

PEA CERTIFICATED COLLECTIVE BARGAINING AGREEMENT

VALID SEPTEMBER 1ST, 2022 – AUGUST 31ST, 2025
Collective Bargaining Agreement between the Peninsula School District No. 401
(PSD), and the Peninsula Education Association (PEA)

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ARTICLE I – GENERAL PROVISIONS

SECTION 1.1 – EXCLUSIVE RECOGNITION

Pursuant to Chapter 228, Laws of 1975, the Employer hereby recognizes the Association as the exclusive bargaining representative for all regularly employed full-time or part-time certificated educators, whether under contract or leave, employed by the Employer. Substitute educators shall not be considered to be regularly employed. Such representation shall exclude the Superintendent, Deputy Superintendent, Assistant Superintendents, District Directors, Coordinators, Principals, Assistant Principals, and teaching Principals/Assistant principals who perform a preponderance of the supervisory acts of authority pursuant to [RCW 41.59.020\(4\)\(d\)](#).

Substitute educators who work more than twenty (20) consecutive days or thirty (30) cumulative days during the current school year shall be members of the bargaining unit. Pay for substitutes who are members of the bargaining unit shall be determined by the Board of Directors but shall be not less than \$150.00 per day.

The term "educator" when used hereinafter in this Agreement shall refer to all educators represented by the Association in the bargaining unit as defined in this section except that substitute educators shall be covered under the following sections only: Article I, Sections 1.1 (Exclusive Recognition), 1.4 (Distribution of Contract), 1.5 (Savings Clause); Article II (Business); Article III, Section 3.1 (Rights of the Educators); Article V, Sections 5.3 (Workday), 5.4 (Consecutive Minutes), 5.10 (Parking), 5.11 (Collection of Monies), 5.16 A, Student Discipline), 5.17 (Dispensing of Medication and Medical Functions), and 5.19 (Classroom Visitation); Article VII (Grievance Procedure [for provisions covering substitutes]); Article VIII (Scope of Agreement), Sections 8.1, 8.2, 8.3, 8.5; and Article IX (Duration of Contract).

In addition, after a substitute has worked full days in the same assignment for more than five (5) days, that educator shall be guaranteed usual and customary planning time for as long as they continue in such position.

SECTION 1.2 – RIGHTS OF THE EMPLOYER

The management of the District and the direction of the workforce is vested exclusively with the Employer subject to the terms of this Agreement. All matters not specifically and expressly covered by the language of the Agreement shall be administered for its duration by the Employer in accordance with such policies and procedures as it from time to time may determine.

SECTION 1.3 – CONTRACT COMPLIANCE

All individual educator contracts shall be subject to and consistent with Washington State Law and terms and conditions of this Agreement. Any individual educator contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the Employer and the Association. No individual educator contract shall be inconsistent with the terms of the Agreement.

SECTION 1.4 – DISTRIBUTION OF CONTRACT

Within thirty (30) days following ratification and signing of this Agreement, as well as any subsequent Memoranda of Understanding or Letters of Agreement, the District will electronically post the current documents to the District website. Once posted, a link to the new contract will be sent to all educators and administrators. Educators new to the District will receive a paper copy of the bargaining agreement upon request. Each building will also receive a paper copy to be placed in the staff room.

SECTION 1.5 – SAVINGS CLAUSE

The Employer 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 or 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 Employer and the Association shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s).

ARTICLE II – BUSINESS

SECTION 2.1 – PAYROLL DEDUCTION

- A. 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](#).
- B. 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.
- C. The Association will refund to the District any amounts paid to it in error.
- D. 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.

SECTION 2.2 – TRAVEL EXPENSES & USE OF PRIVATE AUTOMOBILE

- A. Reimbursement for mileage and certain other expenses will be provided to those educators whose travel is a regular and recurring part of their job responsibility. Use of private vehicles on authorized school business shall be eligible for reimbursement at the maximum rate authorized for such purpose by the Internal Revenue Service.
- B. It is agreed and understood that the District's liability coverage is extended to educators only when they are on approved District business in District owned and insured vehicles. District insurance policies do not extend coverage to the privately owned automobiles of educators; but should the Employer by agreement engage the services of such automobiles for regular use in approved District activities, then in connection with these activities the Employer will procure automobile liability coverage for owner and District on a similar basis as provided for District owned vehicles. In addition, it is required that vehicles must contain fire extinguishers and first aid kits. If any educator's vehicle lacks such equipment, the Employer shall provide them for the educator to use to meet these requirements.

SECTION 2.3 – STAFF PROTECTION

Educators covered by this Agreement are considered additional insured and are afforded protection under the District's comprehensive liability policy. This protection is valid so long as educators are functioning within the recognized scope of their job responsibilities. Such liability coverage is extended to protect against bodily injury,

personal property and damage to property of others except that of other District employees. The Employer will also provide insurance coverage sufficient to pay for the loss or damage of personal property of educators while such educators are engaged in the maintenance of order and discipline thereof.

The employer shall provide an annual explanation to educators of the limitations of District insurance coverage for automobile damage and personal property loss at school upon request.

SECTION 2.4 – ASSOCIATION RIGHTS

- A. The Association shall be entitled to use school bulletin board space, interschool and intra-school mail service, duplicating machines, e-mail, and school facilities for meetings and shall have access to District buildings and to bargaining unit members, using the normal procedures for appointment, provided that there is no disruption of the educational program or additional cost to the Employer. Accordingly, such meetings may be scheduled to occur adjacent to a building staff meeting. The Association will hold the Employer harmless for all liability and costs of attorney fees in defending the legality of this section.
- B. Upon request, the Employer shall make available to the Association information needed to assist the Association in performing its representation responsibilities. Such information shall be in the same form as available to the general public or for normal administrative use.
- C. By September 15th of every year and every month thereafter, the District will provide an electronic roster of all employees in the district in an excel format. In order for the union to best assess which employees may be a part of the bargaining unit and access those that are members of the bargaining unit covered by the Association as the exclusive bargaining representative, the association is entitled to the following information when such information is held by the District: employee name (first and last), date of birth, mailing address, home telephone number, personal cell phone, work email, job title/position, work location, current assignment including FTE and if the position is temporary the duration of the contract and date of hire. The District will communicate regarding updates to the monthly list. Such list will include the names of all bargaining unit members regardless of their membership status with the Association. The Association will be notified of all new hires via a shared electronic document.
- D. On a monthly basis, the district will provide to the Association the names and all information as listed above of any bargaining unit member who has been RIF'ed and remains on a recall list.
- E. The District shall provide the Association with access to new employees within thirty (30) days of the employee's start date within the bargaining unit. Such access will occur during a new employee orientation provided by the District, The access shall be for no less than sixty (60) minutes and shall occur during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Association.
- F. In order to establish an orderly procedure for the review of matters covered by this Agreement and the general educator/employer relations, there is hereby established a formal and permanent joint District/Association Committee (DAC), consisting of five (5) to eight (8) Association representatives appointed by the Association and five (5) to eight (8) representatives appointed by the Employer. This Committee will be responsible for all matters appropriate for resolution between the Association and the Employer. Meetings of the District/Association Committee (DAC) will be scheduled on a monthly basis. At the discretion of either party, additional meetings shall be scheduled at a mutually agreeable time, but not later than three (3) working days from the date the request is made. Such requests will be in writing and will contain items of concern. Minutes of such meetings shall be distributed to all participants, the Association president, and the District superintendent.
- G. Educators mutually scheduled by the Employer and the Association to participate during working hours in negotiations, grievance processing, or arbitration hearings, shall suffer no loss of pay for being present at such conferences or hearings. The Employer shall provide up to three (3) witness release days per hearing, if needed. Any additional Association called witness release cost shall be paid by the Association.
- H. The Association will reimburse the Employer on a monthly basis for the president's annual contracted base salary and stipend.

- I. Nothing in this Agreement will detract or negate any and all rights and benefits that would have accrued to the president had he/she been working on a regular full-time basis. Upon termination of the president's release time, and subject to the provisions of this Agreement, the Employer shall return the president to the position held just prior to the year's release, if available, or to an alternate mutually agreed upon position.
- J. Association leave of thirty-five (35) days per year shall be granted. The Association shall reimburse the Employer for the cost of substitutes for such leave. Association leave for the purpose of negotiations will not be counted as part of the thirty-five (35) days. Additional days may be granted upon request to support special initiatives or membership needs. However, the Association shall reimburse the Employer for the cost of substitutes for all such leave, including leave for negotiations.
- K. Job Description and Notification: Prior to the posting, the District will notify the Association of all new or significantly modified job categories. The District will provide this notification at least five days in advance of posting or implementation of the change. The District will maintain a copy of such postings and all unit job descriptions. The District and Association will have viewing access to these in an agreed upon location and upon request.

ARTICLE III - PERSONNEL

SECTION 3.1 – RIGHTS OF EDUCATORS

- A. The Employer and the Association agree that they shall not interfere with the right of any educator to become a member of the Association if he or she desires, or to refrain from Association membership. Neither the Employer nor the Association shall discriminate against any educator because of his or her membership or non-membership in the Association.
- B. The Employer recognizes the right of all educators to be free to join the Association and to participate in lawful concerted Association activities. Therefore, the Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any educator exercising his or her protected rights on behalf of the Association. The Association agrees that neither its representatives nor its members will intimidate, coerce, or discriminate against any educator in any manner at any time.
- C. It is agreed that nothing contained herein shall be construed to deny or restrict to any educator such rights as he/she may have under applicable laws and regulations.
- D. The parties agree that there shall be no discrimination against any educator because of race, ethnicity, sex, age, religion, domicile, sexual orientation, or political activity in the administrative application of the terms of this Agreement. The parties agree to comply with federal and state anti-discrimination laws.
- E. **Personnel Records:** Educators shall, upon request, have the right to review all contents of their complete personnel records kept with the Employer. Upon written request from the individual educator, a copy of any document contained therein shall be afforded the educator at the Employer's expense. Anyone, at the educator's request, may be present at this review.
 - 1. At any time, with mutual consent, any material will be removed from his/her/their personnel records.
 - 2. Upon written request by the educator, the superintendent or his/her/their official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said educator.
 - 3. Upon written request from an educator, any derogatory material, other than the evaluation in the District file, more than three (3) years old shall be removed from his/her/their personnel records, unless otherwise prohibited by law.

Each educator's personnel records shall contain three (3) files:

- 1. **District File:**
 - a. The District file shall be located at the District office.

- b. The District file shall contain evaluation file material (consistent with 2 below) and working file material (consistent with 3 below).
2. **Evaluation File:**
 - a. The evaluation file shall be maintained in the office of the educator's principal/supervisor during the academic year. The evaluation files for prior years shall be maintained in the Human Resources Office.
 - b. The evaluation file may contain the following written documents: Pre-evaluation Conference(s); First Observation; Second Observation; Supplemental Observation(s); Post-observation Conference and the Final Evaluation(s) of the current and previous school year.
 - c. The evaluation file shall not contain any other written material.
3. **Working File:** A working file containing other than routine administrative documents and documents pertaining to evaluation may be maintained at the office of the educator's principal/supervisor subject to the following procedures:
 - a. No information will be placed in the working file without notification to the educator concerned.
 - b. Educators will be notified within ten (10) working days of receipt of any written materials from any source which is placed in the working file and which may be used as the basis for potential disciplinary action during the current school year.
 - c. Signing of file copies shall mean only that the educator had the opportunity to respond to it. Signing does not mean that the educator agrees with the contents.
 - d. Educators may append a written response to the file copy as an attachment.
 - e. The contents of this file shall be limited to matters and events occurring during the current school year.
 - f. At the end of each academic year, all materials shall be destroyed or maintained in the personnel records at the District office.

SECTION 3.2 – EVALUATION PROCEDURES

We believe that professional development in the Peninsula School District is rooted in the intrinsic desire to be a life-long learner and provide quality learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth, including the use of new ideas and strategies in a supportive environment with clear performance expectations. It is anticipated and expected that staff will have room for improving performance.

The District and the Association recognize that as certificated educators improve their professional skills, it benefits collaboration with colleagues and enhances student learning. Therefore, our evaluation system should support educators in all stages of professional growth, provide authentic opportunities for self-reflection, and recognize staff accomplishments. In addition, the evaluation process should be user friendly and encompass the unique job categories within the education field. Finally, it should be legal, supportive of certification requirements, and never used as a forum to discipline employees.

INSTRUCTIONAL EDUCATORS

- A. **Intent:** The Teacher/Principal Evaluation Process (TPEP) is for certificated classroom educators who provide direct instruction to students. Recognizing that TPEP is continually changing and subject to state law, the District and the Association will continually reevaluate the language and implementation in order to maintain a reflective, responsive, and realistic professional growth model that complies with Washington State requirements.
- B. **Evaluators:** No administrator, principal, or other supervisory personnel may evaluate an educator without having received training in District evaluation procedures. Before evaluating classroom educators using the evaluation systems under [RCW 28A.405.100](#), principals and administrators must engage in professional development designed to implement the evaluation system used in the District to maximize rater agreement. This includes summative scoring against a predetermined standard. The District shall have a plan to develop and sustain rater agreement. It is the responsibility of the evaluator to schedule, in advance, all required meetings and adhere to the negotiated terms of the process. The District and Association commit to regular and ongoing joint

communications, trainings and/or other support systems to inform all certificated employees and their evaluators regarding changes to the provisions of the negotiated agreement and its implementation.

Request to change or add an evaluator [WAC 391-191A-230](#): An employee may request a change of evaluator or that an additional trained evaluator become part of the evaluation process. All requests will be made through the building administrator's direct supervisor. The District superintendent and the Association president will meet to review the request and the final determination will be made by the superintendent.

- C. **State Criteria:** 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;
 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;
 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.
- D. **Instructional Framework:** The parties have agreed to use the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The evaluation framework identifying the components of the Danielson framework within the state criteria will be placed on the District's website.
- E. **Criterion Performance Scoring:** Scoring of each criterion shall be based on the components in that criteria using a preponderance of the evidence collected throughout the year. When a preponderance of evidence does not indicate a definitive score, more recent evidence may be weighted. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have a shared reflective discussion and opportunity to submit additional evidence. If consensus cannot be reached, evaluator ratings stand.
- F. **Evidence and Artifacts:** Both the educator and the evaluator will contribute to evidence collection necessary to complete this evaluation. The educator may provide additional evidence to aid in the assessment of the educator's professional performance against the instructional framework rubric, especially for criteria not observed in the classroom. The evidence provided by the educator may be discussed with the evaluator and may be used to determine the final evaluation score. Evidence includes representative examples, conversations, artifacts or observable practices of the educator's ability and skill in relation to the instructional framework rubric gathered from the normal course of employment. Artifacts are a type of evidence and include any products generated, developed, or used by a certificated educator.

If a second- or third-year Provisional educator received a summative score of Proficient or Distinguished in the previous year, then he or she will focus evidence collection for Domain 4 components on the components rated as Basic or below in the previous year. If all Domain 4 components were rated as Proficient or above, then the educator and evaluator will collaborate to choose one (1) Domain 4 component to focus on and collect evidence. The evaluator will carry over remaining component scores.

- G. **Comprehensive Evaluation:** A Comprehensive evaluation must be completed at least once every six (6) years. A Comprehensive evaluation assesses all eight (8) evaluation criteria. All criteria contribute to the summative evaluation performance rating.
1. **Goals:** Each educator on the Comprehensive Evaluation must have student growth goals for Criterion 3, 6, and 8 (three goals total). Either goal 3 or goal 6 will be created collaboratively with the educator and evaluator and these goals may relate to goal 8. Goals must be written, and a goals conference completed by November 15th. After the goals are finalized, the ratings for criteria 3.1 and 6.1 will be shared with the educator.
 2. **Observations:**
 - a. **Time:** Employees on Comprehensive evaluations will be observed in the performance of professional duties at least twice during the school year for a minimum of sixty (60) cumulative minutes; at least one (1) must be for a minimum of thirty (30) minutes. Observations are not limited to the classroom instruction.

- b. **First Year Educators:** An employee new to the District must be observed for a minimum of 30 minutes during the first 90 days of employment.
 - c. **Third Year Provisional Educators:** An employee in the third year of provisional status shall be observed at least three (3) times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes.
 - i. A Third Year Provisional Educator may be removed from provisional status if the employee has received a summative score of Proficient or Distinguished during the second year of employment by the District. In this case the educator will be placed on a Focused evaluation for the current school year. ([RCW 28A.405.220](#))
 - d. **Formal Observation Cycle(s):** A pre- and post-observation conference surrounding a formal observation shall be conducted. The formal observation cycle includes:
 - i. **A pre-observation conference:** The employee will complete the PSD Lesson Plan Template at least twenty-four (24) hours prior to the pre-observation conference so that the evaluator can evaluate the non-observable components from Danielson Domain 1: Planning and Preparation. The evaluator will take notes and provide the employee with a copy immediately after the pre-conference concludes. If a second- or third-year provisional educator received a Proficient or Distinguished summative score and a Proficient or Distinguished score on five (5) out of the six (6) Domain 1 components then he/she/they can submit a lesson plan in the format of his/her/their own choosing, as long as it addresses most of the key planning elements from Domain 1 of the Danielson Framework—knowledge of content, pedagogy, resources and students; clear instructional outcomes; instructional strategies to be used, and assessing student learning.
 - ii. **Formal Evaluation:** The evaluator observes the lesson, takes notes, and aligns notes to the observable components from Danielson Domains 2: Classroom Environment and Domain 3: Instruction, and after the observation is complete, the evaluator will send notes from the observation with evidence labeled by observable component. The employee will then self-rate on the observable components and has the option of adding evidence and reflection prior to, during, and after the post-observation conference. During the pre-and post-conferences the evaluator will take notes which would be shared with the employee at the conclusion of the meeting and may be used as evidence.
 - iii. **Post-Observation Conference:** The employee and evaluator meet to reflect on the lesson and collect evidence for non-observable Danielson component 4a: Reflecting on Teaching. During the post-observation conference, the evaluator and employee review the ratings for all components. Together they identify areas of agreement, determine components where there was not enough evidence to rate, and identify any areas where the employee's proficiency is basic or below. The evaluator will take notes and provide the employee with a copy immediately after the post-conference concludes. The employee may add additional comments to the evaluators report.
 - iv. **Post-Observation Proficiency Score:** If after the first formal observation cycle, the preponderance of evidence indicates that the educator's current level of proficiency would be basic or lower for the cycle as a whole, a second formal observation cycle will be required. If after the first formal observation cycle, the preponderance of evidence indicates that the educator's current level of proficiency would be proficient or above for the cycle as a whole, any remaining components will be evaluated using a combination of informal observations and/or artifacts.
 - e. **Observation Feedback:** Following each formal observation, or series of informal observations, the evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy within three (3) days after such report is prepared.
3. **Mid-Year Conference:** Evaluators and educators will meet to discuss current ratings on observed components from observations and review collected evidence and artifacts by February 28th. The purpose of the conference is to assess progress of the TPEP process and of the educator's professional practice and identify specific components on which to focus. If a second formal observation cycle is required, this conference may be merged with that cycle's pre-observation conference.

