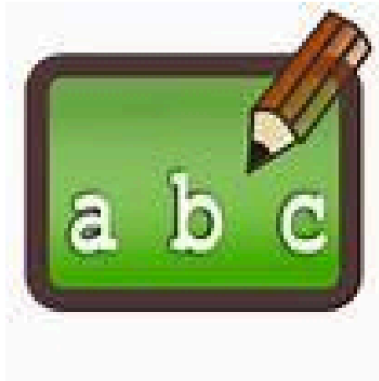


COLLECTIVE BARGAINING AGREEMENT



SUNNYSIDE EDUCATION ASSOCIATION

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SUNNYSIDE SCHOOL DISTRICT NO. 201

2024 - 2026

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PREAMBLE

This document is an Agreement between the Sunnyside School District Board of Directors and the Sunnyside Education Association, which is affiliated with the Washington Education Association and the National Education Association. The hours, wages, terms and conditions of employment contained herein have been bargained and agreed to in accordance with the provisions of RCW 41.59, the Educational Employment Relations Act.

ARTICLE I – ADMINISTRATION

SECTION 1. DEFINITIONS

- A. ***District/Board*** shall mean the Sunnyside School District No. 201, county of Yakima, state of Washington.
- B. ***Association*** shall mean the Sunnyside Education Association which is affiliated with the Washington Education Association and with the National Education Association.
- C. ***Parties*** shall mean the District and the Association as co-signers of the Agreement.
- D. ***Agreement*** shall mean the Collective Bargaining Agreement signed by the parties.
- E. ***Employee*** shall mean a member of the bargaining unit.
- F. ***Day*** shall mean school day, except during summer when it shall mean weekday except for holidays.
- G. ***Superintendent*** shall mean the lead administrative officer of the District.
- H. ***President*** shall mean the presiding officer(s) of the Association.
- I. ***Contract*** shall mean the individual written contract issued to each employee.
- J. ***Act*** shall mean the Educational Employment Act, RCW 41.59.
- K. ***Negotiations*** shall mean collective bargaining as defined in the Act.
- L. ***Qualified*** shall mean holding required endorsement(s), certification(s), required training(s), university/college approval to teach college in the classroom, language ability necessary for the position, and measurable specialized skills.

SECTION 2. RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time (*one-half time or more*) certificated personnel whether under contract or on leave and employed by the Board. Such representation shall exclude Superintendent, assistants to the Superintendent, principals and assistant principals, and directors/coordinators. The term "employee" when used hereinafter in the Agreement shall refer to all certificated employees represented by the Association in the bargaining unit as above defined.

SECTION 3. REPLACEMENT EMPLOYEES/SUBSTITUTE EMPLOYEES

- A. Replacement employees are employees hired to replace an employee on a District-approved leave of absence for seventy-five (75) consecutive workdays or more in any one assignment in a given school year. Replacement employees shall be compensated at a per diem rate based on placement on the salary schedule and shall be entitled to the same contractual rights, salary, and benefits accorded to provisional certificated employees.
- B. Replacement employees shall only be entitled to any continuing contract rights as provided by law if the District provides in writing that the replacement employee's employment shall be extended to a permanent basis. If no such written notice is given to the replacement employee prior to the end of the school year in which the replacement employee was hired, the replacement will be given first consideration over new job applicants seeking positions; provided, however, the replacement employee must still apply for the position.
- C. Classroom teachers who are absent for consecutive days shall have the right to express their substitute preference.
- D. Long-term substitutes employed for a period of time beyond twenty (20) consecutive workdays in any one assignment in a given school year shall be compensated as follows:
 - 1. Substitutes holding a certificate other than Conditional or Emergency will be compensated at a per diem rate based on placement on the salary schedule retroactive to the first day of the assignment.
 - 2. Emergency substitutes holding a BA or BS degree will be placed on the salary schedule on the BA(0) line retroactive to the first day of the assignment.
 - 3. Emergency substitutes not holding a BA or BS degree will be paid at the Long-Term Emergency Substitute rate of 83% of the BA+0 cell per day retroactive to the first day of the assignment, and be assigned a mentor teacher when the assignment is seven (7) weeks or longer.
- E. Excused absence shall be considered uninterrupted service. These employees do not accrue seniority, benefits, or other contractual rights. After thirty (30) continuous days in an assignment, the long-term substitute will be the subject of one (1) formal observation consistent with Article IV, Section 3.
- F. Casual substitutes shall be paid at the Board approved rate and do not accrue seniority, benefits, or other contractual rights.

SECTION 4. STATUS OF THE AGREEMENT

- A. This Agreement shall become effective when ratified by the Board and the Association and executed by authorized representatives thereof.
- B. Violations of this Agreement by the administration shall be resolved with the proper and timely use of the Grievance Procedure.
- C. Violation of this Agreement by members of the bargaining unit and their representatives will be subject to appropriate discipline by the District.

- D. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.
- E. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries and economic benefits.
- F. During years and/or periods of time in between contract ratification and the contract end date, the District and SEA will participate in interest-based bargaining when there is mandatory subject of bargaining; wages, hours, conditions of employment, or new legislation, or as needed. Any new SEA and District agreed to language will be put into practice.

SECTION 5. CONFORMITY TO LAW

If any provision of this Agreement is held to be invalid by operation of law, or a tribunal of competent jurisdiction, such provision shall become inoperative, but the remainder of the Agreement shall remain in full force and effect for the duration of this Agreement. In the event a provision(s) is determined to be contrary to law as stated above, such provision shall be re-negotiated. Negotiation shall commence within a reasonable amount of time after receipt of the written decision.

