retiree with the approval of the Professional Learning Director or designee.

Qualified employees who are in the same position as the protégé (such as, both are elementary school Office Managers, high school Attendance ~~Secretaries~~ Specialists, or Administrative ~~Secretaries~~ Professional III in Payroll) will be offered as mentors to protégés provided a mentor is available. In June, the District will contact all eligible employees to see who would like to volunteer serve as a mentor, in an effort to create and maintain a pool of available mentors. If a mentor is not available, the District will determine if an employee in the same position but in a different department (such as Administrative Professional in Payroll and Administrative Professional in Professional Learning) has the knowledge or skills to support the protégé.

Section 7.7 Level Meetings

The parties shall create a Steering Committee that will agree annually which district designated student early release days will be utilized for in-service activities for school Professional secretaries and office managers. This Steering Committee shall be comprised of no more than three (3) representatives selected by the LWESP and no more than three (3) representatives selected by the District. These days may also be utilized for "Round Table" discussions for the elementary and secondary Professional secretaries and office managers.

When meetings are scheduled on student early release days, work hours may be adjusted to accommodate these meetings with the approval of the building administrator. When applicable, employees may use optional hours to attend these meetings.

ARTICLE 8 WORK DAY

Section 8.1

Normal work days shall be Monday through Friday. Flexible work hours shall be allowed where there is minimal disruption of the work place as determined by the building principal/supervisor.

Section 8.2

Employees working six (6) hours or more per day shall be entitled to two (2) fifteen (15) minute rest periods as scheduled by the supervisor and one-half (1/2) hour duty free, unpaid lunch period as part of the working day. No employee shall be required to work more than five (5) consecutive hours without a meal break.

Section 8.3

Employees working three (3) hours or more, but less than six (6) hours per day, shall receive one (1) fifteen (15) minute rest period as part of the paid working day.

Section 8.4

When staggered lunch periods are assigned, a corresponding staggered starting time and end of work day may be arranged. An employee may request an extended lunch period to a full hour with a corresponding extension of the work day when approved by the immediate supervisor.

Section 8.5

It is the duty and responsibility of the employee's assigned supervisors to ensure that employees are completely relieved from duty during their lunch period. Employees must take their lunch break away from their assigned work area. When employees are not completely relieved from duty during their lunch period due to emergency situations, such unrelieved time will be flexed or paid as work time in consultation with their assigned administrator/supervisor.

Section 8.6 Overtime

Circumstances may arise that call for an employee to work beyond his or her regular work day. Such additional time may result in overtime pay or the earning of compensatory time as contained in this Section. ~~A plan for the usage of such time shall be created in conjunction with the plan identified in Section 7.4 of this agreement.~~

All overtime work, including compensatory time, shall be ~~supervisor~~ authorized by the employee's assigned supervisor. Hours worked beyond forty (40) hours per week shall be compensated at one-and-one-half (1-1/2) times the employee's hourly rate. All work performed on holidays shall be compensated at two-and-one-half (2-1/2) times the employee's hourly rate. The employee may choose to take compensatory time in lieu of overtime pay. The use of compensatory time must be ~~supervisor~~ authorized by the employee's assigned supervisor and must be completed within twenty (20) work days of earning such time. If compensatory time cannot be taken within this timeframe, the employee shall be paid at the rate of one-and-one-half (1-1/2) times the employee's hourly rate. For the purpose of calculating overtime, paid holiday hours shall be considered as time worked.

Because peak work load funds described in Section 7.4 of this Agreement can include the use of overtime and/or compensatory time, each building's and department's peak work load plan will include a plan for the use of overtime and compensatory time.

Section 8.7 Flex Day

Employees in positions of less than 260 days may bank up to one work day of flex time to be used during the work year at a time which is agreeable between the employee and the supervisor. Time worked for the purpose of "banking" in accordance with this Flex Day section may not exceed forty hours a week (40). Any time worked in excess of forty (40) hours must be supervisor authorized and compensated in accordance with Section 8.6 above. The flex day must be used during the work year.

Section 8.8 Adjusted Calendar Day(s)

Employees in positions of less than 260 days may adjust their calendar by up to three (3) days per work year, including school days, for the purpose of accommodating personal needs.

Section 8.8.1

Days shall be calendared by October 15th of each year, by mutual agreement of the employee and ~~his/her~~ the employee's assigned supervisor. Exceptions to the October 15th deadline shall be mutually agreed upon by the employee and the employee's assigned supervisor. The days shall be achieved by the adjusting of an individual employee's calendar, rather than increasing an employee's work year.

Section 8.8.2

Unusual circumstances or events shall trigger the availability of these days.

Section 8.9 Inclement Weather, Emergency Closure or Delay

The Association and District agree that staff safety is important. When schools are closed during periods of inclement weather or emergency conditions, school staff are not expected to report to work. When schools are closed, non-school staff are expected to report to work at the regularly scheduled time if their assigned worksite is open and accessible.

The parties recognize that inclement weather conditions may prevent the arrival or timely arrival of employees for safety and/or other related reasons. In such cases, employees may use emergency leave, comp time, discretionary leave, vacation (for employees in positions of 260 days or more), or, with supervisor's approval, use unpaid leave, an alternate work site, or make up the time lost. However, should the District determine the work days or work time will not be made up, employees will receive their regular pay.

The District will make every effort to notify each employee of school closures and late starts, including whether non-school worksites are open and accessible. Staff reporting to work on a day when school or worksite closures are announced late (after 5:30 am for secondary and non-school worksites, and after 6:30 am for elementary) shall be paid two (2) hours at their hourly rate.

~~The Association and District agree that staff is expected to report to work at the regularly scheduled time during periods of inclement weather. However, the parties further recognize that inclement weather conditions may prevent the timely arrival of employees for safety and/or other related reasons. In such cases, employees may use emergency leave, vacation (for employees in positions of 260 days or more), comp time, discretionary leave, or, with supervisor's approval, make up the time lost. The employee will discuss these options with the supervisor upon returning to work. School staff reporting to work on a day when school closures are publicly announced late (after 5:30 am for secondary and after 6:30 am for elementary) shall be paid two (2) hours at their hourly rate.~~

Section 8.10 Afternoon before Thanksgiving

On the day before Thanksgiving, school employees may leave 30 minutes after student dismissal by:

- Using discretionary leave in accordance with Section 10.6.1; or
- Adjusting their calendar in accordance with Section 8.8 and 8.8.1.

On the day before Thanksgiving, non-school building employees in positions of less than 260 days will be allowed to:

- Use Discretionary leave in accordance with Section 10.6.1; or
- Adjust their calendar in accordance with Section 8.8 and 8.8.1.

On the day before Thanksgiving, employees in positions with 260 or more days will be allowed to:

- Use Discretionary Leave in accordance with Section 10.6.1; or
- Use Vacation Leave in accordance with Section 10.1.2.

ARTICLE 9 PROBATION PERIOD

All new employees subject to this Agreement will be on probation for the first ninety (90) working days of employment. At the end of this period, the employee will be evaluated by the immediate supervisor using the form in Appendix B. If, upon evaluation by the immediate supervisor, the employee's performance is determined to be unsatisfactory, the employee shall be terminated and such termination shall not be subject to review through the grievance procedure of this Agreement. If the employee's performance is determined to be satisfactory, a recommendation for regular employment shall be transmitted through proper channels. Upon regular employment, the new regular employee shall be given credit for or paid for, as appropriate, benefits which would have accrued if the employee had been a regular employee during the probation period.

ARTICLE 10 LEAVES

Section 10.1 Vacation Leave and Compensation in Lieu of Vacation Leave

Section 10.1.1

~~Vacation Formula:~~ Regular employees working four (4) hours or more per day will receive vacation leave or compensation in lieu of compensation according to the ~~following formula:~~ chart below. ("Years" of experience means number of years in district).

260 day or more employees ("days" includes vacation and holidays) receive vacation leave. Employees in positions of less than 260 days per year receive compensation in lieu of vacation leave.

Days per Year	Months per Year	Vacation Days Based on Years of Experience in District			
		Years 0-4	Years 5-10	Years 11-15	Years 16 or more
180-199	9.5	10	14	15	18
200-209	10	10	15	16	19
210-214	10.5	11	15	17	20
215-259	11	11	16	18	21
*260 days or more	12	<u>14</u>	17	19	22
Maximum	12	<u>14</u>	17	19	22

**Includes vacation & holidays*

Section 10.1.2

Vacation leave shall be scheduled at a time most convenient to the Employer, however, a period of time away from the demands of the job is conducive to the general well-being of the employee and is to the advantage of the District as well as the employee. Therefore, vacation leave shall be scheduled, ~~but~~ insofar as possible, at a time mutually agreed upon by the employee and immediate supervisor.

Section 10.1.3

~~All eligible employees who have completed one year of employment shall be credited with vacation allocation on September 1st following the completion of such year and each year thereafter.~~ Upon hire, each eligible employee shall be credited with the appropriate number of vacation hours according to the chart above, from the employee's date of hire. Accrued vacation rates shall change on the employee's fifth, eleventh, and sixteenth anniversary hire date.

Section 10.1.4

~~Vacation leave shall not be cumulative for those employees working less than 260 days. Employees in positions of less than 260 days per year will receive compensation in lieu of vacation leave.~~ Employees in positions of 260 days or more may accumulate and carry forward a maximum of eighty-eight (88) hours of unused vacation into the following year with mutual agreement of employee and immediate supervisor. At no time may accumulated vacation exceed a total of 264 hours.

Section 10.1.5

~~If, due to the desires of the Employer, accrued vacation would exceed allowable levels, the Employer shall reimburse the employee for unused vacation at the employee's regular rate of pay.~~

If workload cannot be managed in such a way to allow an employee to take vacation time and the employee's ~~If, due to the desires of the Employer, accrued vacation would exceed allowable levels, the Employer shall reimburse the employee for unused vacation at the employee's regular rate of pay, or allow the employee to carry forward the unused vacation into the following year for that one year only, with mutual agreement of employee and supervisor.~~

Section 10.2 Sick Leave for Illness, Injury and Emergency

Sick leave for regular employees shall be accrued at the rate of one prorated day per payroll month of employment. Sick leave shall be credited on each employee's first yearly work day. Should the employee terminate prior to the end of the work year, a deduction will be made for sick leave used in excess of accrual. Unused sick leave shall accumulate from year to year up to the number of days allowed in the current year's assignment while the employee remains in the employ of the district.

Section 10.2.1

Sick pay will be paid only for periods of absence caused by illness or injury of the employee or of an immediate family member of the employee, or a member of the employee's household as defined in the Definitions section. The superintendent or designee may consider extraordinary situations on a case-by-case basis.

Section 10.2.2

If it appears the leave provisions of this article are being abused, the District may require the employee to submit proof of illness or injury.

Section 10.2.3

Employees who resign or are terminated lose the benefit of accrued sick leave.

Section 10.2.4

In the event an employee returns to the employ of the District within two (2) years after layoff, accumulated sick leave may be re-established upon the recommendation of the Superintendent.

Section 10.2.5

Employees granted an approved leave of absence by the Employer Board retain accrued sick leave, but do not accrue sick leave during the approved leave of absence.

Section 10.2.6 Emergency Leave

A maximum of four (4) of these prorated days may be used for emergency purposes each year. Conditions for granting emergency leave, which comes out of sick leave, are, with the exception of using emergency leave for bereavement as set forth in Section 10.5, as follows:

- A. The situation will be of such a nature that generally pre-planning by the employee is not possible, one which is serious, essentially unavoidable and of importance, not one of mere convenience. Example: a threat to the employee's property (flooding, storm, fire, serious illness of adult child or parent, etc.)
- B. The employee will call the principal/supervisor or designee and will explain the situation and request that emergency leave be allowed.
- C. Unused emergency leave shall not accrue from year to year.
- D. Emergency leave, without any deduction from salary, may be determined and granted by the Superintendent or designee for days in excess of days granted above.

Section 10.2.7 Attendance Incentive Program

(1) In January of the year following any year in which a minimum of sixty (60) days of sick leave is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused sick leave accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave in excess of sixty (60) days. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED that no employee may receive compensation under this section for any portion of sick leave accumulated at a rate in excess of one day per month. (2) At the time of separation from school district employment due to retirement or death an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued sick leave.

The provisions of this section shall 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 shall be entitled thereafter to receive such benefits as a matter of contractual right.

Section 10.3 Jury Duty Leave

Upon receipt of a jury summons, the employee will immediately notify her/his supervisor and the Human Resources department. The employee will be required to furnish a signed statement from the officer of the court as proof of jury service. Each employee shall be granted leave for jury duty at full pay. Any compensation received for this duty shall be retained by the employee to cover expenses.

Section 10.4 Subpoena Leave

If the employee is involved in judicial proceedings arising from the nature of her/his employment in the interests of the District, the employee shall be granted leave for subpoenaed court appearance at full pay. If the employee is a plaintiff, a defendant, or a witness on their own behalf in a case, there will be no compensation.

Section 10.5 Bereavement Leave

In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with pay will be permitted. Bereavement leave may be taken in half (1/2) or whole day increments. Such leave is with pay and shall be non-accumulative. Employees may use one (1) emergency leave day to attend the funeral services of ~~a non-covered family member~~ an individual outside the immediate family/household of the employee or close family friend

Section 10.6 Discretionary Leave

Up to three (3) days with pay per year may be used for discretionary leave without justification.

Section 10.6.1

Discretionary leave will be scheduled at least 48 hours in advance with ~~building principal~~ the employee's assigned supervisor or designee.

Section 10.6.2

Discretionary leave may not be used during the first or last week of school.

Section 10.6.3

No more than ten (10) bargaining unit members requiring substitutes may take discretionary leave on a given workday.

Section 10.6.4

No more than one bargaining unit member per site who requires a substitute may access discretionary leave per day.

Section 10.6.5

Additional bargaining unit members may take discretionary leave without a substitute upon prior approval of the ~~assigned supervisor building principal~~ or designee. Other extenuating circumstances or requests may be made to ~~the assigned supervisor a building principal~~ or designee.

Section 10.6.6

An employee may accumulate up to five (5) Discretionary Leave days. Unused days will be carried over from one school year to the next for a maximum of five (5). Accumulated days shall carry forward until used. Unused Discretionary days in excess of five (5) days shall be cashed out at the substitute rate of pay if not used by August 10 of each year.

Section 10.7 Religious Leave

An employee may use discretionary leave, adjusted calendar days, a flex day, or vacation if available, to observe religious holy days. Any extenuating circumstances or requests may be made to the employee's assigned supervisor. ~~to a building principal or designee.~~

Section 10.8 Shared Leave

Consistent with Chapter 392-136A WAC, the purpose of the leave sharing program is to permit district employees to donate annual leave, sick leave, and/or personal holidays, to come to the aid of a fellow district employee experiencing circumstances that may cause the employee to take leave without pay or terminate employment with the district.

All requests for shared leave shall be submitted to Human Resources.

Section 10.8.1

An employee shall be eligible to receive shared leave if the Superintendent or designee has determined the employee meets the following conditions, consistent within state law:

1. The employee:

- a. suffers from or has a relative or household member suffering from an illness, injury, impairment or physical or mental condition that is extraordinary or severe in nature;

- b. is a victim of domestic violence, sexual assault, or stalking;
 - c. has been called to service in the uniformed services;
 - d. a state of emergency has been declared anywhere in the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or organization in question accepts the offer of volunteer services;
 - e. is a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, and is attending medical appointments or treatments for a service-connected injury or disability;
 - f. is a spouse of a current member of the uniformed armed services or a veteran as defined by RCW 41.04.005, who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment;
 - g. needs time for parental leave; or
 - h. is sick or temporarily disabled because of pregnancy disability.
2. The condition(s) listed in sections 1, above, has caused or is likely to cause the employee to go on leave without pay or terminate district employment.
 3. The employee has exhausted or will shortly exhaust leave although the employee is not required to deplete all his or her sick leave if the employee qualifies under subsection 1 (g) and/or (h), above, and can maintain up to forty hours of sick leave.
 4. The employee has abided by district policies regarding:
 - a. sick leave use if the employee qualifies under subsection 1 (a), (b), (g) or (h), above; or
 - b. Military leave use if the employee qualifies under subsection 1 (c), above.
 5. If the injury or illness is work-related, the employee has diligently pursued and been found to be ineligible for benefits Chapter 51.32 RCW.

An employee may not receive more than five hundred and twenty-two (522) days of shared leave during total district employment. Other methods of accommodating the employee's needs such as modified duty, modified hours, flex-time, or special assignments in place of shared leave will be considered, consistent with state law, on a case-by-case basis.

An employee may be required to submit documentation to support the request for shared leave, consistent with state law before the District approves or disapproves the employee's request for shared leave.

Section 10.8.2

An employee who has accrued a sick leave balance of more than twenty-two (22) days may donate annual leave, sick leave, or all or part of a personal holiday to another employee or to a pool for purposes of the leave sharing program as allowed by law. All donated leave must be given voluntarily.

Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor(s) and reinstated to the respective leave donor's or donors' appropriate leave balance(s).

The purpose of the leave sharing program is to permit district employees to donate annual leave, sick leave, and/or personal holidays, to come to the aid of a fellow district employee requesting shared leave and who meets one of the following qualifying conditions, any of which has caused or is likely to cause the fellow district employee to take leave without pay or terminate his or her employment with the district: (1) the employee is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition; (2) the employee is a victim of domestic violence, sexual assault, or stalking; (3) the employee has been called to service in the uniformed services or (4) a state

~~of emergency has been declared anywhere in the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or organization in question accepts the offer of volunteer services.~~

~~The Superintendent or designee shall determine the amount of shared leave an employee may receive and may authorize an employee to use up to a maximum of 261 days of shared leave. All forms of paid leave available for use by the recipient must be used prior to using shared leave. This provision shall be available to employees per RCW 28A.400.380, Chapter 392-126 WAC and in accordance with board procedure GCBD-R to the extent said procedure does not conflict with law or the provisions herein. All requests for shared leave shall be forwarded to Human Resources. The Association will be apprised of any proposed changes to board policy, and will be notified fifteen (15) days prior to any change to board's policy or procedure on shared leave.~~

Section 10.9 Temporary Disability Leave

Section 10.9.1

Employees, subject to this Agreement, who are physically 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 shall not exceed one (1) year, or two (2) years in the event of an on-the-job injury.

Section 10.9.2

Employees shall notify their immediate supervisor and the Director of Human Resources of their requests for temporary disability leave. If possible, such notification shall be made at least sixty (60) calendar days prior to the proposed 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, prior to the temporary disability leave request, without jeopardizing the employee's health or the safety of others.

Section 10.9.3

Expiration of the temporary disability leave shall 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. The District may, at its discretion, and at its own expense, have the employee examined by a doctor of the District's choice, at any time.

Section 10.9.4

Upon expiration of temporary disability leave, the employee will be assigned to the same position or its equivalent if the position no longer exists, if the leave is granted for an injury or serious illness and does not exceed one year. Employees returning from temporary disability leaves which exceed the above deadline will be assigned to an equivalent vacancy when one becomes available. Refusal to accept the available position shall terminate the employee from this district.

Section 10.9.5

An employee on approved temporary disability leave will retain accrued sick leave, vacation and seniority rights. Employees granted temporary disability leave may, at their option, be allowed compensation for temporary disability leave in accordance with Section 10.2 Sick Leave.

Section 10.9.6

The District reserves the right to call for a doctor's certificate of temporary disability at any time for any number of days used as defined in this section(s).

Section 10.9.7

Employees filling positions of employees who are on temporary disability leave resulting from injury or serious illness will be assigned to such positions for a specific period of time, during which they shall be subject to all provisions of this agreement. Such employees will not be guaranteed continued employment beyond the term of the leave.

Section 10.10 L & I Benefits

If an employee is absent for reasons which are compensable industrial injuries in accordance with Title 51 of Washington State Industrial Insurance law, the employee may elect to have the Employer pay the employee an amount equal to the difference between the amount paid by State Industrial Insurance and the amount the

employee would have otherwise normally been eligible in sick leave benefits. The employee shall notify the Employer in advance should they elect to utilize accrued sick leave benefits in the manner described under this Section. Such payments(s) to the employee shall be made at such time as the difference is known. The Employer's obligation ceases upon expiration of the employee's accumulated sick leave. The Employer shall continue to pay its share of benefits for three months after the employee's sick leave has expired.

Whenever an employee is absent from employment as the result of injury from a physical assault, sustained in the normal course of employment and in the performance of ~~his/her~~ the employee's duties, the employee will be paid the difference between the employee's total compensation and state industrial insurance compensation for a period of thirty-six (36) months. 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.

Section 10.11 Light or Reduced Duty

The District and the Association recognize the benefits of returning an employee to work as quickly as is reasonably possible following an injury or illness which has caused an absence from work. Therefore, the Association agrees that employees who have been released by their personal medical doctor to return to light duty work may perform work normally done by bargaining unit members, provided that such light duty assignment shall not result in a reduction in the number of hours assigned the bargaining unit members. Such light duty work will be performed to supplement rather than supplant bargaining unit work and may be performed by other, non LWESP district employees.

Section 10.12 Washington State Paid Family and Medical Leave and the Family and Medical Leave Act

Section 10.12.1 Washington State Paid Family and Medical Leave (PFML)

Beginning January 1, 2020 eligible employees will be provided Paid Family and Medical Leave (PFML) benefits through the State. PFML is a state-run program. Application for PFML must be done through the Employment Security Department (ESD). The ESD determines eligibility for PFML.

To qualify for PFML, an employee must have worked 820 hours or more in the qualifying period, defined as the first four (4) of the last five (5) completed calendar quarters starting from when the employee makes their claim for benefits.

Each of the three main types of PFML (set forth below) is related to a different type of "qualifying event." A qualifying event is required for PFML eligibility. PFML may be used as follows:

- A. Medical Leave because of the employee's own serious health condition including but not limited to any period of incapacity due to pregnancy, or for prenatal care.
- B. Family Leave:
 - a. To care for and bond with the employee's child during the first twelve (12) months after the child's birth, or the first twelve (12) months after placement of a child under the age of eighteen (18) with the employee;
 - b. To care for a family member with a serious health condition. "Family member" means a child, grandchild, grandparent, parent (biological, adoptive, de facto, foster, stepparent of the employee or employee's spouse), sibling, or spouse of the employee; and
 - c. For certain military-connected events and qualifying exigencies.

PFML benefits include up to twelve (12) weeks of paid family or medical leave per year. Benefits may be extended to up to eighteen (18) weeks as follows:

- a. Up to 16 weeks of combined medical and family leave; or
- b. Up to 18 weeks of combined medical and family leave for pregnancy-related serious health condition that results in incapacity.

An employee who plans to take PFML must provide the District with written notice at least thirty (30) days in advance when possible.

Employees may use accumulated sick leave with PFML. Employees choosing to do so must submit sick leave in half or full day increments, subject to PFML rules or regulations.

PFML may be taken intermittently, however District approval is required for family leave taken on an intermittent basis, such as working a reduced work-week, to bond or care for a newborn or newly placed foster or adopted child.

Section 10.12.2 Family and Medical Leave Act (FMLA)

To be eligible for Family Medical Leave Act (FMLA), an employee must have worked for the District for at least twelve (12) months and must have worked 1,250 hours in the twelve (12) month period before the start of leave. Time that is paid but not worked is not counted toward the 1,250 hours except in those limited circumstances as required by law.

- A. Medical leave may be taken for an employee's own serious health condition.
- B. Family leave may be taken for any of the following reasons:
 - 1. To care for and bond with the employee's child during the first twelve (12) months after the child's birth, or the first twelve (12) months after placement of a child under the age of eighteen (18) with the employee;
 - 2. To care for a family member, as defined below, with a serious health condition including incapacity due to pregnancy and for prenatal medical care.
 - 3. For certain military-connected events and qualifying exigencies.
 - 4. If both parents of a newborn, adopted child or newly placed foster child are employed by the school district, they shall be entitled to a combined total of twelve (12) work weeks of family leave during the first twelve (12) months after the child's birth or placement.
- C. A "child" means as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age, or a legal ward incapable of self-care due to a mental or physical disability.
- D. "Family member" means a child, parent (biological, adoptive, de facto, foster, stepparent of the employee), or spouse of an employee.
- E. A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider. See the FMLA for a complete definition of "serious health condition".
- F. The District requires confirmation by a health care provider of the employee's need for FMLA leave.
- G. An employee who plans to take FMLA must provide the District with written notice at least thirty (30) days in advance. If FMLA is not foreseeable, the employee must notify the District of the expected leave as soon as practicable.
- H. Employees must first exhaust any available paid leave, when applicable, and these days shall be subtracted from the twelve (12) weeks (60 days) of unpaid FMLA.
- I. FMLA may be taken intermittently, however District approval is required for family leave taken on an intermittent basis, such as working a reduced work-week, to bond or care for a newborn or newly placed foster or adopted child. Intermittent medical leave does not
- J. Upon returning from FMLA, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Section 10.12.3 Group Health Insurance during FMLA

The District shall continue the employee's group health insurance coverage and will continue to pay the District's contribution towards the employee's insurance premiums while on a leave covered by the FMLA.

If the employee fails to return from leave due to reasons within his or her control, the District may recover from the employee the amounts paid by the District for the employee's health insurance premiums during the employee's leave.

Section 10.12 Compliance with ADA and FMLA

~~The Association recognizes the District's responsibility to comply with the requirements of the Americans with Disabilities Act, 42 U.S.C. 12001 et seq. (the "ADA") and the Family and Medical Leave Act of 1993, 29 U.S.C. 2654 ("FMLA"). Should any provision of this agreement be in conflict with either of these federal laws or Washington statutes which apply to employees with disabilities or family medical leave, the federal laws and state statutes will be controlling. To be eligible for FMLA, an employee must have worked for the District for at least twelve (12) months, and at least 1,250 hours in the twelve (12) month period before the start of leave. Time that is paid but not worked is not counted toward the 1,250 hours except in those limited circumstances as required by law. Specific provisions of FMLA are as follows:~~

~~Employees are entitled to a total of twelve (12) work weeks of family and medical leave during any contract year. This leave is to be used for:~~

- ~~1. the birth of a child and to care for a newborn child;~~
- ~~2. the placement of a child with the employee for adoption or foster care that requires state action;~~
- ~~3. caring for the employee's seriously ill spouse, parent, or child who is incapable of self care because of a mental or physical disability;~~
- ~~4. a serious health condition that makes the employee unable to perform her/his job functions.~~

~~If leave is taken for birth or placement for adoption or foster care and both spouses work for the Lake Washington School District, the family and medical leave that may be taken is limited to a combined total of twelve (12) work weeks, provided that any period of physical disability taken by the biological mother shall not be included in the twelve (12) week limitation. Family and medical leave shall be without pay for all or part of the leave.~~

~~Employees must first exhaust all paid leave (when applicable) for Family Leave, and these days shall be subtracted from the 12 work weeks (60 days). Employees desiring to apply for Family Leave need to request such leave in writing from the Director of Human Resources thirty (30) days in advance unless the leave is not foreseeable, in which case, the employee must notify the District as soon as possible. The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family and medical leave regarding the employee's status and intent to return to work. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the date of the birth or adoption.~~

~~Family and medical leave shall be without pay for all or part of the leave, except that the Employee may use sick leave minus sub costs (if a sub is used) for caring for a seriously ill parent.~~

~~The District shall be responsible for maintaining coverage under any group health plan for the duration of such leave. If the employee fails to make timely payment of his/her portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.~~

~~If the employee fails to return from family and medical leave, due to reasons within his or her control, the District may deduct from any sums owed to the employee for all health insurance premiums paid during the leave. Any amount not received by deduction, the former employee must reimburse directly to the District.~~

~~Upon returning from family and medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.~~

~~District approval is required for family and medical leave taken on an intermittent basis (such as working a reduced work week) for the purpose of birth or because of placement for adoption or foster care. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever necessary.~~

Section 10.13 Leave of Absence

~~Upon recommendation of the immediate supervisor and approval by the Superintendent or designee, an employee may be granted a leave of absence without pay for a period not to exceed five (5) work days. An employee returning from such a leave of absence shall be reinstated to the position held at the time the request for the leave was approved without loss of seniority or benefits.~~

Section 10.13.1

Upon recommendation of the immediate supervisor through administrative channels to the Superintendent and upon approval by the Employer Board, an employee may be granted an extended leave of absence without pay for a period not to exceed one (1) year. Application for such leave must be made in writing on or before April 15 of the school year preceding the year in which the leave is to occur. Under unusual circumstances the employee may file a written request with the Superintendent or designee for exception to the April 15 deadline.

Section 10.13.2

An employee returning from an extended leave of absence of less than ninety (90) work days will be reinstated in the same position held prior to the leave if the position exists.

Section 10.13.3

An employee who returns from an extended leave in excess of ninety (90) work days will be reinstated in a vacant position for which the employee is qualified and that is equivalent in duties and salary to that held at the time the request for leave of absence was approved; provided that if an employee refuses an offer of such employment, the Employer is released from all obligation under this Article. An employee may choose to be reinstated in a vacant position for which the employee is qualified, but which is of less status and pay; provided that should an employee voluntarily accept a position of less status and pay in order to expedite a return to active pay status, the employee shall forfeit all other rights guaranteed in this paragraph.

Section 10.13.4

The employee will retain accrued sick leave and other rights extended by the District while on extended leave of absence.

Section 10.13.5

Vacation leave, sick leave, or other benefits shall not accrue while an employee is on leave of absence.

Section 10.13.6

The employee will receive no credit for salary advancement while on leave of absence.

Section 10.13.7

If an employee on approved leave of absence does not return to work or make contact with the District within four (4) work days following the expiration date of the leave, the employee shall be considered as having resigned without notice and shall be terminated.

Section 10.14 Child Care Leave

Any employee may request child care leave for up to one year. The request for such leave shall be in writing at least thirty (30) calendar days in advance of the proposed starting date and will clearly state the intended purpose and duration of the leave. Long term child care leave will be without compensation and employer benefits except that the employee will retain all seniority and benefits accrued. Seniority will not accrue during such leave. Employees returning from a child-care leave will be placed in accordance with the provisions in Section 10.13.3.

Section 10.15 Job Share

The LWSD and the LWESP have expressed a mutual desire to continue a job share program. This program will include the following elements and understandings:

1. Job share is voluntary on the part of the participants
2. The building administrator(s)/supervisor(s) must approve the job share each year for it to occur.
3. The Human Resources department shall make the final decision regarding a job share application.
4. Should the job share participants wish to continue for the next school year, they must request an extension. Should any participant desire to leave the job share, or if the job share is discontinued, the employee will not necessarily be assigned to the identical position occupied prior to the job share, but will be assigned to the first available equivalent position.
5. Job share approval shall be based on yearly staffing allocation of hours.

6. Should a job share participant resign or take a leave of absence prior to, or during the school year, the job share situation will be handled as follows:
 - a. The vacated portion of the job share will be filled at the discretion of the building administrator.
 - b. The vacancy will be posted in-district for five (5) work days to seek a compatible and qualified replacement. If an in-district replacement is not found, the vacancy will be posted out-of-district.
7. Job share participants will qualify for benefits as would any employee working four hours per day or more. An explanation of how these benefits apply will be made available to each participant by the payroll office.
8. Applications for job share must include the following provisions:
 - a. Job share partners will be of the same bargaining unit level.
 - b. Division of tasks will be determined by the supervisor.
 - c. Agreement on acceptable division of time.
 - d. A communication system:
 - Between selves
 - With principal
 - With other staff

Section 10.16 Holidays of Faith and Conscience

Each employee is entitled to two (2) unpaid days per calendar year for a reason of faith or conscience or an organized activity under the auspices of a religious denomination, church, or religious organization. The two (2) unpaid holidays allowed by law and this Section must be taken during the employee's contract year if at all; they do not carry forward from one year to the next.

An employee must submit a written request for an unpaid holiday provided for in this Section to the employee's supervisor a minimum of seven (7) work days prior to the requested unpaid holiday. The employee may select the days on which the employee desires to take the two (2) unpaid holidays after consultation with his or her supervisor. If an employee prefers to take the two (2) unpaid holidays on specific days for a reason of faith or conscience or an organized activity under the auspices of a religious denomination, church, or religious organization, the employer must allow the employee to do so unless the employee's absence would impose an undue hardship on the employer or the employee is necessary to maintain public safety. "Undue hardship", means an action requiring significant difficulty or expense to the employer, and shall be interpreted consistent with WAC 82-56-020.

The Director of Human Resources or designee shall evaluate requests by weighing the wishes of the employee, scheduled work; anticipated peak workloads; whether a substitute would be needed and, if so, the availability of a substitute; and the meaning of "undue hardship" noted above. Unpaid leave may not be taken without prior written approval by the Director of Human Resources or designee. A written response will be provided to the employee within five (5) work days, approving or denying the request. If the request is denied, the response will state the reason(s) for the denial.

Section 10.17 Americans with Disabilities Act

The parties recognize the District's responsibility to comply with the requirements of the Americans with Disability Act, 42 U.S.C. 12001 et seq. (the "ADA").

ARTICLE 11 DISTRICT – ASSOCIATION COMMUNICATION

Section 11.1

The Superintendent or designee(s) and the Association President or designee(s) will meet at the request of either party to discuss matters of mutual concern and the monitoring of this Agreement. The party calling the meeting shall state the nature of such meeting and the subject(s) to be discussed at such meeting, prior to the meeting.