4. **Student Growth Data:** Student growth data will be gathered by the educator from multiple sources and must be appropriate and relevant to the educator's assignment and goals for student growth. Student growth is defined as the change in student academic achievement between two points in time. If an educator receives an overall low student growth score as outlined below in Section I - Ratings, the evaluator must initiate a student growth inquiry pursuant to [WAC 392-191A-100](#) within two (2) months or at the beginning of the following school year, whichever is later.
- H. **Final Summative Conference:**
1. Prior to the final summative conference, the evaluator may request all evidence and artifacts be submitted by April 20th, unless an agreement is made between an educator and the evaluator for a later date. If April 20th falls on a weekend or during Spring Break, then the submission date will be moved to the following Monday.
 2. The final summative conference will occur after the educator has submitted all evidence and artifacts. This conference may be held as early as April 1st, before the deadline for artifacts and evidence (see above paragraph), if both the educator and evaluator agree to this earlier date.
 3. Prior to the final summative conference, opportunities will be provided for the evaluator and educator to discuss the educator's scoring, and to discuss the evidence that supports the evaluator's ratings and the educator's final self-assessment. If consensus cannot be reached, evaluator ratings stand.
 4. In the final summative conference, the evaluator must provide final ratings for Comprehensive educator evaluation no later than May 15th. Each educator shall sign and date the final evaluation to indicate receipt, not agreement. The educator may attach any written comments to the annual evaluation report.
- I. **Ratings:**
1. **Summative Performance Rating:** A classroom educator 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:
 - 8-14 Unsatisfactory
 - 15-21 Basic
 - 22-28 Proficient
 - 29-32 Distinguished
 2. **Student Growth Criterion Score:** Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For a Comprehensive evaluation, 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. Overall ratings are determined by preponderance of evidence and most recent evidence, as recommended by the Danielson protocol.
 - 5-12 Low
 - 13-17 Average
 - 18-20 High
- J. **Proficient or Distinguished Performance:**
1. **Non-Provisional Employees:** If a non-provisional employee receives a summative score of either Proficient or Distinguished on the most recent Comprehensive evaluation then that score will be carried forward through the employee's Focused evaluation period. If the employee earns a higher score during the Focused evaluation period, then the higher score will stand for the year in which it was earned.
- K. **Unsatisfactory or Basic Performance on a Comprehensive Evaluation:**
1. **Provisional Employees:** When it is determined that a provisional employee's overall performance in his or her primary work assignment is judged below Basic, the immediate supervisor may recommend probation or non-renewal pursuant to the appropriate state statutes. (See [RCW 28A.405.100](#))
 2. **Non-Provisional Employees:** For educators with five (5)+ years of experience who receive Unsatisfactory or Basic on a comprehensive evaluation, the educator continues on comprehensive evaluation the next school year.
 - a. In the event a non-provisional employee is placed on a comprehensive evaluation for a second consecutive year, the employee, association representative, and evaluator will meet to determine what additional support opportunities will be provided by the District. Supports can include but are not limited to:

- i. Release time to observe peers in other classrooms District-wide;
 - ii. Courses, workshops, or trainings relevant to the identified areas of focus;
 - iii. Regular meeting with the evaluator and/or mentor;
 - iv. Other mutually agreed upon supports
 - b. **Probation:** If during the second year on comprehensive, following a rating of Basic or Unsatisfactory, the educator is still rated Unsatisfactory or Basic after the first observation, the educator may be placed on probation for sixty (60) days after October 15th; probation must be completed by May 15th. If educator is deemed proficient, then he or she is removed from probation.
 3. **Discharge:** Educators who receive Unsatisfactory or Basic for two (2) consecutive years or two (2) out of three (3) years will receive written notification of discharge by May 15th. After notification, the employee has ten (10) days to request a hearing in writing. (See [RCW 28A.405.300](#))
- L. **Focused Evaluation:**
- A Focused evaluation assesses one (1) of the eight (8) evaluation criteria and includes student growth. If an educator selects criterion 3, 6 or 8, evaluators will use accompanying student growth rubrics. If an educator selects criterion 1, 2, 4, 5, or 7, evaluators will select criterion 3 or 6 student growth rubrics. Evaluators must approve the selected criterion.
1. **Goals:** Identify a focus area for professional growth: Educators must select at least one (1) component from one (1) criterion for a Focused evaluation. This selected focus area will be the basis for summative evaluation, along with the student growth component they choose (see below). Focused educators are strongly encouraged to review their previous comprehensive evaluation to identify their area(s) of focus for professional growth and meet with their evaluator to narrow their focus area to components within one criterion. An educator may choose multiple components within a criterion to be the focus for his or her professional growth for the year but is only required to focus on one (1) component.
 - a. **Student Growth Goals:** An educator on a Focused evaluation must create and measure a student growth goal. Educators who select a component or components from Criterion 3, 6, or 8 as their focus area for professional growth will use the accompanying student growth goal rubrics. Educators who select a component or components from Criterion 1, 2, 4, 5, or 7 must use student growth rubrics that accompany either Criterion 3 or Criterion 6. Goals must be written, and a goals conference completed by November 15th.
 2. **Observations:**
 - a. **Time:** Employees on Focused evaluations will be observed in the performance of professional duties at least twice during the school year for a minimum of sixty (60) cumulative minutes; at least one (1) must be for a minimum of thirty (30) minutes.
 - b. Relation to Professional Growth: Observations should relate to the educator's focus area for professional growth as much as possible to generate valuable evidence and enable the evaluator to provide useful feedback. If the goal component evidence will be primarily non- observable (4C Communicating with Families for example), observation feedback will be based on performance of professional duties. Pre- and post-observation conferences are not required for educators completing Focused evaluation, though communication and feedback are encouraged.
 3. **Mid-Year Conference:** Evaluators and educators will meet to discuss current ratings on observed components from observations, review collected artifacts, and review goal progress by February 28th. The purpose of the conference is to assess progress of the TPEP process and of the educator's professional practice.
 4. **Student Growth Data:** Student growth data will be gathered by the educator and must be appropriate and relevant to the educator's assignment and goals for student growth. Student growth means the change in student academic achievement between two points in time. If an employee receives a low student growth score, the evaluator must initiate a student growth inquiry pursuant to [WAC 392-191A-100](#) within two (2) months or at the beginning of the following school year, whichever is later.
 5. **Final Summative Conference:** The evaluator and educator shall meet to discuss the educator's final summative score prior to submitting final ratings. Final ratings of an educator must be completed no later than May 15th. If consensus cannot be reached, evaluator ratings stand. Each educator shall sign and date the final

evaluation to indicate receipt, not agreement. The educator may attach any written comments to final annual evaluation report.

- a. **Summative Performance Rating:** A classroom educator shall receive a summative performance rating based on a selected Focus criterion and student growth measures. The summative performance score includes observable evidence, evidence outside of a classroom observation, authentic artifacts of teaching and learning, student growth goals and outcomes, and evidence of professional practice. All ratings will be considered when deriving the final overall rating. Overall ratings are determined by preponderance of evidence and most recent evidence, as recommended by the Danielson protocol. The final criterion score will be considered the final summative score. The score will be reported as Unsatisfactory, Basic, Proficient, or Distinguished.
 - b. **Student Growth Criterion Score:** Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in SG 3.1, SG 3.2, SG 6.1, SG 6.2 and SG 8.1. Educators on Focused evaluation will be scored using student growth rubrics for Criterion 3, 6, or 8 if that criterion were included in their focus area for professional growth, or Criterion 3 or 6 if any other criterion was selected as a focus area. For a Focused evaluation, there is no student growth impact rating, but a rating of a "1" on any student growth rubric row triggers a Student Growth Inquiry Plan pursuant to [WAC 392-191A-100](#).
6. **Change of Evaluation Type:** If an educator is moved from a Focused evaluation to a Comprehensive evaluation, they must be notified in writing no later than December 15th ([WAC 392-191A-120](#))
- M. **TPEP Building Leads:** Each building will have a TPEP Building Lead to support implementation of the TPEP process for educators. These leaders will present information about the framework to building staff as well as support Comprehensive and Focused educators with the process. Comprehensive High Schools may have two leads. Building Administration Teams with input from Site Councils will reopen the position annually at the end of May and determine who will be serving as TPEP Building Lead before leaving for summer break.
1. The role and responsibilities of the TPEP Building Lead are as follows:
 - a. Offer sessions to support staff new to Peninsula School District in a timely manner. The sessions should cover: Student Growth goals, Formal Observations, and Artifacts/Evidence.
 - b. Offer additional sessions to all staff as the need arises in each building.
 - c. Provide small group or one-on-one support on TPEP tasks during office hours close to essential TPEP deadlines.
 - d. Answer brief one-on-one questions to clarify the process for educators.
 - e. Communicate with Administrators and the TPEP Educator Leader Coordinator about training plans, goals, and needs.
 - f. Have read and understand the provisions of the most recent TPEP LOA (if applicable).
 - g. Attend any District-wide TPEP Educator Leader meetings if scheduled.
 - h. TPEP Educator Leaders should refer any contractual questions or concerns to their PEA building representatives.
 - i. TPEP Building Leads will receive a stipend as outlined in PEA Activities Salary Schedule Appendix B.

ESA/NON-INSTRUCTIONAL EDUCATORS

- A. **Intent:** Educators that are Educational Staff Associates or who do not provide direct instruction to students will utilize the Level I or Level II Danielson Framework for Teaching evaluation model.
- B. **Evaluation Forms and Appendices:** The evaluation forms will be maintained on the District's website.
- C. **Educators on Level I and Level II:** Educators who have four (4) consecutive years of satisfactory evaluations, the last two (2) of which have been in the Peninsula School District, shall be on Level II of the evaluation system, unless provided notice pursuant to paragraph D below. All other educators shall be on Level I.
- D. **Returning an Educator to Level I:** The educator's evaluating supervisor may at any time return a Level II educator to Level I by completing each of these four (4) steps: (1) providing informal, preliminary written notice to the educator of the performance concern and the administrator's evidence supporting the concern; (2) holding a conference with the educator to discuss the concern and desired level of performance; (3) within ten (10) school

days of the conference, completing Formal Observation Form B (Educator) or Form E (ESA) based on an observation of at least thirty (30) minutes in length, and other relevant data, identifying the standards not satisfactorily met by the educator; and (4) providing formal written notice to the educator and the Association of the decision to return the educator to Level I during the current school year, or at the beginning of the following school year. An educator returned to Level I may return to Level II after receiving a satisfactory annual evaluation with no "unsatisfactory" areas identified.

E. Process for Educators on Level I:

1. Educators on Level I shall meet with their evaluating administrator to review the evaluation process and job expectations prior to the end of September.
2. Educators shall complete the Professional Goals Worksheet Form A. Educators also shall hold a conference with the administrator to set goals by October 15th. Each educator must have at least one (1) professional goal. Goals must be based on the appropriate evaluative criteria for the educator's assignment.
 - a. Librarians, instructional coaches, and ESC assigned educators – Danielson Framework for Teaching
 - b. ESA's – State mandated criteria for ESA's
3. Educators will be formally observed in the performance of professional duties at least twice during the school year for a minimum of sixty (60) cumulative minutes prior to completion of the Level I Summary Report Form C (Educator) or F (ESA). The administrator shall schedule with the educator and conduct the initial formal observation within the first ninety (90) calendar days of the educator's annual employment period.
4. Each formal observation shall include a pre-conference with the educator to apprise the evaluator of the educator's objectives, methods and materials planned for the observed activities. Following each formal observation or series of observations, the evaluator shall promptly document the results in writing on Formal Observation Form B (Educator) or E (ESA) and shall provide the educator with a copy within three (3) working days of the completion of the written report. A post-observation conference shall be conducted.
5. In addition to formal observations described above, the evaluator may conduct other informal observations and/or gather other data related to the appropriate evaluative criteria, provided that educators are given notice of such data before it may be included in Level I Summary Report C (Educator) or F (ESA). All monitoring or observation of the work performance of an educator shall be conducted openly.
6. Throughout the school year, educators shall informally gather evidence to document progress toward goals (e.g., student work, unit plans, classroom newsletters, press releases, videos). Prior to May 15th, the administrator and educator shall meet to review evidence and progress toward goals, and a draft Level I Summary Report Form C (Educator) or F (ESA).
7. A final copy of the Level I Summary Report Form C (Educator) or F (ESA) shall be completed, signed, and forwarded to the Human Resources Office, the building file, and the educator by May 31st. The signature of the educator does not necessarily imply that the educator agrees with the contents of the evaluation report. An educator may submit written comments regarding the evaluation report which will become part of the official evaluation report.
8. In the event an evaluation report identifies an "unsatisfactory" area in one (1) or more categories the administrator shall either (a) recommend the educator for probation pursuant to state law; or (b) develop a written plan for corrective action designed to remedy the recorded deficiencies. Such plan shall include specific recommendations regarding time, resources, and services available for assistance to the educator and expectations and requirements placed on the educator for improvement. Tuition for required courses or workshops shall be a District expense. The evaluator and the educator shall first attempt to develop such a plan by mutual agreement. If no plan is agreed upon, the evaluator shall determine the plan. Any improvement observed after implementation of the plan shall be noted on the Level I Evaluation Form C (Educator) or F (ESA).
9. When it is determined that an educator's overall performance in his or her primary work assignment is unsatisfactory, the immediate supervisor may recommend probation pursuant to the appropriate state statutes. (See [RCW 28A.405.100](#)).
10. Educators shall have the right to appeal any part of this evaluation process to the evaluator's immediate supervisor.

F. Process for Educators on Level II:

1. Educators shall complete the Professional Goals Worksheet Form A. Educators also shall hold a conference with the administrator to set goals by October 15th. Each educator must have at least one professional goal. Goals must be based on the appropriate evaluative criteria for the educator's assignment.
 - a. Librarians, instructional coaches, and ESC assigned educators – Danielson Framework for Teaching
 - b. ESA's – State mandated criteria for ESA's

There is no maximum number of professional goals expected, and the goals do not have to be based on the school improvement plan (SIP). If an educator has any criteria rated as "approaches standard" or "unsatisfactory" on the prior annual evaluation, the educator shall incorporate related goals on the Professional Goals Worksheet Form A.

2. Educators and administrators shall meet at least once during the year, preferably prior to February 15th, to complete the Mid-Year Check portion of Professional Development Plan Summarization Form D (Educator) or Form G (ESA).
3. The educator shall complete and submit the Professional Development Plan Summarization Form D (Educator) or G (ESA) to the educator's evaluating administrator prior to or at the scheduled end of year conference.
4. By May 15th, the evaluator shall schedule and hold a conference with the educator to review progress on goals and discuss and sign the End of Year portion of Professional Development Plan Summarization Form D (Educator) or G (ESA).
5. A final copy of the Professional Development Plan Summarization Form D shall be forwarded to the Human Resources Office, the building file, and the educator by May 31st.

G. Additional Provisions:

1. No evaluation/observation conference will be used as a forum to discipline.
2. While educators may be requested to work with fellow educators to improve instruction, no educator covered by this Agreement shall be expected to evaluate another Association member.
3. Student test scores shall not be used as a basis for evaluating educator performance.

SECTION 3.3 – EDUCATOR SUPPORT FACILITIES

- A. It is understood by both parties that school cleanliness is everyone's responsibility. The employer shall provide a safe and clean working environment for all educators. Educators will not be expected to perform custodial duties as a part of their job responsibilities. All maintenance and repairs shall be addressed in a timely manner.
- B. Facilities shall have adequate ventilation, cooling, temperature control, water, heat, light, and insulation from noise consistent with applicable federal and state statutes.
- C. Each school will have the following facilities and equipment for use of educators in that school:
 1. Space to store instructional materials, supplies, and personal items (a desk or cabinet may satisfy this section), some of which will be securable;
 2. A work area to aid in the preparation of instructional materials and access to equipment and supplies essential to preparation for instructional delivery;
 3. A staff lounge/dining room;
 4. A functional and efficient workstation that is equipped with the technology, including hardware and software, to perform the duties of one's position;
 5. An available desk, chair and filing cabinet;
 6. Carts available for use of educators assigned to more than one (1) teaching station.
- D. If an educator is required to move from one room to another within a work site, that educator will be provided compensation for up to one (1) day at the rate of \$120.00 per day, exclusive of benefits. To be eligible for this payment, individuals must have worked the additional time outside the school day. The building administrator will determine who is eligible for payment and submit a list to the payroll office.
- E. If an educator is required to move from one building to another, that educator will be provided compensation for up to two (2) days at the rate of \$120.00 per day, exclusive of benefits. To be eligible for this payment, individuals

must have worked the additional time outside the school day. The building administrator will determine who is eligible for payment and submit a list to the payroll office.

- F. Upon request from the Association, workstations for non-classroom educators will be reviewed by the itinerant, principal, and custodian at the beginning of the year and report results back to DAC.

SECTION 3.4 – ORIENTATION OF EDUCATORS

If the Employer conducts a formal or annual orientation for new or returning educators, the Association shall have an adequate opportunity for participation. In any event, the Association shall be provided an adequate opportunity during the first week of the scheduled regular work year to communicate Association programs and concerns to members of the bargaining unit.

SECTION 3.5 – SALARY PAYMENT METHODS

- A. All educators shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12th) of the contracted salary.
- B. Payroll checks shall be issued to the educator on the last business day of every month.
- C. Enrollment in the Direct Deposit Program is mandatory.
- D. All hours worked in a month by an educator will be paid by the appropriate pay period following completion of the work and the timely receipt of District record information unless the Employer and the educator have arrived at a mutual agreement that pay will commence upon completion of a project.

SECTION 3.6 – INDIVIDUAL CONTRACTS

- A. The Employer shall issue each educator a contract in conformity with Washington State Law, State Board of Education regulations and this Agreement.
- B. An electronic copy of the individual educator contract shall be issued to the educator for signature. A signed contract shall be returned to the Human Resources Office within the stated time frame, typically within a period not to exceed fifteen (15) calendar days. Such contracts will be issued within thirty (30) days after Association ratification and school board approval, if practical.
- C. There shall be supplemental contracts for specified co-curricular and supplemental assignments as herein provided. Such appointments to co-curricular special and supplemental assignments shall be for one (1) year and shall be consistent with statutory provisions. Supplemental contracts reflecting such appointments shall be issued no later than two (2) weeks following the assignment. In the event an educator is assigned to a supplemental, special, or extracurricular assignment and such educator is to be terminated and/or eliminated for the upcoming year, the educator shall be notified of the fact and the reasons thereof.

SECTION 3.7 – DUE PROCESS

- A. The specific grounds forming the basis for disciplinary action will be made available to the educator in writing upon request.
- B. The Employer agrees to follow a policy of progressive discipline, when appropriate, which may include verbal warnings, written reprimands, and suspension with pay. Further disciplinary action which may include suspension without pay, non-renewal, probation, or discharge will be pursuant to appropriate state statutes.
- C. An educator shall have the right to have one individual of his or her choice present when being formally reprimanded or disciplined.
- D. No educator shall be disciplined without just cause.

SECTION 3.8 – ACADEMIC FREEDOM

- A. Academic freedom shall be guaranteed to all educators within the scope of those areas reasonably relevant to the subject matter of the course being taught. Academic freedom includes the study, discussion, investigation, presentation or interpretation of facts, information, and ideas.

- B. Educators shall accept the responsibility of a commitment to the democratic tradition, the rights of students to learn, the pursuit of truth, and a concern for the welfare, growth, and development of students. Educators shall not use the classroom as a public forum to pursue student acceptance of the educator's personal philosophies and ideas. However, educators may voice their opinions of issues under investigation, study, or discussion by their students.
- C. Educators accept the responsibility to use discretion professionally to meet the needs of students within the scope of Board-adopted curriculum and programs.

