

**COLLECTIVE BARGAINING
AGREEMENT**

between

CHIMACUM SCHOOL DISTRICT #49

and

**CHIMACUM EDUCATION
ASSOCIATION**

2021-2024



CHIMACUM
SCHOOL DISTRICT
DEEP ROOTS BROAD HORIZONS

TABLE OF CONTENTS

	Preamble	Page 1
Article I	Recognition.....	Page 1
Article II	Administration of the Agreement	Page 2
Article III	Fair-Share Agreement.....	Page 2
Article IV	Association Rights.....	Page 4
Article V	Professional Collaboration and Communication	Page 4
Article VI	Non-discrimination Rights.....	Page 5
Article VII	Academic Freedom.....	Page 5
Article VIII	Personnel Files.....	Page 6
Article IX	Instruction	Page 7
Article X	Employee Liability Coverage.....	Page 10
Article XI	Employee Discipline: Due Process.....	Page 11
Article XII	Work Station Visitation.....	Page 11
Article XIII	Work Schedules.....	Page 11
Article XIV	Certificated Non-Classroom Employee Evaluation.....	Page 15
Article XV	Assignments and Transfers.....	Page 21
Article XVI	Reduction in Force.....	Page 23
Article XVII	Employee Facilities and Equipment.....	Page 25
Article XVIII	Leaves.....	Page 26
Article XIX	General Provisions Relating to the Salary Schedule	Page 33
Article XX	Insurance.....	Page 33
Article XXI	Mentor Program.....	Page 34
Article XXII	Management Rights.....	Page 35
Article XXIII	Grievance Procedure.....	Page 35
Article XXIV	Scope of Agreement	Page 37
Article XXV	Duration and Openers.....	Page 38

APPENDICES

Appendix A-1	Comprehensive Employee Evaluation Form (TPEP).....	Page 39
Appendix A-2	Focused Evaluation (TPEP).....	Page 43
Appendix A-3	Non-classroom Employee Evaluation Form.....	Page 44
Appendix A-4	Employee Observation Form.....	Page 46
Appendix A-5	Professional Growth Plan	Page 47
Appendix A-6	Short Form Performance Evaluation.....	Page 48
Appendix B-1	Formal Statement of Grievance - Step One / Two.....	Page 49
Appendix B-2	Decision of Immediate Supervisor - Step One / Two.....	Page 50
Appendix B-3	Decision by the Superintendent or Designee - Step Two	Page 51
Appendix C	Part-time or Partial FTE Schedule.....	Page 52
Appendix D-1	Request for Professional Development Funds.....	Page 54
Appendix D-2	Professional Development Funds Evaluation.....	Page 55
Appendix E	Seven Tests of Just Cause.....	Page 56
Appendix F	Instructional Framework CEL	Page 58
Appendix G-1	Class Size Overload K-6.....	Page 60
Appendix G-2	Class Size Overload 7-12.....	Page 61
Appendix G-3	Caseload Overload for Special Education.....	Page 62

MEMORANDUM OF UNDERSTANDING

MOU Certificated Classroom Teacher Evaluation (TPEP) Page 63
MOU P-12 Early Release..... Page 73
MOU Cost of Living Adjustment for 2019-20 Page 74
MOU COVID..... Page 75

SALARY SCHEDULES 2021-24

Schedule A District Salary Schedule 2021-22 (Base plus PD Days)..... Page 79
Schedule A District Salary Schedule 2022-23 (Base plus PD Days)..... Page 80
Schedule A District Salary Schedule 2023-24 (Base plus PD Days)..... Page 81
Schedule B Schedule B Salary Schedule 2021-22 Page 82
Schedule B Schedule B Salary Schedule 2022-23 Page 84
Schedule B Schedule B Salary Schedule 2023-24..... Page 86

PREAMBLE

This agreement is made and entered into between the Board of Directors on behalf of the Chimacum School District No. 49 hereinafter called the "District" or "Board" and the Chimacum Education Association hereinafter called the "Association."

ARTICLE I – RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all employees included in the bargaining unit as described in Section B hereof.
- B. All certificated employees who hold valid contracts with the District or are on leave shall be considered as members of the bargaining unit. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such position is principally supervisory and administrative. Such representation shall exclude the superintendent, administrative assistants to the superintendent, principals, assistant and/or vice principals.
- C. Substitutes who work more than thirty (30) cumulative days in the current school year, and are continuously available to substitute, shall receive \$10 per day more than the regular substitute daily rate of pay and become non-dues paying members of the bargaining unit, provided that the only articles of the bargaining agreement that apply to these employees are the following provisions:
 - 1. Fair Share Agreement, Article III
 - 2. Work Station Visitation, Article XII
 - 3. Work Schedules, Article XIII, Sections A, D, and F.
 - 4. The substitute daily rate of pay shall be competitive with neighboring districts.

If a substitute separates from the district for more than six (6) months, the substitute will start over at the beginning substitute rate.

Substitutes who work more than twenty (20) consecutive days in the current school year shall become members of the bargaining unit. Such employees shall be paid the daily rate of pay that is reflected by their proper placement on the salary schedule after the twentieth consecutive day in that assignment, and for as long as they continue in that assignment on a daily basis. The only other provisions that apply to these employees are:

- 1. Fair Share Agreement, Article III
- 2. Work Station Visitation, Article XII
- 3. Work Schedules, Article XIII, Sections A, D, and F.

Substitutes who are replacement employees that are hired under written contracts pursuant to RCW 28A.405.900 shall be covered by all sections of the contract except:

- 1. Assignments, Transfers and Vacancies, Article XV
- 2. Reduction in Force, Article XVI

Substitutes shall have no rights to continued employment in the District.

- D. The term "Employee" and "Educational Employee" shall mean any certificated instructional staff employed by the District who are nonsupervisory certificated employees. (RCW 28A.150.203(4))

When used hereinafter in the Agreement the term “employee and educational employee” shall refer to all employees represented by the Association in the bargaining unit as defined above.

ARTICLE II - ADMINISTRATION OF THE AGREEMENT

A. CONTRACT COMPLIANCE

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this Agreement and subsequent Agreements between the Board and the Association. If any individual employee contract contains language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

B. CONFORMITY TO LAW

The Board and the Association agree that this Agreement shall be binding on both parties except that if any section or provision is, or shall be contrary to law, then such sections of provisions shall not be applicable, performed or enforced, except to the extent permitted by law. The remainder of this Agreement shall not be affected thereby and the Board and the Association shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

C. DISTRIBUTION OF THE AGREEMENT

The District will make the most recent negotiated agreement and memorandum of understanding (MOU) documents available electronically. It will be posted on the District website on the Human Resources page. A hard copy is available on request.

ARTICLE III - FAIR-SHARE AGREEMENT

- A. On or before September 10 of each school year, the Association shall give written notice to the District of a) the dollar amount of dues of the Association including the National Education Association and the Washington Education Association, which dues are to be deducted in the coming school year under all payroll deductions, and b) the name of the designated charitable organization. The total for these deductions shall not be subject to change during the school year.
- B. The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period for September through the pay period for August. Employees who commence employment after September, terminate employment before August or are part time employees will have their deductions prorated.
- C. The District agrees to remit directly to the Washington Education Association or authorized agent all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicated list shall be provided the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to employees entering or leaving the employ of the District.
- D. The Association agrees to refund to the District any amounts paid to it in error and the District agrees to deduct from the employee and pay to the Association any amounts owed, not collected, due to error.
- E. The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any payroll deductions for the Association made pursuant to this Article.

F. MEMBERSHIP DEDUCTIONS

Within ten (10) days of their commencement of employment, employees may sign and deliver to the District an Assignment of Wages Form, which will be provided by the Association. The form shall authorize deduction of membership dues of the Association including the National Education Association and the Washington Education Association. Such authorization shall continue in effect from year to year unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 15th and September 10th, preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with the names of those employees who have joined the Association and paid its dues by means other than through payroll deduction.

G. REPRESENTATION FEE

1. The Employer shall provide the automatic payroll deductions of membership dues on behalf of the Association. The Association shall provide an automatic payroll deduction authorization form to each employee. The employee shall sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year. Once an employee has signed the automatic payroll authorization, dues deductions shall commence therewith. The Association shall submit the automatic payroll authorization to the district payroll office for processing in accordance with established payroll schedules.
2. A table of prorated annual dues shall be supplied to the district payroll office by the Association to determine monthly dues deductions. The Association agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability for damages or penalties that shall arise out of, or by reason of any action that shall be taken by the Employer for the purposes of complying with the foregoing provisions of this section, provided such action has been authorized by the employee and such authorization has not been rescinded in writing to the Employer.
3. The District will make a payroll deduction for Association dues and assessments upon receipt of a written authorization executed by an individual educator. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the educator on forms that comply with WAC 390-17-100, and be revocable by the educator at any time. The District shall provide all educators annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
4. Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Educators who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those educators for whom payroll deductions were made.
5. The Association will refund to the District any amounts paid to it in error.
6. The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses,

settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

ARTICLE IV - ASSOCIATION RIGHTS

- A. The Association has the right and responsibility to represent the interests of all employees in the Unit, to present its views to the District on matters of concern either orally or in writing and to enter into collective negotiations with the object of reaching an agreement applicable to all employees within the Unit.
- B. Representatives of the Association, after notification of their presence to the building supervisor during school hours, shall have access to the District premises, provided that no conferences or meeting between employees and Association representatives will in any way hamper or obstruct the normal flow of work.
- C. The District will provide bulletin board space in the faculty lounge for the use of the Association. Bulletins posted by the Association are the responsibility of the officials of the Association. Each bulletin shall be signed by the Association representative responsible for posting. Unsigned notices or bulletins may not be posted.
- D. The Association and its membership shall have the right to use school building facilities for meetings outside of school hours provided that there is no prior commitment and providing arrangements have been made in advance with the District Office. The Association shall reimburse the District for the cost of any required custodial services.
- E. The Association shall have the right to use inter-school mail facilities for distribution of Association communication so long as such communications are labeled as Association materials.
- F. The Association shall reimburse the District for actual copying and production costs incurred when doing Association business.
- G. The District will make available to the Association the names of all new employees of the District prior to the time the new employees have actually gone to work for the District or within ten (10) working days of signing the letter of intent.
- H. If an employee consents to an Association grievance on his/her behalf, the Association grievance representative shall have access to and be entitled to copy all information in the employee's personnel file necessary to process grievance procedures.

ARTICLE V - PROFESSIONAL COLLABORATION AND COMMUNICATION

Contract Maintenance Team

The CEA Executive Board or designee(s), the Superintendent and the executive cabinet, which will include at least one building administrator, meet monthly during the school year to discuss current school problems and practices, to discuss possible resolutions in any class size and to review administration of this Agreement. The meetings shall also be utilized to address issues advanced in the negotiations leading to this Agreement and otherwise reduced to writing for the purpose of problem resolution. Additional meetings may be scheduled by agreement of the parties. The parties shall consider developing a mechanism for giving the other advance notice of desired agenda items, recording the generalities of the discussions, and reporting the problem solutions to the Association membership and to principals and directors.

Building Instructional Leadership Team

The District and Association agree to work together to assist buildings in learning how to build a framework for making decisions which appropriately meets the educational needs of our students.

Site-based decision-making is directly linked to collaborative participation between building management and the employees making decisions affecting the work environment.

1. The freedom to make building-based decisions must be connected to student learning. This will be articulated in the building philosophy, goals and priorities.
2. The ability to make effective building-based decisions must be based upon accurate information regarding expectations, responsibility, and resources. Resources include staffing time, space and budget allocations.
3. Staff have input into master scheduling and professional development/in-service-decisions. However, administration reserves the right to have the final decision in staff assignments and master schedule.
4. Parents, community members, students and faculty are vested stake holders and may be included as contributors to the team building and decision-making process.
5. Will continue to explore, mutually design, and support professional growth and opportunities for all staff, either on a District wide or building initiated basis.
6. Will prepare a description of their plan each year to further staff development activities which will enhance student learning.
7. Up to six (6) participants from each building will receive a supplemental contract for performing these duties of the Building Instructional Leadership Team. (Schedule B)
8. Meetings will occur twice monthly for 1.5 hours; additional ADHOC meetings may be scheduled as needed by agreement of the parties.

ARTICLE VI - NONDISCRIMINATION RIGHTS

Neither the District nor the Association shall discriminate with respect to an employee's age, sex, race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, gender expression, gender identity, the presence of any sensory, mental or physical disability, or the use of a trained dog guide or service animal unless based upon a bona-fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper employment performance of the particular employee involved.

- NOTE: Under the ADA a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.

ARTICLE VII - ACADEMIC FREEDOM

- A. Academic freedom may be defined as the right of a qualified scholar to pursue the search for truth in its many forms and to make public his/her methods and findings. It is the right of a qualified employee to encourage freedom of discussion of controversial questions in the classroom and to develop in his/her students a love of knowledge and a desire to search for truth. The employee should keep in mind that

academic freedom is not a political right guaranteed in the Constitution, but rather a necessary condition in a free society.

- B. It is recognized that the application of the principle of academic freedom at the common school level involves considerations which are not equally present in a college or university. The employees should take into account the relative immaturity of their students and need for guidance and help in studying the issues and arriving at balanced views.
- C. The exercise of such rights shall be responsible and shall not preclude the right of the administration to be apprised of anticipated subject matter, methods and procedures for presentation and review and observation of the instruction for purpose of evaluation.

ARTICLE VIII - PERSONNEL FILES

- A. A permanent personnel file will be maintained in the District for each employee covered by this Agreement. The personnel file shall include, but not be limited to, the employee's evaluation reports, copies of annual contracts, teaching certificate and a transcript of academic records. No secret, duplicate, alternate or other personnel file shall be kept anywhere by the District. Subject to the provisions of this Article, an employee's evaluator or supervisor may maintain an annual working file. At the end of each academic year, materials not otherwise incorporated into the employee's permanent file shall be discarded unless mutually agreed upon by the Association president and the administrator for an additional academic year. Personnel files include a lot more than the information listed, including application materials, potential discipline, and derogatory materials (see below).
- B. Material placed in the employee's permanent personnel file shall be available for review, in the presence of a District administrator or designee, by the employee. Anyone else at the request of the employee may be present. Materials reviewed by the employee and judged to be either derogatory to the employee's conduct, service, character or personality may be answered by the employee in writing. Such responses shall become a part of District personnel records.
- C. Any derogatory material not shown to any employee within fifteen (15) school days after receipt or composition shall not be placed in the personnel file or allowed as evidence in any grievance or in any disciplinary action against such employee. A copy of any document contained therein shall be given to the employee.
- D. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date of the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content. Upon request, a copy of any document contained therein shall be afforded the employee at the employee's expense.
- E. Derogatory statements from nonprofessional sources if accompanied by a written investigative report from the appropriate administrator may be included in an employee's personnel file.
- F. After three (3) years, employees may petition the superintendent to remove any derogatory materials from the personnel file.
- G. Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

ARTICLE IX – INSTRUCTION

The Association and District recognize that student behavior can, at times, disrupt the learning process for themselves or others. We encourage and support attention to this issue at the building level for overall structures and processes as well as unique situations. We note that behavior changes may take multiple years and we want to maintain communication and continuity of program.

A. STUDENT DISCIPLINE

1. The exercise of student discipline by staff, administration and the Board of Directors shall be in conformance with federal and state law, appropriate provisions of the Washington Administrative Code and District policy.
2. In recognition of the parties' joint responsibility for the maintenance of control and discipline in the schools, the building administrator shall schedule and hold a faculty meeting prior to October 1 each year this Agreement is in effect for the express purpose of presenting and discussing with the faculty the guidelines for student behavior, staff responsibilities, and administrative guidelines on the matter of student discipline. The District shall give due consideration to faculty suggestions in developing or amending District policy and administrative support concerning student discipline.
3. In recognition of safety and discipline, the district will have a chain of command in place in the absence of any district administrator.
 - a) Principal
 - b) Assistant Principal/Student Support Specialist
 - c) Administrator Designee
4. The District's failure to adhere to the provisions of this article shall not, of itself, serve to excuse an employee's noncompliance with the law, but shall be subject to Article XXIII (Grievance Procedure).

B. CLASS SIZE

1. Maximum Class Sizes

When classes exceed the following maximum, they will be considered to be overloaded. All secondary daily totals are based on a 1.0 FTE teacher schedule.

Basic Education

Kindergarten	19
Grade 1-3:	20 students
Grades 4:	25 students
Grade 5 and 6:	28 students
Multiage 3-6:	Average of grades
Grades 7-8:	30 students per class or 140 students per day
Grades 9-12:	32 students per class or 150 students per day
FOCUS Program:	29 students per class period

Specialty Areas

7-12 Music:	60 students per class <u>or</u> 279 students per day
K-6 Music:	45 students
7-12 P.E.:	39 students per class <u>or</u> 181 students per day

K-6 Library:
K-6 P.E.:

As per Basic Education Grade Level Limits
As per Basic Education Grade Level Limits

2. Definition of Student Overload

Student overload is defined in the following way:

- a) Student Hour: One student overload for one class period at the secondary level, and K-6 physical education, library and music.
- b) Student Day: One student overload for one class in self-contained classrooms at the elementary level.
- c) All overloads are based on official class enrollment.
- d) Secondary teachers will receive overload compensation for exceeding any class load or their daily total, not both.
- e) Student TA's do not count toward per class or daily totals.
- f) Independent study students do count toward per class and daily totals.

3. Procedures for Relieving Overloads

The District will relieve an overload at any time through:

- a) Student transfer
- b) Addition of certificated staff
- c) Forming new class sections
- d) Educational assistant time
- e) Additional compensation to affected certificated staff

4. When overloads occur, the principal will communicate with the affected classroom teacher within two days of the occurrence and report whether the District will utilize options (a), (b), or (c) above. If the District does not implement options (a), (b), or (c), the principal will discuss options (d) or (e) with the affected teacher. The teacher will choose one of the following options. All options are based on 1.0 FTE.

a) K-6 Teachers / P-12 Special Education Staff

- (1) Four (4) hours a week of educational assistant time per one student overload.
- (2) Teacher compensation rate of five (5) dollars a day per one student overload.

b) 7-12 Teachers, K-6, Physical Education, Library and Music Teachers

- (1) Forty minutes of educational assistant time per week for one student hour of overload per class or daily total.
- (2) Compensation of two dollars and fifty cents (2.50) per student per day for each student overload as calculated per class or per day.

- c) When initiated by the teacher, class overload without pay will be allowed provided the arrangement is acceptable to the Association and the District. The proposal for this must be mutually agreeable to by the building principal and the affected teacher(s).

5. Overload guidelines for Grades K-6 shall become effective on the sixth (6) student attendance day of the school year.

K-12 Flexible Learning Classroom Teachers

After the completion of the first six (6) IEPs the District will provide one-day stipend at the curriculum rate or one-day release time for every additional six (6) IEPs for Flexible Learning special education classroom teachers. (7-12 = +1 day) and (13-18 = +1 day)

ESA Staff (SLP/OT/PT)

After completing of the first twenty-five (25) IEPS the district will provide one stipend day, at the curriculum rate of pay or one release day for every additional fifteen (15) IEPs.

ESA staff will receive up to four (4) hours per month at the curriculum rate for Medicaid billing. These hours will be submitted on a timesheet.

ESA certificate holders will receive up to \$250 per year to compensate for additional certification requirements.

4. Procedures for Relieving Overloads

The District will relieve an overload at any time through a joint meeting between the employee and supervisor to develop a mutually agreeable solution. Possible compensation options include:

- a) Clerical time
- b) Assistant time
- c) Additional paid time for IEPs
- d) Transfer part of the caseload to a different certificated staff member
- e) Release time for writing IEPs
- f) Adjustment of special education caseload district wide
- g) In the case of OT/PT, addition of contracted services
- h) If caseload is five (5) greater than the maximum for P-12 special education staff then employee has options under Article IX Section B Item #4A

When overloads occur, the administrator will communicate with the affected employee within two days of the occurrence and report whether the District will utilize options (a), (b), or (c) above. If the District does not implement options (a), (b), or (c), the administrator will discuss options (d) or (e) with the affected employee. The employee will choose one of the following options. All options are based on 1.0 FTE.

D. FORMS ASSOCIATION WITH CLASS SIZE OVERLOAD

- o Appendix G-1: Class Size Overload for K-6 Staff
- o Appendix G-2: Class Size Overload for 7-12 Staff
- o Appendix G-3: Case Load Overload for Special Education Staff

ARTICLE X - EMPLOYEE LIABILITY COVERAGE

- A. The District agrees to provide liability insurance covering bodily injury and/or property damage resulting from the employees' acts or omission while performing or in good faith purporting to perform their official duties.
- B. In no event shall the liability of the District exceed the insurance coverage afforded under the policy covering certificated employee liability.