SECTION 6. PRINTING/DISTRIBUTION

- A. Within thirty (30) days following the ratification and signing of this Agreement by the parties, both Lead Negotiators will proofread and prepare a final draft copy for printing. All certificated individuals making employment applications to the District shall be provided access to the Agreement for their examination. If copies of the Agreement are printed, the cost of printing shall be shared equally between the Board and the Association. The Association shall provide access to the Agreement to each member of the bargaining unit and shall bear the exclusive responsibility of notifying the members of the bargaining unit of the various provisions of the Agreement.
- B. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association. Both the Superintendent and the Lead Negotiators shall sign a verification that the proofs have been read prior to printing.

ARTICLE II - BUSINESS

SECTION 1. EMPLOYER'S RIGHTS AND RESPONSIBILITIES

It is understood and agreed that with the exception of the expressed provisions of the Collective Bargaining Agreement, the Board retains all rights and responsibilities that have been granted or imposed on it by law, rules and regulations of federal, state, county, and all other regulatory agencies.

SECTION 2. ASSOCIATION RIGHTS

- A. The Association and its representatives will be allowed to use District buildings for meetings when rooms are available and scheduled with the building principal for the purpose of transacting Association business.
- B. The Association will be allowed to use District facilities and equipment including computers with internet access, copy equipment, calculating machines and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use. All consumable items used will be paid for by the Association. The Association agrees to repair any equipment damaged as a result of its use. The Association will schedule the use of equipment with the building principal.
- C. The Association will be allowed to post notices of activities and matters of Association concern on bulletin boards in each faculty lounge of each building in the District upon notification of the principal.
- D. The Association will be allowed to use the District mail/email service and employee mailboxes for communication purposes so long as such communications are labeled as Association materials, do not promote political candidates or ballot measures, and do not constitute an unfair labor practice.
- E. Upon request the District shall provide to the Association information as required under the statute which will assist the Association in carrying out its responsibility as the bargaining representative.
- F. The Association and its representatives will have access to all employees during times which will not interrupt instruction. Representatives duly authorized by the Association who participate during working hours in negotiations, grievance proceedings, or meetings with representatives of the District, shall suffer no loss of pay. In a work stoppage, the above provisions may be withheld.
- G. The Association shall be afforded a one (1) hour block of time during the workday to meet with new employees as a group on the new employee orientation day, prior to the first student instruction day.
- H. The association shall be guaranteed a minimum of a two (2) hour block of time on the district welcome back day immediately following the district kickoff to conduct a general membership meeting. Upon request, the district may approve additional time for the meeting as needed.

SECTION 3. ASSOCIATION LEAVE

- A. Thirty (30) days of professional leave shall be provided for Association business. This applies to members of the Association for meetings or conferences, or negotiations when mutually agreed to, or other Association business. The thirty (30) days shall be provided for the total staff, and this provision shall not be interpreted to mean that thirty (30) days leave may apply to each Association officer or staff member.
- B. Requests for leave shall be submitted in writing by the Association President to the Superintendent two (2) days before the leave is to take effect. The reason for the leave is to be clearly stated.
- C. The Superintendent shall acknowledge receipt of the request to the Association President, the principal and the employee taking such leave. The cost of the substitute shall be paid by the Association. The certificated employee shall suffer no loss in any other benefits. Upon return from leave, the employee shall complete the proper leave form as provided by the District.

SECTION 4. DUES DEDUCTIONS AND REPRESENTATION FEES

- A. On or before August 25 of each school year, the Association shall give written notice to the Board of the dollar amount of dues and assessments of the Association including the National Education Association and the Washington Education Association, which dues and assessments are to be deducted in the coming school year under all payroll deductions. The total for these deductions shall not be subject to change during the school year.
- B. **Association Dues** - Reference RCW 41.59.060. The Association, which is the legally recognized exclusive bargaining representative of the certificated staff as described in the Recognition Clause of this Collective Bargaining Agreement, shall have the right to have deducted from the salary of members of the Association, upon receipt of a written authorization form, an amount equal to the fees and dues required for membership in the Association.
 - 1. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee. Dues deduction forms must be delivered to the Human Resources Department within sixty (60) days from the start of school, or within sixty (60) days of an individual's signing of deduction form.
- C. **Representation Fees** - Reference RCW 41.59.100. No member of the bargaining unit will be required to join the Association.

SECTION 5. NO STRIKE

The Association agrees only during the term of this Agreement not to participate nor encourage participation in any strike, work stoppage or slow-down.

SECTION 6. AGREEMENT ADMINISTRATION/INTERPRETATION

Upon request by either party, the Association officials and District administrators shall meet at mutually agreeable times to discuss school problems relating to interpretation or compliance with this Collective Bargaining Agreement. When a request is made, the meeting shall be held within a reasonable amount of time.

ARTICLE III - PERSONNEL

SECTION 1. HIRING PRACTICES

- A. The Board shall in all circumstances employ employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the Office of the State Superintendent of Public Instruction. In the instance the board intends to hire an applicant who requires a conditional or emergency certificate over applicants who are fully certified, the HR director will notify the SEA President(s).
- B. When a new certificated employee is hired/rehired, the district shall notify the Association in writing within five (5) business days. The type of certificate held by each new hire will be included in the notification to the Association.
- C. Non-certificated personnel shall not be assigned to perform work in the instructional setting (classroom) which will substitute or replace an employee in his/her assignment or employment. All certificated personnel within the bargaining unit shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Collective Bargaining Agreement.
- D. Job postings will be listed for a minimum of five (5) days. No job will be filled by a person holding a conditional or emergency certificate until it has been posted for 10 days.
- E. An employee hired with a conditional or emergency certificate, not having completed one or more assessments (i.e. NES, EdTPA, etc.) shall be hired for one year only. If by May 15th of that school year, a non-conditional or non-emergency certificate has been obtained, a contract will be reissued; otherwise the job will be posted.
- F. An employee hired with a conditional or emergency certificate, who is currently enrolled in a teacher prep program that takes more than one year to complete will be hired for two years. If by May 15th of the second year, a non-conditional or non-emergency certificate has been obtained, a contract will be reissued; otherwise the job will be posted. An exception will be made if the employee can provide notification from the preparation program that they will have completed their certificate by June 30th of that year.
- G. When a certificated employee transfers to another position within the district, the district shall notify the Association within five (5) business days.