SECTION 3.9 – FIRST AID TRAINING

In addition to a valid appropriate certificate, all educators are encouraged to maintain a current first aid card. The Employer will provide periodic opportunities for such training.

ARTICLE IV – LEAVES

SECTION 4.1 – SICK LEAVE

- A. At the beginning of each school year, each educator shall be credited with an advance illness, injury, or emergency leave (hereinafter referred to as sick leave) allotment of twelve (12) days with full pay pursuant to [RCW 28A.400.300](#). Should an educator resign or go into unpaid status 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 and hours worked per day. Educators employed after the beginning of the contract year shall receive a prorated number of sick leave days based on the number of contracted days and hours worked per day.
- B. The Employer shall provide each educator with a monthly report of his/her/their accumulated sick leave and all transactions concerning his/her/their sick leave hours/days within the period.
- C. Upon return to employment with the District, any former educator shall be credited with the balance of unused sick leave accumulated at the time of termination of his/her/their employment with the District.
- D. Educators who have exhausted their accumulated sick leave and who are unable to perform the duties because of personal illness, maternity, or other disability shall, upon request, be granted additional sick leave without pay for the duration of the current school year. Extensions of such leave for the following school year shall be applied for pursuant to Article IV, Section 4.8 Leave of Absence. Application for sick leave without pay and for renewal of sick leave without pay shall be made in writing to the superintendent accompanied by a doctor's verification and estimated time of recovery.
- E. An educator shall provide, when requested, reasonable proof of leaves taken for illness and injury after the fifth (5th) consecutive day of leave.
- F. Educators may cash-out unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the educator's option, he/she can cash-out his/her/their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation to the educator for each four (4) full days of accrued sick leave. The educator's sick leave accumulation shall be reduced four (4) days for each day compensated. Sick leave cash-out shall be in compliance with state law [RCW 28A.400.210](#).
- G. At the time of separation from school District employment, an eligible educator or the educator's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation to the educator for each four (4) full day's accrued sick leave for illness or injury. For the purposes of this paragraph, "eligible educator" shall be defined by [WAC 392-136-020](#).
- H. Additionally, the Association shall conduct an election to determine whether educators will participate in a VEBA plan for cash out of sick leave annually as well as at retirement or separation from the District. The District will

follow the State and Federal law regarding the implementation of the program, the eligibility for participation, and the determination of cash-out payment amounts.

SECTION 4.2 – PERSONAL LEAVE

- A. The Employer shall grant up to three (3) days personal leave with full pay per school year separate from sick leave. Personal leave may be used for any reason and no explanation shall be required. An educator desiring to use such leave shall give at least twenty-four (24) hours advance notice when possible. An educator may carry over two (2) personal leave days each year up to a maximum of five (5) days of personal leave per year. Personal leave days shall not be used on days immediately preceding or following school holidays or vacation periods, nor to extend other leaves, nor during the first or final week of school. Sufficient substitutes must be reasonably available for such leave to be granted. Educators employed after the start of the contract year or educators who are employed at a higher FTE at any time throughout the contract year shall receive a prorated number of personal leave days based on the number of compensated contract days per year and hours worked per day.
- B. Educators may apply to Human Resources to use a single personal leave day immediately before and after each holiday and during the first and last five days of school. This leave will be granted on a first-come, first-serve basis, is limited to one (1) use per educator per year and cannot be used to extend other personal leave requests. During these time periods, no more than eight (8) educators who require a substitute may use personal leave at one time.
- C. Educators may elect to use five (5) days of personal leave in one occurrence. This leave will be granted on a first-come, first-serve basis. This leave may be scheduled up to a year in advance and may not be used during the months of September or June or Parent—Teacher conferences. Such leave may not conflict with the building schedule of District and state assessments. No more than four (4) educators may use a five (5) day personal leave occurrence at one time.
- D. Exceptions may be made by Human Resources for religious holidays or extraordinary family-related events (e.g. weddings or graduations) where scheduling the event is outside the control of the educator.
- E. The Employer shall provide each educator with a monthly report of his/her/their accumulated personal leave and all transactions concerning his/her/their personal leave and all transactions concerns his/her/their personal leave hours/days within the period.

SECTION 4.3 – PARENTAL LEAVE

- A. **Pregnancy Disability, Adoptive, and Family Bonding Leave:** Such leave shall be granted in accordance with the sick leave provisions if an educator qualifies for such sick leave, pursuant to Section 4.1. If sick leave is exhausted, or if an educator no longer qualifies for such sick leave, the educator may opt to request childcare leave without pay pursuant to subsection B below. Educators may also have access to leave pursuant to FMLA (Family Medical Leave Act) and/or WA PFML (Washington Paid Family and Medical Leave). Upon request, an Educator may meet with Human Resources to discuss available options.
- B. **Childcare Leave:** Such leave shall be granted, upon request, as a leave of absence without pay for the duration of the current school year in which the birth or adoption occurred. In the event the birth or adoption occurs during non-contracted days between school years, the educator shall be granted, upon request, a parental leave of absence without pay up to the duration of the subsequent school year. The leave will depend on the availability of qualified educators' coverage. The Employer agrees that it will make every effort to find qualified staff coverage.

SECTION 4.4 – BEREAVEMENT LEAVE

- A. Up to five (5) days leave for the death of a spouse, domestic partner, mother, father, son, daughter, step-son, step-daughter, mother-in-law, father-in-law, sister, brother, grandparents, a member of the educator's household, or any family member as defined in [RCW 49.46.210](#) shall be granted.
- B. Up to one (1) day maximum leave for funerals of other relatives or close friends shall be granted.
- C. Such leave shall not be accumulated.
- D. If an educator needs more leave than provided in paragraph A or B, the educator shall contact Human Resources who will process the request for approval.

SECTION 4.5 – JUDICIAL LEAVE

In the event an educator subject to this Agreement is summoned to serve as a juror, or appear as a witness in court, or is named as a codefendant with the school District, he/she shall be granted leave for each day he/she is required in court. In the event that the educator is a party (plaintiff or defendant) in court action, a leave of absence shall be granted without pay.

SECTION 4.6 – RELIGIOUS OBSERVANCE LEAVE

In accordance with [RCW 1.16.050](#), employees are entitled to two (2) unpaid days of leave for a reason of faith or conscience as defined therein.

SECTION 4.7 – PROFESSIONAL CONFERENCES AND MEETINGS

All substitute, travel, and per diem expenses will be paid by the Employer in instances where the educator is requested by the Employer to represent the Employer at professional conferences, meetings, symposia, and seminars. Educators who voluntarily attend such meetings and conferences may be partially reimbursed for attendance at such activities subject to prior approval of the superintendent.

SECTION 4.8 – LEAVE OF ABSENCE

- A. Upon recommendation of the immediate supervisor through administrative channels to the superintendent, and upon approval of the Board of Directors, an educator may be granted an extended leave of absence for a period not to exceed one (1) year. Request is granted only for a specific period of time and, when granted, will be without compensation. Any request for extension of leave will be limited to one (1) additional year and for teaching abroad only.
- B. Leave under this section may be granted for:
 - 1. Teaching abroad (after serving in the District for at least four (4) years);
 - 2. Serious health conditions;
 - 3. Child care; and
 - 4. Study and research related to position held (after serving in the District for at least four (4) years)
- C. Educators returning from such leaves of absence shall be placed in the position last held or a similar position for which they are qualified, provided there is no reduction in force in effect for the ensuing year, in which case, they shall be placed in the employment pool (see Section 6.11). If the Employer fails to receive written notice of date of return by an educator on such leave prior to March 15th, no rights to reemployment shall be allowed under this Agreement.
- D. The Association shall be furnished a list of educators on temporary contracts.

SECTION 4.9 – MILITARY LEAVE

Any bargaining unit educator who is a member of the Washington National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States or of any organized reserve or armed force of the United States shall be entitled to and shall be granted military leave of absence from their assignment pursuant to [RCW 38.40.060](#) and federal laws. Such leave shall be granted in order that the person may take part in active training in such manner and at such time as they may be ordered to active training duty.

Such military leave of absence shall be in addition to any vacation or sick leave to which the educator might otherwise be entitled and shall not involve any loss of efficiency rating, privileges, or pay. Every effort shall be made by the educator to schedule absences outside of the school year.

SECTION 4.10 – SICK LEAVE SHARE

- A. As referenced in [WAC 392.136A.030](#), educators are granted the right to donate sick leave to come to the aid of another employee when:
1. The employee, or a relative or household member of the employee, suffers from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature;
 2. The employee has been called to service in the uniformed services;
 3. The employee is a current member of the uniformed services or is a veteran as defined under law, and is attending medical appointments or treatments for a service-connected injury or disability;
 4. The employee is a spouse of a current member of the uniformed services or a veteran who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointments or treatments.
 5. A state of emergency has been declared anywhere within the United States by the Federal or any State government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his/her/their services to either a governmental agency or to a non-profit organization engaged in humanitarian relief in the devastated area, and the governmental agency or non-profit organization accepts the employee's offer of volunteer services;
 6. The employee is a victim of domestic violence, sexual assault, or stalking;
 7. The employee needs the time for parental leave; or
 8. The employee is sick or temporarily disabled because of pregnancy disability
- B. See [WAC 357-31-395](#) for definitions related to this section. Employees are eligible to receive leave in the above circumstances when the employee has or will shortly deplete all of their paid leave. However, employees who receive shared leave for parental leave or for sickness or temporary disability due to pregnancy disability are not required to deplete the employee's sick leave and may maintain up to forty (40) hours of sick leave in accordance with [WAC 392-136A-040](#).
- C. Sick Leave as referenced in [WAC 392-136A-020](#) means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized in [RCW 28A.400.300\(2\)\(c\)](#). As used in this section, the term extraordinary or severe means serious or extreme and/or life threatening as authorized in [WAC 392-136A-020](#). Household members as referenced in [WAC 392-136A-020](#) means those persons who reside in the same home as a family unit. This term shall include foster children and legal wards even if they do not live in the household.
- D. In no event may an educator request a transfer that would result in his/her/their sick leave accumulation going below twenty-two (22) days.
- E. An educator who has an accumulated sick leave balance of more than twenty-two (22) days may transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing.
- F. Such a transfer of leave must be made for the benefit of a designated employee.
- G. Transferred days shall be deducted from the educator's sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred.
- H. The leave recipient shall be paid his or her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the donor to the recipient. The leave received shall be coded as shared leave and shall be maintained separately from all other leave balances. In the event the Employer determines that unused shared leave should be returned to leave donors, the Employer shall develop a plan for prorated return of sick leave ([WAC 392-136A-070](#)).
- I. Sick leave includes leave accrued pursuant to the RCW's with compensation for illness, injury, and emergencies.
- J. Educators are eligible for receiving shared leave when qualifications in subsection A above are met. Application for shared leave shall be made in writing to the superintendent accompanied by a medical doctor's verification. Extensions for the following school year shall be applied for pursuant to Section 4.8.
- K. While an educator on leave is 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 educator would normally receive if using accrued annual leave or sick leave.

- L. Additional expenditures for substitutes and benefits costs not reimbursed by state funds will be deducted from the donated sick leave.
- M. The District/Association Committee will set up procedures, review the requests, and make final recommendations. This provision will follow the regulations established in [WAC 392-126](#).

SECTION 4.11 – FAMILY AND MEDICAL LEAVE ACT (FMLA)

The District will comply with the FMLA pursuant to the school District policy.

SECTION 4.12 – PAID FAMILY MEDICAL LEAVE (PFML)

Employees will be provided Paid Family and Medical Leave (PFML) benefits as allowed by law. The District and employee shall pay the premiums in accordance with the default apportionment in state law. The District will annually notify employees about the eligibility, benefits, and uses available under PFML.

ARTICLE V – WORKING CONDITIONS

SECTION 5.1 – WORK YEAR

The work year shall be one hundred eighty (180) days plus the professional learning days funded by the State. Employee compensation shall be on the attached Salary Schedule in Appendix A for the 2022-2023 school year. In the 2023-24 and 2024-25 school years, the base contract amounts on Appendix A will be adjusted by the state funded inflationary adjustment. In addition, for the 2023-24 school year, the MA-45 Step 21 year step will be eliminated and the MA-90 Step 22 will be eliminated. In addition, in the 2024-25 school years, the MA-90 Step 21 will be eliminated.

SECTION 5.2 – PROFESSIONAL EDUCATOR COMPENSATION

A. Intent

1. The focus of an educator’s job has changed in recent years from one defined by time expectations to one that emphasizes responsibility and accountability. The amount of time and effort required to ensure student success will vary by student, assignment, and educator. Our educational community is accountable for student learning and recognize that time and effort will be required beyond the workday to achieve success for all students.
2. Improving student learning requires an articulated, student-centered curriculum and a common focus of a building’s educators on the goals and plans to implement this curriculum. Such focus requires leadership and coordination of plans across an entire school building and across the District. The District and Association, therefore, have decided to allocate District resources in a manner that compensates educators for learning and implementing the articulated curriculum as focused and coordinated by the District leadership (Part B below).

B. Base Contract

The parties recognize that an educator’s job responsibilities fall outside of the student day. The role of a professional educator includes the effective instruction and assessment of students in addition to the responsibilities of being an active part of our educational community. This includes, but is not limited to:

1. Preparation of the classroom or workspace before, after, and during the school year for quality instruction or support of instruction;
2. Participation in self-selected or optional District professional growth activities such as workshops, classes, conferences, seminars, or research projects;
3. Participation in a reasonable and equitable number of department, building, and District task forces, committees and building goal activities;
4. Individualized/additional instruction or service to students or groups of students;

5. Fulfillment of additional contract expectations that fall outside the regular workday such as student assessments, adaptation of instruction and curriculum, participation in meetings regarding students (such as IEP, 504, and other meetings regarding student support) as may be appropriate to the educator's assignment, and communication with parents and students; See Sections 5.8 and 5.34; and
6. Participation in a reasonable and equitable number, as determined by a building's leadership team, of student supervision and building events that occur outside of the instructional day.

C. **Professional Learning Days**

1. **Base Contract Days (3 Days):** In accordance with Section 5.1, three (3) days of the educator's base contract shall be considered professional learning days. These days are District-directed for the purpose of improving student learning and are jointly calendared to occur the week prior to the start of school. A part-time educator is eligible to work and receive pay for these days based on a 1.00 full-time equivalency (FTE), however, part-time employees are required to participate in the mandatory base contract professional learning days in entirety and timesheet for any extra hours.
2. **Optional Professional Learning Days (4 Days):** Two (2) additional optional professional learning days will be scheduled on non-student workdays on the school calendar for professional development: (a) Building Flex-Day and (b) Building Professional Day. In addition, educators may work fifteen (15) hours of (c) Self-Directed Professional Hours as described below.
 - a. **Building Flex Day (1 Day):** The building leadership team and the building principal, working together, will develop a plan for 7.5 hours of building professional activities. If buildings wish to calendar this day, the BLT will set a date for the Building Flex Day prior to the end of the preceding school year and develop a clear process for employees to make up the day who are unable to attend. Educators who choose to participate in the planned activities on these days will document their participation. When planning activities, the building shall consider the relevancy of the activities to the assignments of all certificated educators in the building, including ESA certificated educators and other specialists, and may choose to plan or approve alternative activities for individuals or subgroups. Examples of activities which the building may choose to plan on these days include, but are not limited to, staff development, classes, instruction and curriculum planning, student assessment, department, grade level, or vertical collegial planning, and communication or planning of District procedures, changes and strategic goals.
 - b. **Building Professional Day (January/March Day) (1 Day):** This District/Building-directed professional development day will be scheduled on the District calendar. Educators who choose to participate in the planned activities on these days will document their participation. Compensation for these days will be at the educator's per diem rate of pay and paid as worked. A part-time educator is eligible to work and receive pay for these days based on a 1.00 full-time equivalency (FTE).
 - c. **Self-Directed Hours (2 Days):** An educator may work fifteen (15) hours outside the workday of self-directed professional development aligned with approved educator goals or District/building initiatives and approved by a building administrator. Educators who choose to participate in the planned activities on these days will document their participation. These self-directed professional development hours may be worked in August prior to the start of the school year including employees who are new hires to the District. Employees working these days in August must record to which fiscal year's allocation it should be attributed.
3. All professional days, outside the base contract, are optional and are paid as worked. Educators not working these days will not be paid for these days. Compensation for these days will be at the educator's per diem rate of pay and paid as worked. A part-time educator is eligible to work and receive pay for these days based on a 1.00 full-time equivalency (FTE).

D. **Non-Student Day**

A non-student day will be scheduled mid-year for the purpose of semester transition. Educators are not required to work this day and any work responsibilities on this day are considered compensated within the educator's base salary.

SECTION 5.3 – WORKDAY

The normal workday is seven and one-half (7.5) hours per day inclusive of a thirty (30) minute duty-free lunch period and a preparation time as referred to in Section 5.5. Such day shall normally commence one-half hour before the instructional day observed by the individual school but may vary by mutual agreement between the educator and the building administrator. The parties recognize that the normal working hours of an educator vary based on the educator's professional responsibilities. Common practice is that elementary school students will enter classrooms no more than ten minutes prior to the start of the student today.

Certain responsibilities need to be balanced during an ESA (including counselors) educator's workday/work week. They include student assessment, direct service to students, preparation time, report writing, IEP/educator/paraprofessional consultation, thirty (30) minute duty-free lunch and travel.

SECTION 5.4 – CONSECUTIVE MINUTES

An educator shall not be required to teach more than one hundred eighty (180) consecutive minutes without a break or lunch or recess.

While the five-minute passing time may be considered a break, secondary principals will attempt to schedule educators so that preparation time or lunch periods are provided to avoid teaching more than three (3) consecutive periods.

Whenever possible, elementary principals will schedule five (5) minutes of passing time in between specialist classes.

SECTION 5.5 – PREPARATION TIME

Preparation time is a vital part of each educator's day and will be protected by the contract. Building administrators will make every effort to schedule team meetings outside of an individual educator's planning time.

- A. Each middle school and high school educator shall normally be provided with a daily preparation time equivalent to a class period.
- B. Full-time secondary classroom educators who have been assigned teaching duties in two (2) buildings which require travel during the regular school day shall be considered to have additional duties equivalent to what each would have done during the regular school day. Compensation for such duties shall be at their per diem rate of pay for forty (40) minutes per day. Less than full-time secondary classroom educators shall receive compensation on a pro rata basis to their FTE. In lieu of such pay, the educator, and the superintendent (or designee) may mutually agree to assignment of one (1) less teaching period instead of the above compensation.
- C. The individual total elementary educator preparation time shall normally not be less than an average of 240 minutes per week, exclusive of 30 minutes before and after school subject to the following provisions:
 1. Preparation shall be at least 30 continuous minutes per day four days per week;
 2. Part-time educators will receive a pro-rata amount of the 240 minutes per week;
 3. An elementary educator's total instructional time with students shall not exceed an average of 300 minutes per day;
 4. Any recesses scheduled by the District shall be duty free; Recesses designed to provide educators with preparation time must be at least fifteen (15) minutes with a goal of twenty minutes for consistency district-wide;
 5. All certificated educators shall plan with the building administration in their school for preparation time;
- D. The preparation time language above applies to all PEA members, including ESA/specialists. It is acknowledged that ESA's are responsible for scheduling their preparation time within their service schedule. Prior to the start of each school year, each building shall have a shared document which outlines the preparation time and locations and duty-free lunch time for each employee regularly assigned to the building. For special programs staff, buildings should also designate a backup plan when regular preparation time arrangements cannot be met. BLT will review each of the planning time schedules and ensure that all employees are allowed the contractually specified minutes.