- C. Employees shall be reimbursed for the loss of personal equipment used by the employee in the discharge of their instruction assignment, provided such loss arises from fire, malicious damage or theft by forcible entry. Such equipment shall be registered each school year with the employee's immediate supervisor who shall consent to its use. The dollar value of the personal instruction equipment or materials shall be determined at the time it is being registered.

ARTICLE XI - EMPLOYEE DISCIPLINE: DUE PROCESS

- A. No employee shall be disciplined without just cause. (Appendix E: Seven Tests for Just Cause)
- B. Any charges which are made shall be reduced to writing and delivered to the affected individuals and the Association prior to any formal action being taken.
- C. An employee shall have the right to have a representative of his/her own choosing present in any situation which may result in discipline and/or adversely affect his/her employment status per Weingarten rights.
- D. It is agreed that disciplinary matters shall be subject to the grievance procedure, except that all discharge probationary proceedings and non-renewals of employees shall be subject to appropriate statutes.

ARTICLE XII - WORK STATION VISITATION

To provide patrons of the District and other interested persons the opportunity to visit classroom work stations with the least interruption to the teaching process, the following guidelines are set forth: (Refer to School Board Policy 4200 for additional information.)

- A. All visitors to a school and/or classroom work station shall obtain the approval of the principal; if the visit is to a classroom, the time will be arranged after the principal has conferred with the employee and a time mutually agreed upon.
- B. The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.

ARTICLE XIII - WORK SCHEDULES

- A. Regular building hours for employees shall be 7 hours and 35 minutes per day to include conference/planning time and lunch period time. The starting times, which may vary from school to school, shall be determined by the Board.
 - 1. Employees shall have the right to depart at the conclusion of their regular working hours.
 - 2. Employees shall have early release the day before Thanksgiving, Rhododendron Festival and the last day of school. These hours are to be made-up during the course of the school year with required Safe Schools training.
 - 3. Employees are not obligated to work longer than 7 hours, 35 minutes unless previously agreed to by the individual employee except as allowed in Section C below.
- B. In addition to regular building hours, employees shall be required to attend one open house, orientation or similar all-school event such as graduation, and one school event mutually agreed upon by the employee and building administrator such as senior recognition, musical performances, dances and eagle night. The parties acknowledge that employees spend professional time in excess of the regular work day in pursuit of accomplishment of the educational program of the District. The parties also acknowledge that

employees are a necessary participant in many of the extracurricular activities for students which require supervision and/or which are not described on Schedule B. When such supervision cannot be provided by employees who volunteer to do so, the District shall have the right to recruit an employee to provide the supervision but shall compensate the employee in an amount that is agreeable with both parties.

- C. Employees shall make themselves available to pupils and patrons of the District one-half hour before and one-half hour after the student day.

In addition to regular building hours and consistent with the traditional expectations associated with the performance of professional employees, the following shall apply:

Employees should spend time outside of building hours to the extent necessary for adequate preparation for instruction and conferences; and

Faculty Meetings

1. Except in emergency situations, the employer agrees to try and limit building faculty meetings to one (1) every other week and program (e.g. Special Education, subject areas) faculty meetings to one (1) per month.
 2. Faculty meetings shall be limited in length to one (1) hour and shall begin within ten (10) minutes at the end of the student day.
 3. Staffs shall be involved in determining the best time for scheduling regular faculty meetings.
 4. Employees with non-standard work schedules shall be obligated to attend faculty meetings in the building where they spend the majority of the time and shall be responsible for checking on progress of things in buildings where they do not attend faculty meetings. Building employees may initiate agenda items for faculty meetings through the building administrator.
- D. All employees shall have a scheduled, duty-free lunch period of not less than thirty (30) continuous and uninterrupted minutes each day. Part-time employee's lunch and breaks shall be governed by Washington State Labor Law.
- E. Classroom teachers shall not be assigned involuntarily by the District to substitute for any employee during the regular work day. An employee who accepts an assignment as a classroom substitute in an emergency situation as requested by the building principal or designee, shall be compensated at their regular rate of pay plus the employee's per diem rate.
- F. On an average, regularly assigned 1.0 FTE classroom teachers shall have fifty (50) continuous minutes of planning per day as part of or within the seven (7) hour and thirty-five (35) minute day. Less than 1.0 FTE are prorated planning time which could also occur prior to or following the teaching assignment.
- G. The Association and District honor the importance of planning time, but recognize that under certain circumstances there may be a mutual interest in allowing a member to waive their planning period to teach an additional class for per diem compensation.
- H. The length of the employee's individual contract shall be 180 days, in addition, the District shall require employees to work additional days as outlined in Section M for which it shall pay each employee their per diem rate of pay.

- I. Certain personnel with special assignments may be employed at the Board's discretion beyond the 180 day regular contract year, when it is deemed to be in the best interest of the District. Any employee contracted for days in excess of 180 shall be paid by separate contract at their per diem rate. Schedule B contracts are not paid at per diem.
- J. Supplemental contracts for positions described on Schedule B shall be offered at the discretion of the District and accepted at the discretion of the employee. Compensation for such assignments shall be set forth on Schedule B when such contracts are between the District and employees represented by the Association. The District will make every effort to notify new employees, in writing, of the availability of such assignments for the following year prior to October 1 and agrees to issue supplemental contracts within fourteen (14) days of acceptance of the assignment. If the District shall decide not to offer a supplemental contract to an employee who accepted the assignment the prior year, the District shall, if requested by the employee, inform him/her of the reasons for its decision. If an employee who accepted the assignment the prior year rejects the offer of a successor contract, the employee shall, if requested, inform the District of the reasons for their decision.

K. PROFESSIONAL DEVELOPMENT SUPPORT

1. On September 1 of each school year, the District shall allocate for each employee, not member FTE, \$300 to support the employee's efforts towards meeting professional goal(s).
2. The District will share information regarding the professional development provisions, funds available, and procedures with all staff through conferences and/or staff meetings.
3. Each employee may set professional goal(s) related to the district instructional framework, and request funds for activities to support meeting these goals. (Appendix D-1: Request for Professional Development Fund and Appendix D-2: Professional Development Funds Evaluation)
4. The Building Instructional Leadership Team (BILT) in each building shall review all requests for funds and communicate to the district a list of proposals which have approval.
5. All expenditures of professional development funds will be made through standard District procedures.
6. Professional development funds may accumulate up to three (3) years. If agreeable between employee and supervisor, employee may be granted an extension beyond three (3) years.
7. Each employee's professional development funds will be tracked at the building level.
8. At the end of the accumulation period, unused funds revert to building fund for professional development and other costs such as ESA certification / involuntary transfer costs. Unused funds from retirees or members leaving the district revert to the building fund for professional development.
9. The expenditure record will be completed and submitted by August 31st.

L. LONGEVITY RECOGNITION

The District will provide a supplemental contract, in the amount of \$2,500 for employees with twenty (20) or more years of service. The stipend will be prorated based on the FTE of the employee.

M. PROFESSIONAL LEARNING DAYS

For the 2021-22 school year the district shall provide seven (7) professional learning days which shall include the state funded professional learning days. All employees, full and part time, are entitled to work and will be compensated for full days for all extended contract "M" days. The purpose of these days will be district directed staff development. State funded professional learning days will follow the parameters in the state law.

Starting with the 2022-23 school year the district shall provide six (6) professional learning days which shall include the state funded professional learning days. All employees, full and part time, are entitled to work and will be compensated for full days for all extended contract "M" days. The purpose of these days will be district directed staff development. State funded professional learning days will follow the parameters in the state law.

N. SUBJECT AREA CURRICULUM COMMITTEE (SAC) - BARGAINING UNIT POSITIONS

1. The District will allow for up to five (5) curriculum committee positions to be filled by bargaining unit members.

2. One member will be hired as follows:

Grade P-2	1 member
Grade 3-6	1 member
Grade 7-12	2 members
Special Program Staff	1 member

Special program staff may be from special education, PI, Title I, Learning Assistance Program, counseling, communications disorders specialists, music, learning resources, physical education, and any others that may be not included in a grade span.

3. Due to some curriculum areas being limited to certain grade spans, fewer positions may be offered than five.

4. The stipend may be adjusted by the mutual consent of the district designee leading the SAC team and the employee for the purposes of flexibility such as release time. The schedule of working time for the committee shall be based on a collaborative decision to be made by the members of the committee. (See Schedule B for stipend amount.)

5. Committee members should anticipate working for two (2) years to complete the committee's work.

6. All of the committee positions will be posted by the District, and all normal in-district hiring procedures will apply.

O. NON-STANDARD WORK SCHEDULES

The District and the Association shall document all non-standard bargaining unit member's work schedules.

1. A "non-standard work schedule" is any schedule that:

- a) Shares time between buildings or;
- b) Is less than full time employment or;

- c) Is not 7 hours, 35 minutes continuous work or;
 - d) Does not start or end at the standard starting or ending times of a building.
2. Each building/program administrator is responsible for informing each person they supervise of their supervisory capacity. Bargaining unit members are responsible for determining their immediate supervisor. Administrators and bargaining unit members are jointly responsible for documenting each member's schedule, signing it, and submitting it to the District within twenty (20) working days of the beginning of the contract.
 3. Specific information related to work schedules shall be included on the non-standard working schedule document. (Appendix C – Part Time or Partial Certificated FTE Schedule)

Examples are:

- a) Which and how many faculty meetings to attend.
- b) Allocation for planning time.
- c) Allocation for WAC time. (Time to be available to students and patrons of the District before and after regular student contact time.)
- d) Requirements for supplemental duty, if any. (open house, music programs, orientations)

ARTICLE XIV – CERTIFICATED NON-CLASSROOM EMPLOYEE EVALUATION

A. GENERAL PROVISIONS

1. During each school year non-classroom employees shall be observed in the performance of their primary work assignment the purpose of evaluation subject to and consistent with the provisions set forth herein and this Agreement.
2. All observation of the work performance of a non-classroom employee shall be conducted openly and with full knowledge of the employee.
3. Observations and evaluations shall be for the purpose of evaluating professional performance capabilities and development.
4. A non-classroom employee appeal of this evaluation procedure, through the grievance procedure, shall be limited to the procedural application of said procedure.
5. No evaluation or observation conference shall be used as a forum to discipline employees.
6. A non-classroom employee shall have the right to have an observer of his/her own choice present during any evaluation or observation conference.

B. RESPONSIBILITY FOR EVALUATION

1. Within each school building the assigned immediate supervisor shall be responsible for the evaluation of non-classroom employees assigned to that school building.
2. A non-classroom employee assigned to more than one (1) building shall be observed in accordance with the Article by each immediate supervisor to which he/she is assigned. The resultant evaluation(s) shall be the joint effort of each immediate supervisor and reflect the observations of each. If the

immediate supervisor and the affected employee agree, the observations and evaluations can be made by one immediate supervisor.

3. Any non-classroom employee not assigned to a specific school building nor assigned to a school building in which he/she performs a majority of his/her work responsibilities and assignments shall be evaluated by his/her immediate supervisor.

4. Definitions:

a) "Immediate Supervisor" means a principal, vice-principal, assistant principal, or program administrator. An immediate supervisor shall be fully certified to fill the administrator position and be authorized by the District to perform supervisory duties.

b) "Observation" means a single session in which an Immediate Supervisor documents the events and activities related to the employee's assignment.

c) "Evaluation" means the annual conclusions an Immediate Supervisor makes related to a non-classroom employee's job performance as evidenced by "Observation" documentation. Whether an employee has performed satisfactorily or unsatisfactorily shall be part of the conclusions stated in the evaluation document.

C. EVALUATION CRITERIA

1. All non-classroom employees shall be evaluated in accordance with the criteria set forth in Appendix A-3. All evaluations shall acknowledge the strengths and deficiencies, if any, of employees and shall also acknowledge supportive information for the conclusions made by the evaluator.

2. Evaluations provided by this Article shall be based upon the observations and shall be documented on the Evaluation Report Form contained within this article or according to the procedures outlined in Appendix A-3.

3. The Evaluator shall, in the process of observing and evaluating an employee, take into consideration and note in writing any circumstances that may adversely affect an employee's performance.

4. Each employee within thirty (30) days of his/her employment or within thirty (30) days of the effective date of this Agreement, whichever is later, shall be provided a copy of the applicable Evaluation Report Form and criteria to be used in the evaluation process.

D. EVALUATION PROCEDURES

1. Evaluation of New Non-classroom Employees

a) All new employees to the District shall be evaluated annually.

b) The first observation(s) for new employees shall be made within the first ninety (90) calendar days of the commencement of their responsibilities.

c) The second observation(s) and evaluation for new employees shall be completed by April 15th of the school year.

2. Evaluation of Continuing Employees

- a) All continuing non-classroom employees shall be observed at least twice annually and evaluated at least once.
 - b) The first observation(s) of continuing non-classroom employees shall be completed by January 15th of the school year.
 - c) The second observation(s) and evaluation of continuing non-classroom employees shall be completed by May 15th of the school year.
3. A non-classroom employee who transfers to a different assignment shall be evaluated prior to the transfer taking effect.
 4. If a non-classroom employee resigns during a school year, a final evaluation shall be completed prior to the resignation date.

E. ALTERNATE OBSERVATIONS AND EVALUATIONS

1. The Professional Growth Process

The Professional Growth Process is intended to enable supervisors and teachers to focus their collaborative energies on improving teaching skills in an articulated, mutually developed and cooperative process.

The purpose of a professional growth plan is to improve our ability to meet student learning needs and/or strengthen professional skills, knowledge and expertise. Several criteria may be the basis for development of a professional growth plan:

- a) Will develop and further an individual's ability to contribute to and achieve building or District goals.
- b) Will contribute to a unit or team effort to promote student learning and achievement.
- c) Will contribute to an individual or team ability to apply research and impact long range goals (beyond the immediate situation).
- d) Will promote professionalism with goals relating to personalizing the student learning environment.

The Professional Growth Plan is a valuable tool for articulating one's goals and sharing progress with another professional. A Professional Growth Plan may be initiated by a staff member at any point during the year. To be considered however, as a candidate for the short form evaluation format, an individual's Professional Growth Plan must be approved by the immediate supervisor no later than October 15th of any given year.

2. Short Form or Professional Growth Plan: Plan of Action

- a) After an employee has four (4) years of summative satisfactory evaluations in the Chimacum School District, a non-classroom employee and evaluator may mutually agree to use the short form of evaluation or the professional growth option.
- b) The short form is completed by October 31st and consists of at least one observation of not less than thirty (30) consecutive minutes. The employee will be provided with a written summary of the observation using the short form.

- c) The short form evaluation/professional growth process is not used as a basis for determining that an employee's work is unsatisfactory, nor as a probable cause for non-renewal of an employee's contract. If an observation is unsatisfactory, the employee will be returned to the long form (regular summative evaluation).
 - d) An individual may be on the short form for two (2) consecutive years.
 - e) Employees must be evaluated using the regular evaluation format at least once every three (3) years.
 - f) The staff member and evaluating administrator shall collaboratively design a professional growth plan.
 - g) Throughout the year, the staff member and immediate supervisor shall meet to discuss progress on the goals including a midyear conference and final meeting before June 1st.
 - h) All written materials resulting from the professional growth plan shall not be part of the personnel file except for the short form evaluation.
3. Nothing in this Article shall preclude an employee from being observed by himself/herself with or without use of videotape or by the students assigned to him/her with such employee's explicit consent reduced to writing in advance of such observations and concurred to by the building principal. The results of such observations shall not be made available to others or placed in the employee's records without his/her consent.
 4. Either the District or the employee may suggest evaluation or other participation in the evaluation process by a "peer". If the employee and the District agree, the "peer" shall be released from their work assignment to participate in the evaluation process. The "peer" shall document his/her findings on Appendix A-4 and made part of the evaluation. The resultant findings shall be made part of the employee's permanent personnel file and be used as evidence for the employee's evaluation. The evaluation is still the responsibility of the immediate supervisor.

F. OBSERVATION TIME AND REPORTS

1. During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her primary work assignment. Total observation time for each employee shall be not less than one (1) hour. At least one observation shall be for a minimum of thirty (30) minutes for classroom and non-classroom employees.
2. All observations shall be documented on the Employee Observation Form. A copy of the report shall be given to the employee and a conference held as soon as practical but in any event not later than five (5) days from the date of the observation.
3. Observations of instruction activity shall be for at least fifteen (15) continuous minutes.

G. PRE-EVALUATION CONFERENCE

A pre-evaluation conference shall be held between the evaluator and the employee, prior to the employee's first observation, to apprise the evaluator of the employee's objectives, methods and material planned for the situation to be observed.

H. POST-OBSERVATION CONFERENCES

1. Following each observation, or series of observations, the immediate supervisor or other evaluator shall promptly document the results thereof using the Employee Observation Report Form.
2. As soon as practical following the completion of the required observation report, but in any event not later than five (5) days thereafter, a meeting shall be held between the employee and the immediate supervisor or primary evaluator. At this meeting the evaluator will provide the employee with a copy of the written observation report and discuss the observation with the employee.
3. One (1) copy of the observation report shall be retained by the employee and one (1) copy shall be placed in the employee's working file. All copies shall bear the signature of both the employee and the evaluator. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the observation report.
4. The Evaluation Conference: The employee may submit at his/her own discretion signed comments concerning his/her evaluation report. These signed comments shall be made a part of the official evaluation report and shall be attached to the formal evaluation report and placed in the employee's personnel file. No other reports of the observations/evaluation(s) or of the conference shall be maintained or made a part of the formal evaluation report. The Evaluation Conference will be for the purpose of presenting the evaluator's conclusions based on the evidence from the series of observations.
5. In the event that an evaluation report indicates that an employee, other than a provisional employee, has specific primary work deficiencies in one or more areas defined in the evaluation criteria, the principal or primary evaluator and the employee shall attempt to develop a mutually agreeable plan designed to correct the recorded deficiencies. If no mutually agreeable plan can be agreed upon, the evaluator shall prepare, discuss and deliver such plan to the employee.

I. EMPLOYEE PROBATIONARY STATUS

1. If after completing the above sections, the evaluator determines that a continuing employee's overall performance of their primary work assignment is unsatisfactory based on the evaluation criteria, the following provisions shall be implemented:
 - a) Prior to the District, or its authorized representatives taking any official action regarding probation, a conference shall be held between the evaluator and the affected employee and, if requested, an observer, as discussed in Section A.6. above, may attend this conference. At said conference the parties will review and discuss the employee's performance, and the possibility of placing the employee on probation. Nothing will prevent the parties at this conference from reaching an alternative course of action.
 - b) In the event that the evaluator, after the completion of Section I.1.a. above, determines to recommend an employee for probation, said evaluator shall notify in writing the employee and the Superintendent on or before January 20th. A copy of such notice shall also be delivered to the Association President at this time.
 - c) The evaluator's recommendation for probation shall include the following:

- (1) All evaluation reports prepared pursuant to this Article.
 - (2) A definition of the deficiencies based on the evaluation criteria.
 - (3) A statement of reasonable expectations delineating what levels of performance will constitute acceptable performance in the deficient areas.
 - (4) The prepared plan described in H.5. above.
- d) If the Superintendent concurs with the evaluator's recommendations and decision, the Superintendent shall place the employee in a probationary status on or before February 1st; probationary period shall end on or before May 1st. On or before February 1st, the employee, with a copy delivered to the Association President, shall be given a written notice of said action which notice shall contain the information provided for in I.1.c. above. It is further agreed that all such notices shall be consistent with appropriate state statutes and this Agreement.
 - e) The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her areas of deficiency.
2. Upon receipt of a probationary letter, the evaluator shall hold a conference with the employee to discuss performance deficiencies and the remedial measures to be taken as provided for and documented within the probationary letter.
 3. During the probationary period the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. All evaluation reports shall be made subject to the provisions heretofore defined in this Article. The employee shall have the right to an additional observation by an administrative employee of the District other than the employee's immediate supervisor and to have the results of such additional observations included in the written report prescribed by Section I.5 herein.
 4. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas defined in his/her notice of probation.
 5. Unless the employee has previously been removed from probation, as provided in I.4. above, the evaluator shall submit a written report to the Superintendent with a copy of the affected employee and the Association President, at the end of the probationary period, which report shall identify whether the performance of the employee has improved and which shall set forth one of the following recommendations for further action: To remove or not remove the employee from probationary status.
 6. Following a review of the complete evaluation record of the employee and in the event the Superintendent determined that there exists probable cause or causes to non-renew the contract of the employee due to a failure to achieve the necessary improvement, the Superintendent shall provide a written notice thereof to the employee with a copy to the Association President on or before May 15th pursuant to the requirements of RCW 28.67.070 or any successor statute.

J. DISTRICT RESPONSIBILITIES

This evaluation procedure will be applied fairly and consistently.