SECTION 2. ISSUANCE OF CONTRACTS

- A. All individual employee personal service contracts shall be subject to and consistent with Washington State law and the term and conditions of this Agreement. If any individual

employee personal service contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

- B. Individual contracts for employees of the District shall not be issued before May 15 and shall be returned by June 15. A contract will be emailed to the employee each year for electronic signature. The length of the signed teacher contract shall be defined in Article VIII Fiscal, Section 1 Employee Work Year. Any extension of contracted days shall be computed and paid at per diem of the individual's annual contracted rate of pay.
- C. Any employee wishing to terminate his/her employment from the District shall be issued a release from contract until August 1. The district may allow an employee to terminate his/her contract prior to August 15 only when a suitable replacement is hired.
- D. The salary for ROTC is determined by the Army. ROTC staff are entitled to all other contractual rights.

SECTION 3. NON-DISCRIMINATION

- A. There shall be no discrimination against any employee or applicant for employment by reason of race, creed, color, marital status, gender, sexual orientation, age, disability, national origin, or because of their membership in employee organizations; and the Board will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in collective negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement. The Association and the District will cooperate to assure compliance with District policies and non-discrimination laws.

SECTION 4. DUE PROCESS

- A. No employee shall be disciplined including warnings, reprimands, suspensions, discharges, termination or other actions that would adversely affect the employee, without just and sufficient cause. Such discipline shall be in private. In addition, the District agrees to follow, when appropriate, a policy of progressive discipline which may begin with a verbal warning, progress to a written reprimand, then to suspension with loss of pay and when required by the circumstances, include discharge or non-renewal. Depending on the severity of an employee's conduct (which includes sexual misconduct with or physical abuse of a student), the District may skip steps in the progressive discipline model. The District will utilize Just Cause 7 Key Tests in determining action and procedure in discipline cases (See Appendix E).
- B. This provision shall specifically extend to all extended day and extended year employee contracts.
- C. When an administrator directs a member to attend a meeting/discussion/conversation with an administrator the topic of the discussion will be made known to the member at the time of the request/notification, the administrator will let the member know if the topic could lead to discipline, and a meeting time will be mutually decided. The meeting will be held within a reasonable timeframe.

- D. Prior to any meeting where an employee is formally questioned by a supervisor for the purpose of seeking information which may be used as the basis for disciplinary action such as a written reprimand, suspension, discharge or non-renewal, the employee shall be advised that she/he is entitled to request and to have a representative of the Association as determined by the member, SEA President(s), and/or legal representative present at the meeting and any meeting relating to such discipline.
- E. Complaints made against an employee that may lead to discipline will be called to the attention of the employee within five (5) school days. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.
- F. Employees shall be entitled to full rights of citizenship and no religious or political activities outside of the classroom of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee.
- G. An employee has the right to have a representative from the Association as determined by the member, SEA president(s), and/or counsel present when formally being reprimanded, warned, disciplined or adversely affected. All information forming the basis of any reprimand, warning, discipline or adverse effect shall be made available to the employee.

SECTION 5. PERSONNEL FILES

- A. Employees or former employees shall upon request have the right to inspect all contents of their complete personnel file kept within the District. All inspections of files shall be by appointment. Upon request, a copy of any documents contained therein shall be afforded the employee at cost. No secret, alternate, electronic, or other official personnel file shall be kept anywhere in the District. A separate file for processed grievances, if any, shall be kept apart from the employee's personnel file. Grievance files, litigation files, and other files needed by the District to maintain regulatory compliance are not considered personnel files.
- B. Anyone, at the employee's request, may be present in this review.
- C. Any derogatory material placed in an employee's personnel file that is not shown to an employee within a reasonable time after being placed in the employee's personnel file shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
- D. No evaluation, correspondence or other material making derogatory reference to an employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments.
- E. All information documenting any reprimand, warning, discipline, or adverse effect shall be kept in the personnel file for three (3) years. Such material three (3) years old or older shall be expunged from the file unless otherwise required by law.

- F. Upon request by the employee, the Superintendent or his/her official designee shall sign an inventory sheet prepared by the employee to verify contents of the personnel file at the time of inspection by said employee.

SECTION 6. ASSIGNMENT, VACANCIES, PROMOTION AND TRANSFER

A. General Provisions.

1. To assure that pupils are taught by employees working within their areas of competence, employees shall not be assigned except in accordance with the regulations of the State Board of Education and Federal guidelines, to subjects, grades and/or other classes outside their teaching certificates and/or their major or minor fields of study or qualification in specialty areas, unless the provisions of layoff and recall procedures require otherwise. Employees shall be notified in writing not later than the close of school of any changes in their programs and schedules for the ensuing school year, including teaching programs, assignments and special assignments. This requirement may be waived in case of emergency.
2. The District agrees to notify the Association President of job openings by email.