- E. Specialists will be funded on a formula of one (1) specialist for every six (6) classrooms. During the school day specialists will be expected to supervise extra activities, as schedules allow, to meet the needs of students. Extra activities will not require additional preparation by the specialists. Time spent in extra activities or transition time (Section 5.4) shall not be considered the educator’s planning time.
- F. Preparation Time Waiver
 - 1. Any individual educator action to waive daily preparation time must be voluntary. There will be no coercion or pressure put upon the educator to accept a supplemental contract to teach during their preparation time.
 - 2. The District/Association Committee will review any requests to waive daily preparation time and make a determination on a case-by-case basis. All waivers agreed to must be approved through the Association’s designated procedures. The determination on any individual case will not set a precedent for a future decision.
 - 3. The parties agree to meet within five (5) school business days of receipt of the waiver request to determine the timeline for consideration and/or approval.
 - 4. If an educator accepts a supplemental contract to teach during her/his school preparation time, it is expected that they will carry out normal preparation work outside of the regular school day.

SECTION 5.6 – CLASS SIZE

- A. Efforts shall be made to distribute students among classes in a deliberate manner aimed at an equitable distribution of educator workload while still meeting the educational needs of students. The Employer and the Association agree that class sizes shall be maintained to meet the following standards, except in traditionally large group instruction classes such as music, ROTC or other classes, as mutually agreed upon by the parties:

1. Transitional K	.....	18 pupils per classroom
2. Grades K – 1	.....	20 (goal) 22 (maximum) pupils per classroom
3. Grades 2 - 3	.....	23 pupils per classroom
4. Grade 4	.....	28 pupils per classroom
5. Grade 5	.....	28 pupils per classroom
6. Grades 6 – 12	.....	30 (goal), 32 (maximum) pupils per classroom
7. PE Grades 6 – 12	.....	38 (FTE) pupils per classroom

- B. The Employer will be mindful when assigning students to classrooms and make reasonable attempts to reduce class size or provide other assistance for classes with students with additional needs, and/or classes which have split grades, and/or situations where facilities have restricted space, and/or secondary classes which are writing intensive.
- C. For split or multi-age classrooms, the lowest grade assigned to the class will be used as the class size goal/maximum.
- D. When a class size exceeds the maximum levels after October 1st, the educator will either accept overload payment or the principal, educator and building representative are encouraged to consider alternative creative solutions for overload relief to design a mutually agreed upon solution which may include, but is not limited to, the following options:
 - 1. Redistribution of students;
 - 2. Create or dissolve combination classrooms;
 - 3. Employ additional educators/classroom specialists to reduce the size of instructional groups or increase planning time;
 - 4. Employ classroom Paraeducators;
 - 5. Professional development;
 - 6. Additional instructional tools;
 - 7. Release time
- E. Overload pay is set at the following amounts:
 - 1. Elementary Schools: \$9.00 per student per day
 - 2. Elementary Specialists: \$4.50 per student per section per day

3. Secondary Schools: \$4.50 per student per class period per day

Any educator receiving overload pay will submit a form to the building administrator on a monthly basis verifying that the class size remains in overload.

- F. Should class size exceed the above maximums, the superintendent or designee, in consultation with principals, and the affected educators will consider and implement one (1) of mutually agreed upon solutions within ten (10) school days of the overload (except on the first day of the school year, when the time limit shall be fifteen (15) school days). Prior to the implementation of a final solution, a temporary solution may be implemented. If the affected educator objects to the chosen solution (or lack thereof) or the solution is not effective, an appeal can be made in writing to the District level. Within ten (10) school days of receipt of such an appeal, the superintendent or designee shall render a decision and respond in writing to the educator making the appeal. Prior to making said decision, the superintendent or designee shall meet with the affected educator, and the building principal.
- G. Inclusive Models
1. RESOURCE - Each spring, secondary building administrators will meet with special education resource teachers and a special education administrator from Student Services to discuss the special education service delivery model and continuum of services. Administrators will make every effort to maintain resource class sizes under twenty (20) students in an effort to aid in service delivery. The continuum of services may include co-taught classes, special education classes, learning labs and/or specially designed instruction (SDI) /push-in period. Decisions should be reviewed annually and determined based on student needs, least restrictive environment considerations, state and federal guidelines, compliance requirements as interpreted and communicated by Student Services and must be within the annual special education staffing allocation.
 2. CO-TEACH - The District is committed to exploring and implementing a variety of research-based inclusionary practices to ensure the success of all students.

One approach that has been determined to be effective is a co-teaching model. Co-teaching is defined as two educators working together with groups of students sharing the planning, organization and assessment of instruction as well as the physical space. When a co-teaching model is implemented in a building, co-teachers will share responsibilities for instruction of students in a classroom. In recognition of this shared responsibility, common planning time is essential for the success of the educators implementing this model. Consideration will be given to the composition of the students and staff assigned to this classroom needed to best support inclusionary practices. In addition, these educators will be provided with District-provided training and professional development and resources. Such training and resources will be provided in a manner and on a timely basis to support educator and student success.

SECTION 5.7 – SCHOOL RELATED ACTIVITIES

- A. It is recognized that educator attendance in faculty meetings, parent-teacher conferences as scheduled on the District calendar and open house is required. The Building Administrator will provide a schedule of required faculty meetings. Required faculty meetings outside of collaboration Wednesdays shall be limited to no more than one (1) hour per month, except for unplanned emergencies beyond the control of the building administrator.
- B. Elementary and middle school conferences will be scheduled as five (5) consecutive workdays as scheduled on the District calendar. One (1) day will be a normal educator workday with daytime conferences. Two (2) days are to be extended to provide parents evening conference opportunities. The final two (2) days will be scheduled as early release for educators. The expectation being that all educators shall be in attendance for conferences. Part-time educators will work with their principal to schedule attendance at the conferences. Part-time educators who are expected to be at conferences will be compensated for additional hours worked beyond their normal workday.

SECTION 5.8 – IEP DEVELOPMENT/CONFERENCES

For activities which extend beyond the normal work day, each special education educator, school psychologist, mental health specialist, SLP, and OT/PT shall receive a stipend of \$2300 (pro-rated by FTE) to research and compile information for IEP paperwork, attend IEP and MDT meetings, and complete parent involvement activities. If a special

education educator feels that they have to participate in a high number (frequency and/or duration) of student-related meetings, the educator may meet with the building principal and Association representative to discuss options for workload relief including options for rotating meeting attendance, release time, scheduling support. This stipend shall be increased by the state-funded inflationary adjustment in the 2023-24 and 2024-25 school year.

WA-AIM, the alternative to the State Assessment may be required by the IEP. Educators coordinating the student's WA-AIM shall be provided time within the workday, or per diem compensation outside the workday or a combination, at the educator's discretion, on the following basis: 1 WA-AIM: 3 hours.

SECTION 5.9 – LESSON PLANS

Educators responsible for the instruction of students shall prepare lesson plans, the form and content of which will remain discretionary with the educator. Lesson plans will be made available to the principal upon request. There will be no requirement of a regular and periodic submission of lesson plans unless an educator is placed on plan of improvement/probation or in instances involving progressive discipline in accordance with this Agreement.

An educator absent five (5) days or less shall make lesson plans available to the substitute(s). Such plans shall contain basic information with which the substitute(s) can conduct the class(es). After the fifth day, the educator following notification to the school administrator, may have the substitute(s) prepare subsequent lesson plans during the period of the absence.

SECTION 5.10 – PARKING

Parking facilities shall be provided for educator use. Priority in parking shall be given to educator over students.

SECTION 5.11 – COLLECTION OF MONIES

The Employer shall not require educators to collect money for any activities. Educators shall not collect funds for any educational activity or program without the knowledge and consent of the appropriate supervisor or administrator. If an educator has administrative approval to collect funds, and a loss through burglary or theft should occur, the educator shall be held harmless and be fully indemnified by the Employer for such loss.

SECTION 5.12 – DEANS OF STUDENTS, INSTRUCTIONAL FACILITATORS & BEHAVIOR SPECIALISTS

- A. **Deans of Students:** Educators assigned to be dean will receive a stipend of \$5000 to recognize extra work duties, including but not limited to educator in charge, supervision of a reasonable number of evening events, bus supervision, BLT and the evaluation of classified employees. This stipend shall be increased by the state-funded inflationary adjustment in the 2024-25 school year only.
- B. **Instructional Facilitators and Behavior Specialists:** Instructional facilitators and Behavior Specialists will receive an additional stipend of \$4220 to acknowledge work outside of their base contracted year, i.e. student breaks. Educators will work with their supervisor regarding scheduling their work outside of the base contracted year. Others who plan for and provide professional development for colleagues where the planning/providing of the professional development takes place outside of the base contracted year should refer to Section 5.19. These educators shall request pre-approval from their supervisor in writing prior to engaging in the planning for the professional development. This stipend shall be increased by the state-funded inflationary adjustment in the 2023-24 and 2024-25 school year.

SECTION 5.13 – TEACHING TEAMS

Principals shall receive input from affected educator(s) prior to forming a teaching team and prior to the determination of the team member's responsibilities.



SECTION 5.14 – COVERING CLASSES

- A. Educators are entitled to additional pay for covering classes. Educators may be required to use two (2) paid preparation times per year to cover classes. Such preparation times shall be used for any uncovered classes. Situations requiring coverage may include field trips, co-curricular activities, emergencies, substitute shortage, or when an educator becomes ill at school.
1. After the two (2) required paid coverages, if volunteers are not available, educators can be assigned additional coverages. The Employer will attempt to equalize the assignment of substitute duties.
 2. The rate of pay for all class coverage is \$37 per hour. Arrangement for class coverage shall be made only with prior knowledge and consent of the building principal or designee. All non-classroom educators who are required to cover classes will be paid at the rate of \$37 per hour. This rate shall annually be increased by the state-funded inflationary adjustment.
 3. Educator substitution will be documented on a time sheet.
- B. If no other option is available, students may be reassigned to other certificated educators. Certificated educators assigned a full class (specialist coverage) will be paid at \$37 per hour. Educators who split a rostered class of students will divide \$222 between the covering educators. This rate shall annually be increased by the state-funded inflationary adjustment.

SECTION 5.15 – STUDENT EDUCATORS

No educator, without his or her prior approval, may be assigned a student educator. Educators may at any time after assignment of a student educator terminate such assignment when, in the opinion of the supervising educator and principal, continuation would not be in the best interest of the classroom students. Such decision shall be in writing after a conference with the student educator.

Educators who have student educators maintain full responsibility for their students' instructional program and are not to be assigned additional duties unless mutually agreeable with the principal. Educators are to be in their respective building or at such other place as approved in advance by their supervisor, working on appropriate tasks when assigned student educators.

Educators must have the prior approval of their principal and/or the District administration before having a student educator assigned.

The Employer and/or principal may reject any and all student educators at any time when their placement would not be in the best interest of the District.

SECTION 5.16 – STUDENT DISCIPLINE AND BEHAVIOR SYSTEMS

- A. The parties recognize a joint obligation to establish, teach, and expect acceptable behavior on the part of all students who attend schools in the District. Discipline will be enforced equitably and consistent with applicable Federal and State laws and provisions of the Agreement.
- B. In the exercise of authority by staff to maintain behavior expectations and a safe educational environment, staff must use reasonable and professional judgment concerning matters not provided by specific policies adopted by the Board and not inconsistent with Federal and State laws or regulations and provisions of this Agreement. An educator shall have the right to remove a student from class for behavioral violations that disrupt the educational process subject to the requirements of [WAC 392-400-330](#) and [RCW 28A.600.020](#) and shall include the requirement that the administrator confer with the educator prior to the return of the student or within two (2) days.
- C. The parties mutually agree to enforce policies and procedures for discipline as outlined in District Policy 3200, Student Rights and Responsibilities Handbook, and appropriate state statutes. Prior to the start of the school year,

the building disciplinary standards and uniform enforcement of those standards, as outlined in the Student Rights and Responsibilities Handbook, will be reviewed.

- D. The District's Discipline Committee will convene at least annually to review discipline policies and procedures, as defined in Policy 3241, and review all relevant District-wide discipline and behavior data. The Association shall be notified and will appoint a member(s) to said committee.
- E. Operating within District adopted protocols, the Building Leadership Teams will work in collaboration with staff teams to help determine the systemic approach the building will adopt to address behavior management through MTSS (Multi-Tiered System of Support) and consistent culturally responsive and inclusionary instructional practices throughout the year. This includes reviewing building discipline data collected using consistent District forms and requirements, as well as creating a system for appropriate and timely communication to educators regarding responsive actions taken.
- F. The District recognizes that at times incidents may require recovery time following a traumatic incident or event. Building teams will work together to develop a support system for educators experiencing a traumatic event when educators express a need for such support (minor or major incidents). A respite plan for educators who have experienced a traumatic event may alleviate the requirement to immediately return to the classroom and a plan on how to address witnessing students.

SECTION 5.17 – STUDENT SUCCESS SUPPORT SYSTEMS

A Multi-Tiered System of Support (MTSS) is an academic and social/emotional learning service delivery framework focused on prevention and problem solving for all students. The District has embarked on a journey to intentionally support ALL students in their growth both academically as well in students' social-emotional development. MTSS is the vehicle through which this work is to be accomplished. One hallmark of an effective MTSS framework is a well-developed and effective Tier 1 where all students are able to have their academic and social-emotional needs addressed. In furtherance of this work, The District will form a MTSS advisory committee with PEA appointed representation from elementary, middle, and high school and an additional staff member from the Association.

SECTION 5.18 – DISPENSING OF MEDICATION AND MEDICAL FUNCTIONS

No educator, except the nurse, shall be required by the Employer to dispense or administer medication or perform any other medical function. Should any educator, as allowed by state law, agree voluntarily to dispense such medication, or administer first aid, the Employer agrees to totally indemnify and hold harmless within the limits of District insurance. Such voluntary educator must give the Employer prior notice and receive prior approval before dispensing medication.

SECTION 5.19 – ADDITIONAL HOURS

Educators shall be compensated for District pre-approved additional work at the rates and types described below. In advance of the work, educators shall be informed if this time will be additional compensation. District-directed professional development and work shall be paid at the rate of \$37 per hour. This rate shall annually be increased by the state-funded inflationary adjustment.

Educators attending mandatory trainings outside of the regular workday shall be paid at this rate per hour. If the mandatory training requires an overnight stay, the educator shall be paid at a daily rate of \$150/day.

Educators attending voluntary training shall not be provided additional compensation, but such trainings, e.g. PSD Learns, are appropriate hours for fulfillment of self-directed professional development under Section 5.2.C.4.

Presenters and planners of District-sponsored training will be paid at a rate of 1.5 times this rate for every hour of new presentation creation in addition to the time spent presenting. This shall not apply to instructional facilitators.

SECTION 5.20 – CLASSROOM VISITATION

Visitors will be requested to arrange visitations in advance through the school office. Educators shall also maintain the right to require that any visitor go to the office for purposes of identification. In addition, visitors will be encouraged to confer with the school staff member after the visit.

SECTION 5.21 – ASSIGNMENT AND TRANSFER

A. Definitions

For the purposes of this section only, assignment and reassignment refer to changes within one school building and transfers refer to changes between buildings.

B. Educator Assignment

Educators shall be assigned to best serve the needs of the Employer and consistent with the regulations of the State Board of Education and this Agreement. In assigning secondary course preparations, each building shall have the goal of balancing the number of preparations among educators in the same department. Educators shall be notified in writing no later than the end of school year of their tentative teaching assignment for the following year. Changes in such assignment shall only be made in the event of program, personnel or enrollment changes, or any other emergency.

If changes to such assignments are made after August 15th, an educator may request up to two (2) release days or two (2) days of per diem compensation to prepare for curricular changes subject to the determination of the Employer of the need for such planning days.

C. Voluntary Transfer

The Employer and Association recognize that their obligation is to consider the needs and interests of the students. The Employer and Association also recognize it is desirable to consider the interests and aspirations of its educators in making transfers to a new or vacant position. For educators desiring to transfer to a new or vacant position, the following criteria will apply (if the vacancy or new position is not a mid-year opening as defined in Section D below):

1. Educator certification and endorsements;
2. Qualifications of the educators as applicable to the requirement of the position including possession of needed specialized instructional skills, such as language proficiency, relevant training, and experience in the level and/or subject matter of the open position;
3. Recommendations based on successful teaching experiences; and
4. **Seniority:** When considering assignments, educators within the building shall have first notification and consideration. If the position is not filled through an in-building reassignment, then a pool of candidates will be created for each open position. For any open position at least the three (3) most senior in-District educators meeting the above criteria shall be selected for interview.

If through the selection process abilities, qualifications, and performance are considered equal, preference will be given according to seniority, involuntary transfer status, temporary contract status, and outside candidates, in the that order. Interested educator have the right to request and review the announced position's description and the criteria used for selection. Interested educators must make written application to the Human Resources Department to be considered. Notification of acceptance or non-acceptance will be given to those interviewed within a reasonable period of time.

D. Mid-year Openings and Transfers

Any position which opens after the first 10 school days and before the last day of classes may be filled in a manner similar to that set forth above. However, in the event that the building or program administrator(s) believe that such a transfer would prove too disruptive to student learning, then the selected applicant may be required to remain in their current contractual position until the school year ends. In this event, the position reserved for the selected applicant will be filled on an interim basis.

E. Retraining Program

If an educator is at risk of being involuntarily transferred outside of a demonstrated area of competence due to:

1. Enrollment pattern changes, or

2. Changes in program course offerings

Then the Employer may require such educator to participate in a retraining program with the cost of the tuition, out of District mileage, and required books for such re-training, if applicable, at the District's expense. Retraining shall be in a mutually agreed upon area of study that will qualify the educator to teach in a subject area that fits the needs of the Employer. This study could include but is not limited to tutoring, workshops, and/or regular course work. For the purpose of this section only, "outside a demonstrated area of competence" shall refer to a situation where an educator does not qualify under any of the following:

1. A major or minor in area of proposed reassignment;
2. Ability to qualify for endorsement in area of reassignment, under current SPI regulations, even if the educator's certificate does not require such endorsement;
3. Successful teaching experience in area of reassignment within three (3) prior years. Upon request of the educator, this determination will be reviewed by the Employer and the Association.

F. **Involuntary Transfer**

All educators are subject to involuntary transfer. Such transfer will be in the best interest of the District. In considering the best interest of the District, the needs of the building, educators and students involved shall be reviewed by the Employer. Such decision shall not be arbitrary, capricious, or unlawfully discriminatory (areas addressed in discrimination law). When involuntary transfers are necessary, the following will be observed:

1. Whenever possible, the transferred educator shall be assigned to a position within his or her area of competence, major/minor area of preparation or experience.
2. Upon request, the transferred educator may meet with the superintendent or designee and will receive a reason for the transfer.
3. Educators subject to involuntary transfer may make their interests and aspirations known, and they will be given due consideration.
4. All academic qualifications and instructional experience being equal, the least senior educator will be subject to involuntary transfer.