K. FORMS ASSOCIATED WITH NON-CLASSROOM EVALUATION

- Appendix A-3: Non-Classroom Employee Evaluation Form

- Appendix A-4: Employee Observation Form
- Appendix A-5: Professional Growth Plan
- Appendix A-6: Short Form Performance Evaluation

ARTICLE XV - ASSIGNMENTS TRANSFERS AND VACANCIES

- A. Grade, subject and activity assignments shall be made by the District, taking into consideration so far as is practicable, teacher endorsement, the employee's preference, professional training, experience, specific achievements and service to the District; provided such assignments are made consistent with this Agreement and State and Federal laws.
- B. All employees will be subject to involuntary transfer, provided they are qualified to fill the position. It is understood that the employee's certification and endorsement, instruction requirements, and the best interests of the school system, teacher and pupils will be considered. If the involuntary transfer results in the teacher being reassigned outside of their endorsed area (at least a majority of the time) then the affected employee shall be given:
- Three (3) professional development days at the curriculum rate of pay;
 - Additional allocation of (\$300) of professional development support funds for one year;
 - Classroom materials one time allocation of two hundred dollars (\$200);
 - Three days at curriculum rate of pay if the involuntary transfer requires a classroom move;
 - Mentor program with grade level team for one year; details to be worked out with supervising administrator.

The District shall advise the employee of the reasons for the transfer if the employee requests.

- C. Employees shall be notified in writing of their individual assignments once the determination of assignments has been made. Such notification will include position, building, room, grade level or class or subject and other pertinent facts concerning the assignment.
- D. An assignment shall mean a placement of an employee in either a teaching and/or support personnel position or combination thereof. Employees shall be assigned to positions by the District in accordance with state law and regulations and the terms of this Agreement. Employees shall be notified in writing on or before June 15th, of their tentative assignment for the following school year. Tentative assignments for employees shall include grade level or subject areas. If the assignment is changed after August 10, the employee will be personally informed.

E. VACANCIES

1. A vacancy is when a position within the bargaining unit is declared open by the District.
2. During the school year, the District will send one (1) notice of vacancy to each school to be posted and an extra copy to the President of the Association. During the summer a notice of vacancy will be sent to the Association President and to each employee who has registered, in writing, an interest in reassignment. Notices will include a complete description of the position, required qualifications, and application procedures. The posting period for internal applications will be for five (5) working days from date of notice except for summer when posting will be for ten (10) calendar days. Vacancy notices may be sent to placement services and potential outside applicants at the same time internal

notices are sent, however, the District agrees that outside applications will not be considered until the internal process has been completed.

3. Employees who desire a posted position may file a written statement of such desire with the personnel office within the internal posting period.
4. All other qualifications being equal, senior qualified employees will be given first right of refusal for vacancies, provided, however, that those employees whose positions have been eliminated shall have priority over more senior qualified employees. Qualifications will be determined by the criteria stated in the job announcement, which may include by are not limited to, educational training and certification, educational employment experience, related employment experience and educational program needs.
5. Employees returning from a leave of absence may apply for vacancies and be considered in the same manner as current employees, unless federal or state law requires otherwise.
6. All employees are encouraged to apply for any vacancy for which they feel qualified or for which they are willing to become qualified prior to the starting date of the position by utilizing the following retraining options:
 - a) The Superintendent will meet with the affected applicant, the area administrator, and the President of the Association or his/her designee.
 - b) The Superintendent, affected applicant, the area administrator and the President of the Association or his/her designee shall examine the applicant's current transcripts and professional preparation and determine what additional training is needed to meet the preparation qualifications for the job.
 - c) If it is determined that the applicant has time to achieve the needed additional training prior to the starting date of the position, the Superintendent and the employee shall sign an agreement (witnessed by the President of the Association and the area administrator) as to the exact courses/training to be taken to meet the preparation qualifications.

F. TYPES OF CONTRACTS

Continuing Contract: Any contract other than provisional, replacement or supplemental. A continuing contract has automatic renewal for the following year if notice is not given to the contrary by May 15th.

Replacement Contract: Replacing an employee who is on a district approved leave. This is a non-continuing contract. Retire/rehire is also a one year non-continuing contract.

Provisional Contract: Issued to employees in the first three (3) years of teaching or in the case of an experienced teacher, the first year in the district.

Supplemental Contract: Salaries and benefits for certificated instructional staff may exceed the limitations in subsection (3) of RCW 28A.400.200 "salaries and compensation for employees" only by separate contract for additional time, additional responsibilities, or incentives. A non-continuing contract by RCW.

ARTICLE XVI - REDUCTION IN FORCE

The necessity for and the extent of staff reduction will be determined by the Board of Directors after receiving the recommendation of the Superintendent and his/her administrative staff. The following, in the order listed, will be the factors considered by the Superintendent in determining the educational program or services provided, and the certificated employees who will be employed to provide the educational program or services.

A. EDUCATIONAL PROGRAM OR SERVICE

In making a recommendation on the education program or service to be provided by the District, the Superintendent and his/her staff shall give consideration to the following factors:

1. the needs of students; needs and interest, as developed by historical subject enrollment of students; requirements for accreditation; minimum program requirements in accordance with WAC 180.16.165;
2. funds available for the implementation of the educational program or service;
3. curriculum offering based on the material developed under subdivisions A.1. and A.2. above; and
4. The positions needed to operate the educational program or service developed under subdivisions A.1., A.2., and A.3. above.

B. The Superintendent and his/her administrative staff shall develop a list of certificated employees to be recommended to the Board of Directors for retention by the District to fill the positions needed to operate the educational program or service. The Board will be provided a list of certificated employees for whom positions no longer remain and timely notice will be provided to such employees. The following criteria shall be applied in the order in which they are listed to the certificated teaching staff and supportive staff in developing the list of certificated employees to be retained:

1. Provisional Employees: A reduction in force is cause to non-renew all provisional employees as the reduced program requires. If any position remains vacant after all retained staff with continuing contracts have been placed in a position for which they are qualified, a provisional employee with appropriate certification and endorsement may be retained to fill the vacant position.
2. Certification and Contract: An employee shall possess an appropriate (to include such additional certificate or endorsement as is required by the State or as may be imposed upon the District as a condition of receipt of categorical funds, or for which extraordinary preparation is required, e.g. special education, career and technical education, counselor, librarian, psychologist, speech therapist) Washington State Certificate and endorsement for the remaining positions to be filled. An employee who qualifies for retention by virtue of such additional endorsement or extraordinary preparation shall be entitled to an employment contract of full-time status if the "special" assignment is equal to 0.5 FTE or more irrespective of comparable length of service. If the "special" assignment is less than 0.5 FTE, an employee shall be considered for retention in the same manner as all other employees.
3. Preparation: A person must have the equivalent of a major or minor in the particular field in which the majority of his/her teaching time will be spent for a secondary position. A person must have at least twelve (12) quarter hours of college credit in either elementary math, elementary science, elementary reading, elementary language arts, or children's literature; at least one college level course in at least three of the following six areas: social studies, elementary arts, elementary music or elementary health and physical education for a teaching position in a primary or intermediate grade. The requirements of college preparation shall be waived for any certificated employee in a position if he/she has successfully taught in the particular field or grade level for a majority of his/her teaching time in any one of the past three (3) years. (WAC 181-82A-204)

4. Length of Service:

- a) When more than one person qualifies for a particular position under the criteria listed above, the teacher who has the greatest length of service as a certificated employee in the State of Washington shall be given the position.
- b) In the event ties exist in the total length of Washington State experience, those certificated staff members shall be ranked as to total longevity seniority as a certificated employee in the District.

5. Additional Preparation: In the event ties exist, those certificated staff members shall be ranked as to total education credits beyond the B.A. as are earned and verified by the District as of March 1st of the year in which the provisions of this Article are invoked.

6. Flexibility: Consideration shall be given to the ability of employees to:

- a) handle classes in several programs or departments, and
- b) to handle both teaching and administrative duties where the need for this flexibility exists.

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

- C. The District will request in the Fall from each employee the necessary information for determining the list of certificated employees to be recommended for retention. It is the employee's responsibility to provide the District with transcripts and any record of past employment. Every employee shall be ordered from the highest rating (with respect to the criteria) to the lowest. Every employee to which this clause applies shall be provided with the list upon which the employee's name appears prior to February 1st.
- D. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the Superintendent his/her objections to the ranking order. The employee may request consideration for the modification of the ranking order based on the information previously requested and turned in by the employee. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, he/she shall do so in writing, and provide the individual and the Association with copies thereof. Any further appeal of placement shall be pursuant to the Grievance Procedure of this Agreement. (The placement on the list shall be the only section of this Article subject to the Grievance Procedure.)
- E. The Board of Directors shall review the recommendation of the Superintendent and provide an opportunity for public and staff participation in the review. After review, the Board shall take such action as may be necessary and such notice shall be given certificated staff members as required by law. Consistent with state statute, the employee may appeal any said probable cause determination directly to the Superior Court of the County in which the School District is located.
- F. All certificated employees who receive notice of probable cause will be placed in a District employment pool. All vacancies will be filled from the employment pool unless there is no certificated employee in the employment pool with the required qualifying criteria for a particular position. In filling any vacancy, the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees remaining in the employment pool shall be considered as applicants for all vacancies and all vacancies shall be filled

according to the above criteria. Employment notification shall be made by certified mail. Employees shall provide the personnel office in writing his/her current phone number, email and mailing address.

1. In the event there are not sufficient vacant positions to offer contracts to all employment pool personnel, the employment pools shall be reestablished for a second year. Employees in the employment pool will be placed with preference, provided they are qualified according to their state certificate, on the substitute teachers' list for the following year.
2. All employees in the employment pool shall be allowed to purchase District health insurance.
3. Should additional revenue not earmarked for a specific program become available to the District the recall of employees covered by this Agreement shall be considered a top priority.

The necessity for and the extent of staff reduction will be determined by the Board of Directors after receiving the recommendation of the Superintendent and his/her administrative staff. The following, in the order listed, will be the factors considered in determining the educational program or service provided, and the certificated employees who will be employed to provide the educational program or services.

ARTICLE XVII - EMPLOYEE FACILITIES AND EQUIPMENT

- A. Each building shall have the following facilities and equipment for the exclusive use of employees in that building:
 1. Adequate space in each classroom to store instructional materials and supplies safely that the teacher and students use on a day-to-day basis.
 2. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials.
 3. A serviceable desk and chair and a filing cabinet of adequate size in each teaching station.
 4. Well-lighted and clean restroom, and separate from student rest rooms, as facilities allow or new facilities are built.
- B. The District will provide, within the limit of its resources, adequate supplies and equipment.
- C. The District shall provide a furnished adult lounge and dining area.
- D. When employees are required to work outside of regular school hours, access to the work area will be provided.
- E. The District agrees to continue to provide safe and nonhazardous working conditions.
- F. Every employee needs to have access to reasonable technology to do their jobs, such as a computer, projector, or document camera. Reasonable technology is determined by the building administrator in collaboration with the staff, such as the individual teacher, the site council or the technology committee.
- G. The District will repair or replace technology equipment, such as computers, that is damaged or lost while the employee is performing job duties. The employee will exercise reasonable care and act in a prudent manner with such technology equipment.

ARTICLE XVIII – LEAVES

The District acknowledges that staffing decision discussions for the following school year will commence on or about May 15th. Applications for and the granting of professional and other leaves, will be completed before May 1st. The District and the Association believe it is in the best interest of the operation of the District and for shared decision-making for staffing decisions to occur before the end of the school year.

A. ILLNESS AND INJURY SICK LEAVE

1. At the beginning of each school year, each employee under contract with the District shall be credited with an advanced sick leave of twelve (12) days leave with pay to be used for absence caused by illness, injury, or emergency of the employee or immediate family member of the employee. All twelve (12) days may be used for sick leave and up to three (3) days of sick leave may be used per year for emergencies as defined in Section B after exhausting personal leave.

“Immediate family” for purposes of this section shall be defined as the employee’s spouse, child, parent, parent-in-law, grandparents or anyone living at the employees residence and considered part of the family.

2. Award, accrual, and use of sick leave days is calculated based on the staff member’s FTE and shall be prorated based on the number of days worked in the contract. .
3. Should an employee resign during the contract year, the twelve (12) days of credited sick leave shall be prorated based on the number of days worked in the contract.
4. Sick leave accumulated by an employee while employed in a certificated position in any school district or approved education agency in the State of Washington shall be granted, in accordance with Washington State law, to such employee upon enrollment in the district, provided such accumulated leave as verified by the previous employer.
5. The District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days. Employees leave balances are available online and updated monthly on pay warrants.
6. Upon return to employment with the District, any former employee shall be credited with the balance of unused illness and injury leave accumulated at the time of termination of his/her employment with the District.
7. Each employee’s unused portion of sick leave will accumulate from year to year up to a maximum of 180 days.
8. Employees shall have the right to be released for medical/dental appointments during the workday when arranged through the building principal or his/her designee. Such absence may be deducted from the employee's sick leave account prorated against the actual time taken rounded to the nearest quarter hour, for said appointment.

9. When an employee must be absent due to an unexpected illness or injury, the employee must notify the immediate supervisor or designee as soon possible through the substitute online system or agreed upon notification process between the supervisor and employee.
10. The District reserves the right to request a physician's certificate in proof of disability for any absence of more than six (6) consecutive school days, or proof on the first day that an employee's child has a health condition that requires supervision or treatment.
11. In the event school is closed early due to hazardous conditions, employees shall be permitted to leave immediately after students are dismissed with the permission of the building principal or designee. The building principal may require some personnel to remain to provide adequate supervision.

B. EMERGENCY LEAVE

1. Up to three (3) days of sick leave may be used per year for emergencies after personal leave has been exhausted as defined below:
2. Situations in which pre-planning by the employee is not possible, is serious, is essentially unavoidable, is of importance, and is not one of mere convenience. Some examples of situations that qualify for emergency leave are:
 - Threat to employee's property (flooding, storm, fire, etc.)
 - Other emergency events requiring time away from assigned duties and which are beyond the control of the employee or which cannot reasonably be anticipated or avoided and fall under the definition above.

C. TEMPORARY DISABILITY LEAVE

1. An employee who is unable to perform the essential functions of his or her job for medical reasons, may request a temporary disability leave. Temporary disability leave may be granted for a personal injury, surgery, temporary physical condition (including pregnancy or giving birth), personal illness, or other form of temporary disability (despite reasonable accommodations) may request extended medical leave for the period of actual disability and up to the end of the remaining school year. Employees may request an extension.
2. To request leave, employee will notify immediate supervisor and superintendent or designee in writing as to the nature of the expected disability and duration.

D. FAMILY and MEDICAL LEAVE / FAMILY CARE LEAVE ACT

(Refer to School Board Policy 5404: Family Leave for additional information.)

The superintendent or designee will administer the Family Medical Leave Act / Family Care Leave Act in accordance with law.

E. ON THE JOB INJURY LEAVE WORKERS' COMPENSATION

Employees who are injured in the course of their employment with the District and for whom benefits may be available pursuant to Workers' Compensation shall report the injury to the employee's immediate supervisor and complete required paperwork for such benefits.

F. ASSAULT LEAVE

Assault Definition - The threatened or attempted use of force or violence upon the person of another.

1. Any assault upon an employee while acting with the scope of his or her employment shall be reported promptly to the employee's immediate supervisor.
2. Whenever an employee is absent from employment and unable to perform his or her duties as a result of personal injuries sustained due to an assault, the employee will be paid assault leave as follows:
 - a. the base salary they would have received if on sick leave, less the amount of any Workers' Compensation time loss or other Workers' Compensation monetary benefits attributable to such days of absence that the employee is entitled to receive,
 - b. for a period not to exceed the annual number of work days in the employee's individual contract.
3. For paid assault leave absences:
 - a. no part of District paid compensation will be charged to the employee's personal or accumulated sick leave; and
 - b. the employee shall not be entitled to receive sick leave or other District paid leave compensation in addition to their District assault leave.
4. Employee will complete an accident report and file a police report.

G. PERSONAL LEAVE

1. Three (3) days of personal leave shall be provided for attending to personal or business matters that cannot reasonably be accomplished at times other than during the workday. Personal leave must be used in half or full-day increments.
2. Personal leave may be taken during the first or last five (5) student days of the school year only under exceptional circumstances. The reason for the leave must be stated and administrative approval is required in advance. Leave requests adjacent to a holiday or break will be open for up to eight (8) members per day, district-wide and no more than three (3) per building. The Association will administer and notify buildings which members have been approved for leave.
3. Employees shall, whenever possible, give notice to the building principal of intention to exercise personal leave within seven (7) days of the anticipated leave and shall insure that lesson plans are current and that the employee's classroom assignment can be discharged by a substitute employee without undue disruption.
4. Unused personal leave may be accumulated up to a total of five (5) days. Not more than five (5) days can be used in one school year. In the event a member accumulates more than five (5) days of personal leave, excess days will be converted to sick leave at the end of the school year.
5. Should a member have an exceptional situation warranting up to five (5) days of personal leave but has fewer than five (5) days accumulated, the staff member will be allowed, with superintendent permission in advance, to pay for the cost of a substitute during the absence. Substitute costs, either a half-day or full-day, must be paid regardless of whether a substitute is required. The substitute rate

will be determined on or before the first day of school each year. Payment will be made via payroll deduction.

6. Award, accrual, and use of personal days is calculated based on the staff member's FTE.

H. BEREAVEMENT LEAVE

1. Employees shall be granted, as needed, up to five (5) days at regular pay due to the death of the employee's spouse, parent, sibling, child, son-in-law, daughter-in-law, father-in-law, mother-in-law and all people living in the same family household, not necessarily relatives.
2. Employees shall be granted, as needed, up to two (2) days at regular pay due to the death of the employee's niece, nephew, aunt, uncle, brother-in-law, sister-in-law, grandchild or grandparent.
3. Employees shall be granted as needed, up to one (1) day at regular pay due to the death of an employee's non-family member.
4. Additional leave may be granted at the discretion of the Superintendent.
5. For non-family members, this additional leave will be charged to sick leave.

I. MILITARY LEAVE

Military leave shall be granted pursuant to federal and state laws. provided by the District for the term of involuntary active service required by the government.

J. JUDICIAL LEAVE

In the event an employee is summoned to serve as a juror, or summoned to appear as a witness in court or administrative proceeding except as a witness adverse to the District or in his/her own behalf, or is named as codefendant with the District, such employee shall receive a normal day's pay for each day of required presence in court or administrative proceeding.

K. PROFESSIONAL CONFERENCES AND MEETINGS

If leave with pay is approved, to attend professional conferences and meetings it shall include one of the following:

1. Full Payment Leave: Substitute, if necessary, and necessary expenses paid by the District. This category applies to employees representing the District at professional conferences, meetings symposiums and seminars.
2. Partial Payment Leave: Substitute, if necessary, paid by the District with necessary expenses paid by the employee or outside agency. This category applies to employees representing the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars. Attendance at such conferences shall be with the approval of the District.

L. ASSOCIATION LEAVE

1. The District will grant a total of twenty (20) days to the Association President, President-elect or a designee for purposes of negotiations, grievance administration or other meetings with or for the benefit of the District. Notice of intent to take leave must be presented to the Superintendent at least

one (1) day in advance of the leave and must include a clear statement of the purpose of the leave. The Association may request additional leave days to be granted by the Superintendent, at his/her discretion, according to the same terms provided herein.

2. The Association shall reimburse the District for the costs of providing a substitute for each day utilized.
3. The Association agrees to indemnify and hold harmless the District for any liability incurred by the District in granting of such leave.

M. EXTENDED PROFESSIONAL LEAVE

Extended professional leave of one (1) year without pay will be granted upon application to the Board. The District will consider two (2) year requests based on the number of requests and impact to the District. Extended professional leave will be granted on the following basis:

1. Employees must have been employed by the District for at least the three (3) consecutive years prior to the year in which the leave is requested.
2. Employees on extended professional leave shall spend the time in any college accredited program of higher learning, or in any professionally related work program which meets with the approval of the Board. Application must be detailed as to the course of study or professionally related work program and may, in the case of academic study, include a request for contribution of tuition and residence costs on the part of the District.
3. Employees requesting extended professional leave shall apply by February 1st in writing to the Superintendent.
4. An employee granted extended professional leave may return to the District in a comparable position for which he/she is qualified, providing notice of intent to return in writing has been received by the District prior to February 1st of the calendar year in which the employee desires to return and provided further, that, if requested, the employee provides the District with assurance of having complied with the terms of the leave which was granted.
5. Employees on extended professional leave shall retain all accumulated leave.
6. Only two (2) professional leaves per year may be granted to employees covered by this agreement.
7. An employee who is on extended professional leave may make application for an extension of the leave for one (1) year. Application must be made by February 1st of the year of the leave. The granting of an extension of such leave shall be at the sole discretion of the School Board.

N. EXTENDED PERSONAL LEAVE

Extended personal leave of up to one (1) year without pay will be granted upon application to the Board by an employee. Leaves will be granted on the following basis:

1. Employees must have been employed by the District for at least the three (3) consecutive years prior to the year in which the leave is requested.
2. Leaves will not be granted to accept another teaching contract in the State of Washington.