Section 11.2 Labor/Management Meetings – The Labor/Management work team, comprised of representatives from the Association and the District, meets monthly to address issues brought forward by either party. Employees may contact the Association president to identify issues for discussion.

Section 11.3 Maintenance of Standards

During the term of this Agreement the District will maintain those District Policies, Rules, Regulations and administrative interpretations 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 12 HOLIDAYS

Section 12.1

Regular employees covered by this Agreement, working four (4) hours per day or more, shall receive the following paid holidays:

Labor Day	New Year's Eve Day
Veterans' Day	New Year's Day
Thanksgiving Day	Martin Luther King's Birthday
Day After Thanksgiving	Presidents' Day
Day Before Christmas	Memorial Day
Christmas Day	Independence Day*

** Included for employees in positions of 260 days or more. Employees in positions of less than 260 days, but who work before and after Independence Day in a given year, shall submit a time card to receive holiday pay.*

Section 12.2

Whenever any holiday recognized within this Agreement falls upon a Saturday or Sunday, the Superintendent or designee shall determine and designate the day to be recognized as the holiday. Employees shall be notified each December of the holiday schedule for the following year. Such designation shall be consistent with the school calendar. Should the school calendar be revised, employees will be notified of such revision.

Section 12.3

Regular employees covered by this Agreement, working four (4) hours per day or more who do not work on holidays recognized within this Agreement, shall be paid at their regular rate of pay provided that:

- A. They were in a pay status the scheduled work day immediately preceding the holiday, and
- B. They were in a pay status the scheduled work day immediately following the holiday, and
- C. They shall have completed their probationary period, and
- D. They are not on leave of absence or furlough.

Section 12.4

Regular employees covered by this Agreement, working four (4) hours per day or more who work on holidays recognized within this Agreement shall be paid for the hours worked at one-and-one half (1-1/2) times their regular rate of pay in addition to the above holiday pay.

Section 12.5

Should a holiday occur while a regular employee is on vacation, the employee shall be allowed to take one extra day of vacation with pay in lieu of the holiday.

Section 12.6

Regular employees covered by this Agreement, working four (4) hours per day or more, shall receive holiday pay in proportion to the number of hours worked per day.

ARTICLE 13 - INSURANCE

Section 13.1

The Employer shall provide for all employees on a "full-time equivalent" (FTE) basis, a contribution equal to the state contribution per month (without deduction for the Health Care Authority) for each regular employee

who works four (4) hours per day or more for the purchase of insurance. "Full-time equivalent" shall mean an employee who is compensated for 1440 hours in a fiscal year. For each employee working four (4) hours per day or more, but less than full-time, insurance will be paid in proportion of the full-time equivalent. Such contribution shall first be used to pay the premium for full-family dental insurance, long-term disability insurance, term-life insurance, and full-family vision insurance. Life insurance will be provided in an amount equal to the employee's base salary rounded to nearest one-thousand dollars (\$1,000), up to a maximum of fifty-thousand dollars (\$50,000).

The balance of the contribution will be used for the actual cost of the medical premium. ~~To ensure compliance with State law, employees~~ Employees will be required to pay a minimum of ~~eight dollars (\$8.00) for the cost of their medical insurance premiums for 2016-2017 and a minimum of nine dollars (\$9.00) for 2017~~ the cost of their medical insurance premiums in October and November of 2019. The December 2019 "premium holiday" will result in the Employer making no payroll deductions for medical insurance premiums in December of 2019. Optional, employee-purchased insurance plans allowed for purchase under SEBB rules will be made through payroll deduction.

Section 13.2

The Employer will supplement the insurance benefit by \$13.50 per FTE (based on 1,440 hours) per month through November 2019. In addition, the funds saved by the District from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans through October 2019 will be added to the employee benefit pool. ~~This provision will apply to the extent that the state allows the Employer to continue providing these benefit dollars above state allocation levels~~

Section 13.3 Pool

Any unspent balance from Section 13.1 shall be pooled among all regular full-time employees (based on 1440 hours) for payment of medical premiums, up to the actual cost, until the pool is exhausted.

The benefit pool will be determined at the beginning of each plan year and adjusted monthly, as needed, based on the number of FTE (based on 1440 hours) employed by the district in this bargaining unit. ~~The employer will monitor the benefit pool and make every effort to ensure that at the end of each fiscal year (fiscal year is September 1 through August 31) the balance of the benefit pool is as close to zero as possible.~~

Section 13.4 Liability

The District will provide liability insurance coverage for employees against claims or damages brought against that employee for actions while the employee was acting within the scope of their employment.

Section 13.5 Benefits Advisory Committee

A joint benefits advisory committee will be composed of representation from all employee groups and appropriate central office administrators. LWESP shall have a minimum of one (1) representative, chosen by the LWESP President, on the committee. The committee will review insurance programs offered by the District, the premium schedules, and make recommendations for changes.

NOTE: Effective January 1, 2020, Sections 13.1, 13.2 13.3 and 13.5 shall be replaced, see Appendix H for these changes.

ARTICLE 14 - DISCIPLINE

Section 14.1

Employees shall be disciplined for just cause. Discipline includes warning, reprimand, suspension, reduction in rank, discharge or other Employer action that would adversely affect the employee. Discipline shall be corrective rather than punitive.

Section 14.2 Right to Representation

When a meeting is scheduled that may lead to discipline of an employee, such employee shall be informed of her/his right to have a representative of the Association present. Should the employee request to have an Association representative present, the meeting shall not take place until such representative is available, provided that this right will not be exercised to unduly delay disciplinary proceedings. It is the employee's responsibility to notify the Association.

Specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing two days prior to such action. The employee, the Association and the District may mutually agree to waive the timelines. Such waiver shall be in writing.

ARTICLE 15 - ERGONOMICS

The District shall provide all regular employees the ability to request an ergonomic workstation evaluation when ergonomic concerns arise. Employees may make a service request through the district's work order system, InfoCentre. InfoCentre will then provide the employee step-by-step procedures to submit the request to Risk, Health, and Safety Services for review.

ARTICLE 16 - ASSIGNMENT, VACANCIES AND TRANSFER

Section 16.1

A vacancy shall be defined as a position vacated through transfer, resignation, termination, retirement or a new position created within the bargaining unit. Whether such vacancy shall be filled shall be determined solely by the Employer. When the Employer decides not to fill a vacancy, the decision and reasons for the decision will be provided to the Association.

Section 16.2

~~When the Employer decides to fill such a vacancy, The Employer~~ it can fill a vacancy ~~do so~~ by transferring a member of the bargaining unit, with the employee's agreement, without posting the vacancy.

Section 16.3

Vacancies which cannot be filled by transfer without posting or by qualified laid-off members of the bargaining unit shall be posted in all District facilities.

Section 16.4

The District maintains its prerogative to interview and select applicants for employment. Bargaining unit employees who meet the qualifications and criteria specified on job postings may apply for such positions. The Human Resources Department shall select the best-qualified bargaining unit applicants and refer them to the supervisor. Should more than three qualified bargaining unit members apply, the supervisor shall interview a minimum of three.

The Human Resource Department's decision regarding the qualifications and the supervisor's selection of the finalist shall not be subject to the grievance procedure of this agreement.

Section 16.5

When the qualifications and experience of a bargaining unit applicant and an outside applicant are determined by the district to be essentially equal, the qualified bargaining unit applicant shall be given the available position.

The District's decision regarding qualifications is not subject to the grievance procedure of this agreement.

Section 16.6

Whenever vacancies occur during the summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be observed:

Section 16.6.1

Employees with specific interest in transferring and in possible vacancies will notify the Human Resource Department of their interest, in writing, during the last regular work week of school and shall include a summer address and telephone number.

Section 16.6.2

Should a vacancy occur, the Human Resource Department shall make every effort to notify the employees who have expressed an interest in said position or similar positions.

Section 16.6.3

The employees so notified shall have the responsibility of contacting the Human Resource Department indicating their interest in said position within three (3) business days of receiving such notification.

Section 16.7

An employee transferred to a position with a different job title shall be placed on that level of the new classification lane which equals the her or his employee's salary in the former position.

Section 16.8

An employee receiving a promotion in the same job classification (i.e., ~~Secretary to~~ Administrative ~~Professional Secretary~~ I to Administrative ~~Professional Secretary~~ II, Accounting Technician I to Accounting Technician II) shall be placed at the next highest salary rate.

Section 16.9

An employee receiving a promotion to a different job classification (i.e., Accounting I to ~~Professional Secretary~~ III) shall be placed at the same or next higher salary rate. In no case shall a promoted employee be placed at a lower salary rate.

Section 16.10

Employees returning to the bargaining unit from a position with the district not covered by this Agreement shall be credited with the same number of years of service they had immediately prior to leaving the bargaining unit.

Section 16.11

In the event the district must reduce the number of employees at a job site or in a department, the supervisor will first ask for a volunteer to be involuntarily transferred. The district will make the final decision regarding which employee is transferred. An individual may only be involuntarily transferred once every three (3) years unless they are the only employee in the department.

Section 16.12

Employees involuntarily transferred to positions with a lesser rate of pay shall receive their old rate until the rate of pay of the transferred position equals that of the former position.

Section 16.13

Prior to an involuntary transfer taking place, the supervisor(s) involved shall confer with the employee regarding the transition process.

Section 16.14

The District and Association recognize the desirability of making assignments which consider the interests and aspirations of the employees. To this end, should reorganization or reassignment be necessary, a conversation between employee and supervisor will take place for the purpose of discussing the reasons for the reassignment.

ARTICLE 17 - SENIORITY

Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first work day within the bargaining unit. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting most recent hire date regardless of position held within the District. If a tie persists, seniority shall be determined by casting lots.

ARTICLE 18 - LAYOFF, RECALL AND SEPARATION

Section 18.1 Layoff Definition

Layoff shall be defined as follows: Termination of employment due to economic setback, inoperable facilities, a decrease in the work load, other conditions that reasonably require a reduction in force. Economic setbacks necessitating layoff include the following:

- A. Enrollment decline
- B. Failure of a special levy or other events resulting in reduction in revenue
- C. Termination or reduction of funding of categorical projects.

Section 18.2 Layoff Notification

- A. In the event the District anticipates a need to lay off employees, it shall notify the Association ninety (90) calendar days prior to such layoff. A District representative shall meet with designated representatives of the Association within two (2) weeks of the notification to explain the reasons for the layoff, the positions to be eliminated, the positions to be reduced in hours, the open positions, and the choices to be offered to affected employees in seniority order.
- B. If the Employer decides that layoff is necessary, it shall determine the number of positions and job classification to be reduced. As soon as possible after the Employer has decided a layoff is necessary, it shall update the Association on the positions to be eliminated, the positions to be reduced in hours, the open positions, and the choices to be offered affected employees in seniority order, and provide the Association with the names of all employees to be laid off. Employees laid off under the provisions of this section shall be notified by the Employer in writing thirty (30) calendar days prior to the effective date of layoff. The Employer will encourage employees to apply for leaves without pay to further lower the number to be reduced.

Section 18.3 Layoff Procedures

- A. Layoff shall be conducted in inverse order of seniority within the job title specified in the salary schedule (Appendix A), provided that ~~School Office Professionals secretaries~~ shall be further subdivided into elementary and secondary titles for the purpose of this section.
 - 1. The displaced employee shall first fill any open position in the same position code.
 - 2. In the absence of any open positions, the displaced employee can bump the least senior employee with the same position code.
 - 3. If there is not someone less senior in the affected employee's position code, the displaced employee may be placed in a vacant bargaining unit position that they held within the last five (5) years provided that they are qualified to perform the duties and responsibilities and that such placement does not result in a wage increase.
 - 4. If there is not someone less senior in the affected employee's position code, and there are no vacancies as identified in paragraph 3 above, the displaced employee, if qualified can bump the least senior employee with a similar job title in the next lower salary range.
 - 5. If there is not someone less senior in a similar job title in the next lower salary range, the employee may bump the most junior employee in a bargaining unit position they held within the last five (5) years provided that they are qualified to perform the duties and responsibilities and that such movement does not result in a wage increase.
- B. The question of qualification shall be determined solely by the Employer and such determination shall not be subject to the grievance procedure of this Agreement.
- C. Laid-off employees shall be placed into a re-employment pool at an unpaid status. The opportunity to transfer into open positions will be based on seniority and qualifications. If an employee refuses an opportunity to return to an open position, this transfer right will expire. This right to transfer will last for one year from date of layoff.

Section 18.4 Recall Procedures

- A. Each laid off employee shall state in writing on a form provided by the Employer the type of bargaining unit work and the number of hours he/she will accept if recalled. If the employee refuses recall to such position, he/she will retain their place in the recall pool and may be afforded one additional recall opportunity. Should the employee refuse a second recall opportunity, he/she will be removed from the recall pool. Laid off employees remain in the recall pool for a period not to exceed ~~one (1) year~~ two (2) years from date of layoff.

- B. Vacancies will be filled in accordance with Article 16, Assignment, Vacancies and Transfer.
- C. The question of qualification shall be determined solely by the Employer and such determination shall not be subject to the grievance provision of the Agreement.
- D. Persons in the recall pool shall be responsible for maintaining their current address and telephone number with the Human Resources office.
- E. The Employer shall first attempt to reach persons selected for recall by telephone. If not successful, the Employer shall send notification by certified mail. The individual will have three (3) calendar days excluding weekends and holidays as set forth in Section 12.1 following telephone contact or receipt of such letter to accept employment in the position. A person who fails to notify the Employer of intent to accept the position offered within the three (3) calendar days above shall have no right to placement in the position. In the event that the person selected for recall fails to notify the Employer of intent to accept the position within the three (3) calendar days or the person declines employment in the position, then the Employer shall consider the person next in order of recall and notify him/her of the selection as set forth herein. Failure of the employee to properly notify the employer of acceptance or rejection of a placement offer will be considered a refusal for purposes of 18.4.A.
- F. The employee's bargaining unit seniority prior to layoff shall be restored upon return to active employment within the bargaining unit.

Section 18.5 Separation Procedures

Upon voluntary separation from regular service, an employee will be paid for ~~his/her~~ the employee's accumulated vacation hours. Payment shall be made within 60 days of separation. Employees shall give two weeks' written notice of resignation.

ARTICLE 19 - GRIEVANCE PROCEDURE

Section 19.1 Grievance Definitions

Section 19.1.1 Grievance Definition

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of a specific Article or Section of this Agreement. Such grievances shall be subject to the following resolution procedure.

Section 19.1.2 Grievant Definition

The "Grievant" is an individual employee, group of employees, or the Association filing a grievance.

Section 19.1.3 Workday Definition

A "workday" shall mean Monday through Friday and shall exclude weekends, holidays, and school breaks.

Section 19.2 Grievance Steps

Section 19.2.1 Step 1, Oral Discussion – Informal Step

~~The employee shall first discuss the grievance with his/her the employee's immediate supervisor. This shall be done within thirty (30) calendar days after the employee should reasonably have knowledge of the occurrence which gives rise to the alleged grievance. A representative of the Association may, at the employee's option, be invited to attend and/or speak in behalf of the employee. Every effort should be made to resolve the grievance at this level in an informal manner. Failure of the parties to resolve the grievance within thirty (30) calendar days of the informal discussion will necessitate moving the grievance to Step 2 of the grievance process.~~

In the event a grievant believes there is a basis for a grievance, the grievant shall first discuss the issue with the immediate supervisor, or with the administrator who took the action(s) on which the grievance is based. This shall be done within thirty (30) calendar days of the occurrence, or within thirty (30) calendar days of the date when the grievant should reasonably have known of the occurrence which gives rise to the grievance, whichever is later. Association representation may attend and/or speak on behalf of the grievant. Every effort should be made to resolve the grievance at this level in an informal manner. Failure of the parties to resolve

the grievance within ten (10) workdays of the informal discussion will allow the grievant to move the grievance to Step 2 of the grievance process.

Section 19.2.2 Step 2, Grievance Reduced to Writing Supervisory Level

~~If no settlement is reached in Step 1, the employee, if he/she considers the grievance to be valid, will reduce to writing a statement of the grievance which will contain the following: a) the facts upon which the grievance is based; b) a reference to the articles and sections of the Agreement alleged to have been violated; and c) the remedy sought. The employee within ten (10) work days following the Step 1 discussion will submit the written grievance to the immediate supervisor for reconsideration, with copies to the Director of Human Resources or their designee. The parties will have five (5) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Association shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.~~

If the grievance is not thus resolved, the grievant may invoke the formal grievance procedure through the Association. The grievance will be reduced to writing and will contain the following: a) the facts upon which the grievance is based; b) a reference to the Articles and Sections of the Agreement alleged to have been violated; and c) the remedy sought. The grievant will, within ten (10) workdays following the deadline for resolving the matter at the Step 1 level, submit the written grievance to the immediate supervisor or administrator who took the action(s) for reconsideration, with a copy to the Director of Human Resources, or designee. Within ten (10) workdays from submission of the written grievance, the immediate supervisor or administrator who took the action(s) will meet with the grievant and Association in an effort to resolve the grievance. The immediate supervisor or administrator will indicate his or her disposition of the grievance in writing within ten (10) workdays of such meeting and will furnish a signed copy thereof to the grievant and the Association.

Section 19.2.3 Step 3, Next Line Administrator Level

~~If no settlement has been reached in Step 2, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the next appropriate line administrator. After such submission, the appropriate line administrator and employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Association shall be given reasonable opportunity to be present and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.~~

If the grievance is not thus resolved, the grievant may, within ten (10) workdays of receipt of the written response at Step 2, submit the grievance to the next appropriate line administrator. The administrator, grievant and Association will have ten (10) workdays from submission of the grievance to meet and attempt to resolve the grievance. The appropriate line administrator will indicate his or her disposition of the grievance in writing within ten (10) workdays of such meeting and will furnish a signed copy thereof to the grievant and the Association.

Section 19.2.4 Step 4, Superintendent Level

~~If no settlement has been reached in Step 3, within the specified time limits, and the employee believes the grievance to be valid, the written grievance shall be submitted by the employee within fifteen (15) work days to the Employer Superintendent. After such submission, the Superintendent or designee(s) and the employee will have ten (10) work days from submission of the grievance to resolve it by indicating on the statement of grievance the disposition and signing it. A representative of the Association shall be given reasonable opportunity to be present, and speak in behalf of the grievant if the grievant so desires, at any meeting or hearing held for the purpose of grievance resolution wherein the aggrieved employee is in attendance.~~

If the grievance is not thus resolved, the grievant may, within ten (10) workdays of receipt of the written response at Step 3, submit the grievance to the Superintendent. Within ten (10) workdays from submission of the written grievance, the Superintendent or designee will meet with the grievant and Association. The Superintendent or designee will indicate his or her disposition of the grievance in writing within ten (10) workdays of such meeting and will furnish a signed copy thereof to the grievant and the Association.

Section 19.2.5 Step 5, Arbitration

~~If a grievance is not satisfactorily resolved at Step 4, the Association may, within fourteen (14) calendar days after receipt of the written response in Step 4, submit the grievance to the American Arbitration Association for arbitration under their voluntary labor arbitration rules and within the following guidelines:~~

If the grievance is not thus resolved at Step 4, the grievance may, at the option of the Association, be submitted to binding arbitration. The Association will give the Superintendent written notice of its intention to arbitrate within ten (10) workdays after receipt of the written response in Step 4. If the parties cannot agree as to the arbitrator within ten (10) calendar days after the submission of the notice to the Superintendent, the Association shall file for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) under their labor arbitration rules. Upon receipt of a list of arbitrators from either AAA or FMCS, the parties will use the "strike" method of selecting an arbitrator. The following guidelines will also apply

- A. The arbitrator shall have no power to change, alter, detract from, or add to the provisions of this Agreement.
- B. The arbitrator's decision shall be final and binding on the Employer and the Association.
- C. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- D. The District and Association will not be permitted to assert in arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

Section 19.3 Grievance Requirements

Section 19.3.1

Grievances claims involving retroactive compensation will be limited to no more than one year prior to the written submission of the grievance to the employer.

Section 19.3.2

In arriving at any disposition or settlement, neither party shall have the authority to alter, add to, delete or amend this Agreement.

Section 19.3.3

The Employer will not discriminate against any individual employee or the Association for taking action under this Article.

Section 19.3.4

Upon a reasonable request of the Association, the Employer will cooperate in the Association's investigation of any grievance and will furnish the Association such information germane to the grievance.

Section 19.3.5

All documents, communications and records dealing with a grievance shall be filed separately from the grievant's personnel file, or grievants' personnel files, in the case of a group of employees. The existence and contents of grievance files shall not be shared with other District ~~administrator's~~ Administrators reviewing a transfer request or prospective employer unless compelled by law.

Section 19.3.6

Grievance discussions shall take place whenever possible on school time, and without loss of pay or benefits, if the employee is on pay status.

Section 19.3.7

The time limits provided in the grievance procedure shall be strictly observed unless extended by written mutual consent of the parties. Failure by the grievant/Association to proceed with the grievance within the timelines will result in the dismissal of the grievance. Failure of the District to take the required action within the timelines will entitle the grievant or Association to proceed to the next step of the grievance procedure.

Section 19.3.8

Notwithstanding the expiration of this Agreement, any grievance arising hereunder will be processed through the grievance procedure until resolution.

ARTICLE 20 – DUES DEDUCTIONS AND REPRESENTATION FEES

Section 20.1

Upon receiving notice from the LWESP or Washington Education Association (WEA) of the employee's authorization, the District shall make a payroll deduction for Association dues and assessments. The employee's authorization and dues deductions shall remain in effect from year to year unless written revocation is provided to the WEA, signed by the employee, and the Association provides notice to the District.

Section 20.2

Based upon the established annual rate, the deductions shall be made in twelve (12) equal amounts from each paycheck beginning with the pay period in September through the pay period in August for each contract year. Deductions authorized after the September payroll shall be based upon a prorated share of the balance remaining from the current annual rate and shall continue at the established annual rate in the following years.

Section 20.3

Each month the District will send directly to the Washington Education Association (WEA) or designee all monies deducted from employee pay warrants for dues and assessments accompanied by a list of names of those employees from whose warrants the deductions have been made.

Section 20.4

The Association will indemnify, defend and hold the District harmless against any claims made against and any suit instituted against the District resulting from the District's correct implementation of the provisions 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 20.1

~~All employees in the bargaining unit shall, as a condition of employment, on or before thirty (30) days from the first day of work or the effective date of this Agreement, whichever is later, become a member of the Association or pay an amount equivalent to the regular dues of the Association including local, state and national dues.~~

Section 20.2

~~Membership shall continue in effect from year to year unless a request for revocation is submitted to the District and the Association signed by the employee between August 1 and September 1 of the designated school year for which revocation is to take effect.~~

Section 20.3

~~The employer shall enforce this provision by deducting from the employee's salary, each pay period, the dues required of membership, or for non members thereof, a representation fee equivalent to such dues.~~

Section 20.4

~~An employee objecting to the representation fee based upon bona fide religious tenets or teachings of a church or religious body shall notify the Association and the Employer of such objection in writing. Upon the filing of such objection, the Employer shall not withhold the employee's representation fee unless it is determined by the Public Employees Relations Commission (PERC) that the employee does not have a bona fide religious objection. Should PERC determine that the employee has a bona fide religious objection, said employee shall pay an amount equal to the representation fee to a charitable organization agreed to by the Association and the employee. If such a mutual Agreement cannot be reached, PERC shall designate the charitable organization.~~

Section 20.5

~~The employer shall transmit the dues to the treasurer of the Association, or designee, each pay period.~~

ARTICLE 21 - MILEAGE

Employees authorized to use their own vehicle for Employer business shall be reimbursed for any mileage accrued while performing such work. Duties that fall on the employees' way home that do not vary from their normal commute will be provided work time to perform but will not be eligible for mileage.

ARTICLE 22 - WAIVER AND COMPLETE AGREEMENT

The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The Association voluntarily and unqualifyingly waives the right, and agrees that the District shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.

ARTICLE 253 - CONFORMITY TO LAW

Section 253.1

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 provisions 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.

Section 25.2

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 246 - EMPLOYEE EVALUATION

Section 264.1

Evaluation is a necessary process by which the performance of all employees in the LWSD is measured against a set criteria. It is intended to help staff members grow and develop as well as to ensure a high level of performance. The immediate supervisor will evaluate the performance of each employee in ~~his/her~~ the employee's current position each year using the agreed upon evaluation form attached in Appendix B. Additional evaluations will be completed at the request of either the supervisor or employee.

Section 264.2

It is expected that all employees' performance will be proficient or distinguished. Annual performance evaluations will be due by June 10 of each year for employees in positions of less than 260 days and by July 1st of each year for employees in positions of 260 days or more. Should the District fail to issue an employee a performance evaluation within this timeframe, such employee will be considered to be proficient for that evaluation period. Annual performance evaluations will include a review by the employee and supervisor of the employee's job duties in relation to the employee's job description. Bargaining unit members shall not write the evaluation of other members or be present at the evaluation conference of other members. At any time during the school/work year, if an assigned supervisor administrator/supervisor is concerned that an employee is not performing at a proficient level, the assigned supervisor administrator/supervisor will discuss any performance difficulties with the employee and state the performance expectations. The performance evaluation will be discussed privately with the assigned supervisor administrator/supervisor. Performance concerns cannot be used to mark an employee less ~~than~~ than proficient if these performance concerns were not discussed with the employee and the employee was not given ample time to improve prior to the annual performance evaluation conference.

Section 264.3

Evaluations noting ~~Distinguished~~, Improvement Needed, and/or Unsatisfactory performance levels must be accompanied by written comments. Employees rated less than proficient will be provided a written plan of improvement ~~written growth plan~~ that includes the specific areas of needed improvement, specific expectations for different behavior and/or performance, resources and assistance to be provided to help the employee improve in the areas identified, a reasonable timeline for the plan of improvement ~~performance growth plan~~, regular feedback on improvement or lack thereof in the specific areas identified in the plan as needing improvement, and the consequences for failure to sufficiently improve. A "reasonable" timeline will be such that the employee has time and opportunities to demonstrate the skills needed to perform the essential job responsibilities.

Section 264.4

A copy of the employee's evaluation will be given to the employee and one copy will become part of the employee's personnel file.

ARTICLE 25 – SPLIT ASSIGNMENT EMPLOYEES

"Split Assignment Employees" are defined for purposes of this Section as regular part-time employees who perform LWESP bargaining unit work and work in another bargaining unit, under the jurisdiction of another union. For example, an employee may regularly work four hours per day as a School Office Professional (LWESP bargaining unit work) and one hour per day as a Special Education Para Educator (work outside the LWESP bargaining unit).

"Majority Union" is defined for purposes of this Section as the union whose bargaining unit work constitutes the majority of an employee's split assignment.

Split Assignment Employees performing LWESP bargaining unit work shall be entitled to the rights and benefits of this Agreement for the LWESP bargaining unit work they perform for the District. In cases of investigations, allegations of misconduct, and possible discipline, if allegations of misconduct arise relating to a Split Employee's work in the LWESP bargaining unit, this Agreement will control and LWESP will represent the employee in the handling of such allegations. If there is not a clear nexus between the allegations and to either of the employee's split assignments and if LWESP is the Majority Union, LWESP will represent the employee.

Split Assignment Employees will be subject to the Majority Union's provisions for training and employee evaluation. For example, if the majority of a Split Assignment Employee's hours are as a School Office Professional, the employee's total hours will be applied to the number of Discretionary Leave days available to the Split Assignment Employee under this Agreement. Similarly, sick leave will be granted based on the Split Assignment Employee's total (combined Instructional Assistant and School Office Professional) hours. Training required to perform essential job responsibilities, such as Health Room Office Professional responsibilities, will be provided to the Split Assignment Employee even if said employee works fewer hours as a Health Room Office Professional than in another bargaining unit position(s). If a Split Assignment Employee has an equal number of hours in two bargaining units, the employee will choose which bargaining unit's provisions shall apply.

The District shall provide the Association, consistent with Section 4.9 of this Agreement, with the opportunity to meet with Split Employees who are assigned to perform LWESP bargaining unit work. The District shall inform the WEA UniServ Council or designee, consistent with Section 4.9 of this Agreement, of Split Assignment Employees performing LWESP bargaining unit work. The Association and District shall fulfill their respective obligations as set forth in Article 20 as they apply to Split Employees.

The District shall be responsible for tracking the step increase wage level on the LWESP negotiated salary schedule (Appendix A) for each Split Assignment Employee performing bargaining unit work. The District shall conduct an increment review each June and credit each Split Assignment Employee who performed bargaining unit work with one year of experience, which shall apply to the employee's placement on the LWESP negotiated salary schedule, hourly rate of pay, and any other relevant provisions of this Agreement for the following school year. Each year of experience so credited shall count toward a Split Assignment Employee's seniority within the LWESP bargaining unit.

ARTICLE 263 - DURATION

Section 236.1

Upon ratification, this Agreement shall remain in full force and effect from September 1, ~~2016~~ 2019 through August 31, ~~2019~~ 2022.

Section 236.2

Not fewer than sixty (60) days prior to August 31, ~~2019~~ 2022, the parties shall meet for the purpose of negotiating a ~~new Agreement~~ successor Agreement.

ARTICLE 274 - STATUS OF AGREEMENT

Section 247.1

~~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~~ This Agreement may be amended or modified only with the mutual consent of the parties.

Section 247.2

This Agreement will supersede any rules, regulations, policies or resolutions of the District which are contrary to or inconsistent with its expressed terms.

LAKE WASHINGTON EDUCATIONAL
SUPPORT PROFESSIONALS

03/10/2017
Dated _____

By [Signature]
President

By [Signature]

By Patricia Gohl

By [Signature]

By Elizabeth A. Warr

By [Signature]

LAKE WASHINGTON SCHOOL DISTRICT
No. 414 BOARD OF DIRECTORS

02/13/17
Dated _____

By [Signature]
School Board Chairperson

By [Signature]
School Superintendent

Appendix A1

Lake Washington Educational Support Professionals 2016-2017

EFFECTIVE: September 1, 2016

SALARY RANGE	JOB TITLE	POSITION CODE	YEARS		
			0-5	6-10	11+
0	Clerical Assistant	O*0A	\$14.14	\$15.40	\$16.52
1	Accounting Technician I Office Assistant	O*1T O*1A	\$18.86	\$20.10	\$21.22
2	Receptionist Administration Secretary I	O*2R O*2S	\$19.46	\$20.70	\$21.84
3	School Secretary Data Processors Library Catalogers Health Room	O*3S O*3D O*3L O*3H	\$20.53	\$21.78	\$22.90
4	Office Manager I Administration Secretary II Accounting Technician II Middle School VP Assistant	O*4M O*4S O*4T O*4A	\$21.46	\$22.70	\$23.83
5	Office Manager II Administration Secretary III Accounting Technician III	O*5M O*5S O*5T	\$23.44	\$24.68	\$25.81
6	Administration Secretary IV	O*6S	\$24.84	\$26.08	\$27.21

In addition to the compensation reflected on the salary schedule an employee will receive an additional twenty five (25) cents per hour upon completing fifteen (15) years of bargaining unit service and an additional twenty five (25) cents per hour, for a total of fifty (50) cents an hour, upon completing twenty (20) years of bargaining unit service.

An employee who retires or separates service with at least three (3) years of service in the bargaining unit and is rehired as an educational support professional substitute within three (3) years of retirement or separation shall be paid at the entry level rate for salary range three (3), or the substitute rate, whichever is higher. (See section 6.3)

Appendix A

Lake Washington Educational Support Professionals 2019-2020

EFFECTIVE: September 1, 2019

APPENDIX A Lake Washington Educational Support Professionals 2019-20 DRAFT

APPROVED:
EFFECTIVE:

SALARY RANGE	JOB TITLE	POSITION CODE	YEARS								
			1-2	3-4	5-6	7-8	9-10	11-14	15-17	18-20	21+
0	Clerical Assistant	O*0A	\$17.83	\$18.33	\$18.83	\$19.33	\$19.83	\$20.33	\$20.83	\$21.33	\$22.33
1	Accounting Technician I Office Assistant	O*1T O*1A	\$23.78	\$24.28	\$24.78	\$25.28	\$25.78	\$26.28	\$26.78	\$27.28	\$28.28
2	Receptionist Administrative Professional I	O*2R O*2S	\$24.55	\$25.05	\$25.55	\$26.05	\$26.55	\$27.05	\$27.55	\$28.05	\$29.05
3	School Office Professional Data Processors Library Catalogers Health Room Office Professional	O*3S O*3D O*3L O*3H	\$25.88	\$26.38	\$26.88	\$27.38	\$27.88	\$28.38	\$28.88	\$29.38	\$30.38
4	Office Manager I Administrative Professional II Accounting Technician II Middle School AP Assistant	O*4M O*4S O*4T O*4A	\$27.06	\$27.56	\$28.06	\$28.56	\$29.06	\$29.56	\$30.06	\$30.56	\$31.56
5	Office Manager II Administrative Professional III Accounting Technician III	O*5M O*5S O*5T	\$29.57	\$30.07	\$30.57	\$31.07	\$31.57	\$32.07	\$32.57	\$33.07	\$34.07
6	Administrative Professional IV	O*6S	\$31.33	\$31.83	\$32.33	\$32.83	\$33.33	\$33.83	\$34.33	\$34.83	\$35.83

Note:

An employee who retires or separates service with at least three (3) years of service in the bargaining unit and is rehired as an educational support professional substitute within three (3) years of retirement or separation shall be paid at the entry level rate for salary range three (3), or the substitute rate, whichever is higher. (See section 6.3)

Appendix A2

Lake Washington Educational Support Professionals 2017-2018

EFFECTIVE: September 1, 2017

SALARY RANGE	JOB TITLE	POSITION CODE	YEARS		
			0-5	6-10	11+
0	Clerical Assistant	O*0A	\$14.42	\$15.71	\$16.85
1	Accounting Technician I Office Assistant	O*1T O*1A	\$19.24	\$20.50	\$21.64
2	Receptionist Administration Secretary I	O*2R O*2S	\$19.85	\$21.11	\$22.28
3	School Secretary Data Processors Library Catalogers Health Room	O*3S O*3D O*3L O*3H	\$20.94	\$22.22	\$23.36
4	Office Manager I Administration Secretary II Accounting Technician II Middle School VP Assistant	O*4M O*4S O*4T O*4A	\$21.89	\$23.15	\$24.31
5	Office Manager II Administration Secretary III Accounting Technician III	O*5M O*5S O*5T	\$23.91	\$25.17	\$26.33
6	Administration Secretary IV	O*6S	\$25.34	\$26.60	\$27.75

In addition to the compensation reflected on the salary schedule an employee will receive an additional twenty five (25) cents per hour upon completing fifteen (15) years of bargaining unit service and an additional twenty five (25) cents per hour, for a total of fifty (50) cents an hour, upon completing twenty (20) years of bargaining unit service.