G. **Posting Procedures**

1. Building reassignments may occur up to the last day of the school year. Building reassignments will be posted within a building by the principal seven (7) calendar days prior to the finalization of reassignment.
2. If a position is not filled as a building reassignment, it shall be posted as a vacancy by the District Human Resources Office for voluntary transfer and/or external hiring. After the last day of the school year, all positions shall be posted as a vacancy.
3. Any posted vacancy or position will clearly set forth special qualifications for the position and procedures for applying.
4. At the time a specific position or vacancy is filled, all applicants must reapply for new openings as they occur.
5. During the summer the Employer will furnish all bargaining unit vacancies and new position listings to those educators who notify the Human Resources Office and furnish self-addressed, stamped envelopes.
6. During the interview process, reasonable effort will be made to include on the interview team at least one (1) certificated educator from the grade level, team, or department with the vacancy.

SECTION 5.22 – PART-TIME TEACHING POSITIONS AND JOB SHARING

The Employer will attempt to grant fractional time teaching positions when requested by educator(s).

SECTION 5.23 – BUILDING BASED DECISION-MAKING TEAM

Each building/site will have a building based decision-making team called the Building Leadership Team (BLT) Meetings shall be convened at times that are open to all building educators. Parameters for the BLT decision making will include the following:

1. Legal – decisions must comply with Federal, State, and local laws and procedures.
2. Fiscal – decisions cannot be made to overspend the site's budget or encumber any budget not under the site's authority.

3. Organizational Direction – decisions shall align with the District mission and goals.
4. Contracts – decisions must comply with negotiated contract.
5. Policy and Procedures – decisions must comply with District policies and procedures.
6. Culture of Inclusiveness – decisions must be culturally responsive with a lens of equity
7. Other Sites and Departments – decisions must not impact other sites or departments without approval from the affected sites and/or departments.

The BLT is focused on two equal endeavors: (1) joint planning and logistical problem-solving processes that seeks to improve the quality of working life and educational environment for students and staff and; (2) instructional leadership, supporting school improvement goals, and implementing professional development that focuses on student achievement. The team is comprised of building representatives who are responsible for the implementation of decisions that are based in research and best practices in order to best meet the needs of students. In a BLT role, team members are expected to exemplify and demonstrate criteria such as:

1. Exhibiting collaborative and collegial practices and focused on improving instructional practices, student learning, knowledge of educational pedagogy and addressing a diverse student population.
2. Building relationships with colleagues that are characterized by mutual support and cooperation.
3. Promoting a culture of professional inquiry.
4. Making a substantial contribution to the school and district community.
5. Actively seeks, receives, and communicates feedback to and from colleagues.
6. Play an active role in order to contribute to the building leadership team.
7. Demonstrating knowledge of students.

The team will seek and provide input, collaborate, and build consensus on relevant topics including, but not limited to:

- ▶ Use of Building discretionary budgets
- ▶ Impact of proposed/approved grants
- ▶ Monitoring & supporting a positive building climate & culture
- ▶ Building procedures which aren't governed by the School Board or contract (CBA)
- ▶ Testing planning & scheduling within District parameters
- ▶ Course registration scheduling
- ▶ Schedules (Daily & Master)
- ▶ MTSS implementation at the building level
- ▶ Building calendar including the scheduling, planning, & staffing for events
- ▶ Building space appropriation & usage
- ▶ Work in collaboration with staff teams to help determine the systemic approach the building will adopt to address behavior management throughout the year, in accordance with Section 5.16 of the CBA
- ▶ Review building discipline data & create a system for appropriate communications to educators regarding disciplinary actions & a support plan for staff & students impacted by a disruption to the environment
- ▶ Research & implement evidence based instructional strategies
- ▶ Facilitate goals based on grade levels and/or department goals
- ▶ Promote & deliver professional development opportunities
- ▶ Plan flexible BPD day(s) with options that meet all job alike needs
- ▶ Student pickup and drop off procedures including plan for late pickup/early arrival (elementary schools)
- ▶ Collaboration (CW) calendar planning
- ▶ Analyze student & staff data
- ▶ Ensuring that equity, diversity, and inclusion are at the forefront of all building decisions
- ▶ That staff and student wellness is prioritized and is supported by building leaders

- A. The Building Learning Team (BLT) will meet regularly and hold meetings that are open to all educators. Each team will create a communication model that will define a method for regular two-way communication between the team and the building staff. The communication model will be presented to staff on a yearly basis for two-way

communication between their constituents and the BLT ensuring decisions are reported back and all voices are heard in the process.

- B. Each team will be comprised of these members of the school community, if possible:
1. Administrator (minimum of one)
 2. Dean (Section 5.12 provides for compensation recognition)
 3. Classified Staff (minimum of one)
 4. Certificated Staff (Stipend in PEA Activities Salary Schedule Appendix B)
 - a. Elementary schools and HBHS/GVA will have at least 6 and up to 10 stipended positions on the team. This will include representatives in EDI, MTSS, and a Wellness representative. If possible, each grade level and student services representative will be designated on the committee.
 - b. Middle schools will have at least 7 stipends and up to 12 stipended positions on the team. This will include representatives in EDI, MTSS, and a Wellness representative. If possible, each content area and student services representative will be designated on the committee.
 - c. Comprehensive High School will have at least 10 stipends and up to 14 stipended positions on the team. This will include representatives in EDI, MTSS, and a Wellness representative. If possible, each subject area and student services representative will be designated on the committee.PEA will be responsible for the selection and the reimbursement for costs associated with the wellness representative(s) for the duration of the NEA GPS grant.
- C. Certificated representatives will be nominated and elected annually each June by stakeholder groups within the building. In the event that a member of the BLT is not meeting the responsibilities of team membership or otherwise following the BLT norms, the principal will meet with the individual, and a building representative, to discuss the needed areas of improvement or to discuss the need to modify the employee's membership status.
1. Building wide Specialty Representatives
EDI/Wellness/MTSS are envisioned as stand-alone positions focused on supporting the building and being a liaison with larger district level committee work; however most of these representatives may fulfill dual roles representing another stakeholder group. It is important for EDI, MTSS and Wellness representatives to understand they will have meetings outside the BLT and a responsibility to engage the building in district level work supporting these areas.
- D. **The BLT Handbook** will guide the work of the BLT. DAC will update and review the handbook by May of each year. The BLT handbook will include:
1. This section 5.23 of the CBA
 2. Clearly defined roles and responsibilities of representatives
 3. Pre-published agendas for each meeting
 4. Representation
 5. The process for nomination and election
 6. How to submit issues/topics for discussion
 7. Minutes/Notes from meetings
 8. Calendar of proposed meeting dates
 9. Meeting Norms
 10. Consensus Decision-making model
 11. Yearly goals
 12. Assessment of goal achievements and of team accountability
 13. List of topics for consideration during the fall, winter and spring
- E. Stipend Ratios: Buildings will receive stipend amounts from the District that are based on representative ratios/percentages:
1. Certificated participants shall be paid an individual stipend. A stipend may be split in half between no more than two educators.
 2. Certificated stipends are paid to compensate team members for the commitment they are making to represent their school. Expectations associated with BLT participation will be outlined in this handbook and reviewed and updated at DAC.

F. Oversight: The District Association Committee (DAC) will serve as oversight for each building’s BLT. The District and Association believe that stakeholder input is critical to building a positive climate in our schools, demonstrating value of the educational community and increasing student success. DAC’s role in oversight is to assist building(s) in creating protocols and procedures that increase collaborative success and maintain consistency with the collective bargaining agreement.

SECTION 5.24 – EARLY DISMISSAL DAYS

There will be no less than one (1) early dismissal day each year (not including elementary and middle school parent/teacher conferences).

SECTION 5.25 – CASELOADS

The District will take into consideration state and national guidelines when assigning caseloads for Psychologists, Counselors, Social Workers, and Nurses.

- A. The District will set the following caseload maximums based on the number of compliant IEP’s:
 - 1. Occupational Therapists 32:1
 - 2. Physical Therapists 32:1
 - 3. Resource Room 27:1
 - 4. ET&T, CTP Programs 14:1 Starting in the 2023-24 school years, this ratio shall be 13:1.
 - 5. Elementary & Middle School Options 12:1
 - 6. Pre-school Program 12:1 with no more than 8 students with IEPs (per session)
 Note: (moving to peer model in 2022-23) Developmental preschools will have a class size of up to 12 students with no more than eight students with IEPs. The goal is for developmental preschools to reach a 50/50 combination of peers and students with IEPs
 - 7. TRAC Program 9:1
 - 8. Speech Language Pathologists 42:1 (goal) 45:1 (maximum)
- B. **EL Workload:** An EL educator may require a workload impact meeting with the program administrator and a PEA representative to discuss solutions for workload concerns. If a mutually agreeable resolution cannot be reached, the educator and Association representative may request a meeting with the appropriate administrative supervisor to resolve the issue.
- C. **Additional Pay:** Once a student is identified and added to a special education provider’s caseload, as defined by a compliant IEP, causing the caseload to exceed the maximum as determined above, the educator will be compensated as follows. A case overload form will be used to track overages:
 - 1. Special Education Teachers: \$9.00 per student (over) per day
 - 2. Related service providers from list above: (1, 2, & 8 above): \$6.00 per student (over) per day

If caseloads exceed the stated maximums by three (3) or more, the impacted educator may request a meeting with the building union representative, building administrator and student services administrator or designee to discuss and mutually agree upon one (1) or more of the following solutions listed below. The solution may be implemented as an alternative to the overage pay based on the nature of the student needs and overall educator assignment. Solutions to be considered but are not limited to:

- 1. Additional Paraeducator time
- 2. Additional Certificated time
- 3. Additional Planning time
- 4. Other mutually agreed upon

SECTION 5.26 – INTRA DISTRICT JOB EXCHANGE

Two educators may exchange positions within the District, outside of the normal transfer procedure, if they receive the approval of both building administrators and Human Resources. At the end of the year, both educators will return to their original positions unless all parties agree to continue the exchange permanently.

SECTION 5.27 – SUPPLIES AND MATERIALS

Every school building of District wide programs shall annually develop and publish available budgeted funds for materials, supplies and professional development opportunities and the procedures for individual educators to access these funds.

SECTION 5.28 – COLLABORATION WEDNESDAYS

- A. Schools are, first of all, environments to promote the learning of students. In promoting student learning, educators must collaborate with their colleagues to share strategies, plan joint efforts, and plan for the success of the individual students. Schools are, in other words, professional organizations for educators, with their full potential realized only when educators regard themselves as part of a professional community. The parties recognize that it is essential that:
1. Educators maintain a professional collegial relationship that encourages sharing, planning, and working together toward improved instructional skill and student success.
 2. Educators contribute to and participate in a learning community that supports and respects its members' efforts to improve practice.
 3. Educator's efforts move beyond classroom duties by contributing to school initiatives and projects.
 4. Educators contribute to and support larger school and District projects designed to improve the professional community.
- B. The purpose of Collaboration Wednesdays is to improve student achievement by creating a common time for educator collaboration. Collaboration shall be focused around existing School Improvement Plan goals and other District/building teaching and learning goals and initiatives such as consistency and alignment of the curriculum with learning standards, using data to design instruction, examining student work, assessment strategies and tools, grading practices, staff development, research/study teams, implementation of curriculum, and horizontal or vertical alignment.
- C. The District shall have a sixty (60) minute late student arrival on Wednesdays throughout the school year except for the first week of school, early release days for any school level, and any mandated state assessment day, if such days fall on a Wednesday. This sixty (60) minutes will be added to thirty (30) minutes of the student day to create ninety (90) minutes available for staff collaboration. Fifteen (15) minutes of contractual time shall be flexed on Wednesdays to occur prior to school rather than after school.
- D. Before the end of May of each school year, DAC will develop a rotating meeting schedule for Collaboration Wednesdays. This schedule will include a District-wide plan with designated dates for grading, specialists and District-driven departmental meetings will be developed at DAC and published by the District so that buildings can plan Collaboration Wednesdays in a manner that minimizes conflicts. The schedule shall include the following types of days:
1. All Building Collaboration Day. This day is planned by BLT according to Section 5.23.
 2. Individual Building Teams Collaboration Day. Consistent with the work outlined in Section 5.28(B), teams will allow opportunities for both meaningful joint team work and individual educator implementation of such work. Such days may also include up to fifteen (15) minutes of time for discussion of current topics from BLT.
 3. Cross District/Job-alike Format Day. A time when cross district groups will meet to allow for district-wide learning. Days designated as cross district/job alike collaboration include the following groups: ESAs (OTs, SLPs, PTs, nurses, counselors, school psychologists, BIS'), Special Education Teachers, Counselors, CTE, PACE, Deans, LAP, and Specialists. Additionally, DAC may schedule district-wide time for specific groups to collaborate.
 4. Grading Day (one per grading period)

Based on that schedule, each building shall develop, in advance, a plan for the use of the All Building Collaboration Wednesdays and communicate the plan to educators in the building. The building plan needs to address:

1. Honoring collaboration plans for specialists, itinerants, educators of unique subjects (“singleton educators”), and educators of subjects in multiple secondary school departments that acknowledge the importance of such educators to the success of their buildings and such educators District-wide job-alike needs; and
 2. The creation of a building self-reflection process which affords time to assess the effectiveness of the building collaboration model, i.e. what worked and what did not, and anticipated future levels of support, by the end of the school year for use by the following year’s BLT in development of the following year’s plan. Buildings are encouraged to focus the limited collaboration time available on a few tasks in order to establish continuity and effective teamwork.
- E. The intent is for building administrators and staff to maximize the ninety (90) minutes available for collaboration. The educators and administrators at each building shall establish norms for starting and ending collaborative team meetings in a way that honors this intent but also accommodates the practical needs of educators and administrators for student supervision and an efficient transition from collaboration to instruction.
- F. The parties have a mutual interest in encouraging and accommodating part-time educator participation in collaboration time. Part-time educators and building administrators shall develop individualized plans at the building level for equitable obligations for and participation in collaboration time using creative options. Disagreements shall be referred to the PEA president and Superintendent’s designee.
- G. Each building will use a [Common Documentation Process](#) established by DAC prior to the start of each year. This plan shall be the method for documenting the activities educators are engaging in on the Wednesdays scheduled for building-based professional development and staff collaboration. This information shall be collected and available for review.
- H. DAC shall review the implementation of Collaboration Wednesdays in November of each year.

SECTION 5.29 – COUNSELOR ADDITIONAL DAYS

Counselors will receive a supplemental contract for six (6) additional days (pro-rated by FTE) at the high school, three (3) days (pro-rated by FTE) at the middle school, and one (1) day (pro-rated by FTE) at the elementary level. For the 2023-24 school year, eight (8) additional days at the high school, four (4) additional days at the middle school, and two (2) days at the elementary level. Additional days will be calendared outside of the base contract year (either prior to the start or after the end of the school year) and a schedule of such days shall be shared with the principal prior to the beginning of the school year. Employees are responsible for documenting on a District provided form that they have worked these days.

SECTION 5.30 – PSYCHOLOGIST ADDITIONAL DAYS

School Psychologists will receive a supplemental contract for nine (9) additional days (pro-rated by FTE) per year to perform additional duties. For 2023-24 school year, school psychologists will receive a supplemental contract for ten (10) additional days to perform additional duties. Additional days will be calendared outside of the base contract year (either prior to the start or after the end of the school year) and a schedule of such days shall be shared with the student services director prior to the beginning of the school year. Employees are responsible for documenting on a District provided form that they have worked these days.

SECTION 5.31 – SCHOOL NURSE ADDITIONAL DAYS

School Nurses will receive a supplemental contract for five (5) days (pro-rated by FTE). Four (4) days will be provided for the purpose of updating student health plans prior to the school year to comply with State and Federal Regulations. One day will be for the purpose of collaborating with and guiding the work of health technicians. Additional days will be calendared outside of the base contract year (either prior to the start or after the end of the school year) and a schedule of such days shall be shared with the student services director prior to the beginning of the school year. Employees are responsible for documenting on a District provided form that they have worked these days.

SECTION 5.32 – OPTIONS, ET&T, CTP AND TRAC TEACHER ADDITIONAL DAY

To provide ongoing support, Options, ET&T, CTP and TRAC teachers will receive an extra day of compensation to be paid on a supplemental contract. Such extra day will be calendared prior to the start of the school year and will be for the purpose of IEP implementation design, professional learning and working in collaboration with paraeducators assigned to those programs.

SECTION 5.33 – ITINERANT LICENSING PROVISIONS

Recognizing that there are additional ongoing certifications or licensing requirements for ESAs (school psychologists, nurses, OT, PT, and SLPs) the District will pay \$400 annually.

SECTION 5.34 – STUDENT-RELATED MEETINGS

Participation in meetings regarding students is a part of every educator's assignment. If a classroom educator feels that they have to participate in a high number (frequency and/or duration) of student-related meetings, the educator may meet with the building principal and Association representative to discuss options for workload relief including options for rotating meeting attendance, release time, scheduling support.

SECTION 5.35 - PROFESSIONAL DEVELOPMENT

Educators are encouraged to pursue professional development opportunities both in a self-directed manner and when required by the District. As referenced in Section 5.19, educators attending mandatory, i.e. District-required training outside of the regular workday shall be paid at the curriculum rate. In specific, educators directed by the District to attend required AP, AVID or College in the High School trainings will be paid at the curriculum or daily training rate, as appropriate. Educators who are invited by the District to attend a training, but are not required to do so, will not receive additional pay but may apply the fifteen hours of self-directed professional development.

Educators pursuing self-directed or optional professional development/training opportunities will be considered fulfillment of the responsibilities under Section 5.2.B.2 or an educator may submit those hours under Section 5.2.C.2.c or such time. As stated in Section 5.2.C.2.c, an educator may work fifteen (15) hours outside the workday on self-directed professional development aligned with approved educator goals or District/building initiatives and approved by a building administrator (see that section for additional details).

Disputes regarding whether a training is mandatory requiring additional pay will be resolved through the DAC committee.

SECTION 5.36 - CLOCK HOURS

Beginning in the 2023-24 school year, the District will become a clock hour provider and documenter for the purpose of allowing District employees to put Peninsula School District offered clock-hours on a transcript. Employees may submit for clock hours earned as of August 1, 2023

ARTICLE VII – REDUCTION IN FORCE

SECTION 6.1 – PURPOSE

This Article shall be used when the District determines it is necessary to reduce the number of certificated educators for economic or other reasons. The intent of the procedures in this Article is to minimize the number of educators who receive layoff notices and to retain qualified educators.

SECTION 6.2 – EXCLUSIONS

These procedures shall not apply to the nonrenewal of any educator hired under the provisions of [RCW 28A.405.900](#) (retire/rehire or leave replacement). Under the transfer process of Section 5.21, a position will not be considered new or vacant unless no person on the recall list can fill such position.

SECTION 6.3 – VERIFICATION

Prior to February 1st each school year, the District shall publish a list which identifies educator seniority (per section 6.4 below) and certificate/endorsements. The notice may be published in written or electronic format (e.g., e-mail). Educators shall have until the close of business ten (10) school days after the notice is published to file an appeal with the District requesting a correction in seniority or certificate/endorsements for which the educator qualifies. The appeal shall be in writing or electronic format and include a full statement of all the facts relevant to a change or modification in an educator's certificate/endorsements or seniority. Educators who fail to file an appeal within the timelines shall not be entitled to later contest the seniority or certificate/endorsements. After considering any appeals, the District shall publish a final notice with any corrections to seniority or certificate/endorsements.