3. Up to two (2) extended personal leaves will be granted by school year. Additional leaves may be approved by the District.
4. Employees requesting extended personal leave shall apply by February 1st prior to the year for which the leave is requested. The district may extend the application and timeline. The employee will make a written application to the Superintendent.
5. Extended personal leave may be for one (1) year, one (1) semester, or two (2) consecutive semesters or partial FTE. The district may extend the leave granted for those on leave of less than one (1) year.
6. If more than two (2) applications for extended personal leave are received and replacements are available, the employees with the greater District seniority will be granted the leaves.
7. The employee and District will develop a plan presented with the request and necessary for approval for the transition and replacement of the employee applying for leave.
8. Employees will agree to return to service with the District at the termination of the extended personal leave granted.
9. Employees who are granted extended personal leave reaffirm their intent to return to employment with the District by February 1st of the calendar year in which the employee desires to return to employment.
10. Employees returning from extended personal leave shall be placed in a position the same or similar as they last held and for which they are presently qualified. An employee who is on extended personal leave may make an application for an extension of the leave for one year. The application must be made by February 1st of the year of the leave. The granting of an extension of such leave shall be at the sole discretion of the School Board.
11. In case of job shares, leaves may be granted for an additional year on an annual basis, as part of the job share application process.
12. Employees on extended personal leave shall have the option of maintaining District medical/dental insurance coverage at their own expense.

O. JOB SHARING

Employees must have been employed by the District for at least two (2) consecutive years prior to the year in which the job share is requested.

1. Job sharing shall be defined as two (2) continuing contracted employees voluntarily sharing one (1) position that would normally be filled by one (1) employee. The two (2) employees will present their plan to the building principal by March 1st.
2. If a job share plan requires one or more employees to take leave, this leave request must be included as part of the job share proposal.
3. Teachers may request renewal of the job share leave annually by February 1st.
4. The building principal must approve the job share plan including any necessary request for leave in order for it to occur in the building.

5. Each employee shall be compensated on a pro-rata basis.
6. All employees under part time contract shall be responsible for acquiring information shared at staff meetings.
7. Two (2) job-sharing positions will be allowed per building annually. The District will consider additional requests based on the total in the District and number of employees involved.
8. In the event a continuing replacement is required for a job sharer, the district shall consider the other certificated employee sharing that particular job as first choice as a replacement.
9. The District or either of the employees participating in the sharing of a position may elect to terminate the arrangement at the end of any contract year providing notice of intent to do so is delivered to the District or to the affected employees by April 15th of the applicable year.
10. If the District shall elect to terminate the arrangement, each employee employed part time shall be entitled to an original contract FTE reinstated for the succeeding year except that no continuing employee in the District shall be “riffed” (See Article XV, Reduction in Force) to accommodate a full-time contract for either employee(s) participating in the sharing of a position.
11. If either of the employees participating in the sharing of a position desires to terminate the arrangement, each employee may make application for a full-time position, but the Board of Directors shall not be obligated to accept the application. If either of the employees desires to terminate the arrangement and submits a resignation from employment, the employee remaining in the shared position shall be obligated, at the discretion of the Board, to accept a full-time contract or at the discretion of the Board a replacement may be sought. Employees who participate in the sharing of a position shall not be entitled to make application for or receive unemployment compensation.
12. Employees who take leave to job share may not resign that part of their contract. This leave will be annually reviewed as part of the job share request.

P. LEAVE SHARING

1. Employees are granted the right to donate sick leave to come to the aid of another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take the leave without pay or terminate his/her employment.
2. An employee who has an accrued sick leave balance of more than twenty-two (22) days is allowed to transfer sick leave to another employee as specified in J.1.
3. Employees cannot donate sick leave days that would result in his/her sick leave accounting going below twenty-two (22) days.
4. Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury and emergencies.
5. While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

6. The days donated by member will be used in a round robin fashion as follows: (1) one day from each person donating one day or more will be used in the first round, (2) one day from each person donating two days or more will be used in the second round and; (3) in a similar manner until the pool is exhausted.
7. The provisions of this Section shall not be subject to the Grievance Procedure.

ARTICLE XIX - GENERAL PROVISIONS RELATING TO THE SALARY SCHEDULE

- A. The District agrees that increments for experience and education will be provided in accordance with the Salary Allocation Model (Schedule A). Educational Staff Associates (ESA) previous experience will be applied per state law rules and regulations.
- B. Credits earned for professional preparation must be completed by August 30th of each year, and official transcripts verifying credits earned must be registered with the Personnel Office by September 15th, in order to be applicable on the salary schedule for the current school year. The salary schedule is attached as Schedule A, hereto.
- C. Should an employee contract be terminated by mutual consent during the school year, the employee will receive a full salary which bears the same ratio to the whole salary provided as the number of days of service performed by the employee bears to the total number of contractual days in the employee's work year as fixed by the Board.
- D. One-twelfth (1/12) of the annual salary will be paid on the last day of each month beginning with the month of initial employment, provided a minimum of two (2) weeks work has been performed.
- E. When a school vehicle is not available, employees utilizing their private automobile to travel on school business shall be compensated at a rate equal to that paid by the state to state employees. All employees who, by nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at the same rate.
- F. Employees who contract with the District for less-than-full-time teaching in the secondary school shall be compensated from Schedule A in the ratio that the number of class periods which they are assigned bears to a full time teaching load.

ARTICLE XX – INSURANCE

MEDICAL

School districts are required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), School Employee Benefit Board (SEBB) starting January 1, 2020.

The District and employees will comply with the SEBB requirements as set out in state law and HCA rules and regulations, these include but are not limited to the following:

- Eligible employees for medical coverage as defined by HCA.
- Plan offerings, premiums rates and employee contributions are all determined by HCA.

District payments for employer contribution are determined by HCA

PAID FAMILY MEDICAL LEAVE

Paid Family and Medical Leave (PFML) is a required Washington State Program administered by the Washington Employment Security Department.

Starting January 1, 2019 a total premium of 0.4 percent up to the social security cap will be assessed to each employee. The employee is responsible for up to 63% of the premium.

Benefits start January 1, 2020 as defined by Washington Employment Security Department.

LONG TERM CARE ACT

Substitute House Bill 1087 Section 9 reads as follows: Beginning January 1, 2022, the employment security department shall assess for each individual in employment with an employer a premium based on the amount of the individual's wages. The initial premium rate is fifty-eight hundredths of one percent of the individual's wages.

Starting January 1, 2022, the District will deduct from employee wages the required premium of fifty-eight hundredths of one percent of the individual's wages as required by the law and administered by Washington State Employment Security Department.

ARTICLE XXI - MENTOR PROGRAM

The District will apply for the BEST Grant every year and will follow the rules outlined in the BEST Grant regarding teacher requirements and pay.

If the BEST Grant is not awarded, then the following will apply:

- A. The District shall post notice of its intent to seek mentors in the faculty room(s) by September 30 and/or one month after date of new employee hire, which notice shall include:
 1. Name of beginning teacher and grade or subject assignment.
 2. Qualifications of the mentor:
 - a) Must be a certificated employee
 - b) Must have a minimum of three (3) years of certificated teaching experience at least one of which shall be in the District.
 - c) Must have a valid certificate.
 3. A description of the duties to be fulfilled by the mentor and standards of performance.
 4. Date by which application must be received.
- B. The building principal shall have the right to approve any mentor who is otherwise qualified in accordance with Section B and shall select the mentor for each eligible beginning teacher and which teacher shall have the right to consent to the mentor so selected.
- C. The mentor teacher shall receive a basic stipend for satisfactory performance of his/her duties in the amount of \$500 and shall receive a stipend for attendance at each required workshop/conference in the

amount of \$150 and for meals in the maximum amount of \$15 per day while in attendance of workshops/conferences.

- D. Either party or the principal shall have the right to terminate the mentor agreement if a dispute cannot be resolved by them. The mentor's compensation shall be prorated upon termination.
- E. Neither mentor or beginning teacher will participate in the evaluation of the other and no reference of their participation can be made in the District evaluation.

ARTICLE XXII - MANAGEMENT RIGHTS

- A. The rights, powers, authority and functions of management shall remain exclusively vested in the District and its Board of Directors except as limited by the provisions of this Agreement.
- B. All matters not covered or treated by the language of this Agreement will be administered by the District as from time to time it may determine.

ARTICLE XXIII - GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. A grievance is an alleged misinterpretation or, misapplication of, or violation of terms and or provisions of this Agreement.
- 2. A grievant shall mean an individual, a group of individuals and/or the Association.
- 3. Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration, nor of the parties from jointly seeking the assistance of grievance mediation at any step according to whatever terms they may mutually agree upon.

B. PROCEDURE OF PROCESSING GRIEVANCES

1. Step I: Immediate Supervisor

- a) The grievant and/or the Association representative or the Association will orally present a grievance and identify the matter of contractual concern to the immediate supervisor. The grievant and/or the Association shall state that, "They are presenting a matter of contractual concern." If the grievance is not settled orally, a written statement of grievance shall be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.
- b) The "Statement of Grievance" (Appendix B-1) shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.
- c) The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy of the grievance form to the grievant(s), Association representative and

the Superintendent. The immediate supervisor shall answer the grievance in writing within five (5) working days of receipt of the grievance which answer shall include the reasons upon which the decision was based. The immediate supervisor shall concurrently send a copy of the grievance, his/her decision and all supportive evidence to the grievant(s), Association representative and the Superintendent.

2. Step II: Superintendent

- a) If no satisfactory settlement is reached at Step I, the grievance may be appealed to Step II, Superintendent, or his/her designated representative, within seven (7) working days of receipt of the decision rendered in Step I.
- b) The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within seven (7) working days of the receipt of the Step II appeal. The purpose of this meeting shall be to affect a resolution of the grievance.
- c) The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative, and immediate supervisor within five (5) working days from the conclusion of the meeting. The decision rendered at Step II shall be considered the final decision of the District.

3. Step III: Arbitration/Mediation

- a) If no satisfactory settlement is reached at Step II, the Association, within fifteen (15) working days of the receipt of the Step II decision, may appeal the final decision of the District to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of or relating to the interpretation of application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article.
- b) The arbitrator/mediator shall hold a hearing of his/her appointment as soon as possible for all parties. The arbitrator/mediator will issue his/her decision to both parties after completion of the hearing.
- c) The arbitrator's/mediator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue submitted to him/her. The decision of the arbitrator shall be final and binding upon the District, the Association and the grievant(s).

C. JURISDICTION OF ARBITRATOR/MEDIATOR

1. The arbitrator/mediator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement.
2. The arbitrator/mediator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.
3. The arbitrator/mediator shall have no power or authority to rule on any of the following:
 - a) The termination of or failure to reemploy any provisional employee.
 - b) The termination of services or failure to reemploy any employee to a position on the supplemental salary schedule.

- c) Any matter involving employee evaluation, except as provided in the Evaluation Procedure, Article XIV, Section A.4.
- d) Any matter involving employee probation procedures, discharge, non-renewal or reduction in force.

D. TIME LIMITS

1. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
2. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employee's answer at the previous step.

E. ACCELERATED GRIEVANCE FILING

In order to expedite grievance adjudication, the parties agree that any Association grievance, class action grievance and grievance involving the evaluation procedures will be lodged at Step II of this procedure.

F. REPRISALS

No reprisals of any kind will be taken by the District against any employee because of his/her participation in any grievance.

G. COSTS

The fees and expenses of the arbitrator shall be shared equally by the parties. All Association expenses shall be subject to approval of the CEA executive board. All other expenses shall be borne by the party incurring them.

ARTICLE XXIV - SCOPE OF AGREEMENT

- A. If any provision of this Agreement is determined to be unlawful by operation of law or by the Attorney General, State Auditor, Superintendent of Public Instruction or the Jefferson County Superior Court, or if the enforcement of any provision should be similarly determined unlawful, the remainder of this Agreement shall not be affected thereby and the parties shall, upon request of either, enter into negotiations for the purpose of attempting to arrive at a satisfactory replacement for the affected provision(s).
- B. The parties acknowledge that each of them and the individual employees have rights--statutory and common law, state and federal--other than set forth in this Agreement. This Agreement shall not be construed to limit the exercise of those rights; however, the remedy for redress of any alleged violation of such rights shall be exclusively as provided by law and not by resort to Grievance Procedure.

- a. non-state funded professional learning days will be suspended; and
- b. class size language will be suspended.

D. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.

E. The parties agree they are committed to establishing an interest based bargaining relationship.

FOR THE ASSOCIATION:

P. Amador MS
CEA President

10/19/21
Date

FOR THE SCHOOL DISTRICT:

Kristina L. Mayer
Board Chair

9/08/21
Date

[Signature]
Superintendent

9/23/21
Date

**CHIMACUM SCHOOL DISTRICT
COMPREHENSIVE EVALUATION FORM**

Teacher Name:	Assignment:
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Directions: Check the column to the right which best describes demonstrated performance of the skills listed below. Use one form for each evaluation. Any items checked unsatisfactory must be explained on attached sheets. Evaluations must be based on actual evidence collected through observation and conversation.

Each of the eight legally required criteria are identified by use of capital letters and must be scored on a rating of 1 – 4 (1=Unsatisfactory; 2=Basic; 3=Proficient; 4=Distinguished). Other listed sub-headings under the legally required criteria are indicators. The criterion score should be based on the preponderance of the evidence analyzed for current year's work.

Criterion 1: CENTERING INSTRUCTION ON HIGH EXPECTATIONS FOR STUDENT ACHEIVEMENT			Criterion Score
P1	Learning target(s) connected to standards		
P4	Communication of learning target(s)		
P5	Success Criteria		
CEC2	Learning Routines		
Comments:			
Criterion 2: DEMONSTRATING EFFECTIVE TEACHING PRACTICES			Criterion Score
SE1	Quality of Questioning		
SE4	Opportunity and support for participation and meaning making		
SE5	Student Talk		
CP5	Use of Scaffolds		
Comments:			
Criterion 3: RECOGNIZING INDIVIDUAL STUDENT LEARNING NEEDS AND DEVELOPING STRATEGIES TO ADDRESS THOSE NEEDS			Criterion Score
SE2	Ownership of Learning		
SE3	Capitalizing on Students' Strengths		

CP4	Differentiated Instruction for Students		
A4	Teacher Use of Formative Assessments		
SG3.1	Establish Student Growth Goal(s): Subgroup of students		
SG3.2	Achievement of Student Growth Goals(s): Subgroup of students		
Comments:			
Criterion 4: PROVIDING CLEAR AND INTENTIONAL FOCUS ON SUBJECT MATTER CONTENT AND CURRICULUM			Criterion Score
P2	Lessons Connected to previous and future lessons, broader purpose and transferable skill		
CP1	Alignment of instructional materials and tasks		
CP2	Teacher knowledge and content		
CP3	Discipline-specific teaching approaches		
P3	Design of performance task		
Comments:			
Criterion 5: FOSTERING AND MANAGING A SAFE, POSITIVE LEARNING ENVIRONMENT			Criterion Score
CEC1	Classroom arrangement and resources		
CEC3	Use of learning time		
CEC4	Student status		
CEC5	Norms for learning		
Comments:			
Criterion 6: USING MULTIPLE STUDENT DATA ELEMENTS TO MODIFY INSTRUCTION AND IMPROVE STUDENT LEARNING			Criterion Score
A1	Student self-assessment		
A2	Student use of formative assessments over time		
A3	Quality of formative assessment methods		

A5	Collection systems for formative assessment data		
SG6.1	Establish Student Growth Goal(s): Classroom of students		
SG6.2	Achievement of Student Growth Goal(s): Classroom of students		
Comments:			
Criterion 7: COMMUNICATING AND COLLABORATING WITH PARENTS AND THE SCHOOL COMMUNITY			Criterion Score
PCC2	Communication and collaboration with parents and guardians		
PCC3	Communication within the school community about student progress		
Comments:			
Criterion 8: EXHIBITING COLLABORATIVE AND COLLEGIAL PRACTICES FOCUSED ON IMPROVING INSTRUCTIONAL PRACTICE AND STUDENT LEARNING			Criterion Score
PCC1	Collaboration with peers and administrators to improve student learning		
PCC4	Support of school, district and state curricula, policies and initiatives		
PCC5	Ethics and advocacy		
SG8.1	Establish Team Student Growth Goal(s)		
Comments:			

Preliminary Summative Score (Total of 8 Criterion Scores): ---→

Additional Comments (Use additional page(s) if necessary):

Directions: For each of the following, assign a score of 1 – 4; add the five scores to determine the total Student Growth Score: Low = 4 – 12; Medium = 13 – 17; High = 18 – 20

Student Growth Rubric Scores		
SG 3.1	Establish Student Growth Goal(s): Subgroup of students	
SG 3.2	Achievement of Student Growth Goal(s): Subgroup of students	
SG 6.1	Establish Student Growth Goal(s): Classroom of students	
SG 6.2	Achievement of Student Growth Goal(s): Classroom of students	
SG 8.1	Establish Team Student Growth Goal(s)	
Comments:		

Student growth measure bands:

Low = 4 – 12; Medium = 13 – 17; High = 18 – 20

Summative scoring bands:

Unsatisfactory = 8 – 14; Basic = 15 – 21; Proficient = 22 – 28; Distinguished = 29 - 32

Student Growth Measure is:		Low	Medium	High	
Overall Final Evaluation is:		Unsatisfactory	Basic	Proficient	Distinguished
Classroom Teacher: I have received a copy of this evaluation and have been allowed to add comments.			Yes	No	
Comments attached by classroom teacher:			Yes	No	
Signature of Evaluator			Date:		
Signature of Teacher			Date:		

**CHIMACUM SCHOOL DISTRICT
FOCUSED EVALUATION**

Teacher Name:	Assignment:	
Criterion:	Previous Comprehensive Score:	
Note: If an evaluator determines that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher and association must be informed in writing by December 15.		
Summary of Goal(s)		
Evaluator Comments:		
Overall Final Evaluation is:		
	Final Evaluation Score is the Same as the Comprehensive Score	
	Overall Evaluation Determined to be Distinguished	
	Return to Comprehensive Evaluation	
Classroom Teacher: I have received a copy of this evaluation and have been allowed to add comments.	Yes	No
Comments attached by classroom teacher:	Yes	No
Signature of Evaluator:	Date:	
Signature of Teacher:	Date:	

**CHIMACUM SCHOOL DISTRICT
NON-CLASSROOM EMPLOYEE EVALUATION FORM**

Name of Teacher:
Building/Assignment:

Directions: Check the column to the right which best describes demonstrated performance of the skills listed below. Use one form for each observation. Any items checked unsatisfactory must be explained on attached sheets. Evaluations must be based on actual observations. Evaluation summary reports must be consistent with teacher observation reports.

Each of the seven legally required criteria are identified by use of capital letters and must be marked. Other listed sub-headings under the legally required criteria are considered to be possible indicators. Evaluators may add criteria that they feel to be appropriate in the spaces provided following the listed criteria.

Key: U= Unsatisfactory; S=Satisfactory; D=Distinguished; N/O=Not Observed	U	S	D	N/O
INSTRUCTIONAL SKILLS				
<ul style="list-style-type: none"> • Has a theoretical rationale in working with pupils and staff. • Ability to apply theoretical rationale or plan in delivery of his/her services. • The employee keeps abreast of new developments in his/her major subject area or primary assignment 				
Comments:				
SPECIALIZED SKILLS				
<ul style="list-style-type: none"> • Ability to design a program that utilizes his/her special skills • Ability to implement his/her program to serve the pupil. • Ability to evaluate his/her program and make necessary correction as it relates to the pupil. 				
Comments:				
MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT				
<ul style="list-style-type: none"> • Selects the resources deemed necessary to serve the pupil. • Uses resources deemed necessary in serving the pupil. • Maintains inventory and control over assigned resources when appropriate. 				
Comments:				

Key: U= Unsatisfactory; S=Satisfactory; N/O=Not Observed		U	S	D	N/O
EFFORT TOWARD IMPROVEMENT WHEN REQUIRED					
<ul style="list-style-type: none"> Participates in inservice and career development activities appropriate to the specialized skill sponsored by the District. Employee is responsible for availing himself/herself to a reasonable plan established by the District for improving weaknesses noted in the evaluation. 					
Comments:					
INTEREST IN ASSISTING PUPILS					
<ul style="list-style-type: none"> Uses experience and knowledge in serving pupils. Evaluates individual student progress regularly and maintains records for report cards and/or parent conferences. 					
Comments:					
INTEREST IN TEACHING PUPILS					
<ul style="list-style-type: none"> Exhibits commitment to teaching as a career. Motivates students by making lessons interesting and challenging. 					
Comments:					
KNOWLEDGE OF SUBJECT MATTER					
Comments:					
ADDITIONAL STRENGTHS AND/OR DEFICIENCIES					
Comments:					
Evaluation is:	Satisfactory		Unsatisfactory		
I have received a copy of this evaluation and have been allowed to add comments.					
Comments attached:	Yes		No		
Signature of Evaluator	Date				
Signature of Person Evaluated	Date				

Certificated Employee:	School Year:
1. Professional goals which are to be the focus of my professional growth plan activities:	
2. The plan of action for achieving my goals:	
3. My supervisor can support me in the following ways:	
4. Measures I will use and data I will collect as evidence of my success in achieving or making progress toward my goals:	
Agreed to by Evaluator:	Date:
Agreed to by Teacher:	Date:

WAC 393-191-080 stipulates that one of the following sources of information are to be used in developing a professional growth plan: 1) peer review and evaluation; 2) input by parents; 3) input by students; 4) personal and/or professional goals; 5) school District goals; 6) building goals; 7) self-assessment; 8) personal academic records; and, 9) school District evaluations.