An employee who retires or separates service with at least three (3) years of service in the bargaining unit and is rehired as an educational support professional substitute within three (3) years of retirement or separation shall be paid at the entry level rate for salary range three (3), or the substitute rate, whichever is higher. (See section 6.3)

Appendix A3

Lake Washington Educational Support Professionals 2018-2019

EFFECTIVE: September 1, 2018

SALARY RANGE	JOB TITLE	POSITION CODE	YEARS		
			0-5	6-10	11+
0	Clerical Assistant	O*0A	\$14.71	\$16.02	\$17.19
1	Accounting Technician I Office Assistant	O*1T O*1A	\$19.62	\$20.91	\$22.07
2	Receptionist Administration Secretary I	O*2R O*2S	\$20.25	\$21.53	\$22.73
3	School Secretary Data Processors Library Catalogers Health Room	O*3S O*3D O*3L O*3H	\$21.36	\$22.66	\$23.83
4	Office Manager I Administration Secretary II Accounting Technician II Middle School VP Assistant	O*4M O*4S O*4T O*4A	\$22.33	\$23.61	\$24.80
5	Office Manager II Administration Secretary III Accounting Technician III	O*5M O*5S O*5T	\$24.39	\$25.67	\$26.86
6	Administration Secretary IV	O*6S	\$25.85	\$27.13	\$28.31

In addition to the compensation reflected on the salary schedule an employee will receive an additional twenty five (25) cents per hour upon completing fifteen (15) years of bargaining unit service and an additional twenty five (25) cents per hour, for a total of fifty (50) cents an hour, upon completing twenty (20) years of bargaining unit service.

An employee who retires or separates service with at least three (3) years of service in the bargaining unit and is rehired as an educational support professional substitute within three (3) years of retirement or separation shall be paid at the entry level rate for salary range three (3), or the substitute rate, whichever is higher. (See section 6.3)

Appendix B

Lake Washington School District

Secretarial/Accounting Educational Support Professional

Performance Evaluation

Employee:

Job Title:

Evaluation Period: From to

School/Department:

Directions:

1. Place a checkmark in the appropriate square.
2. Comments are required to justify "Improvement Needed" and "Unsatisfactory" and "~~Distinguished~~" performance levels.
3. To summarize your evaluation of the employee's performance level, use the Supervisor's Summary Comments at the conclusion of document.
4. Offer Employee the opportunity to comment in space provided at conclusion of document.
5. Signatures of both Supervisor and Employee are required.
6. *Optional* – Employee may elect to complete the Career Goals and Objectives plan.
7. Check one (1) box in each row.

Legend for Performance Levels:

Unsatisfactory	Does not meet job requirements—growth plan required
Improvement Needed	Lacks proficiency—growth plan needed
Proficient	Skilled and knowledgeable
Distinguished	Exemplary—consistently exceeds job requirements

Note: "Improvement Needed" and "Unsatisfactory" and "~~Distinguished~~" performance levels require comments.

Confidential:

The information supplied in this evaluation will be held in strict confidence and will be available only to direct-line administrators and/or the Superintendent's Office.

SKILLS

Communication

Listens effectively, speaks understandably, and writes clearly.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not listen.	<input type="checkbox"/> Sometimes listens.	<input type="checkbox"/> Listens effectively.	<input type="checkbox"/> Listens effectively, demonstrates understanding, clarifies meaning for others, and provides feedback.
<input type="checkbox"/> Does not speak understandably.	<input type="checkbox"/> Sometimes speaks understandably.	<input type="checkbox"/> Speaks with clarity.	<input type="checkbox"/> Speaks with clarity and is able to communicate with a diverse audience.
<input type="checkbox"/> Does not write clearly.	<input type="checkbox"/> Sometimes writes clearly.	<input type="checkbox"/> Writes clearly.	<input type="checkbox"/> Writes clearly and concisely at the level of understanding of the diverse audience.

Comments:

SKILLS

Critical Thinking

Demonstrates problem solving, appropriate judgement and decision making skills, and is open to new ideas, anticipates needs, and provides creative, resourceful solutions.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not demonstrate problem solving abilities.	<input type="checkbox"/> Sometimes demonstrates problem solving abilities.	<input type="checkbox"/> Recognizes and defines the problem, finds a process, and selects appropriate action(s).	<input type="checkbox"/> Demonstrates a broad understanding of the problem solving processes. Achieves a high degree of success in reaching solutions and implementation.
<input type="checkbox"/> Does not make decision(s) without additional assistance.	<input type="checkbox"/> Sometimes takes initiative in making decision(s).	<input type="checkbox"/> Takes initiative to make decisions, completes tasks, displays original thinking.	<input type="checkbox"/> Demonstrates a high degree of decision making techniques.
<input type="checkbox"/> Does not think creatively, and does not generate new ideas.	<input type="checkbox"/> Sometimes thinks creatively and is open to new ideas.	<input type="checkbox"/> Displays original thinking and generates new ideas and alternatives.	<input type="checkbox"/> Generates creative ideas that are of significant value. Helps to implement new ideas.

Comments:

Customer Service

Understands and satisfies customer needs. **Note:** Customers may include, but are not limited to, students, fellow employees and others persons inside and outside of the school district.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not understand customer needs.	<input type="checkbox"/> Sometimes understands customer needs.	<input type="checkbox"/> Demonstrates a broad understanding of customer needs.	<input type="checkbox"/> Consistently identifies and defines customer needs.
<input type="checkbox"/> Does not provide customer service.	<input type="checkbox"/> Sometimes provides customer service.	<input type="checkbox"/> Provides quality customer service. Follows through.	<input type="checkbox"/> Consistently achieves a high degree of customer satisfaction.

Comments:

Interpersonal Relations

Treats all people with respect, dignity, and fairness. Is considerate of others, works effectively in teams, supports team decisions and aids in implementation, seeks assistance from others and shares expertise.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not treat people with respect, dignity and fairness.	<input type="checkbox"/> Sometimes treats people with respect, dignity and fairness.	<input type="checkbox"/> Treats all people with respect, dignity and fairness.	<input type="checkbox"/> Consistently treats people with respect, dignity and fairness.
<input type="checkbox"/> Does not actively cooperate with team members, or support team decisions.	<input type="checkbox"/> Sometimes cooperates and shows support for team decisions.	<input type="checkbox"/> Cooperates actively with team members and supports team decisions. Encourages others to participate.	<input type="checkbox"/> Consistently encourages others to participate in team decisions. Shows leadership in team decisions. Effective at improving inter-personal relations.
<input type="checkbox"/> Does not seek assistance from others or share ideas.	<input type="checkbox"/> Sometimes seeks assistance from others. Reluctant to consider ideas and input from others.	<input type="checkbox"/> Considers ideas and input of others. Shares expertise and is willing to ask for assistance.	<input type="checkbox"/> Consistently supports team ideas and decisions. Shares expertise and is willing to ask for assistance.

Comments:

KNOWLEDGE

Policies and Procedures

Understands appropriate policies and procedures related to assigned job.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not understand policies and procedures related to assigned job.	<input type="checkbox"/> Sometimes understands policies and procedures related to assigned job.	<input type="checkbox"/> Understands policies and procedures related to assigned job.	<input type="checkbox"/> Understands and incorporates appropriate policies and procedures related to assigned job.
<input type="checkbox"/> Does not follow policies and procedures related to assigned job.	<input type="checkbox"/> Sometimes follows policies and procedures related to assigned job.	<input type="checkbox"/> Follows policies and procedures related to assigned job.	<input type="checkbox"/> Consistently follows and assists in updating policies and procedures related to assigned job.
<input type="checkbox"/> Does not follow District policies and procedures.	<input type="checkbox"/> Sometimes follows District policies and procedures.	<input type="checkbox"/> Follows District policies and procedures.	<input type="checkbox"/> Consistently follows District policies and procedures.

Comments:

Technical

Demonstrates technical/practical knowledge and applies skills and expertise needed to perform the assigned job.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not demonstrate technical expertise and practical knowledge and skills needed for the job.	<input type="checkbox"/> Sometimes demonstrates technical expertise and practical knowledge and skills needed for the job.	<input type="checkbox"/> Demonstrates technical expertise and practical knowledge and skills needed for the job.	<input type="checkbox"/> Consistently demonstrates technical expertise and practical knowledge needed for the job.

Comments:

Duties and Responsibilities

Performs thoroughly, accurately, and meets job expectations.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not perform duties and responsibilities that meet job expectations.	<input type="checkbox"/> Sometimes performs duties and responsibilities that meet job expectations.	<input type="checkbox"/> Performs duties and responsibilities that meet job expectations.	<input type="checkbox"/> Consistently performs duties and responsibilities that meet and exceed job expectations.
<input type="checkbox"/> Does not produce thorough and accurate work.	<input type="checkbox"/> Sometimes produces thorough and accurate work.	<input type="checkbox"/> Produces thorough and accurate work.	<input type="checkbox"/> Consistently produces a high quality work product.
<input type="checkbox"/> Does not meet timelines and/or complete tasks on schedule.	<input type="checkbox"/> Sometimes meets timelines and completes tasks on schedule.	<input type="checkbox"/> Meets timelines and completes tasks on schedule.	<input type="checkbox"/> Consistently meets and exceeds timelines and completes tasks on schedule.

Comments:

ATTRIBUTES

Attitude

Exhibits a positive “can do” approach to tasks.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Does not demonstrate a positive attitude.	<input type="checkbox"/> Sometimes demonstrates a positive attitude.	<input type="checkbox"/> Demonstrates a positive attitude on a daily basis.	<input type="checkbox"/> Consistently supports others through positive verbal and non-verbal communication.
<input type="checkbox"/> Resists new ideas.	<input type="checkbox"/> Sometimes reluctant to consider new ideas.	<input type="checkbox"/> Supports new ideas.	<input type="checkbox"/> Initiates and supports new ideas.
<input type="checkbox"/> Does not handle stressful situations objectively.	<input type="checkbox"/> Sometimes has difficulty handling stressful situations objectively.	<input type="checkbox"/> Maintains objectivity with immediate, stressful/difficult situations.	<input type="checkbox"/> Consistently maintains objectivity with immediate, stressful difficult situations.

Comments:

Flexibility

Accommodates and adapts to change.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Resists change in work environment	<input type="checkbox"/> Seldom offers to assist in implementation of change	<input type="checkbox"/> Adapts to change in work environment. Offers to assist in implementation of change.	<input type="checkbox"/> Consistently supportive of change and helps bring about. Takes initiative to implement change and share new ideas
<input type="checkbox"/> Resists sharing workload	<input type="checkbox"/> Sometimes volunteers to share workload	<input type="checkbox"/> Demonstrates willingness to share workload	<input type="checkbox"/> Consistently shares workload and develops a sense of team.

Comments:

Initiative

Seeks and follows through on assignments.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Requires constant direction to complete assigned work.	<input type="checkbox"/> Sometimes requires direction to complete assigned work.	<input type="checkbox"/> Demonstrates initiative to complete work and achieves goals.	<input type="checkbox"/> Seeks new responsibilities that are challenging and difficult.

Comments:

Professional Growth and Development

Seeks and demonstrates continuous self-improvement.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Unwilling to acquire new job skills	<input type="checkbox"/> Requires direction to acquire new, or upgrade current job skills	<input type="checkbox"/> Seeks to acquire new skills and upgrade current skills	<input type="checkbox"/> Consistently seeks to acquire new skills and new responsibilities
<input type="checkbox"/> Has difficulty identifying and setting goals	<input type="checkbox"/> Sometimes sets goals	<input type="checkbox"/> Sets and works to attain appropriate goals	<input type="checkbox"/> Consistently attains goals and seeks new ones
<input type="checkbox"/> Does not learn from mistakes	<input type="checkbox"/> Sometimes learns from mistakes	<input type="checkbox"/> Learns from mistakes	<input type="checkbox"/> Learns from mistakes and continues to demonstrate self improvement

Comments:

Professional Responsibilities

Attendance, Punctuality, Safety and Confidentiality.

Unsatisfactory	Improvement Needed	Proficient	Distinguished
<input type="checkbox"/> Is not present on a regular basis which impacts responsibilities of colleagues	<input type="checkbox"/> Frequent absences negatively impact job performance	<input type="checkbox"/> Regularly attends work	<input type="checkbox"/> Consistently attends work maintaining professional responsibilities
<input type="checkbox"/> Consistently does not adhere to assigned hours	<input type="checkbox"/> Frequently does not adhere to assigned hours	<input type="checkbox"/> Regularly adheres to assigned hours	<input type="checkbox"/> Consistently adheres to assigned hours
<input type="checkbox"/> Does not foresee unsafe situations/hazards on job	<input type="checkbox"/> Does not communicate unsafe situations/hazards to appropriate supervisor in a timely manner	<input type="checkbox"/> Recognizes, communicates and avoids unsafe situations/hazards on job	<input type="checkbox"/> Takes a leadership role in proactively creating a safe workplace
<input type="checkbox"/> Seldom maintains confidentiality	<input type="checkbox"/> Sometimes inappropriately shares confidential information	<input type="checkbox"/> Maintains confidentiality	<input type="checkbox"/> Demonstrates a high degree of confidentiality

Comments:

Supervisor's Summary Comments:

Employee's Comments:

Signatures: *Signature does not necessarily imply the employee agrees with the preceding report, but only that he or she has seen and discussed it with the evaluator/supervisor.*

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Appendix C

LWESP Office Professionals Mentor Program

Since September 1995, the Lake Washington School District, through its Classified Staff Professional Learning Program, has supported the LWESP Office Professionals Mentor Program, as outlined in Section 7.6.2.

Purpose:

The program is designed to provide assistance to all new LWESP Office Professionals with support from an experienced LWESP Office Professional.

Commitment:

A two-year support commitment is made to each Mentor/Protégé team. During the first year, a maximum of 6 days (48 hours) per team of release time and/or per diem is supported. During the second year, a maximum of 2 days (16 hours) per team is supported. The days may be a combination of release time and extra pay at per diem rate. In compliance with state and federal regulations, employees shall be compensated at time and half for any hours over a regular 40-hour week.

Support Areas:

The following categories have been identified as common areas protégés may need guidance from mentors:

- | | |
|---------------------------------|-----------------------------------|
| o Payroll | o Problem solving |
| o Budget | o Conflict resolution |
| o Purchase orders | o Communication (intra/inter) |
| o Substitute coordination | o Work calendar(s) |
| o Technology | o Office organization and systems |
| o District processes/procedures | o Opening/Closing school |

Other information:

Mentor/Protégé teams should use the Meeting Log form (attached) each time they meet to indicate the topic and to track the number of hours of support provided.

Release time is reported via a Release Time Request and approval form.

Per diem/Overtime is reported via an Extra Pay Record.

Please submit the Release Time form or Extra Pay Record, accompanied by a completed meeting log form, to Classified Professional Learning at the Resource Center for processing.

If, at any time, you have questions regarding this program, please contact the LWSD Professional Learning Office. Email: classproflearn@LWSD.org Phone: 425-936-1434

LWESP Office Professionals Support Program Meeting Log

Year _____

Mentor _____ Protégé _____

DATE	TIME SPENT	ACTIVITY/COMMENTS

**Memorandum of Agreement
Between
the Lake Washington School District
and the
Lake Washington Education Support Professionals**

WHEREAS the Lake Washington Education Support Professionals (“LWESP”) and the Lake Washington School District (“District”) place a high importance on the social emotional health and wellbeing of our students and the value of equity and inclusion;

WHEREAS the Lake Washington School District reminds our school community of what is important:

- 4 – Four Learning Communities**, all important, all working to adapt to growth and change.
- 1 – One School District** – One Focus – helping students graduate ready for their future.
- 4 – For All Kids** – All kids feeling important, included, recognized and connected.;

WHEREAS office support professionals represented by LWESP who are assigned to work in schools (“school-based employees”) are an integral part of their school community and the greater Lake Washington School District community;

WHEREAS school-based employees work directly with students and are part of a school team working to support student success and wellbeing; and

WHEREAS the State has promulgated rules, effective September 1, 2019 related to student discipline;

WHEREAS the District is in the process of a multi-year implementation of a Positive Behavior Intervention System (PBIS) designed and intended to support students and create conditions to optimize student wellbeing and learning;

WHEREAS the parties desire to support all staff in understanding and implementing their schools’ PBIS system, as well as the State’s new rules, and the District’s response to same;

THEREFORE, the parties agree as follows:

1. Consistent with current Sections 3.6 through 3.8.2 of the parties Agreement, school-based employees will be trained on their school’s terms, definitions and protocols related to student discipline and corrective action, including but not limited to: What constitutes “exclusion” and a “brief duration”, Which staff are responsible for escorting a student to the office, and Who is responsible for supervising a student during an exclusion and a non-exclusion.
2. School-based employees in Positive Behavior Intervention and Supports (PBIS) schools and schools phasing in PBIS, will be trained on their school’s use of PBIS, including but not limited to the school’s common expectations, and tiered responses to behavior. School-based employees in schools that have not yet implemented PBIS will be trained in their school’s common expectations and systems. Whenever possible, school-based staff will attend training with their building colleagues. When such is not possible, training will occur consistent with Sections 3.6.1, 3.6.2 and 3.6.4 of the parties’ collective bargaining agreement. For the 2019-20 school year, such training will occur no later than thirty (30) calendar days after ratification of the successor agreement to the contract that expired on August 31, 2019.
3. By October 1 of each school year, the building administration at each school will inform school-based employees of the plan for identifying and communicating who the principal’s designee is when the principal is out of the building and provide school-based employees the opportunity for questions and

discussion regarding the plan. Updates will be provided to school-based employees in advance of changes to the school's plan.

4. Decisions regarding the administration of student discipline shall not be the responsibility of LWESP employees. Neither shall LWESP employees be responsible for notifying parents or guardians, or providing explanations, details or rationale for the exclusion or discipline of a student.
5. Because the District is in the process of a multi-year implementation of PBIS, the parties will dedicate a meeting at least once a year to discuss the PBIS program. The Association President, WEA representative, Associate Director of Human Resources – Classified Staff, and Associate Superintendent – Student & Community Services, and the Director of Student Services will attend, and any others mutually agreed to by the parties.


NOTE: Association's understanding of classroom exclusion and LWESP employees' role

The parameters for determining what constitutes a classroom exclusion (e.g., what is a "brief duration") is delegated to school administration.


A classroom exclusion is not the same as a suspension or an expulsion; these trigger additional rules for certificated instructional and certificated supervisory staff. We are not aware of new notification requirements being made on LWESP members as it relates to notifying parents or guardians in student suspension or expulsion situations.

Tentative Agreement

For the Association


Date 1/24/2020

For the District


Date 1/24/2020

Lake Washington School District

RECLASSIFICATION REVIEW REQUEST

To Employees: Complete this form if you want to request a review of your position to determine whether it should be reclassified. Be sure to read the Guide to Completing the Reclassification Review Request. Keep a copy of the form and any attachments for your records, and give these completed documents to your supervisor to review between November 1 and by January 16. Your supervisor must submit the entire packet to Human Resources, the LWESP President or designee, and the employee for review by February 1.

Additional Information: Attach extra pages to provide any other information you believe will be helpful in understanding the job duties assigned to your position. The entire packet you submit (meaning this form and any attachments), should be no longer than ten pages.

To Supervisors: Review the employee's statements and complete the "Supervisor Review" section. Send the completed form to human resources, LWESP President or designee, and the employee within 15 calendar days of receipt, but no later than February 1. If you disagree with any of the employee's statements, please discuss the Reclassification Review Request with the employee.

Date Received
Employee's Supervisor
Human Resources

Employee Name: Last, First	Telephone	E-mail Address
Department/Location		Work Days and Work Hours if other than Monday through Friday, 8 a.m. to 5 p.m.
Supervisor Name and Title	Telephone	E-mail Address
Current Classification/ Job Title	Working Title (if different from current classification title)	
FOR HUMAN RESOURCE OFFICE USE ONLY:		
Decision: Y / N		New Classification Title:
		Effective Date:

- 1. Main Job Duties:** Describe your major duties (those which take at least 5% of your work week to perform). *Attach additional sheets if necessary*

Job Duties	% Time	Check if outside job classification & specify how long you've had these duties
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>

*(Omission of % of time information could result in delay of review.)

2. Knowledge & Technical Skills: Provide some examples of knowledge and technical skills applicable to your position.

3. Problem Solving:

A. Does your job involve problem solving in which you must consider and synthesize numerous variables? If so, provide some examples.

B. In your job, what degree of independence do you have in creative problem solving and deciding on a course of action? Provide some examples.

C. Please describe the training and experience you draw upon to do the kinds of complex and creative problem solving that you described above,

D. Please describe the extent to which your position requires time management skills and the ability to establish and balance priorities.

4. Direction of the Work of Others:

- A. In your job, to what extent are you required to direct the work of others, and to what extent are you responsible for that work being accomplished?

People Whose Work You Direct:

Name: _____ Title: _____
FTE (Full Time Equivalent): ☐ Permanent ☐ Temporary ☐ Seasonal
What is the nature of the work performed by this person that you direct?

Name: _____ Title: _____
FTE (Full Time Equivalent): ☐ Permanent ☐ Temporary ☐ Seasonal
What is the nature of the work performed by this person that you direct?

Name: _____ Title: _____
FTE (Full Time Equivalent): ☐ Permanent ☐ Temporary ☐ Seasonal
What is the nature of the work performed by this person that you direct?

Name: _____ Title: _____
FTE (Full Time Equivalent): ☐ Permanent ☐ Temporary ☐ Seasonal
What is the nature of the work performed by this person that you direct?

5. Impact on the Organization

- A. To what extent does what you do or not do impact the organization, students and/or employees? Please give examples.
- B. To what extent does what you do or not do influence public perceptions of the organization? Please give examples.
- C. To what extent do the decisions you make in this position create risk for the organization? Please give examples.

At which job title (as reflected in Appendix A of the Collective Bargaining Agreement) do you believe your current position should be classified, and why? In answering this question, you should provide any

additional information that you believe should be considered in the review of your position. (Add additional pages as necessary.)

6. Employee Review:

The information I have provided is accurate and complete to the best of my knowledge and belief:

Employee Signature

Date

7. Supervisor Review:

The information on the Reclassification Review Request is accurate and complete to the best of my knowledge and belief. ☐ Yes ☐ No

If you do not agree with any of the information on the Reclassification Review Request, please explain why below, or attach additional page(s).

Please describe the level of supervision you exercise over this position:

Please list examples of decisions that the employee is authorized to make without your prior review.

Add any additional information that you believe should be considered in the review of this position.

Supervisor's Signature

Date

Supervisor's Name (type or print)

Guide to Completing the Reclassification Review Request

Introduction

The purpose of the Reclassification Review Request is to collect information necessary to understand your position and compare it to existing job positions, to determine the proper classification for your position.

This guide has been designed to assist you with completing the Reclassification Review Request form. After you have completed the form, submit it (and any attachments) to your supervisor. The total packet (form and attachments) should be no more than ten pages.) The **earliest** you can submit the form to your supervisor is **November 1**; the **latest** you can submit it to your supervisor is **January 16**.

Your supervisor will review and complete the “Supervisor Review” section, sign the form and submit it to Human Resources, the LWESP President or designee, and you within 15 calendar days of receipt, but no later than February 1.

Submitting information that is as clear and complete as possible will help the LWESP/LWSD Reclassification Committee when they review your Reclassification request. Leaving any requested information out may result in a delay of your review.

For additional information on the Reclassification process, see Section 6.5 of the LWESP Collective Bargaining Agreement.

Suggested Approach to Completing Your Reclassification Review Request

It is suggested that you review:

- The Reclassification Review Request and this guide to familiarize yourself with the information that you will need to convey.
- Current, official job descriptions, including the job description for your own position, which your human resources office and the LWESP/LWSD Reclassification Committee will use to evaluate your request and to determine the appropriate classification for your position. Current, official job descriptions are available from Human Resources or from the LWESP President.
- Information about your position and duties that may be on file with your supervisor or in your personnel file, and/or information related to your performance evaluations. These sources are often good places to start your description of your job duties.

You may find it helpful to spend a small amount of time every day over several days or a couple of weeks to gather ideas and information you can use to complete your Position Reclassification Review Request. Take time at the outset to formulate some ideas. Then, on a daily basis, jot down thoughts and observations that will help you answer the form. Your daily notes may cause you to add items you hadn't thought of initially or revise those that you listed but later found to be different (e.g. percentage of time spent on an activity was really more than recorded at first). Once you feel you have enough information to create a clear and concise description of your position, finalize the form.

Reclassification Review Request Instructions

Each numbered instruction corresponds to the numbered sections on the Position Review Request form.

1. Main Job Duties

Describe the main job duties (those which take at least 5% of your work week to perform) assigned to your position beginning with the tasks that are most important or responsible. Try to group similar tasks together into major duties and, for each major duty, estimate the percent of time on a weekly basis that you devote to the task. If a duty is performed less frequently than on a weekly basis but it is an important job duty assigned to you, please include information about this as well. Describe any responsibilities for determining methods of work, or innovative or creative responsibilities that are part of the job.

Breaking a complex assignment down into its individual elements will make your job responsibilities clearer. See the following examples:

Avoid job responsibility statements like:

- I have responsibility for all of our department's budgets.

Instead describe tasks:

- I maintain all of our department's purchasing and payroll records for both state funds and grants and contracts.
- I review all purchase requests for compliance with agency/institution and funding agency policy. I review any problem requests with the purchaser to ensure that all expenditures comply with applicable policies and regulations.

In the right hand columns indicate the **% of time** each duty requires. Check those duties which you believe fall **outside your current job classification and specify how long you have performed these duties**.

2. Knowledge & Technical Skills

List examples of specific technical skills and knowledge that are needed in the position.

3. Problem Solving

Complete according to instructions on the form.

Section A focuses on whether you must assess and integrate a number of variables as you are deciding how to proceed with a task or project, or how handle a situation.

Section B focuses on whether, and to what extent, the job entails creative problem solving for deciding on a course of action (as opposed to work where you follow set steps or processes and that doesn't call for problem solving). Section B also focuses on whether, and to what extent, there is autonomy allowing you to choose a course of action (as opposed to needing to get approval).

Section C asks you to describe training and experience that guides you in doing the kinds of complex, creative, and independent problem solving that you described in Section B. You do not need to note general educational experience such as an associate's or a bachelor's degree unless it is a job requirement for the position that you believe is the best match for the work you perform. List any specific skills or competencies that are needed to perform your job.

Section D focuses on how much the position requires time management skills and being able to set and balance priorities.

4. Direction of the Work of Others

This section focuses on whether the position calls on you to direct the work of others, and has you identify those individuals and the position they hold in the organization and the nature of the work they perform that you direct.

5. Impact on the Organization

This section seeks information on the impact the work done in your position has on the District as a whole ("the organization").

Respond to the questions asked in Sections A through C, giving examples.

The last question helps the Reclassification Committee understand which position you believe better matches the work you do and why. To help you answer the last question, review the list of job titles in the LWESP Salary Schedule, which you will find in Appendix A of the collective bargaining Agreement. Think about which one seems to best match the work you do in your position. If it would help, review a copy of the current, official job description for other positions, which you can get from Human Resources or from the LWESP president.

Employee Review

Sign and date, indicating the information you have provided is accurate and complete to the best of your knowledge and belief.

Supervisor Review

The supervisor should carefully review the information provided on the Reclassification Review Request, fill out the supervisory review section, and ensure that the Review Request is submitted to the human resources office within 15 calendar days of receipt, but no later than February 1.

Appendix F

**Between the Lake Washington School District (LWSD)
and the Lake Washington Education Support Professionals (LWESP)**

Letter of Understanding

Epinephrine Autoinjectors and Nasal Spray Administration

The LWSD and the LWESP agree that new legislation has been passed concerning the use of epinephrine autoinjectors when not prescribed to a student and legend drug nasal spray and the use of legend drug nasal spray for students. The legislation is entitled Engrossed Senate Bill 5104 – Epinephrine Autoinjectors and Substitute House Bill 1541 – Administration of Nasal Spray.

The parties have an interest in complying with the law, establishing policy for implementation of the law, and in providing clear communication and guidance to employees and administrators.

Substitute House Bill 1541 – Administration of Nasal Spray

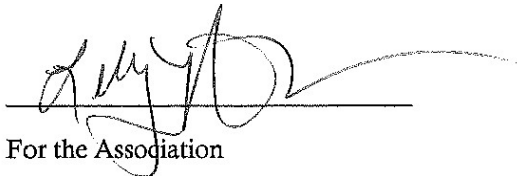
Currently, Board Policy governs the actions of employees in regards the administration of medications to students. The new legislation regarding nasal spray requires the School Board to adopt policy for the administration of nasal spray. Until promulgation of such policy, the current School District Policy and Procedures remain in place. Prior to implementation, new Board Policy and/or Procedures, if any, will be shared and discussed with the Association.

Engrossed Senate Bill 5104 – Epinephrine Autoinjectors

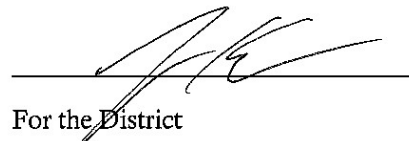
Currently, Board Policy governs the actions of employees in regards to the administration of medications to students. The new legislation regarding epinephrine autoinjectors (“epi pens”) requires OSPI to promulgate administrative regulations or guidance for implementation of the law. Thereafter, the School Board will adopt implementing policy. Until such actions, the current School District Policy and Procedures remain in place. Prior to implementation, new Board Policy and/or Procedures, if any, will be shared and discussed with the Association.

In order to provide a safe learning and working environment in our schools, time will be spent prior to the start of the school year to communicate and train employees on current legislative changes that affect employees’ duties and responsibilities.

UNDERSTOOD AND AGREED:


For the Association

7/25/16


For the District

7/25/16

NOTE: Updated

For the District JHE Date 1/23/2020

Note: New: Old “H” deleted

**Memorandum of Agreement
Between
the Lake Washington School District
and the
Lake Washington Education Support Professionals
related to ARTICLE 13 and Implementation of SEBB**

1. From September 1, 2019 through December of 2019, the District shall maintain current practices for implementing insurance coverage for Split Assignment Employees, as set forth in the parties' 2017 Memorandum of Agreement regarding Split Assignment Employees. The "premium holiday" in Section 13.1, above, shall be extended to Split Assignment Employees.
2. Effective January 1, 2020, Sections 13.1, 13.2 and 13.3 shall be replaced with the following:

Section 13.1 School Employees Benefits Board (SEBB) Program

The District shall pay the full portion of the employer contribution to the School Employees Benefit Board (SEBB) for insurance programs as adopted in the Statewide Collective Bargaining Agreement for all employees who meet the eligibility requirements outlined below. Employees shall pay their employee portion of SEBB insurance premiums as adopted by SEBB.

SEBB will implement the Statewide Collective Bargaining Agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

Benefits offered by the District through the SEBB will include but not be limited to:

- 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 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) should they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. As available through SEBB, employees will be able to utilize payroll deduction for any supplemental insurance in which they choose to enroll through SEBB (e.g. increased Life, AD&D, Long-term disability, etc.).

Section 13.1.1 Dependent Coverage

Legal spouses, state-registered domestic partners, children up to age 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 are dependents covered within the SEBB programs.

Upon moving to the new plan, should an employee have dependents who were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period up to 36 months. Such payments will be made through payroll deduction by the District and paid to the HCA for this purpose.