SECTION 6.4 – SENIORITY

For this Article of the Agreement, "seniority" shall mean years of Washington State certificated experience as measured by rules applicable to S-275 state reporting. In the event of ties, the educator with the most years of certificated experience in the Peninsula School District as measured by rules applicable to S-275 state reporting shall have preference. For further ties, the educator(s) with the highest number of quarter credits recognized under rules applicable to the current salary schedule at the beginning of the current school year shall have preference. If ties remain, the preference shall be determined by a flip of a coin.

SECTION 6.5 – OVERVIEW

To implement a reduction in force, the District shall take the following steps:

- A. Meet with the Association leadership;
- B. Determine the number of vacant positions;
- C. Identify the position(s) to be reduced by Board resolution;
- D. Select educators to be notified of probable cause for lay-off;
- E. Issue statutory notices of non-renewal; and
- F. Fill vacancies through an employment pool

Each of these steps is described in greater detail in the sections below.

SECTION 6.6 – CONSULTATION

Prior to making a recommendation to the Board of Directors, DAC shall meet for the purpose of discussing any proposed reduction in force and implementation of this Article. Except in the case of emergencies, DAC shall meet at least 5 days in advance of a board meeting in which the Board adopts a reduced educational program. The District shall provide any information requested by the Association regarding the funds available for the implementation of the educational program, the course and the curriculum needs of students, and the positions needed to operate the

educational program. The District shall consider any Association input (oral or written) after the Association has had the opportunity to review the material requested.

SECTION 6.7 – DETERMINATION OF VACANT POSITIONS

The District shall determine, as accurately as possible, the total number of certificated educators known as of April 1st leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge, or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.

SECTION 6.8 – IDENTIFY REDUCED PROGRAMS

- A. **Board Resolution:** The Board shall adopt a resolution identifying the reasons for reducing the educational program and identifying the positions (category and FTE) to be eliminated.
- B. **Retention Categories:** The District shall determine the positions to be retained and the certification/endorsement requirements for such positions. Such certification/endorsement requirements shall form the basis for the establishment of District-wide retention categories:
 - 1. Elementary K-5 classroom educators;
 - 2. Elementary subject-area specialist (such as, but not limited to, music, physical education);
 - 3. Secondary subject-area educators (such as, but not limited to, science, math, music, social studies, language arts, art, family and consumer science, marketing, physical education and health, and individual languages);
 - 4. Educational staff associate by specialty (such as, but not limited to, counselor, nurse, school psychologist);
 - 5. Other certificated educators (such as, but not limited to, librarians, District-level specialist);
 - 6. Special education educators; and
 - 7. Other categories as agreed to by DAC.

SECTION 6.9 – SELECT EDUCATORS

- A. **Selection Process:** The District shall implement the Board's reduced educational program by identifying the least senior educator(s) currently assigned to the category or categories in which positions are being eliminated up to the amount of FTE being reduced in that category. These educators shall be considered "displaced educators." Beginning with the most senior displaced educator, the District shall reassign the displaced educator to replace the last senior educator in any other category for which the displaced educator qualifies (see B below). The less senior educator who is now displaced also shall be reassigned in a similar manner if possible. If there is no less senior educator for a displaced educator to replace, the educator shall be identified for lay off.
- B. **Category Qualification:** Educators who are displaced under subsection A above shall qualify for any retention category for which the educator has the appropriate certification. Educators with endorsed teaching certificates (post-1987) also must have the appropriate endorsement for the category. Educators without endorsed teaching certificates (pre-1987) also must have a major or minor in the subject area or have taught in that subject area within the last ten (10) years.
- C. **Support:** Any educator displaced by the process in subsection A above or recalled under Section 6.10 below who is assigned to teach or serve in an area outside his or her endorsement shall not be non-renewed based on teaching performance in that area, and the out-of-endorsement assignment shall be noted on the annual evaluation. The District shall provide support for successful teaching in this out-of-endorsement assignment within available financial resources.

SECTION 6.10 – ISSUE NOTICES

The Superintendent shall, in accordance with timelines and procedures set forth in statute, issue notices of probable cause for nonrenewal to the educators identified for layoff in Section 6.8 above. Such educators may appeal in accordance with procedures in state statute.

SECTION 6.11 – EMPLOYMENT POOL

Educators laid off by these procedures shall be placed in an employment pools for possible re-employment until September 15th of the following calendar year, or until accepting a District position of the same or greater FTE than previously held.

- A. **Offering Positions:** When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such individual shall be by certified mail and either e-mail or phone. Such individual shall have up to two (2) business days from receipt of the letter to accept the position. If more than one (1) educator in the employment pool qualifies for the available position, it shall be offered to the most senior of those qualified. If an individual fails to accept an offered position, such individual shall be moved to the bottom of the recall list. If an individual fails to accept an offered position at his or her original FTE three (3) times, such individual shall be dropped from the pool.
- B. **Part-Time Positions:** Educators who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions, provided that such educators shall have the option of accepting or rejecting any part-time teaching position that may exist without losing the right to be recalled to any full-time position which may become available in accordance with paragraph A above (educator may reject positions without being dropped from the pool). Educators who were previously assigned to part-time teaching positions shall have the right to be recalled to any position up to their previous FTE. No part-time educator has a right to be recalled to any position with FTE greater than the position held at the time of layoff.
- C. **Educator Updates:** It shall be the responsibility of each certificated educator placed in the employment pool to keep the District office updated on any changes in the educator's contact information. Such educators also must notify the Superintendent or his/her/their designee in writing by March 15th if said educator wishes to remain in the employment pool past this date. If such notification is not received, the name of any such certificated educator shall be dropped from the employment pool.
- D. **Substituting While Laid-Off:** Certificated educators whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment substitutes.

ARTICLE VII – GRIEVANCE PROCEDURE

SECTION 7.1 – DEFINITION

A grievance is a claim based upon alleged violation, misinterpretation, or misapplication of the terms of this Agreement. A grievant shall mean an individual, a group of individuals, or Association.

SECTION 7.2 – PROCEDURE

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent.

SECTION 7.3 – LEVEL I

An educator with a grievance shall discuss the grievance first with their immediate administrative supervisor. Every effort shall be made to solve the grievance at this level in an informal manner. An educator must initiate such action within thirty (30) calendar days of the knowledge of the existence of alleged infraction but no longer than sixty (60) days after the alleged infraction. If the grievance is not resolved informally, it shall be produced in writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to the supervisor, the supervisor shall render a decision thereon in writing, and present it to the grievant.

SECTION 7.4 – LEVEL II

If the aggrieved educator is not satisfied with the disposition of his or her grievance at Level I, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he or she may file the grievance in writing with the superintendent of schools with a copy sent to his or her immediate administrative supervisor. Within five (5) school days after receiving the written grievance, the superintendent, or designated representative shall meet with the aggrieved in an effort to resolve the grievance. If an educator does not file a grievance in writing with the superintendent of schools within five (5) school days after completing Level I, then the grievance shall be considered as waived. The decision of the superintendent or designated representative shall be in writing and delivered to the aggrieved educator and the Association within ten (10) days and shall be considered the final position of the Employer.

SECTION 7.5 – GRIEVANCE MEDIATION

At any time, the Association or District may request formal mediation of the grievance, if one party requests mediation, the other party shall respond within five (5) working days.

- A. The District and the Association must mutually agree to submit a grievance to mediation.
- B. Within five (5) working days following the Agreement of the District and the Association to mediate the grievance, the parties shall mutually select a third-party mediator. Mediation conferences will take place at a mutually convenient location and time.
- C. The presentation of facts and considerations shall be limited to those presented at Level II of the grievance procedure. Proceedings before the mediator shall be informal in nature.
- D. The fees and expenses of the mediator shall be shared equally by the parties.
- E. If the grievance is not settled, granted, or withdrawn, the parties are free to appeal the Level II decision to arbitration within twenty (20) working days following mediation.

SECTION 7.6 – LEVEL III

If no satisfactory settlement is reached at Level II, the Association, within ten (10) working days of the receipt of the Level II decision may appeal the final decision of the Employer by delivering notice to the Employer and requesting a list of arbitrators from either the American Arbitration Association or the Public Employment Relations Commission. The parties shall mutually agree upon the organization to be used for the list of arbitrators.

The arbitrator's decision will be in writing and will set forth his or her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the Employer, the Association, and the affected educator(s). The fees and expenses of the arbitrator shall be equally shared by the parties.

SECTION 7.7 – TIME LIMITS

Failure on the part of the Employer to render a written decision concerning the grievance at any step of this procedure and within the time limits specified, shall permit the grievance to be appealed to the next level of the grievance procedure. All time limits within the grievance procedure may be extended by mutual agreement between the parties.

SECTION 7.8 – JURISDICTION OF ARBITRATOR

- A. The arbitrator shall decide all substantive and procedural arbitrability issues arising under this Agreement.
- B. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, provided that an arbitrator shall resolve the arbitrability of a grievance before hearing the merits of the grievance.
- C. Matters involving adverse effect in contract status, or termination of employment are exempt from being arbitrated. Matters involving educator evaluation are grievable as to procedural matters only; substantive matters of evaluations are not subject to this article.
- D. The arbitrator shall have no power to alter, add to, or subtract from the terms of agreements between the Employer and the Association. The arbitrator shall be without authority to make any decision, which is contrary to

law, or to adjudicate in alleged violation which occurs beyond the duration of the Agreement or beyond any mutually agreed extension thereof.

SECTION 7.9 – SUPPLEMENTAL CONDITIONS

- A. At each step of the procedure for adjusting grievances, the educator may be represented by a person and/or a representative of the Peninsula Education Association who might contribute to the acceptable adjustment of the grievance.
- B. There shall be no reprisal by the Employer or its employees or Association by reason of the involvement of any person in the grievance procedure.
- C. Nothing herein contained shall be construed as limiting the right of any certificated educator having a grievance to discuss the matter informally with any appropriate member of the administration.
- D. Copies of grievances and decisions rendered at Levels I and II shall be sent to the Peninsula Education Association and the superintendent.
- E. A grievance may be filed by the Association in the name of the organization. Such a grievance shall be initiated at Level II of the grievance procedure and may be appealed through the established levels.
- F. Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- G. The Peninsula Education Association may process a grievance at Level I only if the grievance affects more than one (1) educator in a particular school building and at least one (1) educator has already initiated a grievance.
- H. Grievance records shall be filed separately from individual personnel files.

ARTICLE VIII – SCOPE OF AGREEMENT

SECTION 8.1 – AUTHORITY OF USE

This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understanding, whether oral or written between the parties.

SECTION 8.2 – WRITTEN AGREEMENT

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

SECTION 8.3 – MUTUAL RECOGNITION

The parties acknowledge that representatives of the Employer and the exclusive bargaining representative have met at reasonable times in light of the time limitations of the budget-making process and bargained in good faith, and have reached this Agreement with respect to wages, hours and terms and conditions of employment. Both parties mutually requested that this written Agreement be made. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to or inconsistent with its terms. The parties further recognize that from time-to-time new issues regarding wages, hours and conditions may arise. Nothing contained herein shall be construed so as to preclude the Association from bringing to the attention of the Employer such issues. The Association has the right to request bargaining on such issues if it so chooses. Finally, newly legislated programs enacted subsequent to the effective date of this Agreement which involve wages, hours, and conditions of employment for bargaining unit members shall not be barred by this section from being discussed at the bargaining table. This Agreement shall also reopen if there are changes in laws and regulations which may have an effect or impact on term(s) of this Agreement.

SECTION 8.4 – UNINTERRUPTED INSTRUCTIONAL ACTIVITIES



The Employer and the Association agree that the public interest requires efficient and uninterrupted performance of all District services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Therefore, the Employer agrees not to lock out. The Association agrees not to strike during this Agreement.

ARTICLE IX – DURATION OF CONTRACT

This Agreement shall become effective on September 1st, 2022 and shall remain in effect until August 31st, 2025.

The Association or District may reopen the salary schedules in Appendix A:1 prior to any school year if to address the amount any impacted change due to (1) the legislature changes the District’s qualification for regionalization funding (currently 12%) including qualification for the additional 4% experience factor; (2) the legislature revises the salary base for funded certificated instructional units and/or the inflationary factor applied to such base; (3) the legislature changes the District’s levy authority, or changes how levy funds may be used; or (4) the District fails to pass an enrichment levy. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.

Educator Benefits: Appendix C (Educator Benefits) may be reopened to renegotiate provisions related to health insurance benefits as necessary to comply with the then current state law.

In witness whereof, the parties have executed this Agreement on the 24st day of June, 2022.

For the
Peninsula Education Association:

For the
Peninsula School District 401:

Carol Rivera, PEA President

Ashley Murphy, Chief Financial Officer

APPENDIX A:I – CERTIFICATED PEA SALARY SCHEDULE

**2022-2023 SCHOOL YEAR - PENINSULA SCHOOL DISTRICT
PEA CERTIFICATED SALARY SCHEDULE**

STEP	BA+0-14	BA+15-29	BA+30-44	BA+45-89	BA+90-MA+44	MA+45-89	MA+90, PHD
0	\$56,958	\$58,254	\$59,578	\$61,830	\$64,905	\$69,743	\$75,502
1	\$57,678	\$59,110	\$60,613	\$63,084	\$66,754	\$72,850	\$77,277
2	\$58,398	\$59,967	\$61,648	\$64,338	\$68,603	\$73,407	\$79,051
3	\$59,118	\$60,824	\$62,684	\$65,591	\$70,451	\$75,238	\$80,826
4	\$59,837	\$61,680	\$63,719	\$66,845	\$72,300	\$77,070	\$82,601
5	\$60,557	\$62,537	\$64,754	\$68,099	\$74,148	\$78,902	\$84,376
6	\$61,277	\$63,394	\$65,789	\$69,352	\$75,997	\$80,734	\$86,151
7	\$61,997	\$64,250	\$66,824	\$70,606	\$77,846	\$82,566	\$87,925
8	\$62,717	\$65,107	\$67,859	\$71,860	\$79,694	\$84,398	\$89,700
9	\$63,437	\$65,964	\$68,895	\$73,114	\$81,543	\$86,230	\$91,475
10	\$64,157	\$66,820	\$69,930	\$74,367	\$83,391	\$88,062	\$93,250
11	\$64,876	\$67,677	\$70,965	\$75,621	\$85,240	\$89,893	\$95,024
12	\$65,596	\$68,533	\$72,000	\$77,300	\$87,089	\$91,725	\$96,799
13	\$66,316	\$69,390	\$73,035	\$78,128	\$88,937	\$93,557	\$98,574
14	\$67,036	\$70,247	\$74,071	\$79,382	\$90,786	\$95,389	\$100,349
15	\$67,756	\$71,103	\$75,106	\$80,636	\$93,184	\$97,221	\$102,124
16	\$68,476	\$71,960	\$76,141	\$81,889	\$94,483	\$100,453	\$104,873
17	\$69,196	\$72,817	\$77,176	\$83,143	\$96,332	\$100,885	\$105,673
18	\$69,916	\$73,673	\$78,211	\$84,397	\$98,180	\$102,717	\$107,448
19	\$70,635	\$74,530	\$79,246	\$85,651	\$100,029	\$104,548	\$109,223
20	\$71,355	\$75,386	\$80,282	\$86,904	\$101,877	\$106,380	\$110,997
21	\$71,355	\$75,386	\$80,282	\$86,904	\$101,877	\$108,212	\$112,772
22+	\$71,355	\$75,386	\$80,282	\$86,904	\$101,877	\$108,212	\$114,547

*BASE CONTRACT AMOUNT INCLUDES 183 TOTAL DAYS COMPRISED OF 180 STUDENT DAYS & 3 LID DAYS

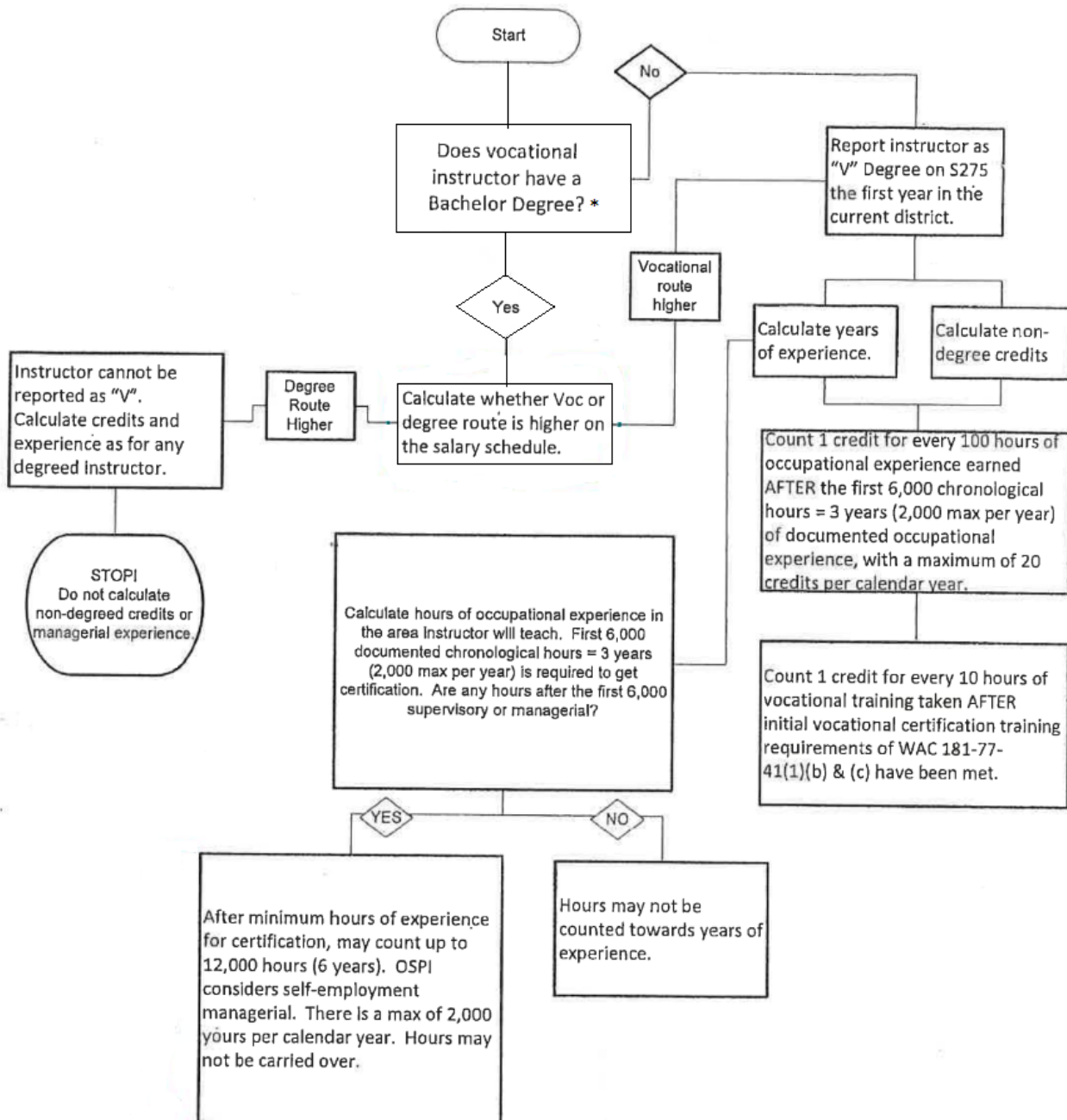
APPENDIX A:II – SALARY SCHEDULE ATTACHMENT

APPENDIX A: II – SALARY SCHEDULE ATTACHMENT

- A. All salaries paid to certificated educators will be made within the above [salary instrument](#).
- B. Advancement – During the life of this contract, advancement for years of experience and educational training shall be governed by the S-275 reporting rules effective in the 2017-18 school years, including vocational educators.
- C. Non-school experience allowed by state law for educators in ESA positions shall be recognized for salary schedule placement without the two (2) year limit in that law. Non-school managerial experience allowed by state law for

educators in CTE positions shall be recognized for salary schedule placement without the six (6) year limitation in the law in WAC 392-121-264 (1)(e).