- B. **Voluntary Transfer.** Voluntary transfer is defined as a change from one assignment, building, department, or program to another when the employee has initiated such transfer. In determination of assignments and transfers, the convenience and work of the employee shall be considered to the extent that these considerations do not conflict with the educational program. As to employees who desire a transfer or reassignment, the following procedure shall be used.

1. All vacancies and new positions shall be posted by the district so employees interested in the position can submit an internal application through the District's on-line application system.
 - a. At the middle level, the Principal will notify staff via email of possible changes to assignments/schedules of less than full-time. If the possible changes are .5 FTE or less, the administrator will gather the affected staff to determine assignment. Assignments will be decided by the grade level(s)/department(s). If they are unable to come to an agreement, transfer language will apply. If possible changes to assignments/schedules are .6-.8 FTE, interested parties will email the building administrator expressing their interest. If there is more than one interested party, seniority language shall apply.
 - b. A draft/drafts of the master schedule will be shared with the staff for feedback and input prior to finalization.
2. All vacancies, new positions, and partial assignments shall be filled on the basis of qualifications for the position. Employees within the same building as the vacant position shall be given first consideration. Employees holding a non-conditional or non-emergency certificate will be hired over employees holding conditional or emergency certificates first issued in 2020 or later. If two (2) employees have equal qualifications, as determined by the job posting, the most senior will fill the position.

3. The District shall make all possible effort to fill vacancies and new positions with their present teaching staff before out-of-district hiring can occur.
4. When a person on a continuing contract moves into a 1-year-only position within the same certification, the 1-year-only position will be assigned to the vacated position.
5. A voluntary transfer request may be denied by the District under the following circumstances:
 - a. The employee is provisional, or
 - b. The individual's final overall evaluation is "unsatisfactory", or
 - c. The individual's final overall evaluation has two or more categories marked "area for growth".
 - d. The employee holds a conditional or emergency certificate first issued in 2020 or later.
 - e. An individual's final overall evaluation is "basic" and the SEA President has had a discussion with the superintendent.
 - f. The employee lacks the qualifications, as determined by the job posting, for the position.

The District may consider extenuating circumstances.

A denial of transfer is subject to the grievance process as stated in Article IV - Grievance Procedure.

A voluntary transfer is not eligible for pay for moving and setting up a new classroom.

C. Involuntary Transfer Involuntary transfer is defined as a change from one assignment, building, department, or program to another when the employee has not initiated such transfer. It is recognized that an involuntary transfer is not a generally satisfactory method for solving staffing issues or filling vacancies, and will only be initiated when all other reasonable avenues have been pursued. In the event of involuntary transfer(s) are necessitated, the following shall apply:

1. The Superintendent or their designee shall notify the SEA President(s) of the need for the involuntary transfer. All staff of the building impacted by the impending change will be notified by the building principal through email, and the District will first ask for a qualified volunteer within the affected building. The volunteer must express their willingness to transfer in writing.
2. If there are no volunteers for transfer, employees will be selected for involuntary transfer based on required qualifications, as determined by the job posting, and in order of least seniority within the affected building, based on the definition of seniority as contained in Article 5 of this agreement. The Superintendent, or their designee, shall notify the affected employee in writing of the involuntary transfer and reasoning behind the decision.
3. The affected employee will be considered part of their current building and able to apply for any open "in-building only" position(s) for which they are qualified until the first

- contract day in their new position.
4. The affected employee may apply for any open position(s) for which they are qualified within the district.
 5. Any employee affected by involuntary transfer shall be compensated two (2) days at the per diem rate. If the involuntary transfer occurs after the start of the school year, the affected employee will be provided two (2) release days in lieu of monetary compensation.
 6. Involuntarily transferring the least senior employee of a building may lead to an opening which will be filled by in-building transfers.
- D. Any certified staff required to move classrooms will be compensated two (2) days at the per diem rate.
- E. When employees are transferred due to a building closure, the opening of a new building, or otherwise involuntarily transferred, the employer will provide physical assistance and transportation for instructional supplies, materials, and equipment for the affected employee(s).

SECTION 7. EMPLOYEE FACILITIES

- A. Each building shall maintain a supply of basic office supplies and shall whenever practical have the following facilities and equipment:
1. adequate space in each classroom to safely store instructional materials and supplies;
 2. a work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
 3. a furnished faculty lounge separate from any work area and equipped with a local only telephone line and instrument;
 4. a serviceable desk and chair and a filing cabinet of adequate size in each classroom;
 5. a communication system between classrooms and the main office;
 6. well-lighted and clean restrooms, separate for each sex and separate from student restrooms.
- B. In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area and outside door of their assigned building.
- C. An adequate part of the parking lot at each school will be reserved for employee parking.
- D. The Board and the Association mutually agree that many of the above conditions now exist. Where there are deficiencies in the above, effort, where financially feasible, will be made to implement this provision.

SECTION 8. EMPLOYEE PROTECTION

- A. The District shall provide employees with liability insurance covering injury to persons and their property, and insurance protecting employees from loss or damage of their personal property incurred while engaged in the maintenance of order and discipline and the

protection of school personnel and students, and the property thereof when that is deemed necessary by such employees as outlined by RCW 28A.400.370.

- B. The District will render assistance to the employee in connection with handling of the incident by law enforcement authorities.

SECTION 9. SAFE WORKING CONDITIONS

No employee will be required to remain in any building or area that has been evacuated because of potentially hazardous conditions.