**Chimacum School District
Short Form Performance Evaluation**

Name:	Date:
Evaluation Period:	School Year:
School or Department:	Position Title:

Nature of Observation: (check appropriate box below)

One observation of at least 30 minutes with written report.

Observation date: _____

Two observations of at least 30 minutes each without written report.

Observation dates: _____ and _____

Professional Growth Plan (attached)

This certificated employee's performance is satisfactory for this school year **pursuant to RCW 28A.405.100.**

Prepared by:	Date:
--------------	-------

I have read this evaluation of my performance and discussed it with my supervisor.

Employee:	Date:
-----------	-------

Statement by employee attached: Yes No

Supervisor comments attached: Yes No

FORMAL STATEMENT OF GRIEVANCE - STEP ONE/TWO
(Please Type or Print)

Grievant(s):	Date of Formal Presentation:
School:	Phone:
Immediate Supervisor:	Date Alleged Violation Occurred:
(Attach additional page(s) if necessary)	
1. Facts giving rise to the Grievance:	
2. Provision or provisions of the Agreement alleged to be violated:	
3. Remedy (specific relief) requested:	
Signature of Grievant(s):	Date:
Signature of Association Representative:	Date:
Signature of Immediate Supervisor:	Date:

DISTRIBUTION:
 Immediate Supervisor
 Association Representative
 Superintendent

DECISION OF IMMEDIATE SUPERVISOR (STEP ONE/TWO)

To be completed by immediate supervisor within five (5) working days after receipt of the grievance.
Please Type or Print

Date of Formal Presentation:	
Grievant(s):	
School:	Phone:
Decision of Immediate Supervisor and Reasons Therefore:	
Signature of Immediate Supervisor:	Date of Decision:
Grievant's Response	
I accept the above decision.	
I hereby refer the above decision to Step Two of the Grievance Procedure.	
Signature of Grievant:	Date of Response:
Signature of Association Representative:	Date:

DISTRIBUTION:
 Superintendent
 Association Representative
 Grievant(s)

DECISION BY THE SUPERINTENDENT OR DESIGNEE (STEP TWO)
 (To be completed by the Superintendent or Designee within five (5) working days
 from the conclusion of the Step Two Grievance Meeting).

Date of Grievance Meeting:	
Grievant(s):	
Decision of Superintendent of Designee and Reasons Therefore:	
Grievant's Response To be completed by the grievant(s) within five (5) working days of decision.	
I accept the above decision.	
I hereby refer the above decision to Step Two of the Grievance Procedure.	
Signature of Grievant:	Date of Response:
Signature of Association Representative:	Date:

DISTRIBUTION:
 Immediate Supervisor
 Association Representative
 Grievant(s)

CHIMACUM SCHOOL DISTRICT

SCHOOL YEAR: _____

Part Time or Partial Certificated FTE Schedule – Completed by Supervisor and Employee

Complete by October 1st

Employee Name	Location	FTE
---------------	----------	-----

CEA Certificated Contract Day Expressed in Hours and Minutes										
	1.00 FTE	.90 FTE	.80 FTE	.70 FTE	.60 FTE	.50 FTE	.40 FTE	.30 FTE	.20 FTE	
Hours Per Day	7 hours 35 mins	6 hours 49 mins	6 hours 4 mins	5 hours 19 mins	4 hours 33 mins	3 hours 47 mins	3 hours 2 mins	2 hours 16 mins	1 hour 31 mins	
WAC Time	60 mins	54 mins	48 mins	42 mins	36 mins	30 mins	24 mins	18 mins	12 mins	
Prep Time	50 mins	45 mins	40 mins	35 mins	30 mins	25 mins	20 mins	15 mins	10 mins	
Duty Free Lunch	30 mins	30 mins	30 mins	30 mins	---	---	---	---	---	
Instructional Time	5 hours 15 mins	4 hours 40 mins	4 hours 10 mins	3 hours 32 mins	3 hours 27 mins	2 hours 52 mins	2 hours 18 mins	1 hour 43 mins	1 hour 9 mins	
FTE = Number Days	180	162	144	126	108	90	72	54	36	

The District and the Association shall document all non-standard bargaining unit member’s work schedules. A “non-standard work schedule” is any schedule that: shares time between buildings; is less than full time employment, is not 7 hours and 35 minutes of continuous work; or does not start or end at the standard times of a building. (CEA Contract)

	Monday	Tuesday	Wednesday	Thursday	Friday
Start Time					
End Time					
WAC Time					
Prep Time					
Lunch					
Instructional Time					

EARLY RELEASE DAYS: Any time worked outside the regular day and mutually agreeable to the District and the employee will be submitted on a timesheet.

	Tuesday	Wednesday
Start Time		
End Time		
WAC Time		
Prep Time		
Lunch		
Instructional Time		

CONFERENCES: There are three scheduled conference days, two in the fall and one in the spring. Note below how conference days will be handled for employee.

--

FACULTY MEETINGS: How many meetings is employee required to attend and which ones? Please describe the agreement below:

--

PROFESSIONAL DEVELOPMENT DAYS that are controlled by the district shall be paid in Full Days at 1.0 FTE and mutually agreeable to the District and the employee.

Please attach a calendar of work days with the following considerations:

- Early release the day before Thanksgiving, Rhododendron Festival and the last day of school. These hours are to be made up during the course of the school year.
- Employees shall be required to attend one open house, orientation or similar all-school event such as graduation, and one school event mutually agreed upon by the employee and building administrator such as senior recognition, musical performances, dances and eagle night.
- Address non-school days, i.e. snow days, of part of regular work day for employee.

Any other time worked outside of the contracted day should be discussed with your administrator to provide clarity or expectations for compensation, flex time, etc.

Signature of Employee / DATE	Signature of Administrator / DATE
------------------------------	-----------------------------------

If employee is part of special education, Title I or LAP, review form with Special Services Director and obtain signature: _____

Send copy to HR with calendar attached by October 1.

CHIMACUM SCHOOL DISTRICT #49
REQUEST FOR PROFESSIONAL DEVELOPMENT FUNDS
 Article XIII: Professional Development Support

Employee Name	Date
Building	Assignment
Amount Requested	School Year
How will the activity(ies) improve instructional skill and student learning?	
What are your professional and/or student growth goals for this year? Briefly describe how this connects to your professional goals?	
Describe Professional Development Activity(ies)	

**Note: Applicant may attach additional sheets as necessary.

Applicant Signature	Date
Principal Signature	Date

For Site Council Use Only

Amount Approved

Approval Date

Site Council Representative Signature

Record of Conferences:

Type of Conference	Date	Employee Initials	Evaluator Initials
Goal Setting			
Mid-Year Check In			
Year-End			

CHIMACUM SCHOOL DISTRICT
PROFESSIONAL DEVELOPMENT FUNDS EVALUATION
 To be completed on or before August 31st

Employee Name	Date
Building/Supervisor	Assignment

Please fill out the following information regarding your reflection on your professional goals.
 Attach an additional page if necessary or preferred.

<p>Share your successes connected to your goal(s). Specifically, how did your professional development plan strengthen your instructional skills and improve student learning? How do you know you achieved your goal(s)?</p>
<p>What challenges/adjustments did you make, and/or what are your “lessons learned” from this experience?</p>

 Administrator Signature

 Date Received

Copy of form turned in to building administrator

SEVEN TESTS OF JUST CAUSE

The Seven Tests for Just Cause can help protect members from discipline or discharge.

One of the main benefits of being a union member is protection from unfair discipline. In most contracts, employers are prohibited from disciplining an employee without “just cause.”

Under the Seven Tests for Just Cause, the employer must be able to answer YES to the following questions. If not, they have failed to meet the just cause standard and discipline has to be reduced or thrown out altogether.

REASONABLE RULE

Was the rule or an order given to an employee “reasonably related to the orderly, efficient and safe operation of the business” and “the performance that the employer might properly expect of the employee”?

Rules or direct orders must not be arbitrary, capricious or discriminatory.

NOTICE

“Was the employee adequately warned as to possible discipline or consequences of his or her action?”

The employer is responsible for warning employees of acts of misconduct that can lead to discipline. A warning may be given verbally or it can be written. In either case, it should be clear, unambiguous and include any possible penalties.

Exceptions can be made for certain misconduct that is so serious that the employee is expected to know it is punishable—such as violence, stealing, or drinking on the job. But the rule of thumb is that employees need to have known in advance that their conduct would result in discipline. This is especially true in suspension and termination cases.

INVESTIGATION

The test here is: Did management investigate before administering the discipline?

The employer acts as prosecutor, judge and jury in discipline cases. For that reason, it has the responsibility to get all the facts before making the decision to discipline an employee. When conducting an investigation, an employer must actively search out witnesses and look for evidence. Failure to investigate before handing out discipline violates just cause.

FAIR AND OBJECTIVE INVESTIGATION

Was the employer’s investigation fair and objective?

A fair investigation must be timely and thorough. For example, did the employer interview only the supervisors who witnessed an incident or did it interview union members as well? Members’ right to union representation and due process must be respected in the investigation. The employer must evaluate the facts

fairly and objectively without a rush to judgment. If the employer disciplines first and investigates later, they have likely violated just cause.

PROOF

Did the investigation produce substantial evidence or proof of guilt?

The burden of proof is on the employer. Management does not have to prove “beyond a reasonable doubt”—but its evidence must be “substantial.” Speculation doesn’t cut it. In a grievance meeting, the steward or union rep should make the employer prove their case first. They should be made to present the facts and asked to present all of its evidence before the union presents its defense. If management does not have enough evidence to prove an offense occurred, then no punishment can meet the just cause standard.

EQUAL TREATMENT

Were the employer’s rules, orders and penalties applied evenhandedly and without discrimination?

The union has the right to do an information request and obtain employer records of all employees who have been disciplined for the same offense in a given time period. If enforcement has been lax in the past, management cannot suddenly reverse its course and crack down without first warning employees of its intent. If other employees who commit the same offense have been treated differently, this may constitute “disparate treatment” which violates this test.

PENALTY

Was the degree of discipline administered by the employer reasonably related to the seriousness of the employee’s proven offense, and the employee’s past record?

In other words, does the punishment fit the crime? Discipline should be progressive and it should be corrective. The goal should be to get an employee to understand and follow the rules—not to run them out the door. An employee’s past record is also relevant. A bad past record cannot be used to prove guilt of a new violation. But a good past record and other mitigating circumstances can balance the scales and lessen a penalty. If employee A has a better record than employees B or C, it is not discriminatory for employee A to receive a lighter penalty.



5 Dimensions of Teaching and Learning™

Instructional Framework Version 4.0

SD™	Subdimension	The Vision	Guiding Questions
	Standards	<ul style="list-style-type: none"> The lesson is based on grade-level standards, is meaningful and relevant beyond the task at hand (e.g., relates to a broader purpose or context such as problem-solving, citizenship, etc.), and helps students learn and apply transferable knowledge and skills. The lesson is intentionally linked to other lessons (previous and future) in support of students meeting standard(s). 	<ul style="list-style-type: none"> How do the standard and learning target relate to content knowledge, habits of thinking in the discipline, transferable skills, and students' assessed needs as learners (re.: language, culture, academic background)? How do the standard and learning target relate to the ongoing work of this classroom? To the intellectual lives of students beyond this classroom? To broader ideals such as problem-solving, citizenship, etc.? What is the learning target(s) of the lesson? How is it meaningful and relevant beyond the specific task/activity? Is the task/activity aligned with the learning target? How does what students are actually engaged in doing help them to achieve the desired outcome(s)? How are the standard(s) and learning target communicated and made accessible to all students? How do students communicate their understanding about what they are learning and why they are learning it? How does the learning target clearly communicate what students will know and be able to do as a result of the lesson? What will be acceptable evidence of student learning? How do teaching point(s) support the learning needs of individual students in meeting the learning target(s)?
	Learning Target and Teaching Points	<ul style="list-style-type: none"> The learning target is clearly articulated, linked to standards, embedded in instruction, and understood by students. The learning target is measurable. The criteria for success are clear to students and the performance tasks provide evidence that students are able to understand and apply learning in context. The teaching points are based on knowledge of students' learning needs (academic background, life experiences, culture and language) in relation to the learning target(s). 	
	Intellectual Work	<ul style="list-style-type: none"> Students' classroom work embodies substantive intellectual engagement (reading, thinking, writing, problem-solving and meaning-making). Students take ownership of their learning to develop, test and refine their thinking. 	<ul style="list-style-type: none"> What is the frequency of teacher talk, teacher-initiated questions, student-to-student interaction, student presentation of work, etc.? What does student talk reveal about the nature of students' thinking? Where is the locus of control over learning in the classroom? What evidence do you observe of student engagement in intellectual, academic work? What is the nature of that work? What is the level and quality of the intellectual work in which students are engaged (e.g. factual recall, procedure, inference, analysis, meta-cognition)? What specific strategies and structures are in place to facilitate participation and meaning-making by all students (e.g. small group work, partner talk, writing, etc.)? Do all students have access to participation in the work of the group? Why/why not? How is participation distributed? What questions, statements, and actions does the teacher use to encourage students to share their thinking with one another, to build on one another's ideas, and to assess their understanding of one another's ideas?
	Engagement Strategies	<ul style="list-style-type: none"> Engagement strategies capitalize on and build upon students' academic background, life experiences, culture and language to support rigorous and culturally relevant learning. Engagement strategies encourage equitable and purposeful student participation and ensure that all students have access to, and are expected to participate in, learning. 	
	Talk	<ul style="list-style-type: none"> Student talk reflects discipline-specific habits of thinking and ways of communicating. Student talk embodies substantive and intellectual thinking. 	

SD™	Subdimension	The Vision	Guiding Questions
Curriculum & Pedagogy	Curriculum	<ul style="list-style-type: none"> Instructional materials (e.g., texts, resources, etc.) and tasks are appropriately challenging and supportive for all students, are aligned with the learning target and content area standards, and are culturally and academically relevant. The lesson materials and tasks are related to a larger unit and to the sequence and development of conceptual understanding over time. The teacher makes decisions and utilizes instructional approaches in ways that intentionally support his/her instructional purposes. Instruction reflects and is consistent with pedagogical content knowledge and is culturally responsive, in order to engage students in disciplinary habits of thinking. The teacher uses different instructional strategies, based on planned and/or in-the-moment decisions, to address individual learning needs. 	<ul style="list-style-type: none"> How does the learning in the classroom reflect authentic ways of reading, writing, thinking and reasoning in the discipline under study? (e.g., How does the work reflect what mathematicians do and how they think?) How does the content of the lesson (e.g., text or task) influence the intellectual demand (e.g. the thinking and reasoning required)? How does it align to grade-level standards? How does the teacher scaffold the learning to provide all students with access to the intellectual work and to participation in meaning-making? What does the instruction reveal about the teacher's understanding of how students learn, of disciplinary habits of thinking, and of content knowledge? How is students' learning of content and transferable skills supported through the teacher's intentional use of instructional strategies and materials? How does the teacher differentiate instruction for students with different learning needs—academic background, life experiences, culture and language?
	Teaching Approaches and/or Strategies	<ul style="list-style-type: none"> The teacher provides scaffolds for the learning task that support the development of the targeted concepts and skills and gradually releases responsibility, leading to student independence. 	<ul style="list-style-type: none"> How does the instruction provide opportunities for all students to demonstrate learning? How does the teacher capitalize on those opportunities for the purposes of assessment? How does the teacher gather information about student learning? How comprehensive are the sources of data from which he/she draws? How does the teacher's understanding of each student as a learner inform how the teacher pushes for depth and stretches boundaries of student thinking? How do students use assessment data to set learning goals and gauge progress to increase ownership in their learning? How does the teacher's instruction reflect planning for assessment? How does the teacher use multiple forms of assessment to inform instruction and decision-making? How does the teacher adjust instruction based on in-the-moment assessment of student understanding?
Assessment for Student Learning	Assessment	<ul style="list-style-type: none"> Students assess their own learning in relation to the learning target. The teacher creates multiple assessment opportunities and expects all students to demonstrate learning. Assessment methods include a variety of tools and approaches to gather comprehensive and quality information about the learning styles and needs of each student (e.g., anecdotal notes, confering, student work samples, etc.). The teacher uses observable systems and routines for recording and using student assessment data (e.g., charts, confering records, portfolios, rubrics). Assessment criteria, methods and purposes are transparent and match the learning target. 	<ul style="list-style-type: none"> How does the physical arrangement of the classroom, as well as the availability of resources and space to both the teacher and students, purposefully support and scaffold student learning? How and to what extent do the systems and routines of the classroom facilitate student ownership and independence? How and to what extent do the systems and routines of the classroom reflect values of community, inclusivity, equity and accountability for learning? What is the climate for learning in this classroom? How do relationships (teacher-student, student-student) support or hinder student learning? What do discourse and interactions reveal about what is valued in this classroom? What are sources of status and authority in this classroom (e.g., reasoning and justification, intellectual risk-taking, popularity, aggressiveness, etc.)?
	Adjustments	<ul style="list-style-type: none"> The teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons, and give targeted feedback to students. 	<ul style="list-style-type: none"> How does the physical arrangement of the room (e.g., meeting area, resources, student seating, etc.) is conducive to student learning. The teacher uses the physical space of the classroom to assess student understanding and support learning (e.g., teacher moves around the room to observe and confer with students). Students have access to resources in the physical environment to support learning and independence (e.g., libraries, materials, charts, technology, etc.). Classroom systems and routines facilitate student responsibility, ownership and independence. Available time is maximized in service of learning.
Classroom Environment & Culture	Use of Physical Environment	<ul style="list-style-type: none"> The physical arrangement of the room (e.g., meeting area, resources, student seating, etc.) is conducive to student learning. The teacher uses the physical space of the classroom to assess student understanding and support learning (e.g., teacher moves around the room to observe and confer with students). Students have access to resources in the physical environment to support learning and independence (e.g., libraries, materials, charts, technology, etc.). Classroom systems and routines facilitate student responsibility, ownership and independence. Available time is maximized in service of learning. 	<ul style="list-style-type: none"> Classroom discourse and interactions reflect high expectations and beliefs about all students' intellectual capabilities and create a culture of inclusivity, equity and accountability for learning. Classroom norms encourage risk-taking, collaboration and respect for thinking.
	Classroom Routines and Rituals	<ul style="list-style-type: none"> Classroom discourse and interactions reflect high expectations and beliefs about all students' intellectual capabilities and create a culture of inclusivity, equity and accountability for learning. Classroom norms encourage risk-taking, collaboration and respect for thinking. 	<ul style="list-style-type: none"> Classroom discourse and interactions reveal about what is valued in this classroom? What are sources of status and authority in this classroom (e.g., reasoning and justification, intellectual risk-taking, popularity, aggressiveness, etc.)?
Classroom Culture	<ul style="list-style-type: none"> Classroom discourse and interactions reflect high expectations and beliefs about all students' intellectual capabilities and create a culture of inclusivity, equity and accountability for learning. Classroom norms encourage risk-taking, collaboration and respect for thinking. 	<ul style="list-style-type: none"> Classroom discourse and interactions reveal about what is valued in this classroom? What are sources of status and authority in this classroom (e.g., reasoning and justification, intellectual risk-taking, popularity, aggressiveness, etc.)? 	

CHIMACUM SCHOOL DISTRICT
Class Size Overload for K-6 Staff

When classes exceed the following maximum, they will be considered to be overloaded.
 Refer to negotiated agreement for further clarification on class size overload.

Name:	Subject/Grade:
Month/Year:	Maximum Load for Assignment:

Day of Month	Number of Students Over	Day of Month	Number of Students Over	Day of Month	Number of Students Over
Example	+2	11		22	
1		12		23	
2		13		24	
3		14		25	
4		15		26	
5		16		27	
6		17		28	
7		18		29	
8		19		30	
9		20		31	
10		21			

 Teacher Signature

 Date

 Administrator Signature

 Date

 Superintendent Signature

 Date

ACCOUNT CODE: 2015

Total Days	Total Students	Total Payment	Rate of Pay
			\$5.00 per student

CHIMACUM SCHOOL DISTRICT
Class Size Overload for 7-12 Staff

When classes exceed the following maximum, they will be considered to be overloaded.
 Refer to negotiated agreement for further clarification on class size overload.