Section 13.1.2 Eligibility

Consistent with WAC 182-31-040, an employee is eligible for the employer contribution towards School Employees Benefits Board (SEBB) benefits and shall be offered SEBB benefits if they are

anticipated to work at least six hundred thirty hours per school year. Any change to legal eligibility rules will control.

The eligibility effective date for an employee shall be determined in accordance with SEBB rules and regulations.

All compensated hours in any position within the district during the school year shall count for purposes of establishing eligibility, in accordance with SEBB rules and regulations.

Eligibility of employees on unpaid leave status will be determined in accordance with SEBB rules and regulations, or, in the absence of applicable rules and regulations, on a case-by-case basis.

Section 13.1.3 Collaborative Review Process

The parties agree to the following:

- Meet on a regular basis to assess the impact of the transition to SEBB on staff;
- Problem solve around barriers or challenges to the transition;
- Reach mutual agreement on resolution to identified challenges or impacts;
- The District will provide the Association with information upon request,
- Review benefits eligibility and/or termination issues.

Section 13.1.4 Benefit Enrollment/Start

Benefit coverage for new employees will begin in accordance with WAC 182-31-040 or other SEBB rules or regulations.

Section 13.1.5 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 the SEBB eligibility criteria. If an employee does not meet SEBB eligibility criteria, the employee shall be offered benefits coverage beginning in the month following the establishment of eligibility.

Section 13.1.6 Benefit Termination

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive the benefits through the last day of the month in which the resignation is effective. An employee must complete his or her contract year in order to be eligible for summer benefits.

- For example, an employee whose contract work days continue through August 31 who resigns June 20, benefits terminate June 30.
- An employee whose contract work days continue through the end of the student year and who resigns at the end of the student year, benefits 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 retirement date end of June will have their benefits terminate at the end of June.

Section 13.1.7 Legislative Changes

If changes are made to state laws, rules or regulations governing elective benefits or SEBB insurance coverage, either party may request to meet to discuss through the collaborative review process.

Section 13.1.8 Additional Issues

With proof of insurance, an eligible employee may decline coverage through the SEBB and therefore not have any payments or premiums deducted from their pay for this purpose.

All of the provisions of Article 13 shall be interpreted consistent with applicable SEBB rules and regulations.

3. Effective for the duration of the successor agreement, Section 13.4 shall remain in effect and shall read as follows:


Section 13.4 Liability


The District will provide liability insurance coverage for employees against claims or damages brought against that employee for actions while the employee was acting within the scope of their employment.

4. Effective January 1, 2020, Section 13.5 shall be replaced with the following:

Section 13.5 Voluntary Benefits Advisory Committee

A joint benefits advisory committee will be composed of representation from all employee groups and appropriate central office administrators. LWESP shall have a minimum of one (1) representative, chosen by the LWESP President, on the committee. The committee will review voluntary insurance programs offered by the District, the premium schedules, and make recommendations for changes as allowed by SEBB rules and regulations.

 _____, Date 1/24/2020
For the Association Date

 _____, Date 1/24/2020
For the District Date

Appendix I

Note: New

Memorandum of Agreement

**Between
the Lake Washington School District
and the
Lake Washington Education Support Professionals**

The Lake Washington School District ("District") and Lake Washington Education Support Professionals ("Association") agree that the December 31, 2019 balance of medical insurance pool money, as provided for in Article 13 of the CBA between the Parties, will be applied to cover the premium cost of the Washington Paid Family Medical Leave program (PFML) for LWESP employees. The usage of the medical pool money is to cover the LWESP employee portion of the PFML premium coverage beginning January 1, 2020. The District will be responsible for its portion of the PFML premium.

The parties anticipate that there will be sufficient medical pool dollars to continue paying all or a portion of LWESP employees' PFML premiums past December 31, 2020. The District will report the remaining medical pool balance information to the Association prior to the 2020-21 Winter Break. If, after December 31, 2020, medical pool premium pool funds remain, the District will continue to use those funds to pay for the LWESP employee premium until the funds are exhausted and no funds remain to pay all or any portion of the employee portion of the premium. Once the funds are exhausted, LWESP employees and the District shall each be responsible for their portion of the premiums as established by law.

The District will notify the Association at least thirty (30) calendar days in advance of employees being responsible for any portion of the PFML premium and before being responsible for the entire employee portion of the PFML premium.

The District will notify the Association the total funds remaining in the self-insured vision insurance plan by January 10, 2021.

For the Association



Date 1/24/2020

For the District



Date 1/24/2020

Appendix J

Note: New

Memorandum of Agreement

**Between
the Lake Washington School District
and the
Lake Washington Education Support Professionals
related to Student Health, Safety and Support,
Growth in Enrollment, Service and Staffing,
and New State Immunization Rules for Students and Schools**

1. The parties will meet by April 30, 2020 to review the District's staffing model and staffing allocations, staffing needs and the parties' staffing agreements, and to advise the Association President of the timelines for the upcoming annual budget process.
 - a. Participants will be limited to five (5) representatives from the District and five (5) representatives from LWESP and appointed by the Association president. Adjustment to these representation numbers may occur as mutually agreed by the parties. The District will be represented by the Deputy Superintendent and a representative of Human Resources. The Association will be represented by the Association President or designee and a WEA staff person.
 - b. The meeting will be chaired by the Deputy Superintendent, who will collaborate in advance with the LWESP President or designee on the meeting agenda and any follow up actions as appropriate.
 - c. The meeting will occur during the workday. The District will provide release time for LWESP representatives and will cover related substitute costs, if any. Association leave will not be charged.
2. To ensure continuity, consistency, and dedicated staff to assist students in school health rooms, the Health Room Office Professional position is a six (6) hour position at elementary and middle school and a six and a quarter (6.25) hours position at the high school. This shall take effect with all new hires.
 - a. Carson, Einstein, McAuliffe, Mead, Rockwell, Rosa Parks, Smith Elementary Schools and Rose Hill Middle School currently employ more than one (1) employee to fill the six (6) hour Health Room Office Professional position for the school. The Health Room Office Professional position at all of these grandfathered schools will be filled by one (1) employee by the start of the start of the 2022-2023 school year.
 - b. If any Health Room Office Professional at the grandfathered schools leave their split assignment before that deadline, the six (6) hour position will be offered first to the remaining Health Room Office Professional at that site. If the remaining Health Room Office Professional does not elect to take the six (6) hour position, the remaining hours will be posted as a temporary position until the end of the contract year.
 - c. By the start of the next contract year, the position will be filled as a six (6) hour position by one (1) employee.
3. Effective with the 2019-20 school year, the work calendar for the Health Room Office Professional position at each school will increase by five (5) days for a total of 185 days each contract year. This is in consideration of the added responsibility of Health Room Office Professionals managing the collection of immunization records under the direction of the Health Services Specialist, as well as the added responsibility of assisting the Health Services Specialist in the collecting of student medication before the start of the school year. A minimum of three (3) of these days will be worked prior to the start of school. One (1) day will be worked after the school year has ended. The

remaining day will be worked according to the needs of the health room. All five (5) days will be placed on the annual work calendar and approved by the principal. The 2019-20 phase-in of these new requirements and responsibilities will be addressed on a case-by-case basis at each school as needed to accommodate the fact that the parties have had little advance notice and employee work calendars have been set.

4. Effective with the ratification of the contract, each Elementary School will receive an increase in School Support Specialist time by .5 hours for a total of eight (8) hours per day.
5. Effective with the ratification of the contract, each Choice School will be staffed with an eight (8) hour Office Manager position.
6. The District retains the rights and will follow the obligations contained in Article 18 of the parties' Collective Bargaining Agreement.
7. The parties agree that a committee focused on safety, security, and visitor management is important to ensure fidelity of implementation of the secure entry and visitor management system chosen by the District for use in district facilities. The District will develop a committee that engages multiple stakeholders. Five (5) representatives from LWESP and appointed by the Association president will participate on the committee. The committee will begin meeting March 2, 2020 and will conclude its work with a report by June 30, 2020. In the event issues of impact and implementation of the security system on existing employee workload are not be addressed by the committee prior to implementation of the security system at any new worksites, the parties shall meet to address same prior to such implementation.

Tentative Agreement

For the Association



Date

1/24/2020

For the District



Date

1/24/2020

RESULTS 1-3
REASONABLE INTERPRETATION AND INDICATORS, APPROVAL

February 10, 2020

SITUATION

The Results (R) reasonable interpretation and indicators are now being submitted for approval. The board has had an opportunity to review and discuss the interpretation and indicators for R-1, R-2, and R-3 at the September 9 and November 18 study sessions.

- R-1, Mission of Lake Washington School District
- R-2, Academic Content Knowledge and Skills
- R-3, Life Skills and Citizenship

RECOMMENDATION

The Board of Directors approves the reasonable interpretation and indicators for Results-1, Mission of the Lake Washington School District; Results-2, Academic Content Knowledge and Skills; and Results-3, Life Skills and Citizenship as presented.

RESULTS (R) POLICY

R-1 Mission of Lake Washington School District

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
<input type="checkbox"/> Monitoring Report	_____	Date for Re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy, R-1, Mission of Lake Washington School District, the Superintendent certifies that the proceeding information is accurate and complete and that the organization:

_____ Has reasonably interpreted the Board's values

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Results Policy, R-1, Mission of Lake Washington School District, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

Commendations/Direction:

Signed: _____ Date: _____
Board President

R-1: MISSION OF LAKE WASHINGTON SCHOOL DISTRICT

Each student will graduate prepared to lead a rewarding, responsible life as a contributing member of our community and greater society.

Every student will be *Future Ready*:

- Prepared for College
- Prepared for the Global Workplace
- Prepared for Personal Success

Superintendent Interpretation:

Students must have opportunities to learn a rich curriculum in inclusive classrooms and have access to learning opportunities that encourage ongoing growth and development. Every student can learn and achieve at high levels and it is our responsibility to help each student learn, grow, and be challenged while they acquire knowledge and skills that will help them be successful in an ever-changing world. Students must be equipped to lead a life that is personally rewarding and professionally meaningful.

Further, I define these terms to mean the following:

- **Each Student:** Every child enrolled in Lake Washington School District school or program
- **Graduate:** Student who completes the required course of study in Lake Washington School District
- **Prepared:** Equipped to move to the pursuit of their choice for school, work, and life
- **Rewarding Life:** Able to participate in activities that are of interest and add value personally and globally
- **Responsible Life:** Ready to assume obligations and duties with reliability and support the ability to be a self-sufficient adult
- **Contributing Member:** Able to participate in meaningful activities that promote well-being, community involvement, and an awareness of being part of the greater good in society
- **Community:** The broader group of people, places, and activities that include common interests, work, identity, and location opportunities
- **Greater Society:** The connections of multiple communities and mindset that understands the interconnectedness of one's own existence with the world around them
- **College:** Place of higher learning after high school that provides education and grants degrees or certification in an area of interest and aptitude
- **Global:** The broad scope of mindset and skills that include all places rather than a limited view of place and connection
- **Workplace:** A place where people are employed and expected to possess the skills necessary for success
- **Personal:** Important to the individual interests, skills, and development of every person
- **Success:** The achievement of something desired or worked for that aligns with personal and professional goals and aspirations

Indicators	Targets	
	All	Student Groups ²
% of students graduating in 4 years (on-time rate)	>95%	Top 2 of 10 benchmarking districts ³
% of students not dropping out of school during high school	>98%	4-year rate of change for focus student groups ⁴ is positive and greater than the rate of change for comparative groups
% of students graduating in 7 years (extended rate)	>98%	
% of graduates enrolling in a post-secondary institution within 2 years	>85%	4-year rate of change for focus student groups ⁴ is positive and greater than the rate of change for comparative groups
% of graduates completing at least one dual credit course with a B or higher during high school	>95%	
% of 9 th graders earning credit for all courses attempted	>95%	
% of 10 th graders meeting the college and career readiness benchmark score on the evidence-based reading/writing section of the PSAT	>90%	
% of 10 th graders meeting the college and career readiness benchmark score on the math section of the PSAT	>80%	

¹ As measured by data from National Student Clearinghouse.

² Groups include: Gender, Students receiving Special Education services, English Language Learners, Students from low income households, and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, Two or More Race(s), White)

³ Benchmarking districts defined as districts in Washington State with >4000 students with a free/reduced lunch rate of 25% or less. These 10 districts include Lake Washington, Issaquah, Northshore, Tahoma, Camas, Snoqualmie Valley, Bellevue, Snohomish, Lake Stevens, Mercer Island.

⁴ Focus student groups include: Students receiving Special Education services, English Language Learners, Students from low income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

RESULTS (R) POLICY

R-2 Academic Content Knowledge and Skills

<input checked="" type="checkbox"/>	Reasonable Interpretation and Indicators (RI)	_____	Date
_____	Monitoring Report	_____	Date for Re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Results Policy, R-2, Academic Content Knowledge and Skills, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

_____ Has reasonably interpreted the Board's values

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Results Policy, R-2, Academic Content Knowledge and Skills, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

Commendations/Direction:

Signed: _____ Date: _____
Board President

R-2: ACADEMIC CONTENT KNOWLEDGE AND SKILLS

Each student will demonstrate mastery of content knowledge, skills, and competencies necessary to create, collaborate, think critically, and solve problems.

Students will achieve reasonable progress as demonstrated through multiple measures, on state and district-required standards each year in:

Superintendent Interpretation:

Every student will demonstrate academic achievement to their fullest potential and be equipped with the ability to successfully apply their learning in multiple settings.

- **Mastery:** Students demonstrate a pre-determined level of achievement before moving on.
- **Content Knowledge:** Facts, concepts, principles and theories that students must “know” or understand as part of a course or subject. Required content knowledge is typically defined by “standards” or statements of what students should know and be able to do at each grade level.
- **Skills:** Processes students must perform. What students must be able to “do” as part of the course or subject. Required skills are typically defined by “standards” or statements of what students should know and be able to do at each grade level.
- **Competency:** The ability to express a concept or perform a skill successfully.
- **Create:** To make or produce something original or new; to turn ideas into action.
- **Collaborate:** The ability to use team-related skills including effective management of team dynamics and challenges, making group decisions, and learning from and contributing to the learning of others.
- **Think Critically:** Evaluating information and arguments while observing patterns and connections, constructing meaningful knowledge, and applying information and experiences to the real world.
- **Solve Problems:** Finding solutions to an issue or challenge by defining, developing, selecting and implementing a solution.
- **Reasonable Progress:** Measurable, incremental improvement over time towards defined goals and established indicators.
- **Multiple Measures:** A variety of assessments or evaluations of student performance that may include classroom, district, and state assessments.

2.1 Literacy & Language

2.1.1 Students will develop an interest in, and facility with the literacy and language skills necessary to comprehend, create, respond to, and engage with diverse texts, and reason with evidence while fostering an understanding of self and others that supports engaging with and effecting change in the world around them.

Superintendent Interpretation:

Students must have the ability to perform at or above grade level proficiency in literacy and language skills and apply those skills to develop competencies that lead to academic, professional, and personal success.

Further, I define these terms to mean the following:

- **Interest:** Wanting to know or learn something based on individual preference, need, or enjoyment.
- **Facility:** The ability to do or learning something well that involves literacy and language skills.
- **Literacy:** The basic skills of reading and writing.
- **Language Skills:** Listening, speaking, reading and writing.
- **Comprehend:** The ability to understand the spoken word and written text to gain meaning from what one hears or reads.

- **Create:** The ability to make or produce something original or new.
- **Respond:** Sharing an informed reaction to text through verbal and written responses.
- **Engage:** Students are active participants and can respond to text by summarizing, analyzing, or evaluating what they read or hear.
- **Diverse Texts:** Students experience a variety of types of literature and informational content from multiple authors for a variety of purposes.
- **Reason with Evidence:** The ability to use relevant examples, citations, facts and/or information to support a line of thinking, conclusion, point of view, or argument.

Indicators	Targets	
	All	Student Groups ¹
% of grade 2 students meeting end of year benchmark on DIBELS Next (reading assessment)	>90%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
% of grade 3, 5, 8 and 10 students meeting state standards on Smarter Balanced English Language Arts (ELA) assessment	>90%	Top 2 of 10 benchmarking districts ² 4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
% of grade 9 students earning full ELA credit with a grade of C or higher	>95%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
% of ELL students making sufficient progress as measured on the English Language Proficiency Assessment for the 21 st Century (ELPA21)	>90%	n/a

- ¹ Groups include: gender; students receiving special education services; English Language Learners (ELL); students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), White
- ² Benchmarking districts defined as districts with >4000 students with a free and reduced lunch (FRL) of 25% or less. These 10 districts include Lake Washington, Issaquah, Northshore, Tahoma, Camas, Snoqualmie Valley, Bellevue, Snohomish, Lake Stevens, and Mercer Island
- ³ Focus student groups include: students receiving special education services, English Language Learners, students from low-income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

2.2 Mathematical Reasoning and Practices

2.2.1 Students will become increasingly proficient in mathematics, learning math concepts and develop math skills fluency and reasoning, enabling them to understand mathematical information and challenges that are part of personal and professional competencies.

Superintendent Interpretation:

Students must have the ability to perform at or above grade level proficiency in math on state assessments and perform at or above college readiness benchmarks on nationally normed assessments.

Further, I define these terms to mean the following:

- **Proficient:** Having a defined degree of competence or skill as indicated by formative and summative assessments.
- **Concepts:** Abstract mathematical ideas, principles, operations and relations.
- **Skills fluency:** Carrying out mathematical operations using appropriate applications with accuracy.
- **Reasoning:** Using logical thoughts, explanations and justifications when engaging in mathematical challenges.
- **Mathematical challenges of daily life, society and the workplace:** Students experience mathematical ideas and problems in the contexts in which they naturally arise and have the skills to define and solve them accurately.

Indicators	Targets	
	All	Student Groups ¹
% of grade 3, 5, 8 and 10 students meeting state standards on Smarter Balanced mathematics assessment	>85%	Top 2 of 10 benchmarking districts ² 4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
% of grade 9 students earning full math credit with a grade of C or higher	>95%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups

¹ Groups include: gender; students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), White

² Benchmarking districts defined as districts with >4000 students with a FRL of 25% or less. These 10 districts include Lake Washington, Issaquah, Northshore, Tahoma, Camas, Snoqualmie Valley, Bellevue, Snohomish, Lake Stevens, and Mercer Island

³ Focus student groups include: students receiving special education services, English Language Learners, students from low-income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

2.3 Science

2.3.1 Students will gain scientific knowledge and develop scientific habits of mind, the capacity to engage in scientific inquiry, and the ability to reason in a scientific context. Students should engage in the practices that encourage curiosity, inspire interest, and motivate problem-solving related to the challenges in our society.

Superintendent Interpretation:

Students must have the ability to perform at or above grade level proficiency in science on state assessments and perform at or above college readiness benchmarks on nationally normed assessments.

Further, I define these terms to mean the following:

- **Scientific Knowledge:** Ideas, concepts, principles acquired through methods of science.
- **Scientific Habits of Mind:** Patterns of intellectual behaviors that lead to productive actions.
- **Scientific Inquiry:** Using a continuous, incremental process that involves generating and testing hypotheses, and collecting evidence to reach evidence-based conclusions.
- **Ability to Reason:** Scientific inquiry requires critical thinking, analysis, application and evaluation of information from a variety of sources, establishing causal relationships and distinguishing them from associations.
- **Scientific Context:** Science deals with the observable, natural phenomena. The body of scientific knowledge evolves as new evidence comes in and prior knowledge is reexamined, analyzed and argued.
- **Curiosity:** The desire to seek out and consume scientific information.
- **Motivate:** To stimulate interest or enthusiasm for doing something.
- **Problem-Solving:** Finding solutions to an issue or challenge by defining the problem and developing, selecting and implementing a solution.
- **Challenges in our Society:** Students experience science skills and knowledge in the contexts in which they naturally arise. These can range from simple observation and investigation to applications and problems from science, engineering, the environment, business, etc.

Indicators	Targets	
	All	Student Groups ¹
% of grade 5, 8 and 11 students meeting state standards on the Washington Comprehensive Assessment of Science	>85%	Top 2 of 10 benchmarking districts ² 4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
% of grade 9 students earning full science credit with a grade of C or higher	>95%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups

¹ Groups include: gender; students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), White

² Benchmarking districts defined as districts with >4000 students with a FRL of 25% or less. These 10 districts include Lake Washington, Issaquah, Northshore, Tahoma, Camas, Snoqualmie Valley, Bellevue, Snohomish, Lake Stevens, and Mercer Island

³ Focus student groups include: students receiving special education services, English Language Learners, students from low-income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.

Evidence of Compliance:	In Compliance	Not In Compliance											
Board Findings:	In Compliance	Not In Compliance											
<p>2.4 Social Studies</p> <p>2.4.1 Students will develop civic competence – the knowledge, intellectual process, and historical perspective, to be active and engaged participants in public life, demonstrating respect for the values of a diverse and democratic society.</p>													
<p>Superintendent Interpretation:</p> <p>Students must have the ability to use the tools, thinking, and practices of social studies to solve problems, make decisions, analyze issues from multiple perspectives as demonstrated by achievement that is at or above expected levels of proficiency on local and state assessments.</p> <p>Further, I define these terms to mean the following:</p> <ul style="list-style-type: none"> • Knowledge: Facts, concepts, principles, and theories that students must know or understand as part of a social studies course. Required content knowledge is defined by “standards” or statements of what students should know and be able to do at each grade level. • Intellectual Process: The cognitive strategies involved in analysis and evaluation of information and ideas, decision-making, problem-solving, and inquiry. • Historical Perspectives: The social, cultural, intellectual, and emotional settings that shaped the lives and actions of people in the past. • Active and engaged participants in public life: Discussing, educating oneself, and participating in the aspects of social life which occur in public. • Demonstrating Respect: Showing, in word or action, regard for the feelings, wishes, rights, or traditions of others. • Values: Principles or standards of behavior that align with generally agreed upon judgments and ideas. • Diverse Society: One that has a representation of multiple identity groups and cultures. • Democratic Society: A system of government where citizens exercise power by voting. 													
<table border="1"> <thead> <tr> <th rowspan="2">Indicators</th><th colspan="2">Targets</th></tr> <tr> <th>All</th><th>Student Groups¹</th></tr> </thead> <tbody> <tr> <td>% of high school students earning 1.0 social studies credit grade by grade 10 with a grade of C or higher</td><td>>85%</td><td>4-year rate of change for focus student groups² is positive and greater than the rate of change for comparative groups</td></tr> <tr> <td>% of high school students completing the state required high school civics course with a grade of C or higher (beginning in the 2020-21 school year)</td><td>>95%</td><td>4-year rate of change for focus student groups² is positive and greater than the rate of change for comparative groups</td></tr> </tbody> </table> <p>¹ Groups include: gender; students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), White</p> <p>² Focus student groups include: students receiving special education services, English Language Learners, students from low-income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.</p>			Indicators	Targets		All	Student Groups ¹	% of high school students earning 1.0 social studies credit grade by grade 10 with a grade of C or higher	>85%	4-year rate of change for focus student groups ² is positive and greater than the rate of change for comparative groups	% of high school students completing the state required high school civics course with a grade of C or higher (beginning in the 2020-21 school year)	>95%	4-year rate of change for focus student groups ² is positive and greater than the rate of change for comparative groups
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Evidence of Compliance:	In Compliance	Not In Compliance											
Board Findings:	In Compliance	Not In Compliance											

2.5 Computer Science and Information & Communication Technology

2.5.1 Students will be empowered to learn in a digital world with the knowledge and skills, and digital citizenship necessary to responsibly innovate, compute, create, and effectively collaborate with others.

Superintendent Interpretation:

Students must have opportunities that allow for every student to use digital tools to collaborate with technologies, contribute constructively, and explore local and global issues. The Board also expects students to achieve mastery on designated competencies and apply those competencies to other disciplines.

Further, I define these terms to mean the following:

- **Empowered:** Equipped with the skills and abilities to act with assurance.
- **Digital World:** One in which social, economic, and political activities are dependent on information and communication technologies.
- **Knowledge:** Facts, concepts, principles, and theories that students must know or understand as part of a course or subject. Required content is typically defined by “standards” or statements of what students should know and be able to do at each grade level.
- **Skills:** Processes students must perform. What students must be able to “do” as part of the course or subject.
- **Digital Citizenship:** The norms of safe, appropriate, responsible, and empowered technology use to participate in society, communicate with others, and create and consume electronically available content.
- **Innovate:** To create a new method, idea, or product with the mindset of improving upon existing standards.
- **Compute:** To process and reason information through a variety of mechanisms including technology-based solutions and tools.
- **Effectively Collaborate:** The ability to successfully work together on a common problem with a shared purpose.

Indicator	Targets	
	All	Student Groups ¹
% of grades 3 and 5 students with a grade of 3 or higher on the “Information and Communication Technology” strand of the elementary report card	>95%	4-year rate of change for focus student groups ² is positive and greater than the rate of change for comparative groups

¹ Groups include: gender; students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), white

² Focus student groups include: students receiving special education services, English Language Learners, students from low-income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

2.6 The Arts

2.6.1 Students will be able to express themselves and make meaningful connections with others and the world around them through experiencing and appreciating the arts.

Superintendent Interpretation:

Every student must have the opportunity to experience the visual and performing arts for exploration, communication, and self-expression. Students will develop appropriate mastery in art-related skills, and the ability to analyze, interpret, and make informed critical evaluations of works of art and artistic expression.

Further, I define these terms to mean the following:

- **Express themselves:** Using imagination and personal interpretation in the production of works intended to reflect personal ideas and interests.
- **Meaningful:** Worthwhile or purposeful and personally fulfilling.
- **Connections:** The ability to engage in relationships that allow for the exchange of ideas and information.
- **Experiencing:** The opportunity to directly observe and participate as a way to learn new things and apply knowledge and skills.
- **Appreciating:** Using knowledge to understand, enjoy, analyze, evaluate, interpret and make meaning.
- **The Arts:** Any branch or product of creative work.

Indicator	Targets	
	All	Student Groups ¹
% of high school students earning 1.0 arts credit grade by grade 10 with a grade of C or higher	>85%	4-year rate of change for focus student groups ² is positive and greater than the rate of change for comparative groups

¹ Groups include: gender; students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), white

² Focus student groups include: students receiving special education services, English Language Learners, students from low-income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

2.7 World Language

2.7.1 Students will be equipped to communicate effectively in more than one language as part of a pluralistic society and global environment by having the ability to communicate effectively and interact with cultural understanding.

Superintendent Interpretation:

All students will have the opportunity to learn, speak, read, listen, and write in a foreign language for understanding of a foreign culture and communication with people who use that language as their primary language and demonstrate proficiency by performing at or above designated course proficiency indicators.

Further, I define these terms to mean the following:

- **Equipped:** Prepared with the skills or knowledge necessary for a specific purpose.
- **Communicate Effectively:** The use of a variety of styles, modes, and tools (including digital tools) tailored for a range of audiences to share an intended message in a way that is understood.
- **Pluralistic Society:** A society in which many different groups with unique cultural identities and values representing many beliefs and points of view live together.
- **Global Environment:** The local and international interactions that influence how people and organizations operate.
- **Cultural Understanding:** Awareness and knowledge of differences between oneself and people with other beliefs, habits and social, economic and political backgrounds.

Indicators	Targets	
	All	Student Groups ¹
% of high school students earning 1.0 world language credit by grade 11 with a grade of C or higher	>85%	4-year rate of change for focus student groups ² is positive and greater than the rate of change for comparative groups
% of graduates achieving the Seal of Biliteracy	>15%	4-year rate of change for focus student groups ² is positive and greater than the rate of change for comparative groups

¹ Groups include: gender; students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), White

² Focus student groups include: students receiving special education services, English Language Learners, students from low-income households, and race/ethnicity groups of Black/African American and Hispanic/Latino.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

RESULTS (R) POLICY

R-3 Life Skills and Citizenship

<input checked="" type="checkbox"/>	Reasonable Interpretation and Indicators (RI)	_____	Date
_____	Monitoring Report	_____	Date for Re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, R-3, Life Skills and Citizenship, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

_____ Has reasonably interpreted the Board's values

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy, R-3, Life Skills and Citizenship, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

Commendations/Direction:

Signed: _____ Date: _____
Board President

R-3: LIFE SKILLS AND CITIZENSHIP

Each student will develop attributes necessary to lead a productive, rewarding, and responsible life as a contributing member of the community and greater society.

Accordingly, graduates from Lake Washington will be able to:

- 3.1 Question and think critically and creatively
- 3.2 Solve problems effectively
- 3.3 Make connections
- 3.4 Offer ideas and make contributions
- 3.5 Work well with others
- 3.6 Respect and value others
- 3.7 Exhibit civic responsibility
- 3.8 Maintain a local and global perspective
- 3.9 Exhibit a strong work ethic
- 3.10 Take personal responsibility
- 3.11 Demonstrate resiliency
- 3.12 Maintain balance

Each student will develop attributes necessary to lead a productive, rewarding, and responsible life as a contributing member of the community and greater society.

Superintendent Interpretation:

Students must have the supports necessary for them to grow and develop into adults that are prepared for college, the global workplace, and personal success. Today's students must have the ability to live and work in a diverse, complex, and rapidly changing world. Students need a variety of abilities to apply knowledge and skills to multiple situations relevant to the 21st century learner. These skills must be embedded throughout academic content areas.

3.1 Question and think critically and creatively

Superintendent Interpretation:

Critical and creative thinking skills are necessary in for students to make predictions, draw conclusions, analyze processes and solutions, and form reasonable explanations.

3.2 Solve problems effectively

Superintendent Interpretation:

Students must be able to follow processes and apply reasoning to arrive at solutions that can be justified and defended.

3.3 Make connections

Superintendent Interpretation:

Students must have the ability to draw on prior knowledge and experiences to make meaning and apply learning to multiple situations and subject areas. Students must be given opportunities to see how multiple ideas relate and connect to one another and to a variety of real-life experiences.

3.4 Offer ideas and make contributions

Superintendent Interpretation:

Students must have the ability to communicate the relationships between concepts and ideas, explain the value of these relationships, and offer their thinking and support to others in useful and helpful ways.

3.5 Work well with others

Superintendent Interpretation:

Students must be able to collaborate with other students in multiple settings, including small and large groups. They must interact with others to around a central goal, learning and working together productively while also learning from one another.

3.6 Respect and value others

Superintendent Interpretation:

Students must have the ability to work with students from a variety of cultures, backgrounds, and experiences. Students must understand their own experience in relationship to the perspectives of others.

3.7 Exhibit civic responsibility

Superintendent Interpretation:

Students must have opportunities that are helpful to the community and involve citizens working for the common good. The goal of the Lake Washington School District is to foster a lifelong commitment to active community engagement that identifies and addresses challenges and needs both locally and globally.

3.8 Maintain a local and global perspective

Superintendent Interpretation:

Students must be able to understand issues and ideas within the context of their communities and a wider context. Students must have the opportunity to interact with complex social, economic, and political issues and understand the resulting impact on communities and people.

3.9 Exhibit a strong work ethic

Superintendent Interpretation:

Students must understand the importance of developing good habits necessary for a successful future. Students must develop the ability to focus on a specific task, stay motivated to persevere over time to complete work on a designated schedule, demonstrate excellence and attention to quality, and understand the daily demands of the modern workplace such as punctuality and responsibility. Students also need to experience the satisfaction that results when good work is recognized.

3.10 Take personal responsibility

Superintendent Interpretation:

Students must develop the ability to take ownership of their own behavior and the consequences – positive and negative – that come from their choices. Students must also make the connection between their actions and their ability to experience joy and control of their circumstances.

3.11 Demonstrate resiliency

Superintendent Interpretation:

Students must develop the ability to overcome challenges of all kinds and continue to grow, getting stronger, wiser, and more personally able to face additional challenges and difficult circumstances. Students must understand the importance of maintaining a positive attitude while taking steps to deal with adverse situations over time, understanding that stress and hardships are part of life and they are capable of successfully overcoming challenges.

3.12 Maintain balance

Superintendent Interpretation:

Students must develop healthy habits that support the ability to prioritize responsibilities and commitments with personal activities that promote health and well-being. Students also need to understand that balance is not a final goal but rather an ongoing process that will be part of adult life.