SECTION 10. INAPPROPRIATE BEHAVIOR PROHIBITED

- A. Employees should not be subjected to harassment, intimidation, inappropriate behavior or interference by a parent, student, co-worker, or any other person in the performance of the employee's duties. Employees will not be expected to remain in any meeting or activity in which prohibited behavior occurs.
- B. Administrators will take appropriate steps so that employees are not subjected to further harassment, inappropriate behavior, or interference.
- C. Staff members, who believe they have been the subject of harassment, intimidation, inappropriate behavior or interference, or who have witnessed any of these, will report the incident in a timely manner to the immediate supervisor. The immediate supervisor shall report this information to the Superintendent and SEA President. Further action as deemed appropriate will be taken (which may include reporting the incident to law enforcement authorities). The results of the investigation will be reported to the complainant.

SECTION 11. THREAT AND/OR ASSAULT ON AN EMPLOYEE

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by any person, including a student, parent, guardian, or co-worker shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault no later than the next school day.
- D. Staff who are threatened and/or assaulted at school may request and shall be provided paid administrative leave for the remainder of the day.
- E. The District shall inform the employee of any disciplinary action taken against the student.
- F. The District acknowledges the extraordinary impact that serious threats an

assault on staff members have on the educational process and will, therefore, take disciplinary action.

1. Such disciplinary action may include long-term suspension, expulsion or emergency removal whenever appropriate in accordance with student due process rights and all applicable laws and regulations.
 2. Pursuant to RCW 28A.600.460, a student committing an assault or any offense listed in chapter 9A.36, 9A.40, 9A.46, or 9A.48, when the activity is directed toward the teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned.
- G. The District shall inform the employee of the legal rights and alternative courses of action available to the employee. Employees assaulted and injured by students will file a Worker's Compensation claim in accordance with District Policy. When absence or disability results from injury sustained in the course of employment, employees shall suffer no loss in wages or other benefits. No part of such employee absence will be charged to sick leave. When the employee receives workers compensation, the District shall only be liable for the difference between the employee's wage and the amount of worker's compensation awarded.
- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. If an employee is threatened or assaulted outside of their role as an employee of the District, the District will still take the report seriously and follow appropriate safety procedures to ensure the individual's well-being.

SECTION 12. SOCIAL MEDIA DIRECTED AT EMPLOYEES

In the event that the district is made aware, through the report of an employee or other sources, that a social media or other web site is being used to libel, slander, (RCW 9.58.010) or impersonate a member of the bargaining unit, then the district will take the following steps:

1. The immediate supervisor shall report this information to the Superintendent and SEA President. Further action as deemed appropriate will be taken (which may include reporting the incident to law enforcement authorities). The results of the investigation will be reported to the complainant.
2. The district will make a reasonable effort to determine the source of the material.
3. If the material has been created or posted by a student or students within the district, the district will take disciplinary action against such students due to the nexus between the posted material and the reputation and professional standing of the educator. Such discipline will be administered in a manner consistent with the severity and impact of the Internet content and the legal rights of the offending student.

4. The district will contact the host of the site on which such material has been posted, alerting them to the slanderous/libelous nature of the posted information. The district will request that the entity hosting the site remove the material or, at minimum, clearly tag the material as not being posted or endorsed by the district and its employee.
5. At the election of the impacted teacher, the offending student will be removed from that teacher's class for the remainder of the academic year.
6. The district will initiate a complaint with law enforcement officials at the request of the impacted teacher, and will provide support for the investigation and prosecution of any potential or actual charges.

SECTION 13. COMPLAINTS/CRITICISM

- A. Any complaint that will be investigated, by any district administrator, and/or may lead to a directive or discipline made against an employee by any person, coworker, parent, and/or student, will be promptly called to the attention of the employee and a copy of any written complaint and the complainant's name will be provided at the time of notification. Any complaint not called to the attention and not provided to the employee may not be used as the basis for any reprimand, discipline or discharge.
- B. Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents, other employees, or at public gatherings, if possible. All critiques shall be confidential.

SECTION 14. EMPLOYEE RESPONSIBILITY

The employee shall care for instructional materials and equipment and shall promptly report damages, loss, theft of equipment, furniture or fixtures to his/her supervisor. Assistance will be provided to help inventory textbooks and supplemental materials at the end of each school year upon request.

ARTICLE IV.A - OBSERVATION/EVALUATION/PROBATION, PROFESSIONAL GROWTH PLAN

SECTION 1. PURPOSE

The evaluation procedure set forth herein provides for a growth mindset to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas, and provides support for professional growth through the systematic assessment of employee performance. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:

1. An evaluation system must be meaningful, helpful, and objective;
2. an evaluation system must encourage improvements in teaching skill, techniques, and abilities by identifying areas needing improvement;
3. an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
4. an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the person's subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

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

1. To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.
2. To assist classroom teachers and certificated support personnel, who have identified areas needing improvement, in making those improvements.
3. To identify classroom teachers or certificated support personnel whose professional performance is unsatisfactory and for whom remediation is needed.

EVALUATOR QUALIFICATIONS:

All assigned evaluators shall receive annual training in the evaluation processes they will be assigned to conduct that are contained in Article IV of the Agreement and related appendices.

The yearly TPEP training must include the processes laid out in Article IV, and include a focus on at least two (2) of the eight (8) criterion. Each year the Criterion focused on shall rotate so that all eight (8) criterion are addressed over a four year cycle. All SEA head Building Representatives and Executive officers will be invited to attend and participate in this training. This training shall occur before the school year begins. Within fifteen (15) school days of the beginning of the school year the District shall provide the Association with dates and content of the training that each Evaluator has completed.