Name:	Subject/Grade:
Month/Year:	Maximum Load for Assignment:

Day of Month	1 ST	2 ND	3 RD	4 TH	5 TH	6 TH	TOTAL	Day of Month	1 ST	2 ND	3 RD	4 TH	5 TH	6 TH	TOTAL
<i>Example</i>	<i>+1</i>		<i>+3</i>				<i>+4</i>								
1								21							
2								22							
3								23							
4								24							
5								25							
6								26							
7								27							
8								28							
9								29							
10								30							
11								31							
12								Class size and case load guidelines are on the back of this form.							
13															
14															
15															
16															
17															
18															
19															
20															

 Teacher Signature

 Date

 Administrator Signature

 Date

 Superintendent Signature

 Date

ACCOUNT CODE: 2015

Total Days	Total Students	Total Payment	Rate of Pay
			\$2.50 per student per period

CHIMACUM SCHOOL DISTRICT
Case Load Overload for Special Education Staff

Name:	Assignment:
Start Date:	Maximum Load for Assignment:
Self-Contained Classroom: Yes No	Number Students Over:

Special education caseload is defined as the number of IEPs a 1.0 FTE certificated employee writes and is responsible for managing. All overloads are based on current IEPs in good standing.

Special Education Maximum Case Load

Preschool Resource Room:	16 students	K-2 Resource Room:	24 students
K-12 Flexible Learning:	12 students	3-6 Resource Room:	26 students
		7-12 Resource Room:	28 students

- Speech and Language Pathologist (SLP): Limit of 45; students with augmentative communication systems will count as 2.0 students.
- Occupational and Physical Therapist (OT/PT): Limit of 950 IEP minutes
- School Psychologist: 1 FTE per 1000 students in the district

Procedure for Relieving Overloads

The district will relieve an overload at any time through a joint meeting between the employee and supervisor to develop a mutually agreeable solution. Please check the option that has been agreed to for relieving the overload, adding additional clarification or detail. If overload is in self-contained classroom, basic education relief of overload may apply.

	Clerical Time
	Assistant Time
	Additional Paid Time for IEPs:
	Transfer Part of the Caseload
	Release Time for Writing IEPs
	Adjustment of Special Education Caseload District Wide
	OT/PT/SLP Option: Additional Contract Services

 Teacher Signature

 Date

 Administrator Signature

 Date

 Superintendent Signature

 Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CHIMACUM SCHOOL DISTRICT 49
AND
CHIMACUM EDUCATION ASSOCIATION**

CERTIFICATED CLASSROOM TEACHER EVALUATION

The Chimacum School District and the Chimacum Education Association agree to the following memorandum of understanding (MOU) that will remain in place for the 2021-22 contract year. This memorandum may be amended, altered or changed by mutual agreement of both parties due to the ever-changing expectations and rules established by the Washington State Legislature.

SECTION 1—INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the association member, as described in WAC 392-191A-050.

Minimum Procedural Standards — Purposes of Evaluation

The purposes of evaluations of certificated classroom teachers will be, at a minimum to document the quality of work, instructional skill and practice, and student learning that occurs within the teacher’s classroom during the school year. The evaluator will utilize the selected instructional framework to provide strengths-based and growth feedback during the year, and to provide a performance level summative evaluation annually

SECTION 2 - DEFINITIONS

A. Artifacts shall mean any products generated, developed or used by a certificated teacher, or used during the evaluation process. Artifacts do not have to be created specifically for the evaluation system. Additionally, tools or forms, such as observation notes, used in the evaluation process may be considered as artifacts.

B. Comprehensive Evaluation shall mean an evaluation completed using all eight (8) state criteria.

- C. Criterion shall mean one of the eight (8) state defined categories to be scored.
- D. Dimension shall mean one of the six categories defined on the framework and rubric: Purpose, Student Engagement, Curriculum and Pedagogy, Assessment for Student Learning, Classroom Environment and Culture, and Professional Collaboration and Communication.
- E. Distinguished shall mean a score of 4 on any criterion or the overall evaluation and shall demonstrate exemplary practice as defined by the adopted rubric.
- F. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.
- G. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from anonymous sources shall not be used.
- H. Focused Evaluation shall mean an evaluation completed using one (1) state criterion along with student growth indicator(s).
- I. Formal Observation shall mean a scheduled observation at a time mutually agreed upon by the evaluator and teacher. The purpose is to collect evidence supporting the teacher's goals and student learning, to provide formative feedback, and to prepare for summative evaluation. Observations may occur in the classroom, during meetings or PLCs, or other mutually agreed upon events/activities.
- J. Indicator shall mean the sub-section of each criterion.
- K. Informal Observation shall mean a documented observation that is not required to be pre-scheduled. Additional informal observations may be necessary to collect additional evidence.
- L. Not Satisfactory shall mean:
 - 1. Level 1: Unsatisfactory—Receiving a summative score of 1 is considered unsatisfactory performance for all teachers
 - 2. Level 2: Basic—If the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of two (2) has been received two (2) years in a row or two (2) years within a consecutive three (3) year period, the teacher is not considered to be performing at a satisfactory level.
- M. Proficient shall mean a score of level 3 on any criterion or overall evaluation. Proficient performance is demonstration of excellent teaching as defined and described by the adopted rubric.

- N. Student Growth Data shall mean the change in student achievement between two points in time within the current school year, as mutually determined by the teacher and evaluator. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher.

SECTION 3 - STATE CRITERIA, FRAMEWORK, AND SCORING

A. The state evaluation criteria are:

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

B. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by The Center for Educational Leadership (CEL) and approved by OSPI. The instructional framework is included in Appendix G.

Nothing in the instructional framework or rubric will be binding on either party if it is contrary to the terms and conditions described in the collective bargaining agreement.

Upon mutual agreement the parties may select a different OSPI approved instructional framework.

C. Criterion Performance Scoring

We encourage principals and teachers to work toward consensus and agreement with regard to criterion scores. When teacher/principal cannot agree on a summative criterion score and the summative evaluation is less than proficient, the association can request an evaluation specialist from the list provided through the ESD to review the evaluation evidence. CSD and CEA will share the cost.

D. Summative Performance Rating

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

- a. 8-14 Unsatisfactory
- b. 15-21 Basic
- c. 22-28 Proficient
- d. 29-32 Distinguished

A classroom teacher on the Focused Evaluation System shall receive a summative score using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher demonstrate evidence

of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

E. Student Growth Criterion Score

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

- a. 5-12 Low
- b. 13-17 Average
- c. 18-20 High

For focused evaluation, if a teacher selects criterion 3, 6, or 8, the student growth goals embedded within the criterion shall be used for student growth on evaluation. If a teacher selects criterion 1, 2, 4, 5, or 7, they must also include student growth goals from criterion 3 or 6.

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student growth must be between two points in time in the current school year in order to be used to calculate a teacher's student growth criterion score.

If a teacher receives a 4–distinguished summative score and a low student growth score, they must be automatically moved to the 3–proficient level for their summative score. If a teacher receives a 1–unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one or more of the following:

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

SECTION 5 - PROFESSIONAL DEVELOPMENT

Prior to being evaluated using the CEL 5D/5D Framework and Rubric, the District shall provide professional development relevant to the framework, rubric, state criteria, and evaluation process. Each teacher shall receive adequate professional development to comprehend the framework, criteria, and understand the evaluation process. Teachers will be provided a copy of the evaluation criteria, procedures, framework, rubric, and any relevant forms and supporting materials at their initial training. The District will provide a one-day overview prior to the start of school, and will, if needed, provide training for new teachers hired after the date of the training.

Teachers shall only be evaluated by an evaluator who has been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

SECTION 6 – PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified within two (2) weeks from the start of the school year of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Type of Evaluation

A Comprehensive Evaluation includes all eight (8) of the state criteria, and all five (5) student growth indicators. All teachers will receive a comprehensive evaluation at least once every four years. Teachers who receive a Basic (Level 2) or Unsatisfactory (Level 1), or who receive a Low Student Growth Measure, will be on Comprehensive Evaluation. Provisional teachers will also be evaluated using the Comprehensive form and process.

A Focused Evaluation includes one (1) state criterion, and the corresponding student growth indicator(s). The Focused Evaluation System shall be used in any year a teacher is not required to be evaluated on the Comprehensive system.

C. Teacher Self-Assessment

Prior to the pre-inquiry conference, teachers shall complete a self-assessment to analyze teacher and student strengths and growth areas. Teachers are encouraged, but not required, to complete and share the results of their self-assessment with his/her evaluator. Teachers are not required to share online self-assessment results with their evaluator.

D. Pre-Inquiry Conference

Prior to formal observations, the teacher and evaluator shall participate in a pre-inquiry conference. The purpose of the conference is to:

- Identify the instructional and student growth areas for the teacher
- Discuss the rationale for these goals
- Plan the observations and conversations for collecting observation evidence
- Schedule observations

E. Observations

Total observation time for each teacher for each school year shall not be less than 60 minutes for the comprehensive evaluation but may be inclusive of time in an informal setting (such as staff meetings or professional learning).

For a focused evaluation, observation time by the administration may be all informal dependent on the selected criteria of the employee.

Formal Observation

Formal observations will be at least fifteen (15) minutes in length.

At least the thirty (30) minutes of observations shall be conducted within the first ninety (90) school days of the year. Teachers on provisional status shall be observed for a minimum of ninety (90) minutes.

- Formal observations will occur at a mutually agreeable scheduled time.
- The evaluator will document all formal observations using an agreed upon form or electronic system.

- The evaluator will provide a copy of the observation script within three (3) school days of the observation. The final formal observation shall occur on or before May 1.

Informal Observation

An informal observation is an observation that is not required to be pre-scheduled. An evaluator may conduct any number of informal observations in order to collect additional evidence of teacher skill and practice. Informal observations may be documented in writing and if documented, a copy will be provided to the teacher in a timely manner. If there is an area of concern based upon any such informal observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.

- Observations, formal or informal, may happen during any job-related duties, and may occur outside the classroom, such as team meetings, PLCs, and IEP meetings.
- Evaluators shall notify teachers in a timely manner when posting evidence to electronic evaluations systems, such as eVal or Pivot.

F. Post-Observation Conference

A post-observation conference will be held no later than February 15. Observation data will be reviewed, and progress toward goal achievement will be assessed. If needed, goal revisions can be made, and additional observations scheduled. Teachers may request additional informal conversations with their evaluator at any time.

G. Pre-Evaluation Conference

On or before May 1, a pre-evaluation conference will be held. The purpose of this conference is to review observation data, discuss goals, teacher strengths and growth areas, and to provide an opportunity for the teacher to provide evidence and artifacts for the summative evaluation.

H. Evaluation

The summative evaluation, including assessment of student growth goals, shall be completed by May 15. The teacher shall have the right to provide additional evidence for consideration after this date. The evaluator will make the final determination of overall criterion and summative scores.

All evidence, measures, and observation data used in developing the final summative evaluation score must be products of the school year in which the evaluation is completed.

Teachers shall have the right to attach comments to their evaluation. Teachers will sign two copies of the final evaluation report, one for the teacher and one for the district. The signature does not necessarily imply agreement.

Any teacher receiving a score of Level 1 (unsatisfactory) or Level 2 (basic) will be on the comprehensive evaluation for the subsequent year.

I. Change from Focused to Comprehensive

Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher and association must be informed of this decision in writing at any time on or before December 15.

J. Provisional Teacher

A second year provisional teacher who receives a summative rating of 3–proficient or 4–distinguished may be granted continuing contract status for the subsequent school year upon recommendation from the evaluator and approval of the superintendent.

K. Record Keeping

The District shall adhere to the following:

1. A copy of the final framework rubric, teacher’s written comments, if applicable, and forms shall be included in the teacher’s personnel file.
2. When an electronic record-keeping system, such as eVAL, is utilized, teachers shall have access to their account in subsequent years.
3. Evaluators shall notify the teacher of any additional evidence submitted to an electronic record-keeping system, such as eVAL, in a timely manner.
4. Teachers shall not be required to share self- assessment information utilized within an electronic record-keeping system, such as eVAL.
5. Teachers shall not be required to use an electronic record-keeping tool.
6. Any and all data entered into an electronic record-keeping system shall be considered confidential, and not be subject to public disclosure.

L. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

SECTION 7 - SUPPORT FOR BASIC AND UNSATISFACTORY EMPLOYEES

- A. The Association will be notified within ten (10) school days of the completion of the evaluation when any teacher is judged below proficient.
- B. When a teacher is judged below 3–proficient, additional support shall be granted to the employee to support their professional development. One or more of the following will be offered
- an internal or external mentor;
 - two (2) release days to observe colleagues who model best practice and instructional successful strategies;
 - professional development opportunities provided by mutually agreed upon external providers.

The support plan shall be documented in writing.

- C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below proficient, the teacher must be formally observed before October 15th the following year. If the first formal observation in that following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.

SECTION 8 – PROBATION

At any time after October 15, a classroom teacher whose work is judged not satisfactory based on the scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation, when the overall comprehensive score is 1–unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2–basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- B. Teachers may only be placed on probation from the comprehensive evaluation system described above.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the superintendent. The report shall include the following:
 1. The evaluation report prepared pursuant to the provisions of Section 6 above; and
 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is 1–unsatisfactory. Before being placed on probation, the Association and the teacher shall be given notice of action of the superintendent which shall contain the following information:
 1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable program for improvement; and
 3. A statement indicating the expected duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- F. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure.

The plan will include:

 - a. a system for periodic feedback during the term of probation; and
 - b. supports provided and funded by the district; and
 - c. the dates those supports will be put in place.

G. Evaluation During the Probationary Period

1. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
4. The probationary teacher may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.

H. The teacher must be removed from probation if a teacher with five (5) or fewer years of experience scores at 2-basic or above and a teacher of more than five (5) years scores at 3-proficient or above.

I. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause under RCW 28.A.405.300 or 28A.405.210.

J. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

K. Action by the Superintendent

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

L. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended, or may be recommended for non-renewal (discharge).

M. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

SECTION 9 – NON-RENEWAL (DISCHARGE)

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1–unsatisfactory for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28A.405.300.

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

SECTION 10 – EVALUATION RESULTS

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
5. As one of multiple factors in human resources and personnel decisions only as defined elsewhere in this agreement.

B. Evaluation results shall not be:

1. shared or published with any teacher identifying information; or
2. shared or published without notification to the individual and Association; or
3. used to determine any type of base or additional compensation.

C. Evaluators shall not consider school or district-wide scores when evaluating individual scores, i.e. nothing prohibits an evaluator from evaluating all teachers as distinguished within a school.

This letter of agreement is for the 2021-22 school year.

Agreed to on this 19th day of October 2021.

FOR THE ASSOCIATION:

FOR THE SCHOOL DISTRICT:

R. Cash MS 9/19/21
President Date

[Signature] 10/1/21
Superintendent Date

**CONTRACT AGREEMENT/MEMORANDUM OF UNDERSTANDING
BETWEEN
CHIMACUM SCHOOL DISTRICT
AND
CHIMACUM EDUCATION ASSOCIATION
P-12 REVISED SCHEDULE FOR 2021-22**

Article XIII Section C

This memorandum of understanding applies to P-12 employees.

This collaboration time will not extend beyond the teacher contract day on Wednesday. The time changes are detailed in the attached schedule.

- The purpose of collaboration time is to afford certificated staff the opportunity to work together as teams to improve student learning in support of the grade level expectations within the scope of the District and school improvement plans through the professional learning community process.
- One day a month will be teacher directed for a total of nine (9) Wednesdays (not to fall during conference weeks). The other days will be for staff training (3) and Professional learning Communities (21).
- Building Instructional Leadership Teams will work together with administrators within the building and across the District.
- The purpose of the collaboration time will be determined by the building instructional leadership team and administration.
- All staff will participate in a PLC unless approved by administration and the association. This includes all certificated specialists. PLCs will revisit norms with each membership change.
- Building meeting protocol will be followed using norms, expectation of outcomes and follow-up notes emailed to all parties after each meeting.
- If at any time the district falls under the instructional hour requirement as required by WAC 180-16-200 then early release schedule may need to be adjusted.
 - (WAC 180-16-200 Total Instructional Requirement: K-8 (1000 hour requirement) / 9-12 (1080 hour requirement) or a district-wide annual average of 1027 instructional hours in grades 1-12)

The early out schedule will begin on the second Wednesday after the start of school.

Agreed on this 19 day of October 2021.

For the Association:

P. Cam Oke 10/19/21
President Date

For the School District:

[Signature] 10/1/21
Superintendent Date

**CONTRACT AGREEMENT/MEMORANDUM OF UNDERSTANDING
BETWEEN
CHIMACUM SCHOOL DISTRICT
AND
CHIMACUM EDUCATION ASSOCIATION
COVID MOU 2021-22**

The District and Association agree upon this Memorandum amidst the COVID-19 pandemic in order to resolve questions regarding employment and District services during this unprecedented time.

This Memorandum of Understanding shall remain in effect during the 2021-2022 school year. If material or substantial changes enacted by OSPI, the Governor, or the Department of Health, the parties will bargain those changes. Any portion of the collective bargaining agreement not expressly altered by this MOU shall remain in effect.

Attestation

All certificated staff members will be asked to complete an attestation at the beginning of the year. The attestation will include:

- Commitment to physical distancing
- Commitment to wear appropriate face coverings and/or PPE
- Commitment to only report to work if no symptoms are present and leave work if symptoms occur
- Communicate with district staff if they are in close contact with some who is COVID19 positive or if diagnosed with COVID19
- Communicate with district staff if planning to travel out of state

Agreed on this 19 day of October 2021.

For the Association:

Pamela MS 10/19/21
President/date

For the District:

[Signature] 10/11/21
Superintendent/date

CHIMACUM SCHOOL DISTRICT (CSD)
BETWEEN
CHIMACUM EDUCATION ASSOCIATION (CEA)
MEMORANDUM OF UNDERSTANDING FOR 2020-2021 SCHOOL YEAR

CSD and CEA signed the attached MOU to extend for the 2020-2021 school year, the collective bargaining agreement that expired on 8/31/2020. This MOU did not increase the Chimacum School District Certificated Salary Schedule 2019-20, for any increase in funding from the state of Washington for the 2020-2021 school year.

Whereas both parties bargained the MOU in good faith and as part of the settlement of the collective bargain agreement starting September 1, 2021, the following one-time payment will be made in 2021-2022 school year. This is a one-time supplemental contract that will not continue beyond the 2021-2022 school year. This MOU does not change the Chimacum School District Certificated Salary Schedule 2019-20, which is the basis for the 2020-2021 salary payments to CEA members.

CEA members that were employed in the 2020-2021 school year and continue to be employed in the 2021-2022 school year, will be paid a supplemental contract amount equal to one point six percent (1.6%) of their 2020-2021 180-day base contract amount for the FTE that they were employed in 2020-2021. This supplemental contract will not include any adjustment to M-days pay or additional time worked via supplemental contract or timesheets.

Agreed on this 19 day of October 2021.

For the Association:

For the District:

P. Cam Oke 10/19/21
President/date

Scott M. Mack 10/1/21
Superintendent/date

CHIMACUM SCHOOL DISTRICT

COVID Protocol Clarifications for Grades P-12

Updated August 27, 2021

Materials/Supplies

It is expected that students have their own supplies so they do not need to share materials, however, any materials that have been shared should be wiped down by the student with antiseptic wipes after use.

Note: If there is use of any materials that requires close proximity to the face (i.e. microscopes) these items should be wiped down by the student with antiseptic wipes after use. Air powered musical instruments or any items that are powered by individual student breath should not be shared.

Books and paper materials

- Classroom Materials - books and papers are not at high risk of virus transmission and students can share these materials.
- Library Books - our holding time of materials is in alignment with the plans of the regional library system

Backpacks and coats may be placed on the backs of chairs (this is a school-based decision) as long as access to these items does not create a physical distance between students of less than 3 ft.

Snacks

Students should be encouraged to utilize breaks between classes to separate 6 feet outdoors to have a snack or drink of water.

Drinking Water

Students can quickly sip water at their desks - a water bottle with a spout or straw is ideal as it can easily move under their mask. For larger water consumption in which masks are pulled down or removed, students should move 6 ft. away from one another. Water bottle filling stations are turned on. Students should be encouraged to utilize breaks between classes to separate 6 feet outdoors to have a snack or drink of water.

Bathroom procedures at P-6

Bathroom procedures will be developed at each building, but will ensure that social distancing is followed.

Bathroom procedures at 7-12

Bathroom procedures will be developed at each building, but will ensure that social distancing is followed, no more than one student is let out of a classroom at a time, and that all students would sign out on a classroom sheet indicating the time/date that they left to use the restroom. We do not anticipate having contact tracing as a significant issue for restroom use as individuals should not be closer than 6 feet for 15 minutes in this venue.