- D. All substitute educators shall be paid at a rate of \$150 per day; substitutes working 20+ consecutive days for the same educator, who are expected to create lesson plans, grade paperwork, meet with parents, etc.... shall be paid at a rate of 90% of BA+0 Step 0 on the Certificated Salary Schedule.



** Once a Vocational educator earns a Master's degree, all non-degree credits are dropped and only academic and in-service credits are counted and staff is reported as "M" degree type (formerly Hold-Harmless). No standing is lost by reporting at Master's level

* Check with OSPI to determine if the degree was used to obtain the credential. If the degree was part of the determination process to obtain the credential, educator cannot be considered non-degreed.

APPENDIX B – PEA ACTIVITIES STIPEND SALARY SCHEDULE

2022-2023 SCHOOL YEAR - PENINSULA SCHOOL DISTRICT PEA (CBA - APPENDIX B) ACTIVITIES SALARY SCHEDULE

ACTIVITY - HIGH SCHOOL	STIPEND AMT
HS BAND DIRECTOR	\$5,776
HS CHORAL DIRECTOR	\$4,893
HS DRAMA DIRECTOR - MUSICAL & FALL PRODUCTION	\$5,776
HS DRAMA DIRECTOR - MINOR PRODUCTION	\$2,056
HS MUSICAL DIRECTOR - INSTRUMENTAL	\$1,173
HS MUSICAL DIRECTOR - VOCAL	\$1,173
HS MARCHING BAND DIRECTOR (COMPETITIVE MARCHING ACTIVITIES) (a)	\$2,347
HS YEARBOOK	\$2,933
HS LITERARY JOURNAL	\$1,367
HS NEWSPAPER	\$2,933
HS ASB ADVISOR	\$4,500
HS APEX ADVISOR	\$490
HBHS ACTIVITIES	\$980
HBHS ASB ADVISOR	\$2,546
HS AFTERSCHOOL TUTORING (b)	\$1,071
HS TESTING COORDINATOR	\$1,583
HS CHEMICAL HYGENE OFFICER (CHO)	\$400
HS DISCRETIONARY ENRICHMENT/CLUBS/ACTIVITIES (d)	\$200 - \$500
ACTIVITY - MIDDLE SCHOOL	STIPEND AMT
MS BAND DIRECTOR (c)	\$2,740
MS CHORAL DIRECTOR (c)	\$2,347
MS JAZZ BAND DIRECTOR (c)	\$2,056
MS ASB ADVISOR (n)	\$2,335
MS YEARBOOK OR PUBLICATIONS	\$2,335
MS DISCRETIONARY ENRICHMENT/CLUBS/ACTIVITIES (d)	\$200 - \$500
MS AFTERSCHOOL TUTORING (e)	\$752
ACTIVITY - ELEMENTARY SCHOOL	STIPEND AMT
ES MUSIC SPECIALIST (f)	\$980
ES MUSIC SPECIALIST ADDITIONAL PERFORMANCES (g)	\$137
ES SPECIALIST LEADS (h)	\$752
ES DISCRETIONARY ENRICHMENT/CLUBS/ACTIVITIES (d)	\$200 - \$500

APPENDIX B – PEA ACTIVITIES STIPEND SALARY SCHEDULE (CONT'D)

ACTIVITY - DISTRICT WIDE INITIATIVES	STIPEND AMT
DISTRICTWIDE MUSIC COORDINATOR	\$3,218
BUILDING LEADERSHIP TEAM (BLT) (i)	\$1000
DIGITAL INNOVATION LEADS	\$803
ESA LEADS (j)	\$752
TPEP TEACHER LEADS	\$803
MENTOR EDUCATOR	\$535
NATIONAL BOARD FACILITATOR	\$535
EL TESTING COORDINATOR	\$632
READY FOR KINDERGARTEN!	\$803
SUMMER TRANSITION PROGRAMS (WEB, CONNECTIONS, BRIDGE) (k)	\$535
PIA 7TH HOUR	\$4824
PIA SUMMER SCHOOL	\$4,221
PIA SUMMER SCHOOL - CREDIT RECOVERY (BASED ON 80+ENROLLMENT, PRO-RATED FOR LESS STUDENTS) (l)	\$3,429
SUMMER SCHOOL - CREDIT RECOVERY (m)	\$4,221
SUMMER SCHOOL - CREDIT RECOVERY COORDINATOR	\$6,994
WESTSOUND TECH SUMMER ACADEMY COORDINATOR	\$6,003
CAREER & TECHNICAL STUDENT ORGANIZATION (CTSO) ADVISOR (o)	\$2,677
CAREER & TECHNICAL STUDENT ORGANIZATION (CTSO) ASSISTANT(o)	\$2,022
JUMPSTART (STU SRV)	\$1,931
ELL SUMMER SCHOOL (PRO-RATED BASED ON SUMMER SCHOOL STIPEND OF \$4000)	\$3,389
SUMMER CLIMB (STU SRV)	\$1,714
ESY (EXTENDED SCHOOL YEAR)	\$4,221

EXTRA-CURRICULAR/CO-CURRICULAR ACTIVITIES DISTRICT BUDGET EXPENSE CODE - 0912 28 2014 LLLL 0000 0000 0

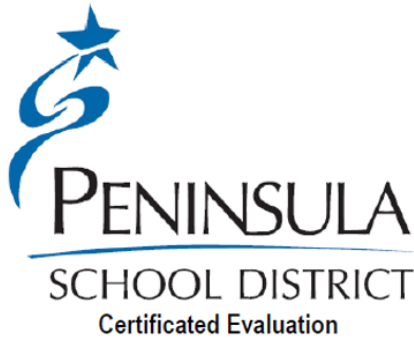
- (a) In addition to HS Band Director stipend
- (b) Possible 2 stipends each semester; Expectation work 13 weeks 2 days a week from 2:15-3:45pm;
- (c) Minimum outside performance requirements must be met
- (d) Building Leadership Teams determine use of discretionary funds; Discretionary funds calculated as follows: ES \$2000 + 2 per student; MS \$700 + \$2 per student; HS \$500 + \$2 per student
- (e) Possible 2 stipends each trimester; Expectation work 9 weeks Tuesday & Thursday from 2:55-4:25pm;
- (f) Minimum 2 required evening performance + the District Choral Festival
- (g) For additional evening performances to meet the requirement to have an evening performance at each grade level (up to 2 additional performances)
- (h) Subject must be at all elementary schools (currently only STEM, Music & PE)
- (i) ES & HBHS/GVA at least 6 up to 10 stipends; MS at least 7 up to 12 stipends; HS at least 10 up to 14 stipends
- (j) Excludes counselors & nurses as already District Level Lead
- (k) For each school 1 stipend + 1 for every 200 students
- (l) Depends upon enrollment: 20-49 students = \$1600; 50-79 students = \$2400; 80+students = \$3200
- (m) In building direct instruction model
- (n) MS ASB Advisors are eligible to receive activity rate of pay for supervision at building calendared dances or activity nights
- (o) CTSO eligible for extra time for National Competitions/post season work \$200 per week

APPENDIX C – EDUCATOR BENEFITS

The District shall provide basic and optional benefits through the School Employees Benefits Board under the rules and regulations adopted by the SEBB.

APPENDIX D – CERTIFICATED EVALUATION LEVEL I

Certificated Evaluation – Level I



Level 1
For employees not providing direct instruction to students that are:
New to the District,
On Provisional or Temporary Contracts,
On Plans of Improvement or Probation

Danielson Framework for Teaching

Table of Contents

- 1) Introduction
- 2) Responsibilities
- 3) Professional Goals Worksheet, Form A
- 4) Formal Observation, Form B
- 5) Evaluation, Form C

Peninsula School District
Danielson Framework for Teaching
Level 1 Responsibilities

Employees on Level 1 include any non-direct instruction certificated staff new to the district, on a provisional contract, on a temporary contract, on a plan of improvement, or on probation.

Individual

- Meet with administrator to review evaluation process and job expectations **prior to the end of September.**
- Hold conference with administrator to set goals (*Professional Goals Worksheet, Form A (Teachers & ESAs)*), based on the *Danielson Framework for Teaching*, **by October 15th.**
- Expect a *Formal Observation (Form B - Teachers)* with administrator **within first ninety (90) calendar days of the start of school.**
- Staff will receive at least two *Formal Observations*; each preceded by a pre-conference, and followed by an optional post conference (upon staff member or administrator request). Written evaluation will be provided **within 6 working days.**
- Gather evidence to document achievement of goals (examples may include: student work, unit plans, classroom newsletters, press releases, videos, etc.).
- Staff and administrator hold conference to review evidence and progress toward goals **by May 15th.** *Evaluation Form, C - Level 1 (Teachers)* received from administrator **by May 31st.**
- Staff participates in district and building training and seeks out opportunities for professional growth.

Administrator

- Review evaluation process and job expectations with staff **prior to the end of September.**
- Hold conference with staff member to set goals (*Professional Goals Worksheet, Form A (Teachers & ESAs)*) based on the *Danielson Framework for Teaching*, **by October 15th.**
- Conduct initial *Formal Observation (Form B - Teachers)* to ensure basic level of competence **within first ninety (90) calendar days of the start of school.**
- Complete at least two *Formal Observations (Form B - Teachers)*, each with a pre- and post-conference OR each with a pre-conference. Written documentation will be provided to staff **within 6 working days** of formal observation or series of observations. Either administrator or staff member may request a post-conference.
- Hold conference with staff to review evidence and progress **by May 15th.**
- Complete *Evaluation Form, C - Level 1 (Teachers)* **by May 31st** – forward one copy to Human Resources, one copy to the building file and one copy for the staff member.

APPENDIX D – CONT'D

CLASSROOM MANAGEMENT AND STUDENT DISCIPLINE	
<ul style="list-style-type: none"> Standards of conduct are clear to all students. Staff responses to misbehavior are appropriate, successful, and demonstrate respect for the student. Transitions occur smoothly with little loss of instructional time. Routines for handling materials and supplies occur smoothly with little loss of instructional time. Creates classroom structures and communicates clear expectations in a manner that encourages appropriate behavior and promotes student learning. Establishes management practices that result in minimal loss of instructional time. 	My judgment is supported by:
ASSESSMENT	
<ul style="list-style-type: none"> Uses multiple assessments appropriately. (Rubric, scales, checklists, performance assessments, objective tests, portfolios, student self-reflections, critiques) Assessments are aligned with lesson and course objectives. Feedback is consistently high quality and is provided in a timely manner. Assessment criteria and standards are clear and have been clearly communicated to students. 	My judgment is supported by:
ENVIRONMENT	
<ul style="list-style-type: none"> Student interactions are generally polite and respectful. Teacher displays knowledge of the interests or cultural heritage of groups of students. Instructional goals and objectives, activities, interactions, and the classroom environment convey high expectations for student achievement. Staff conveys genuine enthusiasm for what is being taught. The classroom is safe and its arrangements supports the learning environment. 	My judgment is supported by:
INSTRUCTIONAL SKILL & CLASSROOM TEACHING PRACTICE	
<ul style="list-style-type: none"> Uses effective communication skills. Activities and assignments are appropriate to students. Uses flexible groupings to deliver instruction and meet individual needs. Instructional objectives are clear. Teacher directions and procedures are clear. Uses a wide variety of active processing strategies to engage students in learning. Incorporates available technology to improve instruction and learning. Pacing of the lesson is appropriate. Successfully accommodates students' questions or interests. Differentiates instruction to meet the varied needs of students. 	My judgment is supported by:

LESSON PLANNING / DESIGN & KNOWLEDGE OF SUBJECT	
<ul style="list-style-type: none"> Instructional materials and resources are suitable to the instructional objectives and engage students mentally. District-adopted materials are used consistently in planning and instruction. The lesson or unit has a clearly defined structure. The PEO curriculum standards are consistently incorporated in classroom instruction. Integrates curriculum using content, guiding questions, themes, thinking skills, and student experience. Uses multiple resources to deliver instruction. Teacher displays solid content knowledge. Instruction and activities reflect current research. Teacher's plans and practices reflect understanding of pre-requisite relationships among topics and concepts. Determines pacing based on student needs. 	My judgment is supported by:
<p>The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.</p>	
Employee Signature: _____	Date: _____ <input type="checkbox"/> Employee statement attached
Evaluator Signature: _____	Date: _____ <input type="checkbox"/> Pre-conference <input type="checkbox"/> Date <input type="checkbox"/> Post-conference <input type="checkbox"/> Date
<small>Learning & Teaching Standards for Quality Professional Practice, Peninsula SD Observation Form C, Page 2 of 94 (Revised July, '08)</small>	

PENINSULA SCHOOL DISTRICT
Danielson Framework for Teaching
Professional Goals Worksheet, Form A, (Teachers & ESAs)
(To be completed by October 15th)

Staff Member _____ Evaluator _____ School Year _____

Goal using ESA Standards or Danielson Framework for Teaching (1 per page)	Identify those plans, projects, activities, etc., to be completed in support of learning goal	Identify how learning goal will be evaluated, including timelines and responsibility	Please Specify Type of Support Requested, i.e., In Service, Observation/ Feedback, Book, etc.

APPENDIX D – CONT'D

**Peninsula School District #401
Danielson Framework for Teaching
Evaluation Form C, Level I (Teachers)**

Name		Assignment		School/Dept.
Dates:	Goal-Setting Conference		Mid-Year Goals Check	
Observations:				

As required by law, check those criteria listed below as having been reviewed, observed or noted:

INSTRUCTIONAL STAFF CRITERIA	Unsatisfactory	Approaches Standard	Meets Standard	Exceeds Standard
♦ Classroom Environment WAC 392-191-010, #2 & 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Classroom Management WAC 392-191-010, #1 & 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Instructional Classroom Teaching Practice WAC 392-191-010, #1, 2, 3 & 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Lesson Planning and Design WAC 392-191-010, #1, 3 & 7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Assessment WAC 392-191-010, #1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
♦ Professional Development & Responsibilities WAC 392-191-010, #3 & 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator's required summary: In the space below, comment on overall job performance. If any criteria are checked as unsatisfactory, it must be addressed. Additional comments may be attached.

I find this employee's overall performance to be:

Satisfactory
 Unsatisfactory
 Administrator comments attached

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

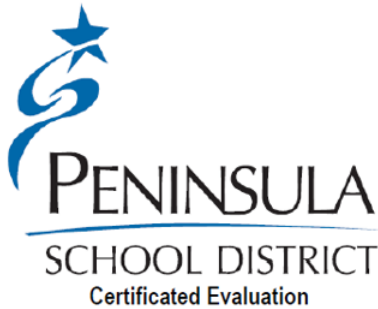
Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Plan of Improvement attached
 Employee statement attached
 Other _____

APPENDIX E – CERTIFICATED EVALUATION LEVEL II

Certificated Evaluation – Level II



Level 2
Teachers not on Level 1 or the New Evaluation Model,
Danielson Framework for Teaching

Table of Contents

- 1) Introduction
- 2) Responsibilities
- 3) Professional Goals Worksheet, Form A
- 4) Danielson Framework for Teaching
- 5) Professional Development Plan Summarization, Form D

Peninsula School District
Danielson Framework for Teaching
Level 2 Responsibilities

All Employees not on Level 1, after employee has completed 4 consecutive years of satisfactory evaluations, the last 2 years in the PSD.

Individual

- Establish personal/professional goals that include district and state *Danielson Framework for Teaching* and support the building goals.
- Meet with administrator by October 15 to discuss and submit *Professional Development Program Plan* which should also address the goals.
- Meet with administrator for mid-year check on *Professional Development Verification Summary, Form D* preferably by February 15.
- Complete end of year *Professional Development Verification Summary, Form D* by May 15.
- Staff participates in district and building training and seeks out opportunities for professional growth.

Administrator

- Meet with staff member prior to October 15 to discuss goals.
- Meet with staff member for mid-year check, preferably by February 15.
- Schedule and hold a conference with each staff member prior to June 1, to review progress on goals.
- Complete *Verification Report* and forward to Human Resources and keep a copy in the building file. Give one copy to the staff member.
- Schedule and participate in training for staff.
- Per RCW 28A.405.100, Subsection 5, every fourth year hold a review conference with staff member, to review reflections and evidence of proficiency and growth in the *Danielson Framework for Teaching* and determine if the staff member will remain on Level 2.

PENINSULA SCHOOL DISTRICT
Danielson Framework for Teaching
 Professional Goals Worksheet, Form A, (Teachers & ESAs)
 (To be completed by October 15th)

Staff Member _____ Evaluator _____ School Year _____

Goal using <u>ESA Standards or Danielson Framework for Teaching</u> (1 per page)	Identify those plans, projects, activities, etc., to be completed in support of learning goal	Identify how learning goal will be evaluated, including timelines and responsibility	Please Specify Type of Support Requested, i.e., In Service, Observation/ Feedback, Book, etc.