The District shall report confidentially to the Association President and Lead Grievance Officer the prior year's principal summative evaluation score for each administrator receiving an overall basic evaluation. No principal with an overall basic evaluation will evaluate a teacher with an overall basic evaluation from the previous year, unless by mutual agreement.

The principal/administrator in the school of the employee's primary assignment will evaluate each employee, unless by mutual agreement.

An employee may request an alternative evaluator in writing by September 5. An evaluator change may be initiated by either party due to extenuating circumstances later in the year. This will be agreed upon by the SEA President(s) and the Superintendent.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

The evaluation processes to be utilized for employees shall be as follows:

As used in this section "certificated classroom teacher" and "teacher" mean a certificated employee who provides academically--focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140(1) through (3) and (6)(a) through (e) and (g). It does not include Educational Staff Associates (ESA), Nurses, Counselors, Social Workers, Media Specialists/Librarians, Instructional Coaches, School Psychologists, and Speech Language Pathologists, as they will remain under the previous evaluation system. (See Article IV.B)

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to certificated staff with an assigned group of students for whom they provide academically focused instruction and grades.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. New evaluators may begin observations and collecting evidence before training is complete.

3.1 PROFESSIONAL DEVELOPMENT

Prior to being evaluated under Article IV, each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. All funding provided by the state specific to the purpose of professional development for evaluation shall be

used for that purpose, provided that this money shall not supplant any other district/state/federal funds designed for other professional development purposes or are otherwise negotiated in other provisions of this Agreement.

By September 15th, each employee shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.

3.2 DEFINITIONS, STATE CRITERIA, FRAMEWORK, AND SCORING

A. Definitions

1. Observation shall mean the gathering of evidence made through classroom or worksite visits for the purpose of examining evidence of instructional role over time against the instructional framework rubrics pursuant to this section and appendices.
2. Criteria shall mean one of the eight (8) state defined categories to be scored.
3. Indicator shall mean the sub-section of each criterion.
4. Evaluator shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. The evaluator shall assist the teacher by providing support and resources.
5. Artifacts shall mean any products generated, developed or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.
6. Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment. Input from students, parents, co-workers, or any other source shall not be used as evidence unless it is initiated and agreed upon by the teacher.
7. Not Satisfactory shall mean:
 - Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for a teacher.
 - Level 2: Basic – If the classroom teacher is on a continuing contract with than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.
8. Student Growth Data shall mean the change in student achievement between two points in time within the current school year, as determined by the teacher. Generally, the "two points in time" that are required for the Student Growth process would occur within a unit of study, but is not required. Decisions on assessments used to demonstrate growth must originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

B. State Evaluation Criteria:

The evaluative criteria must contain as a minimum the criteria established by the superintendent of public instruction. These criteria shall be revised upon any revisions made by OSPI. The minimum criteria shall include:

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

C. Instructional Framework

The parties have agreed to the adopted evidence-based instructional framework developed by the University of Washington Center for Education Leadership (CEL) Five Dimensions of Teaching and Learning (5D+). The instructional framework is included in Appendix C-1.

If an adopted instructional framework is contrary to or inconsistent with the terms and conditions of the Collective Bargaining Agreement, the Agreement shall prevail.

Upon mutual agreement, the parties may negotiate a different approved instructional framework.

D. Criterion Performance Scoring

1. Each rating will be assigned the following numeric values:
 - a. Unsatisfactory - 1
 - b. Basic - 2
 - c. Proficient - 3
 - d. Distinguished - 4
2. The final criterion score shall be determined by the Overall Rating Range as set forth in the Final Comprehensive Summative Evaluation Form (Appendix C-2).

E. Final (Summative) Performance Rating

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. No area on the final evaluation shall be marked as unsatisfactory without first having been brought to the attention of the employee. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

1. 8-14 Unsatisfactory
2. 15-21 Basic

- 3. 22-28 Proficient
- 4. 29-32 Distinguished

F. Student Growth Criterion Score

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

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

2. Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers as directed, required, and defined by the Office of the Superintendent of Public Instruction. Student growth means the change in student achievement between two points in time within the current school year as determined by the teacher.

- a. The teacher shall consult with the evaluator to identify student growth and achievement data that are relevant to the teacher and subject matter that will be used in assessment of the state required student growth components. (Appendix C-4)
- b. The evaluator's determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools.

3. An overall student growth score shall be generated for each teacher following the rules and procedures issued by OSPI and as they may be revised from time to time. Ratings will be "low", "average" or "high" as defined by OSPI. (Appendix C-5)

- a. A classroom teacher with a preliminary summative evaluation of Distinguished with a Low student growth rating will receive an overall summative Proficient rating.
- b. Conduct of a student growth inquiry. Within two months of the teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by the evaluator in collaboration with the teacher:
 - i. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district and state-based tools and practices and/or;
 - ii. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned and/or
 - iii. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or;
 - iv. Create and implement a professional development plan to address student growth areas.

- c. A classroom teacher with a preliminary summative evaluation rating of Unsatisfactory who has a high student growth rating will be reviewed by the evaluator's supervisor.

3.3 PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified by September 1st of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Student Growth Goal Setting

The teacher shall determine a student growth goal in collaboration with the evaluator and/or PLC for Components SG-3.1, SG-6.1, and SG-8.1 on a goal setting form (Appendix C-4). The goals for SG-6.1 and SG-8.1 may be the same goal or interrelated.

1. The initial goal setting discussion(s) with the evaluator will take place no sooner than October 31, unless requested by the teacher. Student growth goals setting is an ongoing process and may require many discussions.
2. To embed the use of student growth goals into the regular flow of instruction, it is suggested that the student growth goal cycle is contained within a single unit of study. This means that teachers may not set a student growth goal until later in the year. All teachers will have set their initial student growth goals by January 31.
3. At the teacher's discretion, they may use the formal student growth goal setting process more than once throughout the year in order to improve their practice and to show additional growth for their evaluation.