Attributes *	Indicators	Targets	
		All	Student Groups ¹
3.5, 3.6, 3.7, 3.9, 3.10	% of students in grades 3 and 5 with a grade of 3 or higher on all the “Interdisciplinary Skills and Attributes” strands of the elementary report card	>90%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
3.1, 3.2, 3.3, 3.4, 3.8	% of students in grades 8 and 10 with C+ or higher in at least one core ⁴ academic course	>90%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.10	% of students in grade 12 with a C+ or higher in courses in at least one course in all core ⁴ academic areas	>90%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
3.5, 3.6, 3.10	% of students reporting positively as to how well they consider the perspectives of others and empathize with them on the Panorama: Social Awareness survey	>75%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
3.5, 3.10	% of students reporting positively as to how well they regulate their emotions on the Panorama: Emotional Regulation survey	>75%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
3.10, 3.12	% of students avoiding chronic absenteeism	>90%	Top 2 of 10 benchmarking districts ² 4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
3.2, 3.5, 3.7, 3.10, 3.11, 3.12	% of students avoiding behaviors resulting in discipline (suspension/expulsion)	>98%	Top 2 of 10 benchmarking districts ² 4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups

3.2, 3.5, 3.7, 3.8, 3.10, 3.11, 3.12	% of students that have opportunities for involvement in school activities as self-reported on the HYS ⁵	>75%	
3.5, 3.9, 3.10, 3.12	% of students participating in district athletics	>33%	4-year rate of change for focus student groups ³ is positive and greater than the rate of change for comparative groups
<p>¹ Groups include: gender; students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Asian, Black/African American, Hispanic/Latino, two or more race(s), White</p> <p>² Benchmarking districts defined as districts with >4000 students with a free and reduced lunch (FRL) of 25% or less. These 10 districts include Lake Washington, Issaquah, Northshore, Tahoma, Camas, Snoqualmie Valley, Bellevue, Snohomish, Lake Stevens, and Mercer Island</p> <p>³ Focus student groups include: students receiving special education services; English Language Learners; students from low-income households; and race/ethnicity groups of Black/African American and Hispanic/Latino</p> <p>⁴ Core academic courses include English Language Arts, math, social studies, arts, PE, health, science, CTE, and world language</p> <p>⁵ Healthy Youth Survey (HYS) only asks about after school – at/away from school</p> <p>* See page 2 for listing of the attributes.</p>			
Evidence of Compliance:			In Compliance
Board Findings:			Not In Compliance
			In Compliance
			Not In Compliance

OPERATIONAL GOVERNANCE POLICIES (OGP) 1-6
SECOND READING/APPROVAL

February 10, 2020

SITUATION

The Operational Governance Policies (OGP) are now being submitted for second reading/approval. These policies focus on board functions and tasks and were formerly exhibits contained in the Governance Process (GP) policies.

These Operational Governance Policies (OGP) were presented for first reading at the November 18 board meeting. These policies are now being presented for second reading/approval at the February 10 board meeting:

- OGP-1, School Board Legal Status and Director Districts
- OGP-2, Board Member Qualifications and Elections
- OGP-3, Board Meetings
- OGP-4, Quorum
- OGP-5, Board Organization
- OGP-6, Orientation of Directors

RECOMMENDATION

The Board of Directors approves OGP-1, School Board Legal Status and Director Districts; OGP-2, Board Member Qualifications and Elections; OGP-3, Board Meetings; OGP-4, Quorum; OGP-5, Board Organization; and OGP-5, Orientation of Directors as presented.

Policy Type: Operational Governance Policies

School Board Legal Status and Director Districts

The Board of Directors of the Lake Washington School District No. 414, King County, Washington is a body corporate created under the laws of the state of Washington to direct the schools of the district. The board consists of five members, elected at large by the qualified electors of the district. All directors represent the district as a whole but must be a resident of the director district he/she represents to be eligible for election.

Director District Boundaries

It is the responsibility of the Board of Directors to establish boundaries of the internal director districts of the School District and to reconfigure the director districts as necessary.

The Board of Directors, with the assistance of administration, the Educational Service District, and the State Redistricting Commission, shall develop a plan of proposed director districts within eight months of any of the following events:

- Receipt of federal decennial census data,
- Consolidation of the District with one or more other Districts,
- Transfer of territory to or from the District,
- Annexation of territory to or from the District, or
- Approval by a majority of the District's voters of a proposal to divide the District into director districts.

When reconfiguring director districts, the newly established director districts shall meet the following criteria:

- The districts shall be as nearly as possible equal in population,
- The districts shall be as compact as possible and consist of geographically contiguous area,
- The districts shall not favor or disfavor any racial group or political party, and
- The districts shall as much as possible coincide with natural boundaries and existing communities.

At least one week before the Board of Directors considers adoption of the plan of director districts, the Board shall hold a public hearing on the plan. Within thirty days of adoption of the plan of director districts, the legal descriptions and maps depicting the director districts shall be submitted to the county auditor. If the plan is submitted after the fourth Monday in June of an odd-numbered year, the plan will not take effect until the following year.

Any registered voter in the District may challenge the plan within 45 days of its adoption by requesting the superior court review the plan for compliance with the four criteria listed above.

Current Director District DescriptionsDirector District 1:

Starting at the intersection of I-405 and BNSF RR.
 Southwesterly on BNSF RR to the extension of 14th Pl.
 West on 14th Pl to 6th St.
 North on 6th St and extension to the extension of 17th Ave.
 North on 17th Ave to 18th Ave.
 West on 18th Ave to Market St.
 North on Market St to 18th Ave W.
 Northwest on 18th Ave W to 10th St W.
 Northerly on 10th St W to Ross Point Ln.
 West and Northerly on Ross Point Ln and extension to Juanita Bay.
 Southwesterly through Juanita Bay to School District boundary.
 Clockwise following School District boundary to the northern crossing of I-405.
 Southerly on I-405 to the point of the beginning.

Director District 2:

Starting at the intersection of I-405 and BNSF RR.
 Southwesterly on BNSF RR to the extension of 14th Pl.
 West on 14th Pl to 6th St.
 North on 6th St and extension to the extension of 17th Ave.
 North on 17th Ave to 18th Ave.
 West on 18th Ave to Market St.
 North on Market St to 18th Ave W.
 Northwest on 18th Ave W to 10th St W.
 Northerly on 10th St W to Ross Point Ln.
 West and Northerly on Ross Point Ln and extension to Juanita Bay.
 Southwesterly through Juanita Bay to School District boundary.
 Counterclockwise following School District boundary to Lake Sammamish.
 Northerly through Lake Sammamish to Eastern Marymoor Park boundary.
 Northerly on the Eastern park boundary to bike path.
 Northwest on bike path to SR 520.
 Southwesterly on SR 520 to NE 60th St.
 West on NE 60th St and extension to 148th Ave NE.
 North on 148th Ave NE to Old Redmond Rd.
 West on Old Redmond Rd to NE 70th St.
 West on NE 70th St to 120th Ave NE.
 North on 120th Ave NE to NE 75th St.
 West on NE 75th St and extension to I-405.
 North on I-405 to the point of the beginning.

Director District 3

Starting at the intersection of the abandon rail line/bike path and SR 520.
 Southwesterly on SR 520 to NE 60th St.
 West on NE 60th St and extension to 148th Ave NE.
 North on 148th Ave NE to Old Redmond Rd.
 West on Old Redmond Rd to NE 70th St.
 West on NE 70th St to 120th Ave NE.
 North on 120th Ave NE to NE 75th St.
 West on NE 75th St and extension to I-405.
 North on I-405 to School District boundary.
 Clockwise following School District boundary to Sammamish River Trail.
 Southerly following Sammamish River Trail to NE 90th St.
 East on NE 90th St to 161st Ave NE.
 South on 161st Ave NE to NE 83rd St.
 East on NE 83rd St to 164th Ave NE.
 South on 164th Ave NE to Gilman St.
 Southerly on Gilman St to bike path.
 Southeast on bike path to the point of the beginning.

Director District 4:

Starting at the intersection of abandon rail line/bike path and Gilman St.
 North on Gilman St to 164th Ave NE.
 North on 164th Ave NE to NE 80th St.
 East on NE 80th St and extension to Avondale Rd.
 South on Avondale Rd to NE Union Hill Rd.
 Meandering Easterly on NE Union Hill Rd to the western boundary line of Township 25,
 Range 06 E, and Section 09.
 North to the NW corner of said section.
 East on section line to NE 80th St.
 Easterly on NE 80th St to School District boundary.
 Clockwise on School District boundary to Lake Sammamish.
 Northerly through Lake Sammamish to Eastern Marymoor Park boundary.
 Northerly on the Eastern park boundary to bike path.
 Northwest on bike path to the point of the beginning.

Director District 5

Starting at the intersection of 164th Ave NE and NE 80th St.
 East on NE 80th St and extension to Avondale Rd.
 South on Avondale Rd to NE Union Hill Rd.
 Meandering Easterly on NE Union Hill Rd to the western boundary line of Township 25,
 Range 06 E, and Section 09.
 North to the NW corner of said section.
 East on section line to NE 80th St.
 Easterly on NE 80th St to School District boundary.
 Counterclockwise on the School District boundary to Sammamish River Trail.
 Southerly following Sammamish River Trail to NE 90th St.
 East on NE 90th St to 161st Ave NE.
 South on 161st Ave NE to NE 83rd St.
 East on NE 83rd St to 164th Ave NE.
 South on 164th Ave NE to the point of the beginning.

Adopted: XX.XX.XX

Legal References: RCW.28A.343.030 Directors' Districts in certain school districts –
 Election to authorize division in school districts not
 already divided into director districts
 RCW 28A.343.040 Division or redivision of district into director
 districts
 RCW 28A.343.050 Dissolution of directors' districts
 RCW 28A.315.195 Transfer of territory by petition – Requirements-
 Rules-Costs
 RCW 29A.76.010 Redistricting by counties, municipal corporations,
 and special purpose districts

Policy Type: Operational Governance Policies**Board Member Qualifications and Elections**

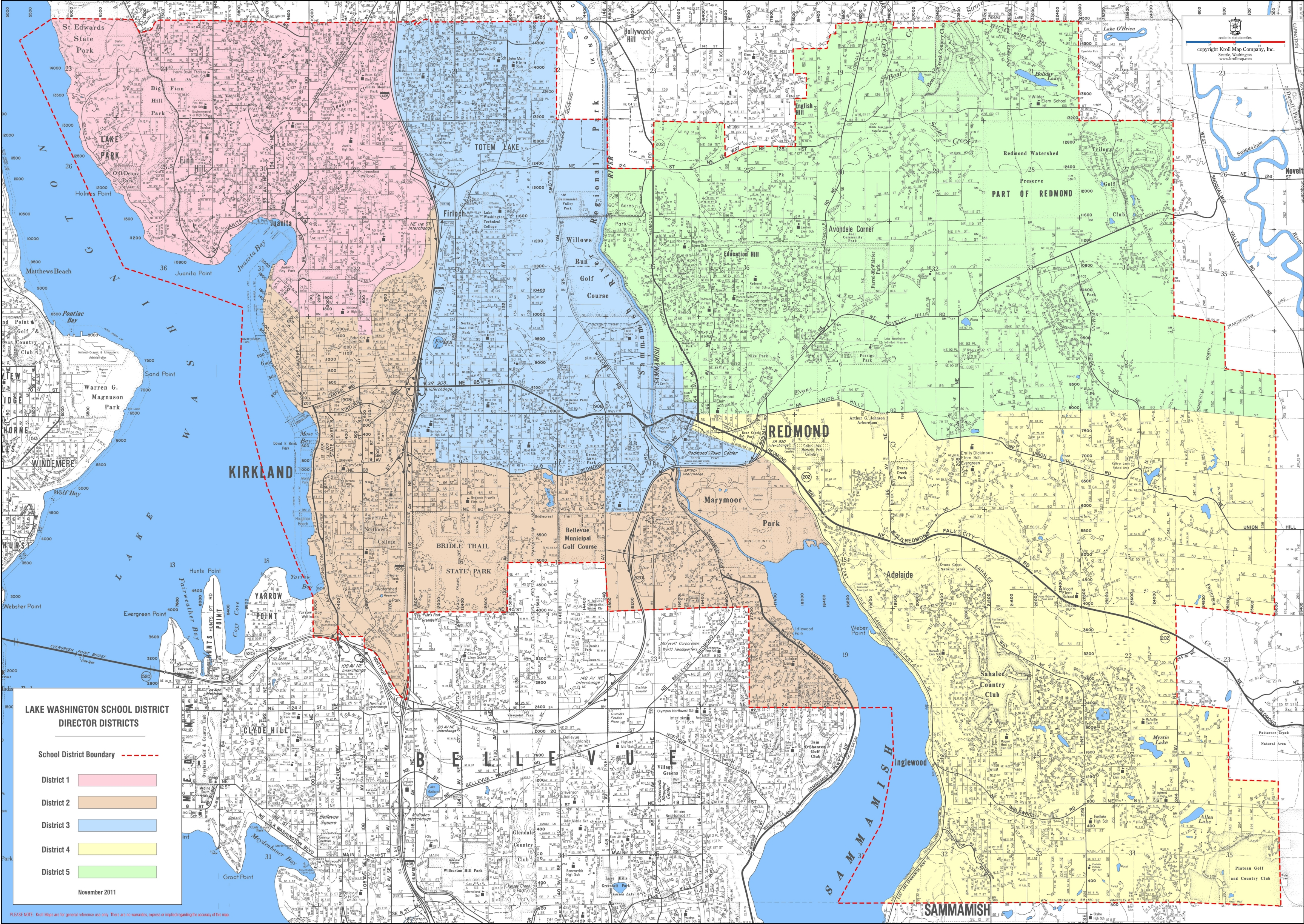
1. Qualifications
 - a. Citizen of the United States and State of Washington
 - b. Registered voter of director district
 - c. Reside in the appropriate director district
2. Term
 - a. Four years and/or until successor is elected and qualified, except as otherwise provided by law.
 - b. Terms staggered, as provided by law, and insofar as possible, not more than a majority of one shall be elected to full terms at any regular election.
 - c. Newly-elected directors shall begin their term of office at the first official meeting following certification of the election results and the newly-elected director has taken and subscribed to an oath of office.
3. Number
The board shall consist of five members, elected by ballot by the registered voters of the district.
4. Dates
 - a. Filing for primary shall be as specified by law in the year such regular district elections are held.
 - b. The superintendent shall notify local newspapers regarding the filing dates for director positions.
 - c. If more than two candidates file for any director position, all positions shall be on the primary ballot.
 - d. General election is first Tuesday following first Monday in November in odd numbered years.
5. Information
 - a. Filing and election information for director may be obtained from the King County elections department.
6. Candidate Orientation
 - a. All public information about the school system shall be made available to candidates. Additionally, the Board directs the superintendent to cooperate impartially with all candidates in providing them with information about school governance, Board operations, and school programs.
 - b. Orientation for candidates for the Board of Directors may include;
 - i. Encouragement to attend public meetings of the Board
 - ii. Meeting with the candidate to provide background information on the school system and board service and/or arranging such other candidate orientation sessions as the candidate may reasonably request;

Policy Type: Operational Governance Policies

- iii. Providing the candidate with directions on how to access publications of the District, materials from the Washington State School Directors' Association (WSSDA), the official minutes of Board meetings and District administrative policies;
 - iv. Reviewing the District budget and related fiscal documents.
7. Unexpired Term Fulfillment – Vacancy
In case of a board vacancy:
- a. If a majority of directors remains, the Board shall fill vacancy by appointment
 - i. The Board will solicit applications of individuals seeking to fill the position after suitable public notice.
 - ii. The Board will appoint one of the candidates to serve until the next regularly scheduled Board election, at which time a director shall be elected for the unexpired term, if any.
 - b. If there is not a majority of directors, the Puget Sound Educational Service District Board members shall appoint a sufficient number to constitute a legal majority of the Board.
 - c. If a majority fails to act within ninety (90) days from the creation of such vacancy, the Puget Sound Educational Service District board members shall make appointments.
 - d. If the vacancy is created by a board member who has submitted a resignation, that board member may not vote on the selection of his or her replacement.
 - e. Appointees shall meet the requirements provided by law

Adopted: XX.XX.XX

Legal References: RCW 28A.320 Provisions applicable to all districts
 RCW.28A.342.300 Directors – Terms – Numbers
 RCW 28A.343.320 Directors – Declarations of candidacy –
 Positions as separate offices
 RCW 28A.343.340 Directors – When elected – Eligibility
 RCW 29A.04.151 Resident
 RCW 42.12.010 Causes of vacancy



**LAKE WASHINGTON SCHOOL DISTRICT
DIRECTOR DISTRICTS**

School District Boundary - - - - -

District 1

District 2

District 3

District 4

District 5

November 2011

scale in statute miles
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Policy Type: Operational Governance Policies**Board Meetings****1. Regular**

The Board of Directors shall meet in the Board Room of the district's administration center as determined by the Board-approved annual calendar. Any schedule changes will be announced on the district web site and through notification of local media.

Regular meetings are open to the public.

Exceptions:

- (a) an emergency exists and it is unsafe to meet in the place designated;
- (b) the regular meeting is to be held at another location: notice of such change of location shall be made according to law and policy pertaining to special meetings; or
- (c) board quorum cannot be met.

2. Special

A majority of the Board of Directors or its presiding officer may call a special meeting for any time and at any place by following legal requirements for notice. Final disposition shall be limited to the business stated in the notice. Notices of a special meeting may be dispensed with if it has been called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

Special meetings are open to the public.

3. Adjourned

The Board of Directors may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment or at the time and place of regular meetings, with notice given as required by law. An adjourned meeting shall become a regular or special meeting depending upon its original purpose.

Adjourned regular and adjourned special meetings are open to the public.

Policy Type: Operational Governance Policies**4. Executive Sessions**

The Board of Directors may hold executive sessions during a regular or special meeting for any of the following reasons:

- (a) National security;
- (b) Selection of a site or the acquisition of real estate by lease or purchase or minimum price at which real estate would be offered for sale or lease, when the board determines publicity regarding such consideration would cause a likelihood of increased/decreased price;
- (c) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee;
- (d) Hearing complaints or charges brought against such officer or employee by another public officer, person, or employee unless such officer or employee requests a public hearing;
- (e) Conferring with legal counsel to discuss pending or contemplated litigation, settlement offers, or matters of a similarly sensitive nature;
- (f) Planning or adopting the strategy or position to be taken during the course of collective bargaining negotiations, grievance or mediation proceedings, or reviewing the proposals made in such negotiations or proceedings while in progress.
- (g) Other reasons as allowed by law.

Executive sessions are closed to the public. Any minutes or notes taken at these sessions may be withheld from the public.

5. Study Sessions

The board will meet in study sessions as determined by the Board approved annual calendar. No board vote will be taken at these meetings. Any schedule changes will be announced on the district web site and through notification of local media.

Study sessions provide the board an opportunity to study topics in-depth.

Study sessions may also be used as an opportunity to meet with selected groups and persons whose insights and opinions will be helpful to the Board. These meetings will be called linkage sessions.

Study Sessions are open to the public.

Policy Type: Operational Governance Policies

6. Closed Sessions

The Open Public Meetings Act does not apply to certain Board activities and public notice is not required prior to holding a closed session for any of the following purposes:

- a. Quasi-judicial hearings required by statute or Washington Administrative Code to be held by the board to consider such matters as the discharge or non-renewal of an employee or expulsion or suspension of a student are not special or regular meetings within the meaning of this policy. All such hearings shall be conducted in the manner and upon such notice as provided by statute or rule.
- b. Collective bargaining sessions with employee organizations or professional negotiations with an employee, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement, or when the Board is planning or adopting the strategy or position to be taken during the course of collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress while in progress.

Closed sessions are closed to the public.

Attendance at Board Meetings

Whenever possible each Board Director shall give advance notice to the president and superintendent of his/her inability to attend a Board meeting.

- A majority of the Board may excuse a Board Director's absence from a meeting if the absence is for reasons other than illness or active or training military duty, and if requested to do so.
- The Board may declare a Board Director's position vacant after four (4) consecutive unexcused absences from regular board meetings.
- If a Board Director is on active duty or training status with the military, the Board shall grant an extended leave of absence to cover the period of service or training. The extended leave of absence may not have the effect of extending the Board Director's term. The Board also has the authority to appoint a temporary successor to the absent Board Director's position. The temporary successor shall serve until the Board Director returns or the end of the Board director's term.

Policy Type: Operational Governance PoliciesMeeting Conduct

- All board meetings will be conducted in an orderly and business-like manner using Roberts Rules of Order (Revised) as a guide, except when such rules are superseded by Board bylaws or policies.
- The order of business will be that indicated in the agenda. Any additions or changes in the prepared agenda may be requested by the superintendent or a Board member and must be approved by majority vote of the Board members present.
- All votes on motions and resolutions shall be by “voice” vote unless an oral roll call vote is requested by a member of the Board.
- No action shall be taken by secret ballot at any meeting required to be open to the public.

Audience Participation

- The Board recognizes the value of public comment on educational issues and the importance of involving members of the public in its meetings. In order to permit fair and orderly expression of such comment, the Board will provide a thirty (30) minute period at the beginning of the meeting during which visitors may express an opinion. Each individual is provided up to three (3) minutes.
- Individuals with disabilities who may need a modification to participate in a meeting should contact the superintendent's office no later than three days before a regular meeting and as soon as possible in advance of a special meeting so that arrangements for the modification can be made.

Minutes

- The Secretary of the Board shall keep minutes of all board meetings.
- Minutes become official after approval by the Board and shall be retained and archived as a permanent record of the District, as required by law.
- Minutes shall be comprehensive and shall show:
 1. The date, time and place of the meeting.
 2. The presiding officer.
 3. Board Members in attendance.
 4. Items discussed during the meeting and the results of any voting that may have occurred.
 5. Action to recess for executive session with a general statement of the purpose.
 6. Time of adjournment.
 7. Signature of presiding officer and date minutes approved.

Policy Type: Operational Governance PoliciesRecordings

- Regular board meetings shall be broadcast live, recorded, and posted to the District's website within two days.
- Executive and closed sessions are never broadcasted or recorded.
- Special meetings or study sessions may be broadcast or recorded, if feasible.
- Recorded meetings shall be maintained on file and archived accordingly, as required by law.

Adopted: XX.XX.XX

Legal References: RCW 28A.320 Provisions applicable to all districts
 RCW.28A.330.100 Additional powers of the Board
 RCW 28A.343.380 Directors – Meetings
 RCW 28A 42.30 Open Public Meetings Act
 RCW 42.30.110 Executive sessions
 RCW 42.30.140 Chapter controlling – Application
 RCW 28A.343.390 Directors — Quorum — Failure to attend meetings
 RCW 73.16.041 Leaves of absence of elective and judicial officers
 RCW 28A.330.030 Duties of president
 RCW 28A.320.040 Directors — Bylaws
 RCW 28A.330.070 Office of Board — Records available for public inspection
 RCW 42.30.060 Open Public Meetings — Voting by secret ballot prohibited
 Ch.42 U.S.C. §§ 12101-12213, Americans with Disabilities Act

Policy Type: Operational Governance Policies**Quorum**

A majority of the members of the board present at a meeting shall constitute a quorum for the transaction of the business of a regular meeting. "Present" or "in attendance" is defined as either physically present or present via a telecommunication platform as described below. When a quorum of three are present at any meeting, it shall be the practice to defer to another meeting any action which lacks unanimous concurrence. Should there be less than three members of the board present at a regular meeting, a time for the adjourned meeting shall be set by the members present, and such adjourned meetings shall be deemed a regular meeting. Adequate notice of the adjourned meeting shall be given to the absentee members.

Board members are not required to be physically present to attend a board meeting. Any or all board members may attend a board meeting and vote via any communication platform—including videoconference or teleconference-- that provides, at a minimum, simultaneous aural communication between those present.

Adopted: XX.XX.XX

Legal References:	RCW 28A.320	Provisions applicable to all districts
	RCW.28A.330.100	Additional powers of the Board
	RCW 28A.343.390	Directors – Quorum
	RCW 28A 42.30	Open Public Meetings Act

Policy Type: Operational Governance Policies

Board Organization

At the second regular meeting in January, the board shall elect from among its members a president and a vice president to serve one-year terms. Officers shall not be elected following the appointment of a director to fill a vacancy on the board unless a majority of the board is appointed. If a board member is unable to continue to serve as an officer, a replacement shall be elected immediately. In the absence of both the president and the vice president, the board shall elect a president pro tempore who shall perform the functions of the chair during the latter's absence. The superintendent shall act as board secretary.

The normal order of business shall be modified for the annual organizational meeting by considering the following matters after the approval of the minutes of the previous meeting:

1. Welcome and introduction of newly-elected board members by the current president.
 2. Give facilitation of meeting to Superintendent for nominations.
 3. Call for nominations for president to serve during the ensuing year by Superintendent.
 4. ~~3~~Election of a president through roll call vote
 5. ~~4~~ Assumption of office by the new president, who now facilitates nominations
 6. ~~5~~ Call for nominations for vice president to serve during the ensuing year.
 7. ~~6~~ Election of a vice president through roll call vote
 8. ~~7.~~Call for nominations for legislative representative to serve during the ensuing year
 9. Election of a legislative representative
- No person shall be declared elected or selected unless he or she receives a majority vote of all the members of the board.
 - Policies shall continue from year to year and board to board until and unless the board changes them.

Adopted: XX.XX.XX

Legal Reference: RCW 28A.330.010 Board President, Vice President, or President Pro Tempore – Secretary
RCW 28A.330.020 Certain board elections, manner, and vote required – Selection of personnel, manner

Policy Type: Operational Governance Policies

ORIENTATION OF DIRECTORS

The Board will support newly-elected or appointed directors to understand the governing model, policies and procedures of the Board and Administrative Regulations of the District. To facilitate this process, new directors will be provided with:

- Information and training on Coherent Governance model
- Training on Open Government, as required by law
- Electronic access to:
 - Board Policies and District Administrative Policies/Regulations;
 - WSSDA publications (e.g., Open Public Meetings, Conflict of Interest, Parliamentary Procedure);
 - Results for the District and strategic plan, if developed;
 - Student rights, responsibilities, and conduct;
 - District staff handbook;
 - Collective bargaining agreements,
 - District budget;
 - Financial status reports (most recent copies);
 - Board minutes (past year);
 - Access to relevant district data; and
 - Staff member job descriptions and staff organizational charts.

The Board president or a designee and the superintendent will assist each new director in the review of these materials and will review the role and function of the various administrators employed by the District, which shall include in person meetings with cabinet level staff members. The orientation should be completed within 90-days of being seated on the Board of Directors.

The orientation will include, as per District Regulation, how to:

1. arrange for visits to schools and administrative offices,
2. request information regarding school operations,
3. respond to a complaint concerning staff or program, and
4. handle confidential information.

Directors will be encouraged to attend meetings, workshops, and conferences to increase their knowledge and competencies.

Adopted: XX.XX.XX

OPERATIONAL EXPECTATIONS (OE) 3-13
REASONABLE INTERPRETATION AND INDICATORS, APPROVAL

February 10, 2020

SITUATION

The Operational Expectations (OE) reasonable interpretation and indicators for OE-3 thru OE-13 are now being submitted for approval. The board had an opportunity to review and discuss the interpretation and indicators for OE-3 thru OE-13 at the December 9 and January 25 study sessions.

- OE-3, Treatment of Community Stakeholders
- OE-4, Personnel Administration
- OE-5, Financial Planning
- OE-6, Financial Administration
- OE-7, Asset Protection
- OE-8, Communication with and Counsel to the Board
- OE-9, Communication and Engagement with the Community
- OE-10, Learning Environment/Treatment of Students
- OE-11, Instructional Program
- OE-12, Facilities
- OE-13, Technology

RECOMMENDATION

The Board of Directors approves the reasonable interpretation and indicators for OE-3 thru OE-13 as presented.

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-3 Treatment of Community Stakeholders

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for Remonitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-3, Treatment of Community Stakeholders, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is Compliant

_____ Is Compliant with the exceptions noted

_____ Is Non-Compliant

Executive Summary:

Signed: _____
Superintendent

Date: _____

BOARD ACTION:

With respect to Operational Expectations Policy, OE-3, Treatment of Community Stakeholders, the Board finds that the organization:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is Compliant

_____ Is Compliant, with the exception of specific policy sub-parts

_____ Is Non-Compliant

Commendations/Direction:

Signed: _____
Board President

Date: _____

OE-3: Treatment of Community Stakeholders

The Superintendent shall maintain an organizational culture that treats families and members of the community with respect, dignity, and courtesy.

Superintendent Interpretation:

- I interpret “maintain an organizational culture” to mean that the school district and all employees operate using the core values of trust, respect, honesty, caring and integrity to guide their interactions with each other and with stakeholders outside the organization.
- I interpret “treats families and members of the community with respect, dignity, and courtesy” to mean that the school district values individual differences of opinion, reasonably includes people in decisions that affect them, provides open and honest communication and maintains an open, responsive and welcoming environment.

The Superintendent will:

3.1 Protect confidential information

Superintendent Interpretation:

- I interpret “protect information” to mean that the school district will follow the legal guidelines to assure that confidential information is only shared with legally authorized individuals.
- I interpret “confidential information” to mean that the school district will have systems and a process in place to assure that confidential information, defined as being protected under federal or state law, is only retrievable by authorized personnel. Electronic systems have been created, maintained, and consistently updated to assure the protection of private data. All technology systems have multiple levels of security.

Indicators of Compliance:

- Percentage of Uniform Complaint Procedure (a written statement alleging discrimination, harassment or a violation of a federal or state law or regulation) claims related to breach of confidentiality or violations of the Family Education Rights and Privacy Act
- All computer systems are password protected and users are assigned with appropriate security credentials to access resources
- All computers have up-to-date security protocols for information systems (such as a data back- up systems in place, up-to-date firewalls, and regular security audits)
- The District has policies that govern the protection of confidential information.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

3.2 Effectively handle complaints.

Superintendent Interpretation:

- I interpret “effectively handle” to mean that the school district has a system in place that is designed to routinely review and appropriately and completely respond to all district complaints.
- I interpret “effective handling of complaints” to mean that complaints or concerns are received, reviewed and responded to in a timely manner using an appropriate and respectful approach and acted upon whenever necessary.
- The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on actual or perceived sex, sexual orientation, gender, ethnic group identification, race,

<p>ancestry, national origin, religion, color, mental or physical disability or age in any program or activity that receives or benefits from state financial assistance</p> <ul style="list-style-type: none"> • I interpret “complaints” to be written or oral statements that express discontent with aspects of district operations or those that identify specific grievances an expression of displeasure. • Uniform complaint procedures shall be used when addressing complaints alleging failure to comply with state and/or federal laws. 		
<p>Indicators of Compliance:</p> <ul style="list-style-type: none"> - Number of uniform complaints filed. - Percentage of complaints investigated and resolved in within the required timelines. - Percentage of appealed claims. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

<p>3.3 Protect against any retaliation and illegal discrimination.</p> <p>Superintendent Interpretation:</p> <ul style="list-style-type: none"> • Protect: prevent or provide safeguards • Retaliation: Act of revenge • Illegal discrimination: Unlawful treatment that violates Federal and/or State laws. 		
<p>Indicators of Compliance:</p> <ul style="list-style-type: none"> – Complaints and concerns are promptly addressed in accordance with applicable district policy and procedures and state/federal laws. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

<p>The Superintendent will:</p> <p>3.4. Maintain a systemic organizational culture that:</p> <ol style="list-style-type: none"> Values individual differences of opinion; Reasonably includes people in decisions that affect them; Provides open and honest communication in all written and interpersonal interactions; Focuses on common achievement of the Board’s <i>Results</i> policies; Is open, responsive, respectful, and welcoming; and Provides access to appropriate information about school and district programs and academic progress. <p>Superintendent Interpretation:</p> <ul style="list-style-type: none"> • I interpret “Systemic organizational culture” to mean that there is an expected level of service that is pervasive throughout the district, its buildings and operations. • I interpret “values individual differences of opinion” to mean that the district seeks and incorporates multiple perspectives. • I interpret “reasonably includes people in decisions that affect them” to mean that stakeholder perspectives are appropriately incorporated whenever possible when making decisions that impact them. • I interpret “provides open and honest communication in all written and interpersonal interactions” to mean that the school district provides accurate and truthful information in all forms of communication and makes every effort to be open and transparent while following confidentiality laws and district processes and timelines. 		
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<ul style="list-style-type: none"> • I interpret “focuses on common achievement” to mean that the Superintendent and staff shall use opportunities to educate and inform the public about the district’s academic goals, measures, and progress. • I interpret “maintains an open, responsive, respectful, and welcoming” to mean that the school district is a safe environment for stakeholders to offer perspectives. The district responds to complaints or requests by listening and acting in a fair manner. The district welcomes and includes stakeholders from all aspects of the district when possible or appropriate. • I interpret “provides access to appropriate information” to mean the ability to obtain information that educates and informs district stakeholders through school and district communication mechanisms. • I interpret “school and district programs” to mean activities that reflect the programs and services offered at each school as part of the range of district opportunities including everything pertaining to a basic education. • I interpret “academic progress” to mean formal and informal opportunities and documents that indicate a level of mastery or proficiency and reflect the ongoing success of the student in achieving expected outcomes of a course of study or grade level standards. 		
Indicators of Compliance: <ul style="list-style-type: none"> - The District monthly hosts community forums, focus groups, committees with a variety of stakeholders throughout the district. - The District communicates on a semi-annual basis regarding its strategic goals and progress towards those goals. - At least ninety-five percent of respondents indicating agree completely, agree mostly, or agree slightly on the characteristic “high levels of family and community involvement” on Nine Characteristics Survey. - At least ninety-five percent of respondents indicating agree completely, agree mostly, or agree slightly on the characteristic “high levels of collaboration and communication” on Nine Characteristics Survey. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

3.5 Actively encourage community volunteers.

Superintendent Interpretation:

- I interpret “actively encourage community volunteers” to mean providing information about District volunteer opportunities in a manner that conveys an appreciation and invitation to be involved in a capacity that does not receive monetary compensation in Lake Washington School District, and ongoing initiatives that result in repeated volunteer activities.