APPENDIX E – CONT'D

Teacher Evaluation	
FRAMEWORK FOR TEACHING COMPONENTS OF PROFESSIONAL PRACTICE AND ALIGNMENT TO WASHINGTON STATE CRITERIA (SC = State criterion)	
<p>Domain 1: Planning and Preparation</p> <p>1a. Demonstrating knowledge of content and pedagogy (SC4)</p> <ul style="list-style-type: none"> Knowledge of content and the structure of the discipline Knowledge of prerequisite relationships Knowledge of content/related pedagogy <p>1b. Demonstrating knowledge of students (SC3)</p> <ul style="list-style-type: none"> Knowledge of child and adolescent development Knowledge of the learning process Knowledge of students' skills, knowledge and language proficiency Knowledge of students' interests and cultural heritage Knowledge of students' special needs <p>1c. Setting instructional outcomes (SC4)</p> <ul style="list-style-type: none"> Value, sequence and alignment Clarity Balance Suitability for diverse learners <p>1d. Demonstrating knowledge of resources (SC4)</p> <ul style="list-style-type: none"> Resources for classroom use Resources to extend content knowledge and pedagogy Resources for students <p>1e. Designing coherent instruction (SC4)</p> <ul style="list-style-type: none"> Learning activities Instructional materials and resources Instructional groups Lesson and unit structure <p>1f. Designing student assessments (SC6)</p> <ul style="list-style-type: none"> Congruence with instructional outcomes Criteria and standards Design of formative assessment Use for planning 	<p>Domain 2: Classroom Environment</p> <p>2a. Creating an environment of respect and rapport (SC5)</p> <ul style="list-style-type: none"> Teacher interaction with students Student interactions with one another <p>2b. Establishing a culture for learning (SC1)</p> <ul style="list-style-type: none"> Importance of the content Expectations for learning and achievement Student pride in work <p>2c. Managing classroom procedures (SC5)</p> <ul style="list-style-type: none"> Management of instructional groups Management of transitions Management of materials and supplies Performance of non-instructional duties Supervision of volunteers and paraprofessionals <p>2d. Managing student behavior (SC5)</p> <ul style="list-style-type: none"> Expectations Monitoring student behavior Responses to student misbehavior <p>2e. Organizing physical space (SC5)</p> <ul style="list-style-type: none"> Safety and accessibility Arrangement of furniture and use of physical resources
<p>Domain 4: Professional Responsibilities</p> <p>4a. Reflecting on teaching (SC2)</p> <ul style="list-style-type: none"> Accuracy Use in future teaching <p>4b. Maintaining accurate records (SC6)</p> <ul style="list-style-type: none"> Student completion of assignments Student progress in learning Non-instructional records <p>4c. Communicating with families (SC7)</p> <ul style="list-style-type: none"> Information about the instructional program Information about individual students Engagement of families in the instructional program <p>4d. Participating in a professional community (SC8)</p> <ul style="list-style-type: none"> Relationships with colleagues Involvement in a culture of professional inquiry Service to school Participation in school and district projects <p>4e. Growing and developing professionally (SC8)</p> <ul style="list-style-type: none"> Enhancement of content knowledge and pedagogical skill Receptivity to feedback from colleagues Service to profession <p>4f. Showing professionalism (SC8)</p> <ul style="list-style-type: none"> Integrity and ethical conduct Service to students Advocacy Decision making Compliance with school and district regulations 	<p>Domain 3: Instruction</p> <p>3a. Communicating with students (SC1)</p> <ul style="list-style-type: none"> Expectations for learning Directions and procedures Explanations of content Use of oral and written language <p>3b. Using questioning and discussion techniques (SC2)</p> <ul style="list-style-type: none"> Quality of questions Discussion techniques Student participation <p>3c. Engaging students in learning (SC1)</p> <ul style="list-style-type: none"> Activities and assignments Grouping of students Instructional materials and resources Structure and pacing <p>3d. Using assessment in instruction (SC6)</p> <ul style="list-style-type: none"> Assessment criteria Monitoring of student learning Feedback to students Student self-assessment and monitoring of progress <p>3e. Demonstrating flexibility and responsiveness (SC3)</p> <ul style="list-style-type: none"> Lesson adjustment Response to students Persistence

**Peninsula School District
Danielson Framework for Teaching
Professional Development Plan (PDP) Summarization, Form D
(Level 2 – Teachers)**

Name _____ School Year _____

Location _____ Current Position _____

Professional Development is an on-going process throughout a professional's career. During the school year, periodically reflect on your progress toward your goals.

Middle of the year: At this point in the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What is going well? What would you change and why? Where do you feel you need support? How do you know students are engaged and learning is improving? (Due by Feb. 15)*

End of year: At the end of the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What went well? What would you change and why? How did you know students were engaged and learning improved? What is the final evidence of achievement or movement toward goals? (Complete and return to your supervisor by May 15th)*

This verifies that this staff member has completed one year on PDP and a year-end conference

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Progress is satisfactory Administrator comments attached

ESA Evaluation – Level I

**Peninsula School District
ESA Standards
Level I Responsibilities**

Employees on Level I include any certificated ESA staff new to the district, on a provisional contract, on a temporary contract, on a plan of improvement, or on probation.

Individual

- Meet with administrator to review evaluation process and job expectations **prior to the end of September.**
- Hold conference with administrator to set goals (Professional Goals Worksheet, Form A (Teachers and ESAs), based on the ESA Standards **by October 15th.**
- Expect a Formal Observation (Form E - ESAs) with administrator **within first ninety (90) calendar days of the start of school.**
- Staff will receive at least two Formal Observations; each preceded by a pre-conference, and followed by an optional post conference (upon staff member or administrator request). Written evaluation will be provided **within 6 working days.**
- Gather evidence to document achievement of goals (examples may include: student work, unit plans, classroom newsletters, press releases, videos, etc.).
- Staff and administrator hold conference to review evidence and progress toward goals **by May 15th.** Evaluation Form H – Level I (ESAs) received from administrator **by May 31st.**
- Staff participates in district and building training and seeks out opportunities for professional growth.

Administrator

- Review evaluation process and job expectations with staff **prior to the end of September.**
- Hold conference with staff member to set goals (Professional Goals Worksheet, Form A (Teachers and ESAs)) based on the *ESA Standards*, **by October 15th.**
- Conduct initial Formal Observation (Form E – ESAs) to ensure basic level of competence **within first ninety (90) calendar days of the start of school.**
- Complete at least two formal observations (Form E – ESAs), each with a pre and post conference OR each with a pre-conference. Written documentation will be provided to staff **within 6 school days** of formal observation or series of observations. Either administrator or staff member may request a post-conference.
- Hold conference with staff to review evidence and progress by **May 15th.**
- Complete Evaluation Form F - *Level I (ESAs)* **by May 31st** – forward one copy to Human Resources, one copy to the building file and one copy for staff member.

**Peninsula School District #401
ESA Standards
Evaluation Form F, Level I (ESA)**

Name		Assignment		School/Dept.	
Dates: Goal-Setting Conference		Mid-Year Goals Check			
Observations:					

As required by law, check those criteria listed below as having been reviewed, observed or noted:

EDUCATIONAL STAFF ASSOCIATE CRITERIA	Unsatisfactory	Approaches Standard	Meets Standard	Exceeds Standard
• Knowledge and Scholarship in Specialized Field <small>WAC 392-191-020, #1</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Management of the Special and Technical Environment <small>WAC 392-191-020, #3</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Involvement in Assisting Pupils, Parents and Educational Personnel <small>WAC 392-191-020, #5</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Specialized Skills <small>WAC 392-191-020, #2</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Professionalism <small>WAC 392-191-020, #4</small>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Evaluator's required summary: In the space below, comment on overall job performance. If any criteria are checked as unsatisfactory, it must be addressed. Additional comments may be attached.

I find this employee's overall performance to be:

- Satisfactory
 Unsatisfactory
 Administrator comments attached

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

- Plan of Improvement attached
 Employee statement attached
 Other _____

Peninsula School District #401
ESA Standards
Educational Staff Associates (ESA), Level I
Formal Observation Form E

Name: _____ Position _____ Bldg. _____
 Observation Date/Time _____ Activity/Lesson _____

PROFESSIONAL PREPARATION AND SCHOLARSHIP	
<ul style="list-style-type: none"> Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice, and research related to the field. Exhibits the ability to explain child development concepts and serve as a resource of information for other school personnel. Relates and applies knowledge, research findings and theory to develop a program of services. Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of indiv. students. Staff conveys genuine enthusiasm for what is being taught, and students demonstrate consistent commitment to its value 	My judgment is supported by:
MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT	
<ul style="list-style-type: none"> Staff/student/parent interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are consistently appropriate to students' culture, gender, and developmental level. Selects and recommends assessment materials, resource materials and equipment appropriate to student needs. Demonstrates a broad knowledge of resources and assessment materials including both standardized and non-standardized. Insures proper application and interpretation of such assessments. Uses technology for managing paperwork, communicating effectively and meeting timelines associated with the profession. Protects student and family information as mandated by federal and state regulations & consistently meets statutory requirements. 	My judgment is supported by:
INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL	
<ul style="list-style-type: none"> Plans and implements a program to serve the needs of the school population, and the special needs of individual students. Initiates and/or follows through on recommendations for the counseling groups or other support services to meet the special needs of individual students. Consults with appropriate district staff members concerning the development, coordination ad/or extension of services to those needing specialized programs. Provides staff training to meet the health, safety and educational needs of students. Effectively leads meetings and discussions to determine the delivery of services to students when needed. Responds promptly to requests for support and concerns expressed by other support and instructional staff members. 	My judgment is supported by:

INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL (Con't)	
<ul style="list-style-type: none"> Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students. Presents the school's program to the public when opportunities are available in a professional 	
SPECIALIZED SKILLS	
<ul style="list-style-type: none"> Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable. Instructional goals and behavioral expectations are clear and effective Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families. Assists instructional staff and administrators to utilize specialized information in to the curriculum Administers assessment procedures or organizes and assists those who will administer assessment procedures. 	My judgment is supported by:
PROFESSIONALISM	
<ul style="list-style-type: none"> Responds to parent and staff questions and concerns in an appropriate and timely manner. Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided. Utilizes peer and supervisor feedback to refine and shape practices. Discusses problems, new ideas, gives and receives feedback respecting and accepting various viewpoints. Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession. Implements an effective system for managing timelines and paperwork associated with the profession. Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities. 	My judgment is supported by:

The signature below does not necessarily imply that the employee agrees with the preceding report, only that he/she has seen and discussed it with the evaluator and has been provided a copy. Employee may attach a statement.

Employee statement attached
 Pre-conference Date _____
 Post-conference Date _____

Employee Signature _____ Date _____

Evaluator Signature _____ Date _____

Peninsula School District #401
ESA Standards
Educational Staff Associate (ESA) Personnel, Level 1 & 2
Addendum A

PROFESSIONAL PREPARATION AND SCHOLARSHIP

- Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice, and research related to the field.
- Exhibits the ability to explain child development concepts and serve as a resource of information for other school personnel.
- Relates and applies knowledge, research findings and theory to develop a program of services.
- Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of individual students.
- Staff conveys genuine enthusiasm for what is being taught, and students demonstrate consistent commitment to its value.

MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT

- Staff/student/parent interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are consistently appropriate to students' culture, gender, and developmental level.
- Selects and recommends assessment materials, resource materials and equipment appropriate to student needs.
- Demonstrates a broad knowledge of resources and assessment materials including both standardized and non-standardized. Insures proper application and interpretation of such assessments.
- Uses technology for managing paperwork, communicating effectively and meeting timelines associated with the profession.
- Protects student and family information as mandated by federal and state regulations and consistently meets statutory requirements.

INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

- Plans and implements a program to serve the needs of the school population, and the special needs of individual students.
- Initiates and/or follows through on recommendations for the counseling groups or other support services to meet the special needs of individual students.
- Consults with appropriate district staff members concerning the development, coordination ad/or extension of services to those needing specialized programs.
- Provides staff training to meet the health, safety and educational needs of students.
- Effectively leads meetings and discussions to determine the delivery of services to students when needed.
- Responds promptly to requests for support and concerns expressed by other support and instructional staff members.
- Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students.
- Presents the school's program to the public when opportunities are available in a professional.

SPECIALIZED SKILLS

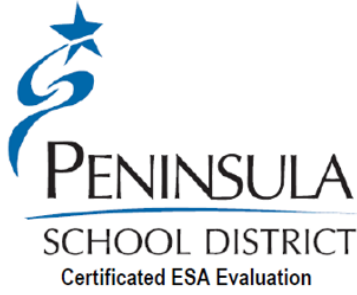
- Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable.
- Instructional goals and behavioral expectations are clear and effective
- Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families.
- Assists instructional staff and administrators to utilize specialized information in to the curriculum.
- Administers assessment procedures or organizes and assists those who will administer assessment procedures.

PROFESSIONALISM

- Responds to parent and staff questions and concerns in an appropriate and timely manner.
- Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided.
- Utilizes peer and supervisor feedback to refine and shape practices.
- Discusses problems, new ideas, gives and receives feedback respecting and accepting various viewpoints.
- Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession.
- Implements an effective system for managing timelines and paperwork associated with the profession. Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities.

APPENDIX G – ESA EVALUATION LEVEL II

ESA Evaluation – Level II



Level 2
ESA Staff not on Level 1,
After employee has completed 4 consecutive years of satisfactory
evaluations, the last 2 years in the PSD

ESA Standards

Table of Contents

- 1) Introduction
- 2) Responsibilities
- 3) Professional Goals Worksheet, Form A
- 4) Professional Development Plan Summarization, Form G
- 5) Standards, Addendum A, ESAs

Peninsula School District
Certificated ESA Evaluation, Introduction

Belief Statement

We believe that professional development in the Peninsula School District is rooted in the intrinsic desire to be a life-long learner and provide quality-learning experiences for all students. The goal of supervision and evaluation is to promote continual professional growth, including the use of new ideas and strategies in a supportive environment, with clear performance expectations. It is anticipated and expected that staff will have room for improvement and should not become alarmed simply because suggestions are made for improving performance.

Guiding Principles

1. Certificated educators want to improve their professional skills and their students' learning. Therefore, our evaluation system will:
 - Reflect the stages of professional growth
 - Provide opportunities for self-reflection
 - Recognize accomplishments and exemplary performance
 - Encourage professional growth and guide staff development
2. Our evaluation system will be:
 - Standards-based
 - User friendly
 - Reflective of different expectations for different job categories
 - Legal, supportive of certification requirements, and termination processes
 - Teachers
 - Educational Staff Associates
 - School Nurses
 - Counselors
 - Psychologists
 - Speech/Language Pathologists (SLP)
 - Occupational Therapists (OT)
 - Physical Therapists (PT)
 - Social Workers
3. There will be coordinated training about (1) goal-setting, (2) observation and the (3) evaluation process for staff & administrators.
4. We are committed to communicating issues/concerns to staff regarding performance, as defined in the *ESA Standards* and committed to working collaboratively to support staff as they work toward improvement.
5. We believe that ongoing feedback is crucial to continued professional growth. Staff can expect frequent "walk-throughs" and informal administrative observations. Peer support and collaboration are encouraged.

PENINSULA SCHOOL DISTRICT
Danielson Framework for Teaching
 Professional Goals Worksheet, Form A, (Teachers & ESAs)
 (To be completed by October 15th)

Staff Member _____ Evaluator _____ School Year _____

Goal using <u>ESA Standards</u> or <u>Danielson Framework for Teaching</u> (1 per page)	Identify those plans, projects, activities, etc., to be completed in support of learning goal	Identify how learning goal will be evaluated, including timelines and responsibility	Please Specify Type of Support Requested, i.e., In Service, Observation/ Feedback, Book, etc.

APPENDIX G – CONT'D

**Peninsula School District
ESA Standards
Professional Development Plan (PDP) Summarization Form G
(Level 2 – ESAs)**

Name _____ School Year _____
Location _____ Current Position _____

Professional Development is an on-going process throughout a professional's career. During the school year, periodically reflect on your progress toward your goals.

Middle of the year: At this point in the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What is going well? What would you change and why? Where do you feel you need support? (Due by Feb. 15)*

End of year: At the end of the year, please reflect on your PDP, for example: *What are your thoughts about your PDP? What went well? What would you change and why? What is the final evidence of achievement or movement toward goals? (Complete and return to your supervisor by May 15th)*

This verifies that this staff member has completed one year on PDP and a year-end conference has been completed.

Employee Signature _____	Date _____
Evaluator Signature _____	Date _____
<input type="checkbox"/> Progress is satisfactory	<input type="checkbox"/> Administrator comments attached

**Peninsula School District
ESA Standards
Level 2 Responsibilities**

All Employees not on Level 1, after employee has completed 4 consecutive years of satisfactory evaluations, the last 2 years in the PSD.

Individual

- Establish personal/professional goals that include district and state *ESA Standards* and support the building goals.
- Meet with administrator by October 15 to discuss and submit *Professional Development Program Plan* which should also address the goals..
- Meet with administrator for mid-year check on *Professional Development Verification Summary, Form G* preferably by February 15.
- Complete end of year *Professional Development Verification Summary, Form G* by May 15.
- Staff participates in district and building training and seeks out opportunities for professional growth.

Administrator

- Meet with staff member prior to October 15 to discuss goals.
- Meet with staff member for mid-year check, preferably by February 15.
- Schedule and hold a conference with each staff member prior to June 1, to review progress on goals.
- Complete *Verification Report* and forward to Human Resources and keep a copy in the building file. Give one copy to the staff member.
- Schedule and participate in training for staff.
- Per RCW 28A.405.100, Subsection 5, every fourth year hold a review conference with staff member, to review reflections and evidence of proficiency and growth in the *ESA Standards* and determine if the staff member will remain on Level 2.

Peninsula School District #401
ESA Standards
Educational Staff Associate (ESA) Personnel, Level 1 & 2
Addendum A

PROFESSIONAL PREPARATION AND SCHOLARSHIP

- Demonstrates knowledge of the principles of human growth and development, and remains current in content, theory, practice, and research related to the field.
- Exhibits the ability to explain child development concepts and serve as a resource of information for other school personnel.
- Relates and applies knowledge, research findings and theory to develop a program of services.
- Demonstrates a strong knowledge of designing practices within the education system to meet the special needs of individual students.
- Staff conveys genuine enthusiasm for what is being taught, and students demonstrate consistent commitment to its value.

MANAGEMENT OF THE SPECIAL AND TECHNICAL ENVIRONMENT

- Staff/student/parent interactions are friendly and demonstrate general warmth, caring, and respect. Interactions are consistently appropriate to students' culture, gender, and developmental level.
- Selects and recommends assessment materials, resource materials and equipment appropriate to student needs.
- Demonstrates a broad knowledge of resources and assessment materials including both standardized and non-standardized. Insures proper application and interpretation of such assessments.
- Uses technology for managing paperwork, communicating effectively and meeting timelines associated with the profession.
- Protects student and family information as mandated by federal and state regulations and consistently meets statutory requirements.

INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

- Plans and implements a program to serve the needs of the school population, and the special needs of individual students.
- Initiates and/or follows through on recommendations for the counseling groups or other support services to meet the special needs of individual students.
- Consults with appropriate district staff members concerning the development, coordination ad/or extension of services to those needing specialized programs.
- Provides staff training to meet the health, safety and educational needs of students.
- Effectively leads meetings and discussions to determine the delivery of services to students when needed.
- Responds promptly to requests for support and concerns expressed by other support and instructional staff members.
- Develops good relationships with parents and community by working constructively with them to improve the educational program for individual and groups of students.
- Presents the school's program to the public when opportunities are available in a professional.

SPECIALIZED SKILLS

- Designs and conducts a structured guidance or other specific instructional program addressing the identified academic, personal/social, and career needs of students as applicable.
- Instructional goals and behavioral expectations are clear and effective
- Accesses and mobilizes partnerships with other educational and social agencies to support the needs of students and families.
- Assists instructional staff and administrators to utilize specialized information in to the curriculum.
- Administers assessment procedures or organizes and assists those who will administer assessment procedures.

PROFESSIONALISM

- Responds to parent and staff questions and concerns in an appropriate and timely manner.
- Actively seeks opportunities for professional development to enhance knowledge and skills related to the services provided.
- Utilizes peer and supervisor feedback to refine and shape practices.
- Discusses problems, new ideas, gives and receives feedback respecting and accepting various viewpoints.
- Meets all contractual responsibilities in a professional manner and demonstrates a strong commitment to the students served and to the profession.
- Implements an effective system for managing timelines and paperwork associated with the profession. Demonstrates an awareness of one's professional strengths and limitations by efforts to improve or enhance competence through a variety of professional development opportunities.