C. Evidence and Artifacts

1. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation. Evaluator observation data and notes of evaluative conversations with the teacher and the completed negotiated forms contained in this Agreement shall serve as the primary evidence and artifacts for the evaluation process. Additional artifacts and evidence shall be utilized as needed to complete the record of the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be used to determine the final evaluation score.
3. A teacher may, but shall not be required to, submit artifacts and evidence for completion of the evaluation, other than student growth data.
4. Input from students, parents, co-workers, or any other source shall not be used as evidence unless initiated by the teacher.

D. Record-Keeping

The District shall adhere to the following:

The evaluator may keep an evaluation folder that will include evaluator working notes, records and materials relevant to the teacher's performance and evaluation forms. "Working notes" are those notes created by an evaluator. The completed evaluation forms shall be transferred to the classroom teacher's personnel file at the end of the school year. The evaluator may also maintain a copy of working notes and completed evaluation forms in the evaluation folder from year to

year so long as he/she continues as the evaluator for that classroom teacher by mutual agreement. Once an evaluator is no longer the evaluator of a particular classroom teacher, all copies of working notes and completed evaluation forms will be destroyed. Teachers shall not be required to share personal assessment information with any electronic data collection system. Any and all data or other electronic data collection system, should be considered confidential.

E. Electronic Monitoring

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

3.4. COMPREHENSIVE EVALUATION

The comprehensive Evaluation is a growth-oriented, teacher/evaluator collaborative process that requires teachers to be evaluated on the eight state criteria.

A. All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive cumulative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. Each teacher will be notified by September 1, whether they will be evaluated on the comprehensive or focused evaluation.

B. The following categories of classroom teachers shall receive an annual comprehensive summative evaluation:

1. Classroom teachers who are provisional employees under RCW 28A.405.220 shall be evaluated using the comprehensive process during each year of their provisional status.
2. Any classroom teacher who received a comprehensive summative evaluation performance rating of Level 1 or Level 2 in the previous school year.
3. Any employee who returns from a leave of absences of one year or greater will be on a comprehensive evaluation.

C. Observation cycle

1. Pre-observation conference

A pre-observation conference shall be held prior to the first observation.

The teacher and evaluator will mutually agree when to conference. When possible, the conference shall be held in the teacher's classroom to facilitate the documentation of artifacts and evidence. The purpose of the pre-observation conference is to discuss:

- a. student growth goals
- b. set the date of the first observation

The discussion may also include:

- c. professional growth goals
- d. professional activities to be observed and possible observable evidence to meet the scoring criteria.
- e. self-assessment
- f. a pre-observation conference form (Appendix C-8) may be referenced during this conference as guiding questions

2. Observations

- a. The first observation for each employee shall be conducted by the second Friday in December. This observation will be a minimum of 30 minutes.
- b. The observation will occur no later than five (5) school days after the pre-observation conference, unless mutually agreed upon.
- c. A minimum of two more observations will occur throughout the year.
 - i. The purpose of these observations is to collect evidence and to provide feedback to the teacher and to address any area of concern. If there is an area of concern, the evaluator will identify, in writing, specific concerns that may lead to an unsatisfactory rating for the applicable criteria and provide recommendations for improvement with the district support and resources to address the concern.
 - ii. Each of these observations shall be a minimum of fifteen (15) minutes.
 - iii. The evaluator shall solely conduct each observation, unless otherwise previously agreed to by the teacher.
 - iv. The second observation will take place by February 28/29.
 - v. The third observation will take place before May 1.
- d. When at all possible, observations will not take place on half, early release, or late start days, the day before or after winter or spring break, the week of parent-teacher conferences, on the day following an absence of the employee, and on days of an assembly or a modified schedule unless otherwise agreed to by the employee. A minimum of fifteen (15) school days shall exist between observations, unless requested by the teacher.
- e. The evaluator will document all observations and provide feedback using the rubric (Appendix C-1) to the employee within five (5) days following the observation date and when applicable, at least one (1) day prior to the post observation conference.
- f. The teacher shall be provided the opportunity to submit additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be considered on the observation report form and may be used to determine the final summative evaluation score.
- g. The total annual observation time shall not be less than sixty (60) minutes.
- h. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes. Any observation shall not be less than fifteen (15) minutes in length.

3. Post-Observation Conference

- a. Following the first observation, and any other observation if requested by the employee, a post-observation conference between the evaluator and teacher will be held no later than five (5) school days, unless otherwise mutually agreed to by the evaluator and the teacher, or unless delayed by the absence of the teacher or evaluator. The teacher and evaluator will mutually agree when to conference.

When possible, the conference shall be held in the teacher's classroom to facilitate the documentation of artifacts and evidence. The teacher and evaluator will use the rubric as the basis for discussion at the conference.

- b. The purpose of the conference is to review the evidence related to the rubric, and to discuss the teacher's performance.
- c. During the post-observation conference, the teacher and evaluator will sign the rubric form with notes. The teacher's signature does not signify agreement with the observation report. The evaluator may or may not assign numerical ratings to individual components or criteria, based on the evidence collected by the time the report is prepared. The teacher will receive a copy of the completed, signed Observation Report Form. The teacher may attach written comments to the observation report.