Indicators of Compliance:

- The number of district published opportunities that provide ongoing information about volunteer opportunities.
- The number and percentage of volunteers who renew their application after their first two years of approval.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-4 Personnel Administration

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for Remonitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-4, Personnel Administration, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is Compliant

_____ Is Compliant with the exceptions noted

_____ Is Non-Compliant

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy, OE-4, Personnel Administration, the Board finds that the organization:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is Compliant

_____ Is Compliant, with the exception of specific policy sub-parts

_____ Is Non-Compliant

Commendations/Direction:

Signed: _____ Date: _____
Board President

OE-4: Personnel Administration

The Superintendent shall assure the recruitment, employment, development, evaluation, and compensation of district employees in a manner necessary to enable the District to achieve its Results policies.

The Superintendent will:

Superintendent Interpretation:

- I interpret “recruitment” to mean efforts to attract and select the most talented and diversified pool of candidates.
- I interpret “employment” to mean work defined by the District for anyone who receives monetary compensation for services rendered.
- I interpret “development” to mean providing staff with mentoring, coaching, and/or training that positively impacts student achievement and professional growth.
- I interpret “evaluation” to mean a fair, credible, effective, and consistent system and process that assesses the effectiveness of the employee consistent with OE-4.8 and provides support and feedback to facilitate continuous improvement and growth.
- I interpret “compensation” to mean providing competitive and flexible salary placement and benefits to attract new and retain current employees.
- I interpret “district employee” to mean anyone who receives compensation in exchange for services.

4.1 Assure that no person is employed by the district without first clearing thorough background inquiries and checks.

Superintendent Interpretation:

- I interpret this statement to mean that prior to an offer of employment, required processes are followed to assure a candidate has no history or record that would prevent their employability.

Indicator of Compliance:

- 100% of employees are screened through a consistent reference check process.
- 100% of employees meet minimum qualifications as stated on the job posting.
- 100% of employees have the educational, certificate, and endorsement as required by the job posting.

Evidence of Compliance:

In Compliance	Not In Compliance
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Board Findings:

In Compliance	Not In Compliance
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4.2 Select only highly qualified and the best-suited candidates for all positions.

Superintendent Interpretation:

- I interpret “highly qualified” to mean that the individual holds the appropriate degree, certification, or licensure, and/or specific knowledge and skills required for a position.
- I interpret “best-suited” to mean candidate selection aligns with the criteria and expectations of the position and the expectations of the hiring committee, director, and/or superintendent.

Indicator of Compliance:

- The percentage of staff renewed following the first year of employment is no less than 95%.
- The district has a documented valid and reliable hiring process.
- 100% of contracted employees meet the requirements according to contract specifications.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

4.3 Ensure recruitment and retention practices that are equitable to support a diverse workforce that is representative of the community and student body.

Superintendent Interpretation:

- I interpret “representative of the community and student body” to mean that the ethnicity percentages of the District staff align with the District’s student ethnicity percentages.

Indicator of Compliance:

- The district has a written plan designed to increase workforce diversity.
- The district implements specific strategies and programs to engage and retain diverse workforce.
- The district demonstrates increasing diversity of the workforce using reportable data.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

4.4 Effectively handle complaints and concerns.

Superintendent Interpretation:

- I interpret “effectively handle” to mean that the school district has a system in place that is designed to routinely review and appropriately and completely address all district complaints.
- I interpret “effective handling of complaints” to mean that complaints or concerns are received, reviewed and responded to in a timely manner using an appropriate and respectful approach and acted upon whenever necessary.
- The district shall follow uniform complaint procedures when addressing complaints alleging unlawful discrimination based on actual or perceived sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color, mental or physical disability or age in any program or activity that receives or benefits from state financial assistance
- I interpret “complaints” to be written or oral statements that express discontent with aspects of district operations or those that identify specific grievances as an expression of displeasure.
- Uniform complaint procedures shall be used when addressing complaints alleging failure to comply with state and/or federal laws.
- I interpret “concerns” to mean disagreement, dissatisfaction, or questions related issues that are perceived to affect working conditions or experience of staff. Concerns are interpreted to be different than complaints in that there is not a legal threshold that governs response timelines or procedures.

Indicator of Compliance:

- 100% of complaints are resolved within required timelines according to law.
- 100% of concerns are resolved using district protocols, procedures, in alignment with collective bargaining agreement requirements.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

4.5 Maintain adequate job descriptions for all staff positions.

Superintendent Interpretation:

- I interpret “adequate job descriptions” to mean the District keeps current and accurate outlines of employment duties that reflect the essential functions, knowledge, skills, and abilities of the responsibilities and tasks performed.

Indicator of Compliance:

- Job descriptions are documented and will accurately reflect the job duties, essential functions, knowledge, skills, and abilities of the employees and will be maintained by the Human Resources department.
- Human Resources implements a documented process to ensure all job descriptions are reviewed and updated in a timely manner.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

4.6 Protect confidential information.

Superintendent Interpretation:

- I interpret “protect” to mean the District has established protocols to maintain and preserve employee information in accordance with applicable law.
- I interpret “confidential” to mean controlled access to employee information follows federal and state law, including Health Insurance Portability and Accountability Act (HIPAA).

Indicators of Compliance:

- The District maintains specific safeguards to ensure compliance with required confidentiality of district staff information.
- Any report of a breach of confidentiality by any central office or District staff member is thoroughly investigated and appropriate action taken.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

4.7 Assure that compensation, benefit plans, and working conditions attract and retain high-quality employees by compensating employees, within available and projected resources, in a manner consistent with the applicable marketplace, including but not limited to organizations of comparable size and type.

Superintendent Interpretation:

- I interpret “compensation and benefit plans” to mean that District salaries and benefits are commensurate with equivalent positions when compared to similar school districts.
- I interpret “working conditions” to mean the environment where staff spends a majority of time engaged in assigned duties.
- I interpret “applicable marketplace” to those organizations in our local, state and regional demographics which serve as relevant models for comparability of compensation and working conditions.
- I interpret “organizations” to mean school districts and relevant business/industry.

Indicators of Compliance:		
<ul style="list-style-type: none"> - Compensation will be established for employees to maintain a competitive stance, given affordability due to budget. - District climate survey indicates the number of staff who are satisfied with working conditions. Baseline year 2019-20. - The district retention metrics are commensurate with industry averages. - Staff are provided the opportunity to complete an exit survey when leaving the district. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

4.8 Consistent with the Superintendent's own evaluation, evaluate all employee performance according to their contribution toward achieving the Results policies and their compliance with the Operational Expectations policies.

Superintendent Interpretation:

- I interpret "evaluate" to mean the assessment of employee's work based on LWSD Results and Operational Expectations policies and defined expectations and standards.
- I interpret "achieving" to mean employee performance contributes to accomplishing District goals.
- I interpret "compliance" to mean employees are assessed pursuant to the appropriate evaluation.

Indicators of Compliance:

- 100% of all certificated staff and Educational Staff Associates (ESAs) are evaluated in accordance with state laws using the Charlotte Danielson Instructional Framework.
- 100% of all principals and assistant principals are evaluated in accordance with state laws using the AWSP Leadership Framework.
- 100% of Central Leadership administrators are evaluated annually using the LWSD Central Leadership framework.
- 100% of all classified administrators and staff are evaluated annually using the LWSD designated forms.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

4.9 Assure that all staff members are qualified and trained to perform the responsibilities assigned to them.

Superintendent Interpretation:

- I interpret "qualified" to mean employees have the required skills, knowledge, and/or license to perform their job responsibilities.
- I interpret "trained" to mean employees are given instructions, coached, and given feedback to learn assigned job responsibilities.

Indicator of Compliance:

- Staff is evaluated as proficient or higher on their annual performance evaluation.
- District staff receives required training annually.
- District provides ongoing training opportunities for all job classifications.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

4.10 Maintain an organizational culture that attracts, retains, and positively affects the ability of staff to responsibly perform their jobs and allows them to work in an environment of professional support, courtesy, and respect.

Superintendent Interpretation:

- I interpret “organizational culture” to mean a climate in which staff members celebrate diversity among students, parents, staff, and community, expecting everyone to be equally respected and accepted.
- I interpret “responsibly perform their jobs” to mean employees fulfill their obligations and responsibilities outlined in the job description and meet the expectations of their supervising administrator.
- I interpret “environment of support, courtesy, and respect” to mean a respectful workplace free of hostility and void of harassment directed at a person’s race, color, national origin, religion, sex, age, disability, sexual orientation, genetic information or any other applicable status protected by federal, state or local law.

Indicator of Compliance:

- District climate survey indicates the percentage of staff believes the District culture allows them to work in an environment of support and courtesy. Baseline year.
- 100% of staff receive required training annually.
- 100% of staff have access to job relevant professional learning.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

4.11 Reasonably include personnel in decisions that affect them.

Superintendent Interpretation:

- I interpret this statement to mean that when appropriate and timely, staff are asked and able to share and contribute their insight into matters that will impact them personally and/or professionally.

Indicator of Compliance:

- Percent of staff who complete an annual district and school surveys. Baseline year 2019-20.
- The percent of staff either “agree” or “strongly agree” with the survey statements will positively trend over three or more years. Baseline year 2019-20.
- Staff member participation and representation on district and building committees, task forces, focus groups and teams.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent may not:

4.12 Retaliate against any employee for initiating a legitimate complaint based upon an alleged violation of policy.

Superintendent Interpretation:

- I interpret “retaliate” to mean a negative action that violates employee rights.
- I interpret “initiating” to mean bringing a written document to initiate action without coercion by an employee, supervisor or administrator.
- I interpret “legitimate complaint” to mean a written statement of all claims in accordance with established district procedures.
- I interpret “alleged violation of policy” to mean an action or situation that is presumed to be outside of the established parameters of expected District protocols.

Indicator of Compliance:

- 100% of formal employee complaints reported (according to district policy and procedures) to the office of the Superintendent are investigated without any retaliation toward the reporting employee.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-5 Financial Planning

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-5, Financial Planning, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy, OE-5, Financial Planning, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____ Date: _____
Board President

OE-5: FINANCIAL PLANNING

The Superintendent shall develop and present to the Board a multi-year financial plan that is related directly to the Board's *Results* priorities and *Operational Expectations* goals, and that avoids long-term fiscal jeopardy to the district.

Superintendent Interpretation:

I interpret "develop and present a multi-year financial plan" to mean that the district will provide financial information to the Board and stakeholders at regularly scheduled reporting periods.

The financial plan will include Adopted, First and Second Interim reports as well as debt service instruments which could include Certificates of Participation, General Obligation Bonds, Tax Revenue and Anticipation Notes, or other debt service.

Information presented to the Board will include options to maintain a balanced budget for the upcoming fiscal year.

I interpret "directly related to the Board's *Results* priorities and *Operational Expectations* goals" to mean that information presented to the Board and stakeholders at regularly scheduled reporting periods will include funds identified to support the Strategic Plan 2019-2022 and key district initiatives.

The Superintendent will develop a budget that:

5.1 Is in a summary format understandable to the Board and community, presented in a manner that allows the Board to understand the relationship between the budget and the *Results* priorities and any *Operational Expectations* goals for the year.

Superintendent Interpretation:

I interpret this to mean that the key components of the Annual Adopted Budget will be summarized and presented to the Board. Accordingly, the Associate Superintendent for Business and Operations or designee will summarize the budget by explaining the total General Fund revenues and expenditures, the main type of anticipated expenditures within the General Fund, and the assumptions made in estimated revenues and expenditures. The relationship between the budget and the *Results* priorities and the *Operational Expectations* goals for the year will be presented to the Board by showing the percentage of funds allocated to the instructional program as compared to other operating expenditures, dedicated resources to major district strategies, and other related information. In addition, the Annual Adopted Budget document will meet the criteria for Meritorious Budget designation.

Indicators of Compliance:

- PowerPoint presentation from Annual Adopted Budget board meeting will include information outlined in the interpretation.
- Presentations and/or documents from board meetings regarding assumptions and allocations leading up to the approval of the Annual Adopted Budget.
- In addition to the state required budget document, the district will provide a user-friendly budget document which provides information on alignment with strategic plan; provides multi-year actual and budget forecasts; and provides understandable information for our community.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will develop a budget that:

5.2 Clearly describes revenues and expenditures with adequate supporting detail.

Superintendent Interpretation:

I interpret this to mean that the Annual Adopted Budget will follow the State required format to provide the various revenues expected to be received and the funds expected to be spent by the district during the period from September 1 through August 31 of the following year.

The Annual Adopted Budget will provide realistic assumptions regarding the major components of revenues and expenditures based on the best information known at the time. The Annual Adopted Budget will be submitted to the state officials with all required supporting documentation.

Indicator of Compliance:

- The most recent available fiscal year's audited financial results will be used as evidence of whether budgeting methods are realistic and predictably attainable.
- The Annual Adopted Budget is posted on the district's website within 24 hours after adoption.
- OSPI approves the district's Annual Adopted Budget.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will develop a budget that:

5.3. Shows the amount spent in each budget category for the most recently completed fiscal year, the amount budgeted for the current fiscal year, and the amount budgeted for the next fiscal year.

Superintendent Interpretation:

I interpret this to mean that the Annual Adopted budget will provide a summary by program of the General Fund budgeted revenues and expenditures which will include three years of data.

I interpret the General Fund as defined by the Washington regulations. The first column will be the prior year actual expenditures. The second column will include budgeted expenditures for the current budget year followed by the next year's budgeted expenditures. Programs are defined by the state accounting manual and include but are not limited to Regular Education, Special Education, Vocational Education, Compensatory Education, Supportive Series, etc.

Indicator of Compliance:

- Annual Adopted Budget document includes the prior year actual expenditures, the current budget plus three years of forecasts in alignment with state requirements.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will develop a budget that:

5.4. Discloses budget-planning assumptions.

Superintendent Interpretation:

I interpret this to mean that throughout the budget development process for the upcoming fiscal year, the Board will be provided in a public meeting the major assumptions used to determine projected revenues or expenditures.

Assumptions will include changes to the revenue limit funding as determined by the state, increases or decreases in state and federal funding, significant negotiated total compensation agreements (significant is defined as impacting the majority of the bargaining unit), anticipated cost increases including but not limited to insurance and utilities.

Indicator of Compliance:

- Documents from public board meetings which may include PowerPoint presentations as well as state required documents.
- Assumptions are stated in Budget presentation to the board.
- Annual Adopted Budget documents presented to the Board for the upcoming year.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will develop a budget that:

5.5 Assures fiscal soundness in future years that includes provisions for reasonable contingencies.

Superintendent Interpretation:

I interpret fiscal soundness to mean that the Annual Adopted Budget that is presented will show a positive General Fund ending fund balance. I also interpret fiscal soundness to mean that the ending fund balance will be no less than 5%.

Indicators of Compliance:

- Unaudited actuals for the prior year will show a positive ending fund balance.
- Annual Adopted Budgeted expenditures are in alignment with anticipated revenues and fund balance resources.
- Annual Adopted Budget will reflect at a minimum five percent general fund balance or the agenda item approved by the Board that specifically states the fund balance has been reduced.
- Annual Adopted Budget will provide for reasonable contingencies. Contingency funds are provided in order to allow the district to spend additional funds should we receive them or funds made available to allow for unexpected expenditures.
- The district maintains a multi-year budget forecast. Consideration of long-term financial impacts is part of decision making for any budget adjustments.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will develop a budget that:

5.6 Provides necessary information to the Board on matters with a significant budgetary impact, allowing the Board adequate time to consider the information presented.

Superintendent Interpretation:

I interpret this to mean that the Board will be made aware of any initiatives, purchases, or circumstances that may arise that would have a significant financial impact which would require a board approved budget extension to increase the adopted budget.

I interpret “adequate time” to be the time necessary for the Board to review information necessary to provide an opinion or guidance, no less than 24 hours from the point of discussion, unless there are emergency circumstances that require immediate action.

Indicator of Compliance:

- Monthly financial reports show current financial conditions of the district. Any deviations from the planned budget are noted on the monthly financial report.
- Board is provided communication regarding actions that would require a budget extension.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will develop a budget that:

5.7 Reflects anticipated changes in employee compensation, including inflationary adjustments, step increases, performance increases and benefits.

Superintendent Interpretation:

I interpret this to mean that the Annual Adopted Budget will include significant negotiated total compensation agreements with significant defined as impacting the majority of the bargaining unit.

The Annual Adopted Budget will include the most current information available regarding employee compensation or benefit information. Costs for wages, step increases, and changes to mandatory benefits, health insurance premiums, and related expenses are included in the Annual Adopted Budget.

Indicators of Compliance:

- Budget projections will include known costs for employee compensation that are consistent with the negotiated agreement and within the district’s means to pay.
- Budget projections will include changes in costs related to any changes in law related to employee compensation.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will develop a budget that:

5.8 Includes such amounts as the Board determines to be necessary for its own governing function.

Superintendent Interpretation:

I interpret this to mean that the Board of Directors provides a critical function in the support of school district operations and improvement. In order to perform the expected functions and duties, Board leadership must be developed and cultivated and, as such, the normal operations and professional development of the Board must be included as part of the annual operating budget.

Indicator of Compliance:

- The budget contains funds for anticipated Board activities, including attendance at state and national conferences, training and professional development, legislative advocacy, and community engagement opportunities.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will develop a budget that:

5.9 Is based on reasonable consultation with appropriate constituent groups.

Superintendent Interpretation:

I interpret this to mean that the annual budget is designed to address the comprehensive needs of the entire district and, as such, must allow for feedback and input from groups that are affected by the projected expenditures of an approved budget. The district values a collaborative approach to designing a budget that assists in prioritizing new initiatives, reflecting district goals and initiatives, and ensures that the focus is on student success.

Indicator of Compliance:

- The documentation of the budget formation process, including groups of constituents who can provide input to the decision-making process.
- A public hearing is scheduled prior to adopting the budget to provide opportunities for feedback

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent may not develop a budget that:

5.10 Plans for the expenditure in any fiscal year of more funds than are conservatively projected to be available during the year.

Superintendent Interpretation:

I interpret this to mean that the annual expenditure budget cannot be more than the expected beginning fund balance plus revenues expected for the year.

Indicator of Compliance:

- The expenditures proposed in the annual budget is in alignment with anticipated revenues and fund balance resources.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent may not develop a budget that:

5.11 Provides for an anticipated year-end fund balance of less than five percent of the projected revenue.

Superintendent Interpretation:

I interpret this to mean that the budgeted beginning fund balance, revenues, and use of expenditures does not cause the ending fund balance to be below 5% percent of the projected annual revenue.

Indicator of Compliance:

- The general fund balance meets or exceeds the 5% reserve requirement.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-6 Financial Administration

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE 6, Financial Administration, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary:

Signed: _____
Superintendent

Date: _____

BOARD ACTION:

With respect to Operational Expectations Policy, OE 6, Financial Administration, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____
Board President

Date: _____

OE-6: FINANCIAL ADMINISTRATION

The Superintendent shall not cause or allow any financial activity or condition that materially deviates from the budget adopted by the Board; cause or allow any fiscal condition that is inconsistent with achieving the Board's *Results* priorities or meeting any *Operational Expectations* goals; or places the financial health of the district in jeopardy.

Superintendent Interpretation:

I interpret "financial activity or condition" to mean expenditures or use of fund balance without Board approval throughout the fiscal year. This does not include uncontrolled circumstances such as a major increase in previously established costs such as energy-related expenditures or major unexpected maintenance expenditures.

I interpret "materially deviates" as exceeding 2% of total established revenue budgeted amount.

I interpret "fiscal condition" to mean an unbalanced current year budget or actions that cause an unbalanced budget. Unbalanced current year budget is defined as having a negative fund balance.

The Superintendent will:

6.1 Assure that payroll and legitimate debts of the district are promptly paid when due.

Superintendent Interpretation:

I interpret "payroll and legitimate debts of the district" to mean that all payments are legal, valid, and approved by the proper district authority.

I interpret "promptly paid when due" to mean that payments are made within a timeline that complies with the law, meets vendor/employee expectations, and avoids late payments or finance charges.

Indicators of Compliance:

- System or process errors do not affect the compensation of employee groups.
- Payroll taxes, retirement obligations, and other deductions are distributed to the associated governmental entity or vendor within statutory, contractual, or agreed-upon timelines.
- All other debts are paid within 30 days of receipt of invoice by Accounts Payable and/or as per contract agreements.
- No vendor action is taken against the district for late payments.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

6.2 Assure that all purchases are made considering comparative prices of items of similar quality, considering a balance between cost and long-term quality and using competitive procurement procedures required by law.

Superintendent Interpretation:

I interpret "comparative prices of items of similar quality" to mean that cost and value are included as criteria when making purchasing decisions for items which do not require a competitive bidding process.

Indicator of Compliance

- Purchases are made in accordance with administrative policies, state law and federal guidelines.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

6.3 Coordinate and cooperate with the financial auditor for an annual audit of all district funds and accounts.**Superintendent Interpretation:**

I interpret this to mean that the district will provide timely and accurate schedules and information as requested by the Financial Auditor.

Indicators of Compliance:

- Financial Auditor reports no concerns regarding district cooperation with the auditing process.
- Completed annual audits and audited results are reported to all appropriate entities in accordance with statutory guidelines.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:**6.4 Make all reasonable efforts to collect any funds due the district from any source.****Superintendent Interpretation:**

I interpret “reasonable efforts” to mean that a procedure and process is in place to generate regularly scheduled invoices for amounts due to the district and that no material (as defined by external auditor) write-off of accounts receivable are made at the end of each year.

I interpret “any funds due the district” to mean federal, state, and miscellaneous/local accounts receivable in all funds.

Indicators of Compliance:

- State and federal payments are monitored against expected revenue.
- The prior year-end audit indicates no material (as defined by the state auditor) losses anticipated from accounts receivable.
- The district has procedures in place to minimize delinquent accounts receivable.
- The district has procedures in place for collection of student fines and fees.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:**6.5 Keep complete and accurate financial records by funds and accounts in accordance with Generally Accepted Accounting Principles (GAAP).****Superintendent Interpretation:**

I interpret this to mean that the district will prepare accurate and timely interim and year-end financial reports in conformity with GAAP and the Governmental Accounting Standards Board.

Indicators of Compliance:

- Interim and year-end financial reports conform to GAAP, Governmental Accounting Standards Board, and the Accounting Manual for Public School Districts in the State of Washington.
- The annual audit from the state auditor shows that the year-end financial reports are in compliance.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:**6.6 Publish a financial condition statement annually.****Superintendent Interpretation:**

I interpret “publish” to mean that the District makes the Adopted Budget Year-End Financial Report and Annual State Audit available to the public in written and electronic form.

I interpret “annually” to mean a report which contains fiscal information detail on a yearly basis.

Indicators of Compliance:

- The Adopted Budget, Year-End Financial Report, and Annual State Audit are submitted to the Board.
- The Adopted Budget, Year-End Financial Reports, and Annual State Audit are available to the public in written form and in electronic form on the district’s website.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:**6.7 Ensure that all required reports are accurate and filed in a timely manner.****Superintendent Interpretation:**

I interpret this to mean that all necessary reports as defined as federal, state, county, or city related to the district’s financial activity will be filed without error and within the timeframe in which they are due.

Indicators of Compliance:

- Accurate and timely Year- End Financial Reports conform to GAAP, Governmental Accounting Standards Board, and the Accounting Manual for Public School Districts in the State of Washington
- The district does not receive formal notification of any required financial reports that have not been filed accurately or returned funds due to reports that were past due.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent may not – without Board approval**6.8 Expend more funds than have been received in the fiscal year unless revenues are made available through other legal means, including the use of fund balances, the authorized transfer of funds from reserve funds or from tax anticipation notes.****Superintendent Interpretation:**

I interpret “may not expend more funds than have been received” to mean that the district must produce a balanced budget with revenues (as defined by GAAP) equal to or exceeding expenditures (as defined by GAAP) unless the district uses authorized reserves from the fund balance or other authorized district funds.

Indicators of Compliance:

- The Adopted Budget discloses estimated revenues and expenditures and any planned use of fund balance.
- Monthly financial reports indicate any deviations from planned fund balances and reserves.
- The Year-End Financial reports indicate actual revenues and expenditures and any use of fund balance.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent may not – without Board approval

6.9 Indebt the organization.

Superintendent Interpretation:

I interpret “indebt the organization” to mean that any new debt, other than routine liabilities, will be Board approved. Routine liabilities will include such items as payroll due to hiring of staff, accounts payable, and Board approved contracts.

Indicators of Compliance:

- Any new debt such as Bonds and Revenue Anticipation Notes will have Board approval.
- Alignment with Board approved budget.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not – without Board approval

6.10 Expend monies from the reserve funds.

Superintendent Interpretation:

I interpret “expend monies from reserve funds” to mean that the district will not, without direct Board approval or through the budgeting process, use funds in either an undesignated reserve fund set aside by GAAP or a Board approved designated reserve fund.

Indicators of Compliance:

- Interim and year-end reports for the current year will reflect fund balance reserves in line with Board approved use of reserve funds.
- The General Fund ending Fund balances meets or exceed the five percent reserve requirement.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not – without Board approval

6.11 Permanently transfer money from one fund to another.

Superintendent Interpretation:

I interpret this to mean that the district will not make permanent financial transfers between funds, which are not Board approved and according to Generally Accepted Accounting Principles. Temporary transfers of funds will be allowed as long as a “blanket” resolution authorizing temporary transfers between funds for cash flow purposes is approved by the Board during the fiscal year.

Indicator of Compliance:

- All actual financial transfers between funds are included in the annual budget approved by the Board or are separately approved by the Board.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not – without Board approval

6.12 Receive, process or disperse funds under controls that are insufficient under generally accepted accounting procedures.

Superintendent Interpretation:

I interpret this to mean that internal controls over the financial reporting process and over compliance are annually evaluated and documented and are in compliance with GAPP. Internal controls will also be in compliance with other related requirements as established by law.

Indicators of Compliance:

- Budget staff monitor school site and program transactions to ensure expenditures are in compliance with required guidelines.
- An unqualified audit opinion with no material weaknesses or significant deficiencies is received in the annual Financial Audit.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent may not – without Board approval

6.13 Invest funds in investments that are not secured or that are not authorized by law.

Superintendent Interpretation:

I interpret this to mean that all investments are in statutorily allowable instruments separated in distinct accounts. I interpret “funds” to mean money or capital with the control of the District. I interpret “investments” to mean the commitment of District funds or assets with the purpose of gaining profitable returns in the form of interest, income, dividend, and appreciation of value.

Indicators of Compliance:

- The District invest funds through the county treasurer as required by law.
- No losses are incurred by the District on deposits and investments.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-7 Asset Protection

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-7, Asset Protection, the Superintendent certifies that the proceeding information is accurate and complete and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary:

Signed: _____
Superintendent

Date: _____

BOARD ACTION:

With respect to Operational Expectations Policy, OE-7, Asset Protection, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____
Board President

Date: _____

OE-7: ASSET PROTECTION

The Superintendent will assure that all district assets are adequately protected, properly maintained, appropriately used and not placed at undue risk.

Superintendent Interpretation:

I interpret this to mean that assets – physical, intellectual, and financial – shall be protected from loss or damage through adequate security, controls, and preventative maintenance. Additionally, sufficient indemnity protection will be maintained so that assets are protected in such a manner that the district's financial position, legal position, and public image are not susceptible to damage.

The Superintendent will:

7.1 Maintain property and casualty insurance coverage on district real and personal property with real property limits equal to 100 percent of replacement value.

Superintendent Interpretation:

I interpret this to mean that the district will purchase insurance or will have adequate resources and legal mechanisms to self-insure and to replace or repair buildings and their contents in the event they are damaged or destroyed. The coverage will provide for 100% of current replacement value, less deductibles, to minimize the financial impact to the district's operating budget.

Indicators of Compliance:

- Indemnity protection policies in place providing all-risk property coverage equal to 100 percent replacement value subject to a basic deductible of \$5,000 per covered occurrence.
- Machinery coverage is included to a \$5,000 per occurrence deductible except for designated losses and perils.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

7.2 Maintain Errors and Omissions, Employment and Comprehensive General Liability insurance coverage protecting board members, staff, and the district itself in an amount that is reasonable for school districts of comparable size and character.

Superintendent Interpretation:

I interpret this to mean that the district will purchase and maintain adequate indemnity protection coverage that will defend and indemnify all Board members, staff, and the district itself against the risk of financial loss resulting from third-party legal action or challenge as determined by the Washington Schools Risk Management Pool (WSRMP).

The district will also maintain appropriate Worker's Compensation coverage to satisfy state statutory requirements and address the fiscal liabilities arising from workplace injuries and illness.

Indicators of Compliance:

- Liability and Workers' Compensation Indemnity protection in place which meets or exceeds Washington law and regulations.
- Participation in annual evaluations to monitor loss control and rates.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

7.3 Adequately protect the district against theft or misappropriation of funds by any personnel who have access to material amounts of district or school funds.

Superintendent Interpretation:

I interpret this to mean that the district will protect itself by providing crime coverage applicable to circumstances in which district employees or their agents handle cash or certain types of asset transactions in the performance of the district's operations.

Indicators of Compliance:

- Crime coverage in place with sufficient limits, subject to a \$5,000 deductible per covered loss.
- District employees who are required by policy or law to be bonded are bonded
- Training is provided for staff who regularly handle district funds.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

7.4 Protect intellectual property, information, files, records and fixed assets from loss or significant damage.

Superintendent Interpretation:

I interpret this to mean that data and all fixed assets owned by the district will be protected from loss or damage. This responsibility includes the security of personal information and data and work product. The cost to provide this protection shall be reasonable in accordance with the risk.

Intellectual property is defined as property rights created through intellectual and/or discovery efforts of a creator that is generally protectable under patent, trademark or copyright.

Fixed assets are tangible property used for the operation of business, such as buildings, machinery, fixtures, furniture, and equipment.

Indicators of Compliance:

- Procedures in place to protect paper files.
 - All sites that hold employee and student data have a card or key access limited to authorized employees.
 - Paper records are being replaced with electronic records as much as possible.
 - Contract for confidential document destruction is in place and utilized.
- Procedures are in place to protect fixed assets.
 - Fire and security alarms are in place for all district buildings and are monitored at all times.
 - Inventory of fixed assets is conducted once every three years.
- Procedures are in place to back up and protect electronic files
 - Contracted service provider provides 24x7 monitoring of the district's network traffic to verify attempted intrusions, identify network usage for nefarious reasons, and stability of the overall network.
 - Security certificates for district applications guarantee a secure computing environment.
 - All electronic intellectual property, information, files and records are required to be stored within district approved on-premise or district contracted cloud storage. Security to the network is through individual login and password. Any information accessed through our district web portal is accessed via a secure socket layer (encrypted) connection. Internal security levels within all our systems screen access on a need-to-know basis. All staff who have access to private and confidential data are fully trained on the data practice laws.
 - All electronic records and data are backed up on a nightly basis.
- Reported losses through Information Technology, Police and Risk Management are evaluated and corrective actions taken.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

7.5 Properly preserve and dispose of all records related to affairs or business of the district.

Superintendent Interpretation:

I interpret this to mean that records are retained in accordance with the state's record retention requirements.

I interpret "dispose" to mean the appropriate action for destruction, archival, or transfer of temporary and permanent records scheduled and performed in accordance with state record retention requirements.

Indicator of Compliance:

- Records are retained in accordance with the state's record retention requirements.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not, without the Board's approval:

7.6 Permit equipment to be subject to improper use or insufficient maintenance.

Superintendent Interpretation:

I interpret this to mean that the district must ensure that all equipment of the district (such as computers, vehicles, machinery, boilers and air handling units) are used in a manner for which they were intended by the district and maintained with an appropriate service cycle so that their full life and value are optimized. The district will ensure that sufficient protection of equipment is in place.

Indicator of Compliance:

- Equipment such as computers, vehicles, boilers, air handling units and machinery routinely exceed their expected useful life.
- All equipment is maintained per required schedules.
- Safety Training on use of equipment and safety protocols are provided as appropriate; deficiencies are identified and corrected.
- Preventative maintenance programs are in place and executed.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not, without the Board's approval:

7.7 Unreasonably expose the district, the Board, or staff to legal liability.

Superintendent Interpretation:

I interpret this to mean that the Superintendent will not knowingly take actions or require others to take actions that are "reckless" or careless to the point of being heedless of the consequences and would expose the district, Board members, or staff to legal liability.

Appropriate steps will be taken to pre-empt unnecessary exposure or liability on behalf of the district, Board members, and staff. The district will maintain a system of guidance and processes to protect against legal missteps.

This provision does not mean that when legal challenges arise during the normal course of business that the district is necessarily out of compliance.

Indicators of Compliance:

- Contracts are in place with outside law firms which specialize in particular areas of education law.
- The Superintendent routinely seeks advice from legal counsel in a proactive and intentional manner to pre-empt unnecessary legal exposure. In the event of a legal challenge or exposure, the Superintendent seeks advice from legal counsel to appropriately bring resolution to the challenge.
- Any significant legal challenges are discussed with all Cabinet and Board members.
- District training in areas such as harassment training, Right-to-Know training (infectious disease, hazardous materials), and Fair and Respectful hiring practices are in place to protect employees, students, and the district from harm and legal liability.
- Support staff is in place and routinely consulted (Legal, Risk Management and Human Resources).
- Screening procedures are in place for employees and district volunteers.
- On-going risk assessments are performed to limit district exposure and liability.
- Contractual provisions provide language which protect the district against negligence and ensures adequate insurance is provided.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not, without the Board's approval:

7.8 Take any action that damages the district's public image or credibility.

Superintendent Interpretation:

I interpret this to mean that the Superintendent will not conduct business in a manner that jeopardizes the district's public image through dishonest, illegal, unethical, or imprudent practices. This provision does not mean that in the normal course of doing business, when employees or community members disagree with district actions or decisions that the district is necessarily out of compliance with this provision.