Lunch

Students will be spaced approximately 6 feet away in designated lunch areas to eat lunch (and breakfast for those who access these options). Students will not eat lunch in the classroom setting. Students eating outside should be at least 3 feet apart.

Staff can eat lunch in staff workrooms, offices, or classrooms spaced 6 feet from one another.

Removal of Masks

Staff Lunch

Preferred: If the staff member is in a room and spaced 6 feet from other staff members, they are able to remove their mask. Ventilation of facilities has been increased and if staff are able are encouraged to also open a window or exterior door.

Allowed: DOH guidance does allow there to be more than one staff member in a space for eating of lunch as long as no students are present. This would necessitate that staff are at least 6 feet apart.

Non-student Time

Staff who have had their vaccination status confirmed by HR are allowed to remove their masks when no students or visitors are present (i.e. in a classroom during planning). Staff should not walk down hallways without a mask unless there is no reasonable expectation of students or the public being in this space.

Outdoors

At this time we are not requiring students to wear masks outdoors. We will continue to revisit this element after the first 3-4 weeks of school.

Staff Cleaning Responsibilities

Custodial staff will disinfect desks and high touch surfaces (i.e. door knobs, water fountains, etc.) at the end of the day. Instructional staff will need to disinfect shared learning materials at the conclusion of each day.

PE

Equipment - equipment may be shared and must be disinfected at the end of the day. Must wear masks and socially distance at all times. Running can take place, however consideration as to the amount of physical exertion while students are wearing masks should occur. Attempts to hold PE instruction outside when possible should be made. Limit exercise so it is not too strenuous as students must wear masks at all times. Locker rooms are open. Students should attempt to remain at least 3 feet from one another in this setting. Students using showers should not wear masks and be 6 feet from one another.

Singing

Singing may occur indoors or outdoors. If students and staff are singing - all must wear a 3-layer surgical mask and be 3 feet apart due to the increase of respiratory droplets and thus higher risk.

Instrumental music guidelines

Playing of brass and woodwind instruments is allowed - either indoors or outdoors while on campus as long as: all individuals must be 3 ft. apart and only play their instrument in the designated indoor location, individuals must wear an school purchased and approved mask for playing and all instruments necessitating the use of bell covers will utilize these devices. On a limited basis, students can be outside, 3 feet apart, and remove their masks when playing to receive specific instruction on embouchure (mouth positioning) from their instrumental music instructor.

Instrumental music produced by woodwind or brass instruments are thought to be higher risk activities for COVID-19 spread due to the aggressive expelling of respiratory droplets and thus we are having students in this setting wear masks indoor and outdoors. In addition, it is recommended that unvaccinated students wear masks outdoors. We will revisit the outdoor mask guidance after the first 3-4 weeks of school.

Learning spaces

Indoor spaces: Where practical, tables, desks, and chairs will be ~~marked and placed by facilities~~ spaced 3 feet apart and should not be moved.

Outdoor spaces: Use of outdoor space for instruction will require reservation through the main office to determine if space is available and where this would be located. When students are outside they do not need to wear a mask but should be 3 foot socially distanced.

Passing

Students should be encouraged to be at least 3 feet away from other students during passing time, though DOH guidance notes that this may not always be reasonable or feasible. Students need to wear their masks during passing.

Recess

Students will not need to wear masks when outside. Students should be encouraged to stay 3 feet away from one another at recess, though the DOH guidelines not that this may not always be reasonable or feasible.

Hand Hygiene

Students must engage in frequent hand hygiene - not only is this shown to reduce the incidence of COVID 19 infection but this is also key to the sharing of materials and instructional spaces. At minimum, students should either wash their hands or use hand sanitizer when: using the restroom, after blowing their nose, before and after meals/snacks, after recess, when arriving and leaving for the day, and when transitioning to and from environments (i.e. class to class, specialists, etc.).

Schedule A: Chimacum School District Certificated Salary Schedule 2021-2022 school year

CIS Base Salary contract 180 Days & professional development supplemental 7 contract days

<u>Years Srvc</u>	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>BA+135 *</u>	<u>MA</u>	<u>MA+45</u>	<u>MA+90/Ph.D.</u>
Base	48,870	50,190	51,557	52,928	57,326	60,158	58,591	62,989	65,824
M -Days	<u>1,900</u>	<u>1,952</u>	<u>2,005</u>	<u>2,058</u>	<u>2,229</u>	<u>2,339</u>	<u>2,279</u>	<u>2,450</u>	<u>2,560</u>
Total O	50,770	52,142	53,562	54,986	59,555	62,498	60,869	65,438	68,384
Base	49,528	50,866	52,251	53,682	58,125	60,943	59,242	63,686	66,502
M -Days	<u>1,926</u>	<u>1,978</u>	<u>2,032</u>	<u>2,088</u>	<u>2,260</u>	<u>2,370</u>	<u>2,304</u>	<u>2,477</u>	<u>2,586</u>
Total 1	51,454	52,844	54,283	55,769	60,386	63,313	61,546	66,162	69,088
Base	50,154	51,505	52,905	54,446	58,877	61,724	59,898	64,328	67,175
M -Days	<u>1,950</u>	<u>2,003</u>	<u>2,057</u>	<u>2,117</u>	<u>2,290</u>	<u>2,400</u>	<u>2,329</u>	<u>2,502</u>	<u>2,612</u>
Total 2	52,105	53,508	54,962	56,564	61,167	64,124	62,227	66,830	69,788
Base	50,800	52,164	53,579	55,169	59,592	62,507	60,519	64,939	67,856
M -Days	<u>1,976</u>	<u>2,029</u>	<u>2,084</u>	<u>2,145</u>	<u>2,317</u>	<u>2,431</u>	<u>2,354</u>	<u>2,525</u>	<u>2,639</u>
Total 3	52,776	54,193	55,663	57,315	61,909	64,938	62,873	67,464	70,495
Base	51,434	52,858	54,281	55,926	60,375	63,311	61,171	65,619	68,557
M -Days	<u>2,000</u>	<u>2,056</u>	<u>2,111</u>	<u>2,175</u>	<u>2,348</u>	<u>2,462</u>	<u>2,379</u>	<u>2,552</u>	<u>2,666</u>
Total 4	53,434	54,913	56,392	58,101	62,723	65,773	63,550	68,171	71,224
Base	53,757	53,757	54,956	56,693	61,125	64,120	61,833	66,267	69,262
M -Days	<u>2,091</u>	<u>2,091</u>	<u>2,137</u>	<u>2,205</u>	<u>2,377</u>	<u>2,494</u>	<u>2,405</u>	<u>2,577</u>	<u>2,694</u>
Total 5	55,847	55,847	57,093	58,898	63,502	66,614	64,238	68,844	71,956
Base	53,757	54,160	55,646	57,469	61,880	64,892	62,512	66,923	69,933
M -Days	<u>2,091</u>	<u>2,106</u>	<u>2,164</u>	<u>2,235</u>	<u>2,406</u>	<u>2,524</u>	<u>2,431</u>	<u>2,603</u>	<u>2,720</u>
Total 6	55,847	56,266	57,810	59,704	64,287	67,415	64,943	69,526	72,652
Base	53,942	55,363	56,868	58,791	63,267	66,362	63,783	68,258	71,354
M -Days	<u>2,098</u>	<u>2,153</u>	<u>2,212</u>	<u>2,286</u>	<u>2,460</u>	<u>2,581</u>	<u>2,480</u>	<u>2,654</u>	<u>2,775</u>
Total 7	56,040	57,516	59,080	61,077	65,728	68,943	66,264	70,912	74,129
Base	55,672	57,170	58,711	60,793	65,330	68,538	65,784	70,322	73,529
M -Days	<u>2,165</u>	<u>2,223</u>	<u>2,283</u>	<u>2,364</u>	<u>2,541</u>	<u>2,665</u>	<u>2,558</u>	<u>2,735</u>	<u>2,859</u>
Total 8	57,837	59,393	60,994	63,157	67,870	71,203	68,342	73,056	76,388
Base	0	59,042	60,660	62,816	67,459	70,776	67,805	72,451	75,768
M -Days	<u>0</u>	<u>2,296</u>	<u>2,359</u>	<u>2,443</u>	<u>2,623</u>	<u>2,752</u>	<u>2,637</u>	<u>2,818</u>	<u>2,947</u>
Total 9	0	61,338	63,019	65,259	70,082	73,529	70,442	75,268	78,715
Base	0	0	62,631	64,944	69,648	73,076	69,935	74,640	78,067
M -Days	<u>0</u>	<u>0</u>	<u>2,436</u>	<u>2,526</u>	<u>2,709</u>	<u>2,842</u>	<u>2,720</u>	<u>2,903</u>	<u>3,036</u>
Total 10	0	0	65,066	67,469	72,356	75,918	72,654	77,543	81,103
Base	0	0	0	67,133	71,940	75,436	72,124	76,932	80,427
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,611</u>	<u>2,798</u>	<u>2,934</u>	<u>2,805</u>	<u>2,992</u>	<u>3,128</u>
Total 11	0	0	0	69,744	74,737	78,370	74,929	79,924	83,555
Base	0	0	0	69,252	74,293	77,894	74,399	79,284	82,887
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,693</u>	<u>2,889</u>	<u>3,029</u>	<u>2,893</u>	<u>3,083</u>	<u>3,223</u>
Total 12	0	0	0	71,946	77,183	80,923	77,293	82,368	86,110
Base	0	0	0	0	76,704	80,412	76,755	81,695	85,403
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,983</u>	<u>3,127</u>	<u>2,985</u>	<u>3,177</u>	<u>3,321</u>
Total 13	0	0	0	0	79,687	83,539	79,740	84,872	88,724
Base	0	0	0	0	79,127	83,025	79,180	84,276	88,017
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,077</u>	<u>3,229</u>	<u>3,079</u>	<u>3,277</u>	<u>3,423</u>
Total 14	0	0	0	0	82,204	86,254	82,259	87,554	91,440
Base	0	0	0	0	81,185	85,185	81,238	86,467	90,306
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,157</u>	<u>3,313</u>	<u>3,159</u>	<u>3,363</u>	<u>3,512</u>
Total 15	0	0	0	0	84,343	88,498	84,397	89,830	93,817
Base	0	0	0	0	82,808	86,888	82,862	88,196	94,319
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,220</u>	<u>3,379</u>	<u>3,222</u>	<u>3,430</u>	<u>3,668</u>
Total 16	0	0	0	0	86,029	90,267	86,085	91,626	97,987

No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the Chimacum School District's salary schedule unless:
(a) employee has a masters degree; or (b) the credits were used in generating salary allocations before January 1, 1992.

Schedule A: Chimacum School District Certificated Salary Schedule 2022-2023 school year

CIS Base Salary contract 180 Days & professional development supplemental 6 contract days

Years Srvc	BA	BA+15	BA+30	BA+45	BA+90	BA+135 *	MA	MA+45	MA+90/Ph.D.
Base	50,092	51,445	52,847	54,252	58,760	61,663	60,056	64,565	67,471
M -Days	<u>1,670</u>	<u>1,715</u>	<u>1,762</u>	<u>1,808</u>	<u>1,959</u>	<u>2,055</u>	<u>2,002</u>	<u>2,152</u>	<u>2,249</u>
Total 0	51,762	53,160	54,609	56,061	60,719	63,719	62,058	66,717	69,720
Base	50,767	52,138	53,558	55,025	59,580	62,467	60,724	65,279	68,165
M -Days	<u>1,692</u>	<u>1,738</u>	<u>1,785</u>	<u>1,834</u>	<u>1,986</u>	<u>2,082</u>	<u>2,024</u>	<u>2,176</u>	<u>2,272</u>
Total 1	52,459	53,876	55,343	56,859	61,566	64,550	62,748	67,455	70,438
Base	51,409	52,794	54,229	55,809	60,350	63,268	61,396	65,938	68,856
M -Days	<u>1,714</u>	<u>1,760</u>	<u>1,808</u>	<u>1,860</u>	<u>2,012</u>	<u>2,109</u>	<u>2,047</u>	<u>2,198</u>	<u>2,295</u>
Total 2	53,123	54,554	56,036	57,669	62,362	65,377	63,443	68,136	71,151
Base	52,071	53,469	54,919	56,549	61,083	64,071	62,034	66,563	69,553
M -Days	<u>1,736</u>	<u>1,782</u>	<u>1,831</u>	<u>1,885</u>	<u>2,036</u>	<u>2,136</u>	<u>2,068</u>	<u>2,219</u>	<u>2,318</u>
Total 3	53,807	55,252	56,750	58,434	63,119	66,207	64,101	68,782	71,872
Base	52,720	54,180	55,639	57,325	61,885	64,895	62,701	67,261	70,273
M -Days	<u>1,757</u>	<u>1,806</u>	<u>1,855</u>	<u>1,911</u>	<u>2,063</u>	<u>2,163</u>	<u>2,090</u>	<u>2,242</u>	<u>2,342</u>
Total 4	54,478	55,986	57,493	59,236	63,948	67,059	64,791	69,503	72,615
Base	55,102	55,102	56,331	58,111	62,654	65,724	63,380	67,925	70,995
M -Days	<u>1,837</u>	<u>1,837</u>	<u>1,878</u>	<u>1,937</u>	<u>2,088</u>	<u>2,191</u>	<u>2,113</u>	<u>2,264</u>	<u>2,367</u>
Total 5	56,938	56,938	58,209	60,048	64,743	67,915	65,493	70,189	73,362
Base	55,102	55,515	57,038	58,907	63,429	66,515	64,076	68,598	71,682
M -Days	<u>1,837</u>	<u>1,851</u>	<u>1,901</u>	<u>1,964</u>	<u>2,114</u>	<u>2,217</u>	<u>2,136</u>	<u>2,287</u>	<u>2,389</u>
Total 6	56,938	57,366	58,940	60,871	65,543	68,733	66,212	70,884	74,072
Base	55,292	56,748	58,291	60,262	64,850	68,022	65,379	69,966	73,139
M -Days	<u>1,843</u>	<u>1,892</u>	<u>1,943</u>	<u>2,009</u>	<u>2,162</u>	<u>2,267</u>	<u>2,179</u>	<u>2,332</u>	<u>2,438</u>
Total 7	57,135	58,639	60,234	62,271	67,012	70,290	67,559	72,298	75,577
Base	57,065	58,600	60,180	62,314	66,964	70,253	67,430	72,081	75,368
M -Days	<u>1,902</u>	<u>1,953</u>	<u>2,006</u>	<u>2,077</u>	<u>2,232</u>	<u>2,342</u>	<u>2,248</u>	<u>2,403</u>	<u>2,512</u>
Total 8	58,967	60,554	62,186	64,391	69,196	72,594	69,677	74,484	77,880
Base	0	60,519	62,177	64,388	69,147	72,547	69,502	74,264	77,664
M -Days	<u>0</u>	<u>2,017</u>	<u>2,073</u>	<u>2,146</u>	<u>2,305</u>	<u>2,418</u>	<u>2,317</u>	<u>2,475</u>	<u>2,589</u>
Total 9	0	62,536	64,250	66,534	71,452	74,965	71,819	76,739	80,253
Base	0	0	64,198	66,568	71,390	74,904	71,684	76,508	80,020
M -Days	<u>0</u>	<u>0</u>	<u>2,140</u>	<u>2,219</u>	<u>2,380</u>	<u>2,497</u>	<u>2,389</u>	<u>2,550</u>	<u>2,667</u>
Total 10	0	0	66,337	68,787	73,770	77,401	74,074	79,058	82,687
Base	0	0	0	68,813	73,740	77,324	73,929	78,857	82,439
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,294</u>	<u>2,458</u>	<u>2,577</u>	<u>2,464</u>	<u>2,629</u>	<u>2,748</u>
Total 11	0	0	0	71,106	76,198	79,901	76,393	81,486	85,187
Base	0	0	0	70,985	76,152	79,843	76,261	81,268	84,960
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,366</u>	<u>2,538</u>	<u>2,661</u>	<u>2,542</u>	<u>2,709</u>	<u>2,832</u>
Total 12	0	0	0	73,351	78,691	82,504	78,803	83,977	87,792
Base	0	0	0	0	78,623	82,424	78,675	83,739	87,540
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,621</u>	<u>2,747</u>	<u>2,623</u>	<u>2,791</u>	<u>2,918</u>
Total 13	0	0	0	0	81,244	85,172	81,298	86,530	90,458
Base	0	0	0	0	81,106	85,102	81,161	86,385	90,219
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,704</u>	<u>2,837</u>	<u>2,705</u>	<u>2,880</u>	<u>3,007</u>
Total 14	0	0	0	0	83,810	87,939	83,866	89,265	93,226
Base	0	0	0	0	83,217	87,316	83,270	88,631	92,565
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,774</u>	<u>2,911</u>	<u>2,776</u>	<u>2,954</u>	<u>3,085</u>
Total 15	0	0	0	0	85,991	90,227	86,046	91,585	95,650
Base	0	0	0	0	84,880	89,061	84,935	90,403	96,679
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,829</u>	<u>2,969</u>	<u>2,831</u>	<u>3,013</u>	<u>3,223</u>
Total 16	0	0	0	0	87,710	92,030	87,767	93,416	99,901

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- (a) employee has a masters degree; or (b) the credits were used in generating salary allocations before January 1, 1992.

Schedule A: Chimacum School District Certificated Salary Schedule 2023-2024 school year
CIS Base Salary contract 180 Days & professional development supplemental 6 contract days

Years Srvc	BA	BA+15	BA+30	BA+45	BA+90	BA+135 *	MA	MA+45	MA+90/Ph.D.
Base	51,595	52,989	54,432	55,880	60,523	63,513	61,858	66,502	69,495
M -Days	<u>1,720</u>	<u>1,766</u>	<u>1,814</u>	<u>1,863</u>	<u>2,017</u>	<u>2,117</u>	<u>2,062</u>	<u>2,217</u>	<u>2,317</u>
Total 0	53,315	54,755	56,247	57,742	62,540	65,630	63,920	68,718	71,812
Base	52,290	53,702	55,165	56,675	61,367	64,341	62,546	67,237	70,210
M -Days	<u>1,743</u>	<u>1,790</u>	<u>1,839</u>	<u>1,889</u>	<u>2,046</u>	<u>2,145</u>	<u>2,085</u>	<u>2,241</u>	<u>2,340</u>
Total 1	54,033	55,493	57,003	58,565	63,412	66,486	64,631	69,479	72,551
Base	52,951	54,378	55,855	57,483	62,161	65,166	63,238	67,916	70,922
M -Days	<u>1,765</u>	<u>1,813</u>	<u>1,862</u>	<u>1,916</u>	<u>2,072</u>	<u>2,172</u>	<u>2,108</u>	<u>2,264</u>	<u>2,364</u>
Total 2	54,716	56,190	57,717	59,399	64,233	67,339	65,346	70,180	73,286
Base	53,633	55,073	56,567	58,246	62,915	65,993	63,895	68,560	71,640
M -Days	<u>1,788</u>	<u>1,836</u>	<u>1,886</u>	<u>1,942</u>	<u>2,097</u>	<u>2,200</u>	<u>2,130</u>	<u>2,285</u>	<u>2,388</u>
Total 3	55,421	56,909	58,453	60,187	65,012	68,193	66,024	70,846	74,028
Base	54,302	55,805	57,308	59,045	63,742	66,842	64,582	69,279	72,381
M -Days	<u>1,810</u>	<u>1,860</u>	<u>1,910</u>	<u>1,968</u>	<u>2,125</u>	<u>2,228</u>	<u>2,153</u>	<u>2,309</u>	<u>2,413</u>
Total 4	56,112	57,666	59,218	61,013	65,867	69,070	66,735	71,588	74,794
Base	56,755	56,755	58,021	59,855	64,534	67,696	65,281	69,963	73,125
M -Days	<u>1,892</u>	<u>1,892</u>	<u>1,934</u>	<u>1,995</u>	<u>2,151</u>	<u>2,257</u>	<u>2,176</u>	<u>2,332</u>	<u>2,437</u>
Total 5	58,647	58,647	59,955	61,850	66,685	69,953	67,457	72,295	75,562
Base	56,755	57,180	58,749	60,674	65,331	68,511	65,998	70,656	73,833
M -Days	<u>1,892</u>	<u>1,906</u>	<u>1,958</u>	<u>2,022</u>	<u>2,178</u>	<u>2,284</u>	<u>2,200</u>	<u>2,355</u>	<u>2,461</u>
Total 6	58,647	59,086	60,708	62,697	67,509	70,794	68,198	73,011	76,294
Base	56,950	58,450	60,040	62,070	66,796	70,063	67,341	72,065	75,333
M -Days	<u>1,898</u>	<u>1,948</u>	<u>2,001</u>	<u>2,069</u>	<u>2,227</u>	<u>2,335</u>	<u>2,245</u>	<u>2,402</u>	<u>2,511</u>
Total 7	58,849	60,399	62,041	64,139	69,022	72,398	69,585	74,467	77,844
Base	58,777	60,358	61,986	64,183	68,973	72,360	69,452	74,244	77,629
M -Days	<u>1,959</u>	<u>2,012</u>	<u>2,066</u>	<u>2,139</u>	<u>2,299</u>	<u>2,412</u>	<u>2,315</u>	<u>2,475</u>	<u>2,588</u>
Total 8	60,736	62,370	64,052	66,323	71,272	74,772	71,767	76,718	80,217
Base	0	62,334	64,043	66,320	71,221	74,723	71,587	76,492	79,994
M -Days	<u>0</u>	<u>2,078</u>	<u>2,135</u>	<u>2,211</u>	<u>2,374</u>	<u>2,491</u>	<u>2,386</u>	<u>2,550</u>	<u>2,666</u>
Total 9	0	64,412	66,177	68,530	73,595	77,214	73,973	79,041	82,660
Base	0	0	66,123	68,565	73,532	77,151	73,835	78,803	82,420
M -Days	<u>0</u>	<u>0</u>	<u>2,204</u>	<u>2,286</u>	<u>2,451</u>	<u>2,572</u>	<u>2,461</u>	<u>2,627</u>	<u>2,747</u>
Total 10	0	0	68,328	70,851	75,983	79,723	76,296	81,430	85,168
Base	0	0	0	70,877	75,952	79,643	76,146	81,223	84,912
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,363</u>	<u>2,532</u>	<u>2,655</u>	<u>2,538</u>	<u>2,707</u>	<u>2,830</u>
Total 11	0	0	0	73,240	78,484	82,298	78,685	83,930	87,743
Base	0	0	0	73,115	78,437	82,238	78,549	83,706	87,509
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,437</u>	<u>2,615</u>	<u>2,741</u>	<u>2,618</u>	<u>2,790</u>	<u>2,917</u>
Total 12	0	0	0	75,552	81,051	84,979	81,167	86,496	90,426
Base	0	0	0	0	80,982	84,897	81,036	86,251	90,166
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,699</u>	<u>2,830</u>	<u>2,701</u>	<u>2,875</u>	<u>3,006</u>
Total 13	0	0	0	0	83,681	87,727	83,737	89,126	93,171
Base	0	0	0	0	83,539	87,655	83,596	88,977	92,926
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,785</u>	<u>2,922</u>	<u>2,787</u>	<u>2,966</u>	<u>3,098</u>
Total 14	0	0	0	0	86,324	90,577	86,382	91,942	96,023
Base	0	0	0	0	85,713	89,936	85,768	91,290	95,342
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,857</u>	<u>2,998</u>	<u>2,859</u>	<u>3,043</u>	<u>3,178</u>
Total 15	0	0	0	0	88,570	92,934	88,627	94,333	98,520
Base	0	0	0	0	87,427	91,733	87,483	93,115	99,579
M -Days	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,914</u>	<u>3,058</u>	<u>2,916</u>	<u>3,104</u>	<u>3,319</u>
Total 16	0	0	0	0	90,341	94,791	90,400	96,219	102,898