Indicators of Compliance:

- Implementation of timely and honest communications through recurring communications with parent and community stakeholder groups.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-8 Communication with and Counsel to the Board

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____ Date
_____ Monitoring Report	_____ Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-8, Communication with and Counsel to the Board, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy, OE-8, Communication with and Counsel to the Board, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____ Date: _____
Board President

OE-8: COMMUNICATION WITH AND COUNSEL TO THE BOARD

The Superintendent shall assure that the Board is fully supported and adequately informed about matters relating to Board work and significant district concern.

Superintendent Interpretation:

I interpret “fully supported and adequately informed” to mean that the School Board will be notified in advance, whenever possible, of “matters relating to Board work” including trends, facts and best practice, budget matters, internal and external viewpoints related to Board decisions, and anticipated noncompliance with any Operational Expectations policy or anticipated failure to achieve reasonable progress on Results Policies, or administrative actions that require Board approval.

Information from the Superintendent will indicate if a Board vote is necessary. I interpret “significant district concern” to include information that receives broad media coverage or information that could be detrimental to the District.

The Superintendent will:

8.1 Submit required monitoring data (see policy *B/SR-5–Monitoring Superintendent Performance*) in a thorough, accurate and understandable fashion, according to the Board’s annual work plan schedule, and including both Superintendent interpretations and relevant data to document compliance or reasonable progress.

Superintendent Interpretation:

The Superintendent will determine a template for submitting written monitoring reports that ensures these reports are accurate, thorough, and understandable for their review.

This template will include a Superintendent interpretation of each policy and relevant evidence to show that the district has made reasonable progress on results and compliance/non-compliance on operational expectations.

The Superintendent will submit monitoring reports to the Board for review and action based on a schedule that the board approves.

Indicator of Compliance:

- Board work plan schedule with monitoring dates and resulting Board action.

Evidence of Compliance:

In Compliance	Not In Compliance
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Board Findings:

In Compliance	Not In Compliance
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The Superintendent will:

8.2 Advise the Board, in a timely manner, about trends, facts and other information relevant to the district and Board’s work, especially legal findings and regulatory directives and other matters that pose significant risk.

Superintendent Interpretation:

I interpret “timely manner” to mean that Board members are informed before other stakeholder groups whenever possible, and the Board is updated prior to the announcement of a decision.

I interpret “information about trends, facts” to include educational research and perceptual and achievement data.

I interpret “other information relevant to the Board’s work” to include information, within reason, that helps the Board to carry out their designated duties.

I interpret “significant risk” to mean those matters that may result in significant media coverage, financial loss, harm to the District’s image, or change in policy and practice that disrupts the operation of the District.		
Indicator of Compliance: <ul style="list-style-type: none"> – The Board receives regular updates on weekly activities through Board Briefs. – The Board receives timely updates related to situational events via email and phone calls. – The Board receives summative information for district projects and initiatives that require a Board decision (i.e., budget, enrollment, demographic, projected impact). – Board meeting presentations contain useful data and information to provide ongoing updates related to District programs and initiatives. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will: 8.3 Inform the Board of significant transfers of money within funds or other changes substantially affecting the district’s financial condition.		
Superintendent Interpretation: I interpret “significant transfers of money within funds” to mean that I will notify the board of a decrease or increase in specific revenues or expenditures or change in fund balance that exceed 2% of the total established revenue budget amount.		
Indicator of Compliance: <ul style="list-style-type: none"> – The Adopted Budget discloses estimated revenues and expenditures and any planned use of fund balance. – Monthly financial reports indicate any deviations from planned fund balances and reserves. – The Year-End Financial reports indicate actual revenues and expenditures and use of fund balance. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will: 8.4 Assure that the Board has adequate information from a variety of internal and external viewpoints to assure informed Board decisions.		
Superintendent Interpretation: I interpret “adequate information” to mean a reasonable amount of opinions and expert advice to support decision making. I interpret “variety of internal and external viewpoints” to mean that Superintendent will provide the Board with input from multiple perspectives and opinions on Board decisions when requested by the Board or when deemed reasonable by the administration. The input will come from stakeholders and represent the views from subgroups as appropriate.		
Indicator of Compliance: <ul style="list-style-type: none"> – Indicators will be aligned to specific decisions, and may be in the form of reports, presentations, survey results, or other summary information documents. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

8.5 Inform the Board of anticipated significant media coverage.

Superintendent Interpretation:

I interpret “significant media coverage” to mean stories or events that are likely to be reported in the local, state or national media that have a positive or negative impact on the district or are likely to create substantial stakeholder interest.

Indicator of Compliance:

- Updates via email/phone calls alerting the Board regarding potential or actual media coverage.
- Updates via email/phone calls alerting the Board about significant incidents and events.

Evidence of Compliance:

In Compliance	Not In Compliance
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Board Findings:

In Compliance	Not In Compliance
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The Superintendent will:

8.6 Inform the Board, the Board President or individual members if, in the Superintendent’s opinion, the Board or individual members have encroached into areas of responsibility assigned to the Superintendent or if the Board or its members are non-compliant with any *Governance Culture or Board/Superintendent Relations* policies.

Superintendent Interpretation:

If a Board member is perceived to be operating in a manner that is outside of the expectations established in the Board Governing Policies, the Superintendent will bring this to the attention of the Board member and the Board president. If the concern persists, the Board member violation will be handled in accordance with established Board policy – GC-9, Process for Addressing Board Member Violations.

Indicator of Compliance:

- Notifications of non-compliance are submitted to the Board President.

Evidence of Compliance:

In Compliance	Not In Compliance
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Board Findings:

In Compliance	Not In Compliance
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The Superintendent will:

8.7 Present information in simple and concise form, indicating clearly whether the information is incidental, intended for decision preparation, or for formal monitoring.

Superintendent Interpretation:

I interpret this to mean that Board members appreciate information in a format that simplifies, rather than complicates their decision-making.

I interpret that incidental information is meant to keep Board members in the loop or knowledgeable about the district or informed on a specific item for situational context.

I interpret that information intended for decision preparation means information needed to inform a decision on an action item in either the consent or board action agenda.

I interpret information for formal monitoring means the data or narrative used to support a decision regarding compliance with policies being monitored.

Indicator of Compliance: <ul style="list-style-type: none"> – Board packet information will clearly indicate the role the Board is asked to take related to information presented to the Board at a board meeting. – Information presented to the Board will clearly identify whether the Board should use the information as information only or information related to a formal Board monitoring report or Board action on an agenda item. – Information presented to the Board will be in a format that provides the greatest amount of clarity for understanding with appropriate context and supporting information. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

8.8 Treat all members impartially and assure that all members have equal access to information.

Superintendent Interpretation:

I interpret this to mean that the Superintendent will give Board members the same information related to Board work, using the same delivery system within the same timeframe.

I also interpret this to mean that the Superintendent will ensure all Board members receive timely information related to emergencies or significant events which may include having the Board President assist with timely communication.

Indicator of Compliance: <ul style="list-style-type: none"> – Email updates will be sent to all Board members. – Phone calls will be made to all Board members when needed. – Weekly information is sent in the form of Board Briefs. – Board members have access to all Board meeting materials in preparation for regular and special Board meetings. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

8.9 Work with the Board as a whole except when:

- Fulfilling individual requests for information or counsel, provided such requests are not disruptive or do not require an inordinate amount of staff time or resources;**
- Working with officers or committees duly charged by the Board; or**
- Communicating with the president.**

Superintendent Interpretation:

I interpret this to mean that the Superintendent will view the Board as one governing body and as such will view all members as equal partners in the work of the Board.

I interpret “work” to mean the ongoing activities that allow Board members to fulfill the duties of their elected position in collaboration with the Superintendent as defined by Board policy.

Indicator of Compliance: <ul style="list-style-type: none"> – Board members receive information through email and web access. – Board members meet regularly with the Superintendent to discuss matters related to Board service. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

8.10 Inform the Board in a timely manner of any actual or anticipated noncompliance with any Board *Operational Expectations* policy or any anticipated failure to achieve reasonable progress toward any *Results* policy.

Superintendent Interpretation:

I interpret this to mean that the Superintendent will notify the Board when issues arise in the organization that may lead to non-compliance with any Board Governing Policy (including any Operational Expectations), state or federal statute, or lack of progress towards any Board Results Policy. This notification may be included within a monitoring report or, in the event of no timely upcoming scheduled monitoring report, at the time the Superintendent is made aware of the issue.

Indicator of Compliance:

- Formal notifications of non-compliance presented to the Board.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.11 Provide for the Board adequate information about all administrative actions and decisions that are delegated to the Superintendent but required by law to be approved by the Board.

Superintendent Interpretation:

I interpret this to mean that when statute requires Board action on items that the Board has delegated to the Superintendent (as defined by Board/Superintendent Relationship Policies B/SR-1 through 5) and the items do not routinely appear in the Board's agenda, the Superintendent will advise the Board of the items, including that their approval is required to fulfill their legal obligation and request Board action be taken. The Superintendent will ensure that the Board has the necessary and complete information needed to act on such items.

Indicator of Compliance:

- Reports to the Board on items that require Board action.
- Resulting Board action on the items presented.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.12 Inform the Board in a timely manner of the administrative disposition of complaints referred to the Superintendent by the Board.

Superintendent Interpretation:

I interpret this to mean that when a complaint is presented to the Superintendent by the Board in any forum, the Superintendent will work to resolve the complaint with the complainant and notify the Board of the administration's final disposition when determined.

Indicator of Compliance:

- Written or oral responses to questions/comments/concerns brought up at board meetings.
- Written or oral responses to question/comments/concerns brought to the Superintendent's attention outside of board meetings.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.13 Inform the Board in advance of any significant deletions of, additions to, or modifications to any instructional programs or administrative policies.

Superintendent Interpretation:

I interpret "inform the Board in advance" to mean that Board members are notified before other stakeholder groups whenever possible, and the Board is updated prior to the announcement of a decision.

If a major change is to be made by the administration related to the instructional programs, the Superintendent will notify the Board of the decision, including background and policy rationale for this decision. Major instructional changes include changes as a result of an evaluation and review process, graduation requirements, district-wide assessment, and grading systems.

Indicator of Compliance:

- Presentations to the Board on significant instructional program modifications.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

8.14 Recommend for Board approval school attendance boundaries that consider the impacts on students, families, and the community and are appropriate to the effective and efficient operation of the district

Superintendent Interpretation:

I interpret this to mean that any changes being considered that impact the currently established attendance areas will be brought to the Board for recommendation and approval with supporting information that sufficient to inform the Board and allow for Board input and action on proposed changes.

Indicator of Compliance:

- The Board will have a presentation on any proposed attendance boundary changes with information that clearly identifies the outcomes of proposed changes with impacts on students, families, and the community. The information will also clearly identify any District benefits resulting from the proposed changes.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-9 Communication and Engagement with the Community

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-9, Communication and Engagement with the Community, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-Compliant

Executive Summary:

Signed: _____
Superintendent

Date: _____

BOARD ACTION:

With respect to Operational Expectations Policy, OE-9, Communication and Engagement with the Community, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____
Board President

Date: _____

OE-9: COMMUNICATION AND ENGAGEMENT WITH THE COMMUNITY

The Superintendent shall assure that the community is informed about the condition of the district and engaged in defining and supporting its direction.

Superintendent Interpretation:

I interpret “community is informed” to mean that employees, parents, students, and community members receive regular communication in a variety of formats throughout the year, including written documents as well as verbally.

I interpret “the condition” of the district to mean information regarding district finances, academic results, climate, honors, and ongoing items of general interest related to schools or programs.

I interpret “engaged in defining and supporting” to mean the opportunity to share feedback, ideas, questions and concerns through multiple formats, including two-way dialogue on matters related to the District.

I interpret the District’s “direction” to mean communication related to the District’s Strategic Plan goals and major initiatives.

The Superintendent will:

9.1 Assure the timely flow of information, appropriate input, and strategic two-way communication between the district and its communities to build understanding and support for district efforts.

Superintendent Interpretation:

I interpret “timely flow” to mean that District stakeholders hear, read, or otherwise see emergency information as quickly as possible. I also interpret this to mean that there is opportunity to read or see information about District initiatives and have opportunity to share feedback and ideas when appropriate and/or required.

I interpret “appropriate input” to mean the District will provide a clear way for stakeholders to share thoughts, concerns, questions, and ideas.

I interpret “strategic two-way communication” to mean that the District routinely engages stakeholders in regular conversations related to the direction of the District and strategic initiatives.

I interpret “builds understanding and support” to mean that stakeholders believe they are knowledgeable about District initiatives, programs, and goals. Additionally, stakeholders believe the District initiatives, programs, and goals positively impact the mission of the District.

Indicator of Compliance:

- District written communication publications are sent on a regular basis and includes ongoing information on district initiatives and project updates.
- The district website contains information that is regularly updated and relevant to current items of interest or need.
- District information is available in multiple languages as required by State law.
- Social media is used to provide timely updates on items of interest or emergencies.
- The District utilizes web-based and in-person solutions that increase two-way communication and exchange of thoughts, concerns, questions, and ideas.

Evidence of Compliance:

In Compliance	Not In Compliance
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Board Findings:

In Compliance	Not In Compliance
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The Superintendent will:

9.2 Maintain family engagement that recognizes the developmental needs of our diverse students and ensures active participation of students' families.

Superintendent Interpretation:

I interpret "family engagement" to mean activities and initiatives that connect families and promote a sense of belonging to the District as a whole and individual schools.

I interpret "developmental needs" to mean the unique strengths and characteristics.

I interpret "diverse students" to mean the range of abilities, interests, backgrounds, and cultures represented within the student population.

I interpret "ensures active participation" to mean strategies and initiatives that encourage frequent attendance at or involvement in District and/or school activities and events.

Indicator of Compliance:

- District information, activities, and events are accessible to all students and families.
- Climate survey data point that indicates the perception of inclusion and accessibility with indicators for disaggregated identifiers. (baseline)

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

9.3 Develop connections and strategic partnerships throughout the larger community focused on understanding and contributing to district efforts to help all students achieve defined district Results.

Superintendent Interpretation:

I interpret "develop connections and strategic partnerships" to mean those activities that establish a relationship with the District and promote goodwill, opportunities for students and staff, and formalized arrangements that enhance program and curriculum enhancement and/or district operations and systems.

I interpret "the larger community" to mean areas within the school district boundaries and throughout the region.

I interpret "understanding and contributing to" to mean a sense of connection, purpose, and involvement related to the District's mission and goals for student achievement with outcomes that may include specific actions and/or initiatives.

Indicator of Compliance:

- Documentation of formalized partnerships and specific connection to district initiatives.
- Regular participation in community organizations and groups that directly support the district through donations, programs, and volunteerism.
- Weekly documentation through established communications between the Superintendent and the Board.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

9.4 Prepare and publish, on behalf of the Board, an annual progress report to the public that includes the following items:

- a. Data indicating student progress toward accomplishing the Board's *Results* policies.
- b. Information about school district strategies, programs and operations intended to accomplish the Board's *Results* policies.
- c. Information about the district's financial condition, including revenues, expenditures and costs of major programs.

Superintendent Interpretation:

This section of the policy is explicitly stated and does not require further interpretation.

Indicator of Compliance:

- The annual monitoring reports for the Board's Results policies are posted and available on the District website.
- The LWSD Annual Report includes disaggregated data related to qualitative and quantitative indicators based on the LWSD Strategic Plan and Results policies.
- The District provides regular financial updates through monthly Board reports, presentations, and annual Budget formation and review.
- The District provides information and access to state-reported data related to academic achievement.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-10 Learning Environment/Treatment of Students

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____ Date
_____ Monitoring Report	_____ Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-10, Learning Environment/Treatment of Students, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary:

Signed: _____
Superintendent

Date: _____

BOARD ACTION:

With respect to Operational Expectations Policy, OE-10, Learning Environment/Treatment of Students, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____
Board President

Date: _____

OE-10: LEARNING ENVIRONMENT/TREATMENT OF STUDENTS

The Superintendent shall establish and maintain a learning environment that is safe, respectful, free from unnecessary disruption and conducive to effective learning.

Superintendent Interpretation:

I interpret this to mean that the District's role is to develop and maintain schools that keep students safe and secure from physical and emotional danger or harm. Further, I interpret this to mean that our campuses will be places of mutual respect, where adults and students in our school system have a strong sense of belonging and regard for each other with consideration and appreciation.

I interpret "safe" to be physically, emotionally, socially, and academically secure.

I interpret "respectful" to mean a place where students, staff, and visitors feel valued and treated with kindness.

Finally, I interpret "environment...conducive to effective learning" to mean that schools will establish and maintain conditions that support students in learning the habits, skills and knowledge necessary to become lifelong learners ready for college, careers, and the global workplace.

The Superintendent will:

10.1 Maintain a collaborative school culture that ensures high expectations and success for all children in all classrooms through equitable and aligned systems and supports.

Superintendent Interpretation:

I interpret this to mean that high level of pro-active strategies and supports for students are implemented within the learning environment to promote learning and increase academic success.

I interpret "collaborative school culture" to mean the organizational attitudes and behaviors that result in a positive learning environment that fosters academic success for all students.

I interpret "high expectations" to mean that conditions are in place with the instructional practices and mindsets that allow every student to be engaged in their learning and achieving at their fullest capacity.

I interpret "equitable and aligned systems and supports" to mean the resources, systems, strategies, and interventions that are available and activated for all schools and for all students with the intent of keeping students on track to graduate.

Indicators of Compliance:

- Building School Improvement Plans (SIP) are developed collaboratively and include goals and strategies that are aligned with the district Strategic Plan and district-wide initiatives.
- Schools have developed and implemented expected teaming structures to support effective instruction and district-wide initiatives. (PLCs, RtI, PBIS, etc.)

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

10.2 Ensure an inclusive, equitable, welcoming and safe school environment.

Superintendent Interpretation:

I interpret this to mean that every student and adult is part of a school that values them as a unique person and provides a strong sense of connection and belonging.

I interpret “inclusive” to mean that all students can access the curriculum, activities, and opportunities that support student learning and a sense of belonging.

I interpret “equitable” to mean that all students have opportunities to explore a range of interests and activities without unnecessary or arbitrary barriers.

I interpret “welcoming and safe” to mean a place where students feel physically, emotionally, socially, and academically secure with a strong sense of belonging.

Indicators of Compliance:

- Percent of students who indicate on the Panorama survey that they believe their school is a place that reflects an inclusive, equitable, welcoming, and safe environment. (Baseline year)
- The District has adopted specific policies proscribing behaviors which promote inclusive, equitable, welcoming and safe environments as well as specific policies prohibiting behaviors that inhibit this type of environment.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

10.3 Ensure that all policies and procedures regarding discipline are collaboratively developed, appropriately communicated to students and parents, and enforced consistently using reasonable judgment.

Superintendent Interpretation:

I interpret this to mean that the school district assures that the practices and strategies outlined in the Code of Conduct and Handbook are followed with the appropriate judgment for each student discipline case by all staff.

I interpret “discipline” to mean infractions that occur within the School District’s purview and responsibility for supervision.

I interpret “collaboratively developed” to mean that there are opportunities for feedback when appropriate to modify established guidance for the codes of conduct.

I interpret “appropriately communicated” to mean that information is communicated in a variety of formats through district communication tools, including handbooks, web sites, and school/district events.

I interpret “enforced” to mean monitored and acted upon based on the guidelines in the student handbook.

I interpret “consistently” to mean that all staff follow established guidelines with fidelity in alignment with district policy and applicable state and federal laws.

I interpret “reasonable judgment” to mean conducted in a manner informed by fact, information, and a level of expertise that is expected to make a valid and defensible decision.

Indicators of Compliance:

- The school district and schools receive input from stakeholders regarding annual updates to discipline guidelines.
- Student discipline is applied consistently across the district as evidenced by low variability with respect to duration or form of exclusionary discipline relative to a specific disciplinary code.
- Student expectations are available in multiple formats and multiple languages.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

10.4 Appropriately collect, use, and protect confidential student information.

Superintendent Interpretation:

I interpret this to mean that the school district will follow applicable state and federal laws regarding the appropriate handling of student information and will apply reasonable safeguards to ensure the integrity and privacy of student information.

I interpret that “confidential student information” to mean cumulative records, Special Education records and data that is in the student information system. Further, I interpret this provision to mean that only relevant and needed records are collected and that access to data is limited to staff with passwords or keys. Also, I interpret this to mean that the transmittal of this data through email, text messages, mail and phone conversation and storage of records (in locked areas or on password protected computers) shall be protected against access by:

- Adult volunteers
- The general public
- Student assistants in offices and classrooms
- Staff with no clear professional interest in a student matter of record

Indicators of Compliance:

- The absence of audit findings with respect to the collection or use of student information.
- The presence of policies governing the collection and use of student information in alignment with applicable state and federal laws.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

10.5 Assure that no volunteer has unsupervised contact with students without first clearing reasonable background inquiries and checks.

Superintendent Interpretation:

I interpret “reasonable background inquiries and checks” to mean those checks available to school districts within the State of Washington that would be likely to identify if an individual has been convicted of a felony or is registered as a sex offender and would therefore be disqualified from volunteering.

Indicators of Compliance:

- The district has clearly definable processes for onboarding procedures and the verification of volunteers.
- The district has evidence in the form of reports for the number of volunteers that have applied, submitted background checks, and were rejected by virtue of indicators from a background check.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not:

10.6 Tolerate any behaviors, actions, or attitudes by adults who have contact with students that hinder the academic performance or the well-being of students.

Superintendent Interpretation:

I interpret this to mean that the Superintendent upholds expectations for how adults interact with students in the school environment, ensuring that all adults have the common goal of being supportive and acting with the students' best interest in mind.

I interpret "tolerate" to mean the acceptance or condoning of actions that negatively affect students or the learning environment.

I interpret "behaviors and actions" to be verbal comments/statements or physical actions directed toward students.

I interpret "attitudes" to mean a mindset or position that influences the actions toward students.

I interpret "contact" to mean acting in the role of a teacher, coach, supervisor, or support to students.

I interpret "well-being" to mean the sense of health, safety, and belonging in the learning environment.

Indicator of Compliance:

- The district has specific policies outlining expectations for adult behaviors with respect to student welfare.
- The district provides appropriate notice of policies and expectations to staff, volunteers and other adults who have contact with students.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent may not:

10.7 Permit unruly behaviors on school property and at school sponsored events by students or by adults that disrupt learning or that are disrespectful or dangerous.

Superintendent Interpretation:

I interpret this to mean that the Superintendent shall reasonably prevent, discourage or ban any incident that negatively impacts student learning. As defined in district and board policy in alignment with state and federal laws, any illegal activity shall be banned.

I interpret "unruly" to mean behavior that disrupts or has a negative or unsafe impact on the learning environment or any school activity.

I interpret "disrespectful or dangerous" to mean those things that are specifically prohibited or forbidden on school grounds and during any school-sponsored activity as indicated in school, district, and state level established codes of conduct, and in alignment with all applicable state and federal laws.

Indicator of Compliance:

- The district has specific policies prohibiting behaviors by adults and students.
- The district provides notice to students and community regarding prohibition of such behavior.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-11 Instructional Program

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-11, Instructional Program, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values
_____ Is compliant
_____ Is compliant with the exceptions noted
_____ Is con-compliant

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy, OE-11, Instructional Program, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values
_____ Has failed to reasonably interpret the Board's values
_____ Is compliant
_____ Is compliant, with the exception of specific policy sub-parts
_____ Is con-compliant

Commendations/Direction:

Signed: _____ Date: _____
Board President

OE-11: Instructional Program

The Superintendent shall maintain a program of instruction that offers challenging and relevant opportunities for all students to achieve at levels defined in the Board's Results policies.

Superintendent Interpretation:

I interpret a "program of instruction" to mean:

- The subject-area knowledge and skills that are explicitly taught
- The instructional materials and other resources, including technology, that support teaching and learning
- The measurement of knowledge and skills acquired by students in each subject-area
- Courses or sequence of courses
- Planned academic co-curricular or extra-curricular activities
- Additional supports and guidance provided to students that are based on student needs or interests

I interpret "challenging opportunities" to mean the learning experiences that develop upon and extend students' academic, intellectual, or personal abilities.

I interpret "relevant opportunities" to mean the learning experiences that are either directly applicable to the personal aspirations, interests, or cultural experiences of students or that are connected in some way to real-world issues, problems, and contexts.

The Superintendent will:

11.1 Assure that instructional programs are based on a comprehensive and objective review of effective practices research.

Superintendent Interpretation:

I interpret "a comprehensive and objective review of effective practices" to mean a process whereby:

- A central office team and/or a committee or advisory consisting of a diverse group which may include parents, community members, administrators, and teachers with subject matter and/or instructional expertise and experience is formed.
- A framework is used to evaluate, select, and/or develop instructional programs that includes:
 - Effective practice research related to teaching, learning, content, and program implementation that is read and applied by the team or committee.
 - Evaluation criteria that are established based on relevant research reviewed.
 - The use of data that informs the decision-making process.
 - Plans for development and implementation of instructional programs based on research and data.
- Administrative policies and procedures are used to guide the process when applicable.

Indicators of Compliance:

The district documents processes and outcomes based on the following practices :

- The *Lake Washington School District Program Evaluation Framework* is used to evaluate instructional programs following implementation.
- Administrative Policy 2020 and Procedures 2020P, Textbook Section and Adoption, are used for the adoption of materials.
- *Lake Washington School District Curriculum Adoption and Assessment Cycle* is followed and updated on a consistent basis.
- The district develops and uses rubrics based on effective practices identified in research to evaluate instructional programs.
- The district prepares for program evaluations and acts on program evaluation feedback from external reviewers including the Washington Integrated System of Monitoring for special education conducted by the Office of Superintendent of Public Instruction (OSPI); the Consolidated Program Review, of selected state and federally funded programs including the Learning Assistance Program, Title

Programs, Highly Capable, CTE, Civil Rights and Tribal consultation, conducted by OSPI; and accreditation processes for our high schools.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

11.2 Base instruction on district academic standards that meet or exceed state and/or national standards.

Superintendent Interpretation:

I interpret “academic standards” to mean clearly articulated statements of what students should know and be able to do at each grade level. Standards help to ensure that all students have the skills and knowledge needed to be successful, while also helping people understand what is expected of our students.

Standards serve as a framework. Within that framework, teachers make instructional decisions based on knowledge of content and effective pedagogy and evidence of student needs. While standards should be the same for all students, teachers are responsible for planning, delivering, and adjusting instruction to help individual students meet the standards.

In Lake Washington School District, there are three major groups of standards for grades K-12:

The Common Core State Standards (CCSS): These are a set of national learning standards for mathematics and English Language Arts (ELA) that were adopted by Washington state in 2011. They were written to prepare students for college readiness and to compete in the global economy.

The Next Generation Science Standards (NGSS): Our science standards were adopted by the State of Washington in 2013. The NGSS describe what each student should know in the four domains of science: physical science; life science; earth and space science; and engineering, technology and science application.

Power Standards: We use prioritized Washington State and national standards or “Power Standards” for the other content areas. Power standards are selected because they meet one or more of the following criteria:

- **Endurance**: the skills and knowledge in the standards will be important throughout a student’s life
- **Leverage**: the standards include skills and knowledge that are important in multiple disciplines
- **Readiness**: the skills and knowledge in the standard are important for learning at the next level

Guidance and guidance documents for the use of standards are developed and updated during curriculum adoptions and when new standards are adopted by the state. Administrative policy and procedures are followed during these processes.

Indicators of Compliance:

The district documents processes and outcomes based on the following practices:

- *Administrative Policy 2020: Textbook Section and Adoption, Procedure 2020P: Adoption and Reconsideration of Instructional Materials, and Appendix A of Procedure 2020P* are used to ensure standards are incorporated into instructional materials.
- Standards alignment rubrics are used to evaluate curriculum during each adoption cycle.
- Standards and standards proficiency scales are developed for subject areas during curriculum adoptions and available to teachers on the *Lake Washington School District Curriculum and Assessment Framework*.
- Standards alignment guides are developed for subject areas during curriculum and standards adoptions and made available to teachers on the *Lake Washington School District Curriculum and Assessment Framework*.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

11.3 Align curriculum with the standards.

Superintendent Interpretation:

I interpret “align” to mean the process to identify where standards are expressed in the curriculum and to develop guiding documents for teachers so that they can plan for instruction that will allow students to meet each of the standards over the course of the semester, year, or longer.

I interpret “curriculum” to mean the course of study for each subject and corresponding adopted materials to help students meet standards. For curriculum to be effective it must be guaranteed, meaning that all students must have access to the same high-quality curriculum that is based on the standards and viable, meaning that there is adequate time for teachers to teach content and for students to learn it.

Indicators of Compliance:

The district documents processes and outcomes based on the following practices:

- *Lake Washington School District Curriculum and Assessment Framework* is maintained and updated during adoption of new standards and curriculum.
- *Lake Washington School District Curriculum Adoption and Assessment Cycle* is used to systematically review curriculum and align it to standards.
- *Administrative Policy 2020 and Procedure 2020P, Textbook Section and Adoption*, are used to ensure standards are matched to curriculum.
- Curriculum alignment guides for core subject areas are developed during curriculum and standards adoptions to identify where standards are addressed in the curriculum. Alignment guides are made available to teachers on the *Lake Washington School District Curriculum and Assessment Framework*.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

11.4 Effectively measure each student’s progress toward achieving or exceeding the standards.

Superintendent interpretation

I interpret “measure each student’s progress toward achieving or exceeding the standards” to mean the use of formative and summative assessments to monitor student learning. Formative measures provide frequent, ongoing feedback that informs adjustments to instruction. Summative measures document learning and students’ overall proficiency.

Indicators of Compliance:

- Annual communication is provided to certificated staff and administrators indicating which district and state assessments are required and which ones are available for optional use (Appendix J LWEA-LWSD Negotiated Agreement).
- An annual assessment calendar is developed and provided to all certificated and administrative staff.
- An annual report is made to OSPI verifying the use of instruction and assessments in social studies, the arts, health and physical education, and educational technology.
- At least 95 percent of students are tested as measured by the Annual State Accountability report for the following areas
 - Smarter Balanced Assessment English Language Arts (ELA) and Math
 - Washington Comprehensive Science Assessment
 - DIBELS End-of-Year (EOY) for grade 2
- District Benchmark Assessments for core content areas are developed and updated during curriculum and assessment adoptions and provided to teachers on the *Lake Washington School District Curriculum and Assessment Framework*.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

11.5 Assure that the instructional program includes opportunities for students to develop talents and interests in their specialized areas of interest.

Superintendent interpretation

I interpret “opportunities for students to develop talents and interests in their specialized areas” to mean a diverse variety of experiences within courses, course sequences, other co-curricular, or extra-curricular learning experiences that allow students to develop skills and knowledge related to their goals and aspirations.

Indicators of Compliance:

- Lake Washington School District Strategic Plan Career, Technical and College Pathways Initiative is developed and implemented in all middle and high schools. This initiative includes:
 - Expanding comprehensive career and technical course pathways including middle school exploration.
 - Increasing dual credit course offerings and connections to higher education opportunities.
 - Expanding opportunities for career-connected learning such as internships and youth apprenticeships in high schools and the 18-21 Transition Academy program.
- The High School and Beyond Plan is implemented and includes the following for each student in grades 7-12:
 - Identification of career goals.
 - Identification of educational goals related to the student’s career goals.
 - Completion of a four-year plan for course-taking that fulfills graduation requirements and aligns with educational and career goals.
- Administrative Policy: *District Choice Programs and Schools* is monitored and implemented.
- A course addition and approval processes are shared with secondary administrators that includes strategies for identifying student interests and talents when developing and offering new courses.
- Student climate survey data on student interests are developed, collected, and used to develop programs for students.
- An annual strategic work planning process is used to develop new programs and supports for students based on student needs and interests.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

11.6 Assure that the instructional program accommodates the different learning styles of students and differentiates instruction to meet the needs of students of various backgrounds and abilities.

Superintendent interpretation

I interpret “learning styles” to mean the preferential way in which students acquire, process, comprehend, and retain skills and knowledge.

I interpret “differentiate instruction” to mean the use of a wide variety of teaching techniques and lesson adaptations to instruct a group of students with diverse learning needs in the same classroom. This may include adjusting elements of a lesson from one group of students to another; tailoring lessons to the unique needs of students, e.g. students with Individualized Education Programs (IEP), students who are high-achieving or students for whom English is a second language; and the use of assessments to monitor and adjust instruction. Differentiation typically includes modification to instructional practice, the work products students are asked to complete, content, and grouping of students. Differentiation may also be based on students’ interest, readiness, and preferred learning styles.