No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the Chimacum School District's salary schedule unless:
(a) employee has a masters degree; or (b) the credits were used in generating salary allocations **before January 1, 1992.**

CHIMACUM EDUCATION ASSOCIATION

Schedule B 2021-22

The base for Schedule B will be \$ 39,134

In the event that no qualified certificated applications are received, the District may opt to open the position for non-certified applications. If a non-certified employee holds the position, the district shall post the position to certified employees every two years.

When the District or Association would like to recommend a new stipend for Schedule B, the following process will be followed:

1. The District or Association, in conjunction with interested staff members and building administration, will develop a job description for the position.
2. Reasonable compensation will be proposed.
3. The Superintendent and CEA President, with staff member input, will agree to the terms.
4. Start and end dates for the new position will be agreed upon and may begin at any time.
5. Officially the new position will be added to Schedule B at the next contract opening or negotiation.

Purpose: Schedule B recognizes those teaching responsibilities which require an extraordinary amount of time during evenings or weekends enrichment activities.

Payment: Certificated employees may elect to receive payment for extended days and/or supplemental contracts on one of the following bases:
A one-time payment when the contract is complete **OR** equal monthly payments over the remaining months of their regular employment contract.

Level	Factored Amount Positions	Job Description-Minimum Duties	Level I 0-2 yrs	Level II 3-6 yrs	Level III 7+ yrs
A	AD (7-12)	Manage and supervise all sports programs	\$5,087 (.13 factored amount)	\$5,479 (.14 factored amount)	\$7,044 (.18 factored amount)
B	CJSHS ASB Advisor	Manage and supervise activities including budget	\$3,913 (.10 factored amount)	\$4,305 (.11 factored amount)	\$5,087 (.13 factored amount)
C	CJSHS Annual Advisor	Supervise students in production of yearbook to be distributed to prior to end of the school year	\$2,739 (.07 factored amount)	\$3,131 (.08 factored amount)	\$3,913 (.10 factored amount)
	CJSHS Newspaper Advisor	Supervise students in production of monthly newspaper plus the senior edition			
	Band	Organize and direct three district concerts per year; perform at three football and six basketball games; participation at regional contests, graduation, and honor band			
D	CISPUS	Manage and supervise planning and implementation of outdoor education <i>Note: Cispus past practice allows division of stipend among teachers.</i>	\$2,152 (.055 factored amount)	\$2,544 (.065 factored amount)	\$3,326 (.085 factored amount)
	High School Knowledge Bowl	Prepares students for and participates in Knowledge Bowl competitions			
E	HS Vocal Music	Organize and direct three district concerts per year, participation at regional contest, honor choir	\$1,565 (.04 factored amount)	\$1,957 (.05 factored amount)	\$2,739 (.07 factored amount)
	Dual Credit*	Develop and teach courses offered for both high school and college credit, including AP, College in the High School, and Tech Prep			
	Marching Band	One week (40 hours) of band camp prior to beginning of school year; minimum of three state high school field show competitions; two three separate parade events			
	Jazz Band	Expectation is to practice three (3) mornings each week. Stipend paid by semester (50%)			
	Chemical Hygiene Officer	Manage the chemical safety data sheet for middle and high school safety inspections per WAC authority			
	Building Tech Coordinator	Help repair, upgrade, and train building staff regarding technology issues			

F	Middle School Vocal Music Concert Director	Organize and direct three district concerts per year	\$783 (.02 factored amount)	\$978 (.025 factored amount)	\$1,379 (.035 factored amount)
	K-2 Music Director 3-6 Music Director	Organize and direct three district concerts per year and assist at other district music events			
G	National Honor Society	Duties:	\$783 (.02 factored amount)	\$783 (.02 factored amount)	\$783 (.02 factored amount)

Fixed Amount Positions	Minimum Responsibilities	Stipend
Drama Director	Directs 7-12 extracurricular drama productions. Minimum of two per year. The stipend may be divided between the participating directors.	0.140 factored amount \$5479
Science Olympiad (one per building)	Supervise after school activities; Co-facilitate Annual Invitational	.03 factored amount \$1174
Building Instructional Leadership Team	Provide input about management of the building. Supervise, implement, and evaluate the school improvement plan, annual presentation to school board.	.02 factored amount \$783 (Up to six (6) positions per building)
Summer School Teachers	Deliver instruction to summer school students	MA +5 hourly rate on the certificated salary schedule
Summer School Coordinator	Manage and oversee summer school program	\$400 per grade band (K-2, 3-6, 7-8, 9-12)
Summer School Curriculum Development	Develop a summer school curriculum for the appropriate grade levels	\$500 per subject
Class Advisors 7 th -10 th Grade	Manage and supervise all class activities	.02 factored amount \$783
CTE Teacher Stipend	One stipend per subject area (foods/horticulture/woods/yearbook/health; per year or 50% for a semester.	.04 factored amount \$1,565 Three or more subject areas or stipends will receive 6% of the base.
Class Advisor 11 th Grade	Manage and supervise all class activities	.05 factored amount \$1,957
Class Advisors 12 th Grade	Manage and supervise all class activities	.07 factored amount \$2,739
Subject Area Curriculum (SAC) Committee	Review instructional materials for recommendation to the IMC (Instructional Materials Committee) for adoption	.05 factored amount \$1,957
Work Based Learning Payment for work-based learning will be calculated each month using the following formula:	Number of students times number of days in each month times daily rate per student Daily rate per student = 0.2 of contracted salary / 180 days / 25 students If there are one (1) to four (4) students, the employee will be paid the amount for five (5) students. The number of students defined above in will be based on the average student FTE for one month. The employee will submit paperwork monthly for compensation. If there are more than twenty-five (25) students, Work Based Learning will be offered as a .2 FTE contract.	

Notes

1. Out of district experience shall be considered one to one for the same or similar positions.
2. **CTE Days:** Not for basic education duties such as advisory, room preparation or lesson preparation,
3. ***Dual Credit:** Intent is for full classes; Stipend based on yearlong class; semester class will receive 50% of stipend; one stipend per period. A dual credit course that is offered multiple periods will be issued one stipend for the first twenty-five (25) students; an additional 1/3 stipend for every ten (10) additional students.
4. **Curriculum Rate \$35.00** per hour, approved in advance, by the principal or person with budget authority, for meetings beyond the day or inservice participation.

CHIMACUM EDUCATION ASSOCIATION
Schedule B 2022-23
The base for Schedule B will be \$ 39,525

In the event that no qualified certificated applications are received, the District may opt to open the position for non-certified applications. If a non-certified employee holds the position, the district shall post the position to certified employees every two years.

When the District or Association would like to recommend a new stipend for Schedule B, the following process will be followed:

6. The District or Association, in conjunction with interested staff members and building administration, will develop a job description for the position.
7. Reasonable compensation will be proposed.
8. The Superintendent and CEA President, with staff member input, will agree to the terms.
9. Start and end dates for the new position will be agreed upon and may begin at any time.
10. Officially the new position will be added to Schedule B at the next contract opening or negotiation.

Purpose: Schedule B recognizes those teaching responsibilities which require an extraordinary amount of time during evenings or weekends enrichment activities.

Payment: Certificated employees may elect to receive payment for extended days and/or supplemental contracts on one of the following bases:
A one-time payment when the contract is complete **OR** equal monthly payments over the remaining months of their regular employment contract.

Level	Factored Amount Positions	Job Description-Minimum Duties	Level I 0-2 yrs	Level II 3-6 yrs	Level III 7+ yrs
A	AD (7-12)	Manage and supervise all sports programs	\$5,138 (.13 factored amount)	\$5,534 (.14 factored amount)	\$7,115 (.18 factored amount)
B	CJSHS ASB Advisor	Manage and supervise activities including budget	\$3,953 (.10 factored amount)	\$4,348 (.11 factored amount)	\$5,138 (.13 factored amount)
C	CJSHS Annual Advisor	Supervise students in production of yearbook to be distributed to prior to end of the school year			
	CJSHS Newspaper Advisor	Supervise students in production of monthly newspaper plus the senior edition	\$2,767 (.07 factored amount)	\$3,162 (.08 factored amount)	\$3,953 (.10 factored amount)
	Band	Organize and direct three district concerts per year; perform at three football and six basketball games; participation at regional contests, graduation, and honor band			
D	CISPUS	Manage and supervise planning and implementation of outdoor education <i>Note: Cispus past practice allows division of stipend among teachers.</i>	\$2,174 (.055 factored amount)	\$2,569 (.065 factored amount)	\$3,360 (.085 factored amount)
	High School Knowledge Bowl	Prepares students for and participates in Knowledge Bowl competitions			
E	HS Vocal Music	Organize and direct three district concerts per year, participation at regional contest, honor choir			
	Dual Credit*	Develop and teach courses offered for both high school and college credit, including AP, College in the High School, and Tech Prep			
	Marching Band	One week (40 hours) of band camp prior to beginning of school year; minimum of three state high school field show competitions; two three separate parade events	\$1,581 (.04 factored amount)	\$1,976 (.05 factored amount)	\$2,767 (.07 factored amount)
	Jazz Band	Expectation is to practice three (3) mornings each week. Stipend paid by semester (50%)			
	Chemical Hygiene Officer	Manage the chemical safety data sheet for middle and high school safety inspections per WAC authority			
	Building Tech Coordinator	Help repair, upgrade, and train building staff regarding technology issues			

F	Middle School Vocal Music Concert Director	Organize and direct three district concerts per year	\$791 (.02 factored amount)	\$988 (.025 factored amount)	\$1,383 (.035 factored amount)
	K-2 Music Director 3-6 Music Director	Organize and direct three district concerts per year and assist at other district music events			
G	National Honor Society	Duties:	\$791 (.02 factored amount)	\$791 (.02 factored amount)	\$791 (.02 factored amount)

Fixed Amount Positions	Minimum Responsibilities	Stipend
Drama Director	Directs 7-12 extracurricular drama productions. Minimum of two per year. The stipend may be divided between the participating directors.	0.140 factored amount \$5,534
Science Olympiad (one per building)	Supervise after school activities; Co-facilitate Annual Invitational	.03 factored amount \$1,186
Building Instructional Leadership Team	Provide input about management of the building. Supervise, implement and evaluate the school improvement plan, annual presentation to school board.	.02 factored amount \$791 (Up to six (6) positions per building)
Summer School Teachers	Deliver instruction to summer school students	MA +5 hourly rate on the certificated salary schedule
Summer School Coordinator	Manage and oversee summer school program	\$400 per grade band (K-2, 3-6, 7-8, 9-12)
Summer School Curriculum Development	Develop a summer school curriculum for the appropriate grade levels	\$500 per subject
Class Advisors 7 th -10 th Grade	Manage and supervise all class activities	.02 factored amount \$791
CTE Teacher Stipend	One stipend per subject area (foods/horticulture/woods/yearbook/health; per year or 50% for a semester.	.04 factored amount \$1,581 Three or more subject areas or stipends will receive 6% of the base.
Class Advisor 11 th Grade	Manage and supervise all class activities	.05 factored amount \$1,976
Class Advisors 12 th Grade	Manage and supervise all class activities	.07 factored amount \$2,767
Subject Area Curriculum (SAC) Committee	Review instructional materials for recommendation to the IMC (Instructional Materials Committee) for adoption	.05 factored amount \$1,976
Work Based Learning Payment for work-based learning will be calculated each month using the following formula:	Number of students times number of days in each month times daily rate per student Daily rate per student = 0.2 of contracted salary / 180 days / 25 students If there are one (1) to four (4) students, the employee will be paid the amount for five (5) students. The number of students defined above in will be based on the average student FTE for one month. The employee will submit paperwork monthly for compensation. If there are more than twenty-five (25) students, Work Based Learning will be offered as a .2 FTE contract.	

Notes

5. Out of district experience shall be considered one to one for the same or similar positions.
6. **CTE Days:** Not for basic education duties such as advisory, room preparation or lesson preparation,
7. ***Dual Credit:** Intent is for full classes; Stipend based on year long class; semester class will receive 50% of stipend; one stipend per period. A dual credit course that is offered multiple periods will be issued one stipend for the first twenty-five (25) students; an additional 1/3 stipend for every ten (10) additional students.
8. **Curriculum Rate \$35.00** per hour, approved in advance, by the principal or person with budget authority, for meetings beyond the day or inservice

CHIMACUM EDUCATION ASSOCIATION

Schedule B 2023-24

The base for Schedule B will be \$39,920

In the event that no qualified certificated applications are received, the District may opt to open the position for non-certified applications. If a non-certified employee holds the position, the district shall post the position to certified employees every two years.

When the District or Association would like to recommend a new stipend for Schedule B, the following process will be followed:

11. The District or Association, in conjunction with interested staff members and building administration, will develop a job description for the position.
12. Reasonable compensation will be proposed.
13. The Superintendent and CEA President, with staff member input, will agree to the terms.
14. Start and end dates for the new position will be agreed upon and may begin at any time.
15. Officially the new position will be added to Schedule B at the next contract opening or negotiation.

Purpose: Schedule B recognizes those teaching responsibilities which require an extraordinary amount of time during evenings or weekends enrichment activities.

Payment: Certificated employees may elect to receive payment for extended days and/or supplemental contracts on one of the following bases:
A one-time payment when the contract is complete **OR** equal monthly payments over the remaining months of their regular employment contract.

Level	Factored Amount Positions	Job Description-Minimum Duties	Level I 0-2 yrs	Level II 3-6 yrs	Level III 7+ yrs
A	AD (7-12)	Manage and supervise all sports programs	\$5,190 (.13 factored amount)	\$5,589 (.14 factored amount)	\$7,186 (.18 factored amount)
B	CJSHS ASB Advisor	Manage and supervise activities including budget	\$3,992 (.10 factored amount)	\$4,391 (.11 factored amount)	\$5,190 (.13 factored amount)
C	CJSHS Annual Advisor	Supervise students in production of yearbook to be distributed to prior to end of the school year			
	CJSHS Newspaper Advisor	Supervise students in production of monthly newspaper plus the senior edition	\$2,794 (.07 factored amount)	\$3,194 (.08 factored amount)	\$3,992 (.10 factored amount)
	Band	Organize and direct three district concerts per year; perform at three football and six basketball games; participation at regional contests, graduation and honor band			
D	CISPUS	Manage and supervise planning and implementation of outdoor education <i>Note: Cispus past practice allows division of stipend among teachers.</i>	\$2,196 (.055 factored amount)	\$2,595 (.065 factored amount)	\$3,393 (.085 factored amount)
	High School Knowledge Bowl	Prepares students for and participates in Knowledge Bowl competitions			
E	HS Vocal Music	Organize and direct three district concerts per year, participation at regional contest, honor choir			
	Dual Credit*	Develop and teach courses offered for both high school and college credit, including AP, College in the High School, and Tech Prep			
	Marching Band	One week (40 hours) of band camp prior to beginning of school year; minimum of three state high school field show competitions; two three separate parade events	\$1,597 (.04 factored amount)	\$1,996 (.05 factored amount)	\$2,794 (.07 factored amount)
	Jazz Band	Expectation is to practice three (3) mornings each week. Stipend paid by semester (50%)			
	Chemical Hygiene Officer	Manage the chemical safety data sheet for middle and high school safety inspections per WAC authority			
	Building Tech Coordinator	Help repair, upgrade, and train building staff regarding technology issues			

F	Middle School Vocal Music Concert Director	Organize and direct three district concerts per year	\$798 (.02 factored amount)	\$998 (.025 factored amount)	\$1,397 (.035 factored amount)
	K-2 Music Director 3-6 Music Director	Organize and direct three district concerts per year and assist at other district music events			
G	National Honor Society	Duties:	\$798 (.02 factored amount)	\$798 (.02 factored amount)	\$798 (.02 factored amount)

Fixed Amount Positions	Minimum Responsibilities	Stipend
Drama Director	Directs 7-12 extracurricular drama productions. Minimum of two per year. The stipend may be divided between the participating directors.	0.140 factored amount \$5,589
Science Olympiad (one per building)	Supervise after school activities; Co-facilitate Annual Invitational	.03 factored amount \$1,198
Building Instructional Leadership Team	Provide input about management of the building. Supervise, implement, and evaluate the school improvement plan, annual presentation to school board.	.02 factored amount \$798 (Up to six (6) positions per building)
Summer School Teachers	Deliver instruction to summer school students	MA +5 hourly rate on the certificated salary schedule
Summer School Coordinator	Manage and oversee summer school program	\$400 per grade band (K-2, 3-6, 7-8, 9-12)
Summer School Curriculum Development	Develop a summer school curriculum for the appropriate grade levels	\$500 per subject
Class Advisors 7 th -10 th Grade	Manage and supervise all class activities	.02 factored amount \$798
CTE Teacher Stipend	One stipend per subject area (foods/horticulture/woods/yearbook/health; per year or 50% for a semester.	.04 factored amount \$1,597 Three or more subject areas or stipends will receive 6% of the base.
Class Advisor 11 th Grade	Manage and supervise all class activities	.05 factored amount \$1,996
Class Advisors 12 th Grade	Manage and supervise all class activities	.07 factored amount \$2,794
Subject Area Curriculum (SAC) Committee	Review instructional materials for recommendation to the IMC (Instructional Materials Committee) for adoption	.05 factored amount \$1,996
Work Based Learning Payment for work-based learning will be calculated each month using the following formula:	Number of students times number of days in each month times daily rate per student Daily rate per student = 0.2 of contracted salary / 180 days / 25 students If there are one (1) to four (4) students, the employee will be paid the amount for five (5) students. The number of students defined above in will be based on the average student FTE for one month. The employee will submit paperwork monthly for compensation. If there are more than twenty-five (25) students, Work Based Learning will be offered as a .2 FTE contract.	

Notes

9. Out of district experience shall be considered one to one for the same or similar positions.
10. **CTE Days:** Not for basic education duties such as advisory, room preparation or lesson preparation.
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12. **Curriculum Rate \$35.00** per hour, approved in advance, by the principal or person with budget authority, for meetings beyond the day or inservice participation.