Indicators of Compliance: <ul style="list-style-type: none"> – The Lake Washington School District Strategic Plan Multi-Tiered System of Supports (MTSS) Initiative is developed and implemented with fidelity. This initiative includes: <ul style="list-style-type: none"> ○ Support for school leadership and teacher teams to use assessments to measure and monitor student growth, use evidence-based interventions for literacy and math, improve instruction and accelerate learning, and develop equitable and inclusive school communities ○ Training (including frequency) on specific evidence-based instructional strategies and curriculum resources to support all students and close achievement gaps – Instructional programs are in place to meet the needs of students, including: <ul style="list-style-type: none"> ○ Special Education and 504 Plans ○ English Language Learner and Dual Language Programs ○ Highly Capable Program ○ State and Federal Programs including Title and Safety Net ○ Native American Education Program 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will: 11.7 Ensure students, starting in elementary school and continuing throughout high school, have opportunities and experiences to actively explore options for their futures in ways that are relevant to them.		
Superintendent interpretation I interpret “opportunities and experiences to actively explore options for their futures in ways that are relevant to them” to mean the curricular, co-curricular and extra-curricular ways in which students are guided to think about their future and to develop plans for the future that are personalized and designed to achieve interest and academic goals.		
Indicators of Compliance: <ul style="list-style-type: none"> – The Lake Washington School District Strategic Plan Innovative Learning Opportunities Initiative is developed and implemented. This initiative includes: <ul style="list-style-type: none"> ○ The identification and expansion of innovative learning experiences and curriculum in specific areas, including, but not limited to: <ul style="list-style-type: none"> ▪ Computer Science and Coding. ▪ Science, Technology, Engineering, and Mathematics (STEM). ▪ Fine Arts. ▪ Dual Language. ○ Identifying and expanding learning experiences, opportunities, and curriculum resources in all content areas. ○ Engaging with national networks of school districts to learn from model programs and practices that enhance teaching and learning. ○ Increasing the strategic partnerships with organizations that enhance core curriculum – The High School and Beyond Plan is implemented and maintained in grades 7-12, and students in grades K-5 are provided with opportunities to connect learning to future careers. 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

11.8 Encourage new and innovative programs, carefully monitoring and evaluating the effectiveness of all such programs at least annually.

Superintendent interpretation

I interpret “innovative programs” to mean the curricular, co-curricular, or extra-curricular learning experiences that significantly improve on existing programs; that may be new and result in better outcomes for students; or that address problems, challenges, or interests that cannot be solved with traditional/current approaches.

I interpret “evaluating the effectiveness” to mean the processes designed to review the quality of the implementation and outcomes to make a judgment about whether changes are needed to enhance the effectiveness of the program.

Indicators of Compliance:

- Formal presentations to the Board that provide an update on any innovative programs that are under consideration, being developed or are being implemented.
- Innovative Programs Grants are administered and implemented.
- *Lake Washington School District Program Evaluation Framework* is used to evaluate the effectiveness of new and innovative programs following initial implementation.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

11.9 Assure that the instructional program includes a compelling and realistic vision of technology that specifies:

- a. Technology use in the learning environment;
- b. Integration of technology into content areas across all grade levels;
- c. Integration of adaptive technology, as appropriate.

Superintendent interpretation

I interpret “a compelling vision” to mean to specify the knowledge, skills, and attributes that all students need to be future-ready, including how teachers use technology in the classroom and school to enhance learning; how students use technology to acquire, make sense of, communicate and use knowledge and information in an educational setting; and how technology is to be used to eliminate barriers to student learning.

Indicator of Compliance:

- The Lake Washington School District Strategic Plan Integrated Instructional Technology initiative is developed and implemented. This initiative includes:
 - Training all staff on digital integration strategies to transform student learning.
 - Implementing new instructional and accessibility technology to improve learning.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

11.10 Regularly evaluate and modify all instructional programs as necessary to assure their continuing effectiveness.

Superintendent interpretation

I interpret “regularly evaluate and modify all” to mean the district has processes in place to systematically review the quality and fidelity of program implementation and student learning outcomes related to the program to make a judgment about whether changes are needed.

Indicators of Compliance:

- The *Lake Washington School District Program Evaluation Framework* is used to evaluate instructional programs and used to identify potential modifications to ensure continuing effectiveness.
- Staff and community feedback are collected via an annual program surveys and used to develop and improve instructional programs.
- Student outcome data and fidelity data from instructional programs are gathered and used to develop and improve programs.
- All curricular areas are evaluated on a cycle and recommendations are made following the *Lake Washington School District Curriculum Adoption and Assessment Cycle*.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

11.11 Adequately monitor and control student access to and utilization of electronically distributed content information.

Superintendent interpretation

I interpret “adequately monitor and control student access” to mean the district uses technology tools such as filters, usage data, and website tracking, implement staff training, and continuously reviews how and what information students are accessing using technology in order to maintain and enhance student safety and learning.

Indicators of Compliance:

- All software and web applications are reviewed through a standard process (*Software and Web Application Review Process*) to ensure online safety for students and student data.
- Web filters are used to control access to unsafe or inappropriate content.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:**11.12 Protect the instructional time provided for students during the academic day.****Superintendent interpretation**

I interpret “protect instructional time” to mean to ensure that state requirements for instructional time are met and, to the extent possible, outside influences do not interfere with periods of the school day in which curricular and co-curricular teaching and learning takes place and that instructional time is focused on student learning.

Indicators of Compliance:

- Instructional time allocation guidance is made available to schools and updated as new local and state requirements take effect.
- The average hours of state-required and district testing time report is made annually to OSPI.
- Instructional hour offerings of at least a district-wide average of 1,080 hours in grades 9-12, and at least a district-wide average of 1,000 hours in grades 1-8 are provided to students
- A minimum of 180 school days are available to students each school year.
- Administrative policy 2331 and procedures 2331P are followed to ensure guest speakers support the instructional program.
- Administrative policy on the use of videos and film is followed to ensure such use has an instructional objective.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:**11.13 Review school attendance boundaries as needed to assure reasonable balance in student enrollment.****Superintendent interpretation**

I interpret “review school attendance boundaries” to mean to formally conduct a process to evaluate and consider a change the attendance areas for schools causing students to change school locations. A formal review of school attendance boundaries will be conducted after a thorough review of short and long-range planning.

Indicators of Compliance:

- The annual enrollment report indicating areas of growth and population density is reviewed during a public Board meeting.
- When the boundary study is conducted, a thorough school attendance boundary recommendation to reasonably balance student enrollment will be presented at a public Board meeting.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

11.14 Implement and ensure wide and timely distribution of a culturally-sensitive school district calendar that:

- a. Aligns with state requirements and negotiated contracts**
- b. Provides reasonable flexibility for uncontrollable events and circumstances**

Superintendent interpretation

I interpret “a culturally sensitive school district calendar” to mean that processes are in place to identify and recognize holidays and religious observances and makes reasonable efforts to reduce the impact of scheduling conflicts with school and district events.

I interpret “wide and timely distribution” to mean that calendars are published for public and district use prior to the beginning of the school year and in time for district and school event planning whenever feasible.

Indicators of Compliance:

- The annual district calendar is developed to include holidays and religious observances prior to the start of the school year and published on the district website and online calendar systems.
- A district calendar is centrally communicated to all administrator calendars in a uniform manner.
- WIAA, KingCo Athletics, and District guidelines are shared and followed regarding athletics on religious or cultural holidays.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-12 Facilities

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	Date
_____ Monitoring Report	_____	Date for re-monitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE 12, Facilities, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy, OE-12, Facilities, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is Compliant

_____ Is Compliant, with the exception of specific policy sub-parts

_____ Is Non-Compliant

Commendations/Direction:

Signed: _____ Date: _____
Board President

OE-12: FACILITIES

The Superintendent shall assure that physical facilities support the accomplishment of the Board's *Results* policies.

Superintendent Interpretation:

I interpret this to mean that District-owned or leased spaces properly accommodate the educational programs and administrative support necessary to accomplish the Board's Results and Operational Expectations policies.

We interpret "safe & properly maintained" to mean that these District spaces meet or exceed the standards set forth by OSPI's Asset Preservation Program (APP) of which the requirements include maintenance of the building to ensure a 30-year expected life and the completion of an annual Building Condition Assessment (BCA).

The Superintendent will:

12.1 Develop and execute a facility plan that establishes priorities for construction, renovation and maintenance projects that:

- a. Assigns highest priority to the correction of unsafe conditions;
- b. Includes maintenance costs as necessary to enable facilities to reach their intended life cycles;
- c. Plans for and schedules preventive maintenance;
- d. Plans for and schedules system replacement when new schools open, schools are renovated, or systems replaced;
- e. Discloses assumptions on which the plan is based, including growth patterns and the financial and human impact individual projects will have on other parts of the organization.
- f. Ensure that facility planning and design decisions appropriately consider environmental impacts, include eco-efficiency and sustainability.

Superintendent Interpretation:

I interpret this to mean that the District will maintain a five-year or longer plan for District facilities construction, renovation, and maintenance and for facility addition or reduction that incorporates items A-F above. This plan will also incorporate assumptions regarding capital needs required to accomplish Board Results policies along with projected costs and recommended funding sources. The district will have an Asset Preservation Program and life-cycle system replacement planning.

Indicators of Compliance:

- The annual Six-Year Capital Facilities Plan incorporates current projected capital needs for the next six years.
- A State Study and Survey is completed by a certified third party every six years and is required as part of OSPI's School Construction Assistance Program.
- Annual building condition assessments are conducted by a certified third-party evaluator. The assessment is a systematic rating of common building components. Building Condition Assessment (BCA) scores are to be in alignment with OSPI's published Building Condition Standard.
- A 30-year deferred maintenance schedule will be updated annually to reflect annual building condition assessments and recently performed capital work.
- Schools are designed and constructed in accordance to the Washington Sustainable School Design Protocol or a LEED Silver Standard.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

12.2 Project life-cycle costs as capital decisions are made.

Superintendent Interpretation:

I interpret this to mean that the District will incorporate the need for maintenance and replacement of existing facilities and equipment when making annual capital funding decisions.

Indicators of Compliance:

- The 30-year deferred maintenance schedule referenced above helps to identify near-term and long-term capital projects and follows a priority system of scheduling of and funding for work:
 - Promote safe and healthy schools for students, staff, and community.
 - Create environments that are conducive to student learning.
 - Institute life-cycle maintenance for buildings and equipment to maximize useful life.
 - Save energy, resources, and money.
 - Site needs which positively impact community engagement and enable schools to be centers of the community.
 - Identify other needs as designated by the site administrator and/or Facilities/Maintenance Department personnel.
- The Facilities/Maintenance Department will maintain and follow a procedure which establishes priorities for the day-to-day and long-term maintenance of buildings and related equipment. These items are included in the operating budget of the operations department and will not be included in the Deferred Maintenance Plan.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

12.3 Assure that facilities are safe, clean and properly maintained.

Superintendent Interpretation:

I interpret this to mean that District facilities will be maintained in a manner that is considered “clean” by staff assessment and “sanitary and safe” by regulatory agencies including Washington Office of Superintendent of Public Instruction (OSPI), King County Department of Health, and the local fire departments.

Indicators of Compliance:

- Annual facilities inspections/evaluations will be conducted. Report of Annual APP evaluation and Building Condition Assessment.
- Number of preventive maintenance (PM) work requests and number of work orders completed each year.
- Documented schedules for cleaning, maintenance and assessment are maintained.

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent will:

12.4 Consistently administer facilities use delineating:

- a. permitted uses;
- b. the applicable fee structure that is fair and reasonable;
- c. clear user expectations, including behavior, clean-up, security, insurance, and damage repair;
- d. consequences and enforcement procedures for public users who fail to follow the established rules.
- e. the ability of the public's use of facilities as long as student safety, student functions, and the instructional program are not compromised.

Superintendent Interpretation:

I interpret this to mean that the District will encourage the use of District-owned facilities by outside groups and will administer their use according to items A-E above.

Indicators of Compliance:

- The website and associated forms clearly delineate the permitted uses, fee structure, and user expectations.
- District and site staff have established protocols for appropriate custodial support for facility use after-hours and weekends.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent will:

12.5 Encourage and promote use of school property to community organizations and partners.

Superintendent Interpretation:

I interpret this to mean that the public can utilize district facilities as specified in policy when they are not being used for education purposes whenever possible.

Indicator of Compliance:

- Information regarding public use of school property is easily available and clearly understandable.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not – without Board approval:

12.6 Build or undertake major renovations of buildings.

Superintendent Interpretation:

I interpret this to mean that the District will require Board approval prior to constructing a building, adding square footage to a building or remodeling a building to the extent that it changes its use as follows:

- ❖ Grades served in the building
- ❖ Changing the primary use of a cafeteria, multi-purpose room, commons areas, gymnasium, and auditoriums

Indicator of Compliance:

- No construction projects or major renovations have occurred outside of the approved work of the Board.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not – without Board approval:

12.7 Recommend land acquisition without first determining growth patterns, comparative costs, construction and transportation factors and any extraordinary contingency costs due to potential natural and man-made risks.

Superintendent Interpretation:

I interpret this to mean that when recommending a land acquisition to the Board of Directors, the District will fully research and understand the need, cost, risks, and District impact. Land may not be acquired without Board approval.

Indicator of Compliance:

- The Superintendent will not acquire land without Board approval.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not – without Board approval:

12.8 Authorize construction schedules and change orders that deviate significantly from previously approved plans and budget parameters, including increased cost or reduced quality.

Superintendent Interpretation:

I interpret this to mean that the District will complete capital projects according to the contract specifications and bring to the Board for approval contract changes that increase the length of a project or has a fiscal impact.

Indicators of Compliance:

- Construction schedules will be communicated, and the board will be informed of substantial changes to project schedules.
- Construction projects will be completed within the funds allocated. In addition, construction projects will be completed within District bid specifications, including time frame and budget.
- Change orders will be presented to the Board for approval.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent may not – without Board approval:

12.9 Acquire, encumber, or dispose of real property.

Superintendent Interpretation:

I interpret this to mean that the District will bring to the Board for approval before buying, selling, granting non-utility easements or legally changing ownership of existing District property.

Indicator of Compliance:

- The Superintendent will not acquire, encumber, or dispose of real property without Board approval.

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

OPERATIONAL EXPECTATIONS (OE) POLICY

OE-13 Technology

<input checked="checked" type="checkbox"/> Reasonable Interpretation and Indicators (RI)	_____	_____	Date
_____ Monitoring Report	_____	_____	Date for Remonitoring

SUPERINTENDENT CERTIFICATION:

With respect to Operational Expectations Policy, OE-13, Technology, the Superintendent certifies that the proceeding information is accurate and complete, and that the organization:

☒ Has reasonably interpreted the Board's values

_____ Is compliant

_____ Is compliant with the exceptions noted

_____ Is non-compliant

Executive Summary:

Signed: _____ Date: _____
Superintendent

BOARD ACTION:

With respect to Operational Expectations Policy, OE-13, Technology, the Board finds that the organization is:

_____ Has reasonably interpreted the Board's values

_____ Has failed to reasonably interpret the Board's values

_____ Is compliant

_____ Is compliant, with the exception of specific policy sub-parts

_____ Is non-compliant

Commendations/Direction:

Signed: _____ Date: _____
Board President

OE-13: TECHNOLOGY

The Superintendent shall establish and maintain technology systems and applications consistent with accomplishment of the Board's Results policies.

Superintendent Interpretation:

I interpret technology systems to be all the components required for the successful implementation of the student, staff, and business technology programs.

I interpret applications to be the software and web applications needed to accomplish the district's goals and requirements.

The Superintendent shall:

13.1 Develop and execute a comprehensive technology plan that directs the priorities and outcomes for the expenditure of technology resources.

Superintendent Interpretation:

I interpret a comprehensive technology plan to be the plan that is in alignment with the capital projects technology levy which defines the goals and expenditures related to technology operations.

I interpret the expenditure of technology resources to be all funds, capital or general, related to the implementation of the district's complete technology enterprise.

Indicator of Compliance:

- Technology plan aligned with 2018 capital projects levy
- Technology Levy budget resources the Technology plan and aligns with strategic efforts
- Technology plan demonstrates evidence of long-range planning related to student, staff, and system needs

Evidence of Compliance:

In Compliance

Not In Compliance

Board Findings:

In Compliance

Not In Compliance

The Superintendent shall:

13.2 Provide a comprehensive and functional technology infrastructure that addresses need of all staff, students, and community.

Superintendent Interpretation:

I interpret comprehensive technology infrastructure to be the implementation of a system that provides efficient and effective access to the internet, Microsoft Office 365, cloud storage, and all software and web applications required for teaching, learning, and the district's business systems.

I interpret functional technology infrastructure to be the implementation of a system that allows students, staff and parents to access all required software, web applications, and data required for teaching, learning, and the district's business systems.

Indicator of Compliance:

- The physical and wireless network receive ongoing maintenance and upgrades to provide high-quality connectivity for students and staff
- Technical security infrastructure is deployed to safeguard the district's network and technology resources from unauthorized access, nefarious activity, and inappropriate content
- Technical support and training is provided through a variety of methods to students, staff, and families

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent shall:

13.3 Provide easily accessible, relevant, and current data to appropriate users to direct school and instructional improvement planning.

Superintendent Interpretation:

I interpret accessible, relevant and current data to mean data that is available when needed, data that is meaningful to the end user, and current data to mean data that is recent enough to make educational and business decisions, including individual student indicators that allow staff to intervene before a student is at risk for failure.

I interpret direct school and instructional improvement planning to mean reports and data views that are accessible to staff for instructional planning, strategic goal evaluation, and program improvement.

Indicator of Compliance:

- A data system is made available to staff which incorporates all sources of relevant data
- A data system is available and used by staff for school and classroom improvement to enhance student learning
- A data system is available and used by staff for business efficiency and effective management of the district

Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

The Superintendent shall:

13.4 Provide for a safe and secure computing environment for students and staff that:

- a. Prohibits the use of technology resources for commercial, political, illegal, or indecent purposes or that disrupts the learning environment of students;
- b. Prohibits access to personal information about students or staff that does not have an educational purpose or that is not appropriately authorized;
- c. Prohibits collection of electronic information for which there is no legitimate need;
- d. Uses methods of collecting, reviewing, transmitting, or storing information that protect against improper access to the information being elicited.

Superintendent Interpretation:

I interpret a safe and secure computing environment to be an enterprise (network and security systems) that is in alignment with all required laws and regulations such as Children's Online Privacy Protection Act (COPPA), Children's Internet Protection Act (CIPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act (HIPAA).

I interpret a safe and secure computing environment to ensure all software, web applications, and digital applications are approved through a standard process that addresses network, provisioning, and student/staff data privacy.

All software and web applications are reviewed through a standard process (Software and Web Application Review Process) to ensure online safety for students and student data.

Indicator of Compliance: <ul style="list-style-type: none"> – The district implements policies and procedures that ensure all staff and students are knowledgeable and aware of the responsibility to maintain appropriate digital citizenship – The district has a method for ensuring all software and web applications used for student, staff, or business systems are appropriately evaluated to ensure compliance with all state and federal requirements – The district has a standard procedure for developing data sharing agreements with hired vendors that provide service to the district which requires the use of student or staff data 		
Evidence of Compliance:	In Compliance	Not In Compliance
Board Findings:	In Compliance	Not In Compliance

DONATIONS

February 10, 2020

SITUATION

Individuals and/or groups periodically desire to make monetary donations to the school district. Monetary donations which exceed \$1,000 are submitted for board approval. Following is a list of those requests for the time period including the individual or group making the request, the amount of donation and the purpose for which the funds are to be used.

<u>From</u>	<u>Amount</u>	<u>Purpose</u>
Lake Washington Schools Foundation to Lake Washington School District	\$3,200.00	To support Teen Mental Health First Aid Trainer training.
Louisa May Alcott Elementary PTSA to Alcott Elementary School	\$6,750.00	To purchase Nature Vision programs.
Audubon Elementary PTSA to Audubon Elementary School	\$2,467.40	To provide stipends for running club and intramural sports.
Lifetouch to Clara Barton Elementary School	\$1,700.00	To support classroom enrichment.
Rachel Carson PTSA to Carson Elementary School	\$24,926.70	To provide academic enrichment (\$4,400.00) and stipends for outdoor education, WatchDOGS, student council, choir, and intramural sports (\$15,977.70); and purchase Child Protection Unit materials (\$1,129.00) and Nature Vision program (\$3,420.00).
Emily Dickinson PTSA to Dickinson Elementary School	\$12,494.00	To provide stipends for ASB, outdoor education, assemblies, and choir.
Ella Baker PTSA to Ella Baker Elementary School	\$2,583.00	To provide outdoor education scholarships (\$1,500.00); and purchase library books (\$1,083.00).
Ben Franklin PTA to Franklin Elementary School	\$1,045.50	To provide stipend for extracurricular sports.
Robert Frost PTSA to Frost Elementary School	\$1,627.00	To provide stipend for choir.
First Tech Federal Credit Union to Lakeview Elementary School	\$10,000.00	To provide classroom enrichment.

Lakeview Elementary PTSA to Lakeview Elementary School	\$24,103.13	To provide scholarships (\$101.50) and stipends for Math Olympiad, newspaper, STEM, choir, and math clubs (\$22,536.71); and purchase playground and classroom supplies (\$1,464.92)
Horace Mann Elementary PTA to Mann Elementary School	\$2,466.15	To provide stipend for spirit team.
Tabitha L. Roach to Mann Elementary School	\$2,615.00	To support professional development.
Christa McAuliffe PTSA to McAuliffe Elementary School	\$56,527.34	To purchase risers (\$12,040.60), classroom supplies (\$2,950.00), library books (\$950.00), and site licensing for Accelerated Reader (\$6,848.00); provide stipends for McAuliffe Reads, March Madness, ASB, choir, field day, outdoor education (\$16,371.24), and recess coaching (\$1,567.50); reimbursement of copier use and supplies (\$5,900.00); and support field trips (\$9,900.00).
Redmond Elementary PTSA to Redmond Elementary School	\$3,500.00	To purchase classroom supplies (\$2,000.00) and site licensing for Lexia Reading Core 5 (\$1,500.00).
Norman Rockwell PTA to Rockwell Elementary School	\$20,360.71	To provide academic enrichment (\$7,972.00) and stipends for choir, outdoor education, and running club (\$8,576.25); and purchase Scholastic News (\$3,812.46).
Rosa Parks PTSA to Rosa Parks Elementary School	\$16,394.34	To purchase two-way radios (\$8,894.34) and sound system upgrade (\$7,500.00).
Rose Hill Elementary PTSA to Rose Hill Elementary School	\$2,892.17	To purchase playground equipment (\$1,877.17) and copy paper (\$1,015.00).

Donations
February 10, 2020
Page 23

Ben Rush PTA to Rush Elementary School	\$3,253.00	To provide stipend for choir.
Believe Productions, Inc. to Sandburg Elementary School	\$6,645.05	To support outdoor education.
Carl Sandburg PTSA to Sandburg Elementary School	\$4,000.00	To support outdoor education.
Samantha Smith PTSA to Smith Elementary School	\$5,708.10	To purchase PE mats (\$2,584.80) and music instruments and supplies (\$3,123.30).
Laura Ingalls Wilder Elementary PTSA to Wilder Elementary School	\$2,000.00	To support academic enrichment.
Anonymous donor to EAS	\$25,000.00	To support outdoor education.
Inglewood Middle School PTSA to Inglewood Middle School	\$4,500.00	To provide stipends for homework club.
Bryce S. Burgin to Kirkland Middle	\$1,250.00	To support orchestra.
Kirkland Middle School PTSA to Kirkland Middle School	\$4,833.90	To provide stipend for after school power hour and homework help.
Northstar Community Jr. High Ad/Northstar Parent Fund to Northstar	\$2,763.50	To purchase novels (\$646.39), color printer (\$333.49), and site license for IXLearning Science (\$1,783.62).
Redmond Middle School PTSA to Redmond Middle School	\$4,687.85	To purchase classroom equipment (\$2,340.07) and two-way radios (\$1,347.78); and support InvestED (\$1,000.00).
Renaissance School PTSA to Renaissance School	\$12,416.85	To provide stipends for activities supervisor, honor society, and staff development (\$8,579.25); to support extracurricular activities (\$3,837.60).

Donations
February 10, 2020
Page 24

Eastlake High School PTSA to Eastlake High School	\$2,500.00	To support Unspoken Truths history exhibit.
Eastlake Robotics Booster Club to Eastlake High School	\$2,000.00	To support robotics.
International Community School PTSA to ICS	\$30,000.00	To support outdoor education.
Lake Washington High School Booster to Lake Washington High	\$4,561.66	To support cheer camp.
LWHS Cross Country/Track Booster Club to Lake Washington High School	\$5,258.20	To provide stipend for track and field coaches.
Redmond Basketball Booster Club to Redmond High School	\$2,572.30	To provide stipend for assistant coach.
Redmond Girls Basketball Boosters to Redmond High School	\$5,144.60	To provide stipend for assistant coach.
Redmond Mustang Band Boosters to Redmond High School	\$10,891.14	To provide bus transportation for band field trip.
TOTAL	\$335,638.59	

RECOMMENDATION

The Board of Directors accepts the donations as identified at the February 10, 2020 board meeting.

REDIRECTING BOND PROCEEDS AND MATCHING FUNDS
PUBLIC HEARING
RESOLUTION NO. 2283

February 10, 2020

SITUATION

In January 2016, the board passed Resolution No. 2205 authorizing a special election on April 26, 2016 in order to propose the issuance of general obligation bonds in the amount of \$398 million. The bonds were to be used to complete the first phase of projects recommended by the 2014 Long-Term Facility Task Force. The projects included two new elementary schools; one new middle school; rebuilding and enlarging Juanita High School, Kirk Elementary School, and Mead Elementary School; replace Explorer Community School; and remodel Old Redmond Schoolhouse for preschool. The bond election passed, and the district proceeded to sell \$398 million of the bonds over the next three years to complete the projects.

Six of eight school projects have opened, with the remaining projects to be opened Fall 2020. The district currently estimates that project revenues including bond proceeds, state construction assistance funds (SCAP), impact fees, and interest earnings will exceed the cost of completed projects by approximately \$10 million.

Since the 2016 bond was passed, the district also passed a 2019 six-year Capital Projects Levy to address critical capacity needs by providing additions to five schools and district-wide safety and security upgrades. These projects are being funded with the Capital Levy proceeds as well as remaining 2006 bonds and SCAP funds. The 2006 bonds were repurposed in October 2014 and May 2019 for these additions and other capacity projects.

The district currently has multiple revenue sources that are being used to complete capital construction and capacity projects: 2006 Bonds and SCAP funds; 2016 Bonds and SCAP Funds; and the 2019 Capital Projects Six-Year Levy. Revenues from these sources are being received over different time periods and expenditures for construction projects are ongoing and overlapping.

District bond legal counsel recommends that the 2016 Bond and SCAP funds be repurposed in the same manner as the 2006 funds so that all revenue sources can be used for all projects that have been approved and for similar capital purposes. This allows funds to be used on any approved bond and levy project, allows estimated remaining funds to be used for other approved capital projects, and allows the same use as the 2006 bonds.

In order to redirect bond funds and state matching funds for additional purposes, it is necessary for the board to hold a public hearing and adopt a resolution modifying the original bond resolution. A public hearing has been scheduled for tonight. Board action to adopt the resolution will be placed on the February 24, 2020 agenda. The proposed resolution is attached.

The resolution authorizes the bond proceeds and SCAP funds to be redirected so that they also may be used for additional capital construction projects to serve the district's growing enrollment. These include facility additions; district-wide upgrades to building safety and security measures; and other capacity projects including portables, upgrades to classrooms, future bond planning, internal building modifications and property acquisition.

RECOMMENDATION

The Board of Directors holds a public hearing regarding redirecting of bond proceeds and matching funds as outlined in Resolution No. 2283.

RESOLUTION NO. 2283

A RESOLUTION of the Board of Directors of Lake Washington School District No. 414, King County, Washington, to redirect the use of bond proceeds and matching funds received by the District.

WHEREAS, the Board of Directors (the “Board”) of Lake Washington School District No. 414, King County, Washington (the “District”) adopted Resolution No. 2205 on January 25, 2016, providing for the form of the ballot proposition and specifying certain other details concerning submission to the qualified electors of the District at a special election held on April 26, 2016, of a proposition for the issuance of its general obligation bonds in the principal amounts of \$398,000,000 (“Proposition No. 1”); and

WHEREAS, at the election held in the District on April 26, 2016, the number and proportion of the qualified electors of the District required by law for the adoption thereof voted in favor of Proposition No. 1 authorizing the issuance of \$398,000,000 in unlimited tax general obligation bonds proposed by Resolution No. 2205; and

WHEREAS, at the time of adoption of Resolution No. 2205, the District anticipated receiving \$21,000,000 in state matching funds for the projects authorized by Resolution No. 2205 (the “2016 Authorized Projects”); and

WHEREAS, the District currently estimates that project revenues including bond proceeds, state matching funds, impact fees and interest earnings will exceed the cost of the 2016 Authorized Projects by approximately \$10,000,000; and

WHEREAS, additional teaching facilities of the District require improvement as previously described and authorized in Resolution No. 1969, as amended (the “2006 Authorized Projects”) and Resolution No. 2259 (the “2019 Capital Levy Projects”); and

WHEREAS, in order to provide explicit direction and consolidation of the 2016 Authorized Projects, the 2006 Authorized Projects and the 2019 Capital Levy Projects, this amendment is being approved by the Board; and

WHEREAS, state law provides the Board with the authority to redirect bond funds and matching funds originally received to other purposes; and

WHEREAS, the Board has held a public hearing on the proposed redirection of certain bond proceeds and matching funds as required under RCW 28A.530.020 on February 10, 2020;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LAKE WASHINGTON SCHOOL DISTRICT NO. 414, KING COUNTY, WASHINGTON, as follows:

Section 1. Amendment of Resolution No. 2205. The Board having held the hearing required by RCW 28A.530.020, regarding the proposed use of unexpended bond proceeds and matching funds, hereby finds that it is in the best interests of the District to further amend Resolution No. 2205, in order to provide for the expenditure of unspent bond proceeds and available matching funds. Accordingly, the first paragraph of Section 2 of Resolution No. 2205, is hereby further amended to read as follows (additions are underscored, and deletions are stricken through):

Section 2. Capital Improvements. The District shall make the following capital improvements (the “Improvements”):

- Acquire, construct and equip two new elementary schools;
- Acquire, construct and equip a new middle school or equivalent space;
- Rebuild and enlarge (including equipping) Juanita High School;
- Rebuild and enlarge (including equipping) Kirk Elementary School;

- Rebuild and enlarge (including equipping) Mead Elementary School;
- Remodel, upgrade and equip Old Redmond Schoolhouse for preschool;
- Replace and equip portables/modular classrooms for Explorer Elementary

School; and

- Other capital projects to provide spaces for special education programs and modifications to educational facilities to comply with Title IX of the United States Education Amendments of 1972 (relating to equal educational opportunities) and/or the Americans with Disabilities Act of 1990 (ADA);

- Acquire and equip portables/modular classrooms as needed to accommodate student population increases;

- Remodel, upgrade and equip classrooms as necessary for improvements to instructional programs;

- Provide for required bond planning and architect predesign;

- Interior building modifications to increase space utilization;

- Provide for District-wide upgrades to building safety and security measures;

- Acquire property for future expansion; and

- Construct and equip additions to facilities.

Section 2. Confirmation of Resolution No. 2205. Resolution No. 2205, as amended by this amendatory resolution, is hereby ratified and confirmed.

Section 3. Effective Date. This resolution shall become effective immediately upon its adoption.

ADOPTED by the Board of Directors of Lake Washington School District No. 414, King County, Washington, at a regular meeting held on February 24, 2020.

LAKE WASHINGTON SCHOOL DISTRICT
NO. 414, KING COUNTY, WASHINGTON

By _____

Board of Directors

ATTEST:

Secretary, Board of Directors

CERTIFICATE

I, the undersigned, Secretary of the Board of Directors of Lake Washington School District No. 414, King County, Washington (the “District”), and keeper of the records of the Board of Directors (the “Board”), DO HEREBY CERTIFY:

1. That the attached resolution is a true and correct copy of Resolution No. 2283 of the Board (herein called the “Resolution”), duly adopted at a regular meeting thereof held on the 24th day of February, 2020.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Board voted in the proper manner for the adoption of said Resolution; that all other requirements and proceedings incident to the proper adoption of said Resolution have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of February, 2020.

Secretary, Board of Directors

STRATEGIC PLAN CONNECTIONS FACILITY UPDATE

February 10, 2020

SITUATION

The Board will periodically receive updates on District programs and initiatives that support the overall goals of the LWSD Strategic Plan. Updates are designed to note specific areas of progress, provide more detailed information about current developments and items of interest, and allow the community to hear about work that supports the mission and vision of Lake Washington School District.

This agenda item also allows the Board to hear from District leaders and interact with them regarding the critical work of a specific department and/or area of responsibility. The topic to be presented at Monday's board meeting is a Facility Update.

RECOMMENDATION

The Board of Directors receives periodic reports on connections to the Lake Washington School District 2019-22 Strategic Plan.