4. Final Summative Evaluation

- a. Following the completion of the required observations, the evaluator shall provide the teacher with a draft copy of an Evaluation Report Form (Appendix C-2) reflecting his/her preliminary ratings for the teacher on all criteria being evaluated at least two (2) school days prior to a final summative evaluation conference, which shall be held no later than May 15th. When possible, the conference shall be held in the teacher's classroom to facilitate the documentation of artifacts and evidence. The purpose of the summative rating conference is to discuss the following:
 - i. The evaluator's preliminary rating on all criteria;
 - ii. Student growth data; and
 - iii. Any additional evidence and artifacts the teacher would like the evaluator to consider before making a final summative rating.
- b. Nothing prohibits an evaluator from evaluating all teachers as Distinguished-4 within a school year.
- c. No criterion shall be marked unsatisfactory or basic on the overall rating without first being brought to the employee's attention.
- d. With the mutual agreement of the teacher and evaluator, this final summative conference may be consolidated with a post observation conference following the final required observation, when the final evaluation rating is proficient or distinguished.
- e. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted, except as provided in subsection 8E, in the case of probation extended into the following school year. In the event that the evaluation is not completed during the final summative evaluation conference, the evaluator shall complete the Evaluation Report Form (Appendix C-2) and provide a copy to the employee within five (5) school days.

The final evaluation report and conference shall be completed by May 15th. The evaluator and the employee shall both sign the final evaluation report. The employee's signature on the Evaluation Report Form shall not necessarily indicate concurrence with

the evaluation. The employee has the right to attach an addendum statement no later than five (5) school days following the receipt of the final evaluation report.

3.5 FOCUSED EVALUATION

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria. If a non-provisional teacher has scored at Proficient or higher the previous year, they shall be evaluated using the Focused Evaluation, provided that the teacher may only remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

Should an evaluator determine that a teacher on a focused evaluation be moved to a comprehensive evaluation for the following year, the teacher must be informed of this decision in writing on or before May 15th of the current year. This written notice shall also include a plan of support for the following year.

- A. One of the eight (8) evaluation criteria must be assessed in a focused evaluation. The selected criterion to be evaluated may be proposed by the teacher prior to or at the first pre-observation conference, and must be approved by the evaluator. (Appendix C-6) The selected criterion may have been identified in a previous summative evaluation as benefiting from additional attention.
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.
- D. Observations and conferences for the focused evaluation shall follow the process set forth in Section 3.3, Procedural Indicators of Evaluation, and Section 3.4, Comprehensive Evaluation Process, above.
- E. A teacher on Focused Evaluation will receive the same summative rating as given in the most recent Comprehensive Evaluation. This will, in no case, be less than Proficient. If the teacher on a Focused Evaluation has provided evidence of exemplary practice on the chosen focused criterion, the teacher will receive a summative score of Distinguished. (as per WAC 392-191A-120).
- F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration may be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- G. A teacher may apply the focused evaluation professional growth activities toward the professional growth plan for professional certificate renewal (egg. Pro-Teach) as required by the Professional Educators Standards Board.

3.6 SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE

- A. Prior to the end of the school year, the Association will be notified when any teacher is evaluated Basic or Unsatisfactory following completion of the teacher's final evaluation.
- B. A meeting will be held including the building administrator, SEA representation chosen by the evaluated teacher, and the teacher evaluated as Basic or Unsatisfactory to decide and discuss the plan of support for the coming year. The initial plan for improvement will be completed before the evaluation cycle begins.
- C. When any teacher is evaluated as Unsatisfactory or Basic the following conditions and provisions may be considered:
 - 1. The teacher's class size limits as established in this Agreement;
 - 2. The teacher may be granted up to four (4) days of district funded release time to observe colleagues' instruction;
 - 3. The teacher may request an additional/different certificated employee evaluator;
 - 4. The teacher may be assigned only one (1) work location, i.e., one classroom;
 - 5. A mentor may be assigned;
 - 6. The teacher may request to transfer to another school. The Superintendent may approve or deny this request.
 - 7. The teacher may choose to participate in a voluntary structured support plan;
 - 8. The District will pay for any required in-service training and any required mentor (RCW 28A.405.140). Additional supports may include, but are not limited to: university course work, peer coaching, reading material, and District or ESD staff development courses.
 - 9. Any assigned district-approved support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day/year.

3.7. PROVISIONAL EMPLOYEES

When there is concern that may lead to non-renewal of a provisional employee as documented on an observation report form, the employee will be informed that he/she may request a meeting with Association representation and evaluator to review the expectations for the employee's current position. At that time a plan will be developed to assist the employee in improving his/her performance to an acceptable level. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

- A. A second year Provisional teacher who receives a summative rating of Proficient may be granted continuing contract status for the subsequent school year. A second year Provisional teacher who receives a summative rating of Distinguished shall be granted continuing contract status for the subsequent school year.
 - 1. Provisional Year 1
 - a. Unsatisfactory - Non-Renewal
 - b. Basic - May lead to non-renewal or renewal with continued support for subsequent year
 - 2. Provisional Year 2
 - a. Unsatisfactory - Non-Renewal

- b. Basic - May lead to non-renewal or renewal with continued support for subsequent year
 - c. Proficient - May lead to continuing contract status for subsequent year
 - d. Distinguished - Continuing contract status for subsequent year
- 3. Provisional Year 3
 - a. Unsatisfactory - Non-Renewal
 - b. Basic - May lead to non-renewal and/or continuing contract status for subsequent year
 - c. Proficient - Continuing contract status for subsequent year
- B. Before non-renewing a provisional teacher, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. Efforts may include:
 - 1. A description of the assistance and services the District will provide to the teacher to improve his/her performance;
 - 2. Periodic reports from the evaluator on the teacher's progress toward remediating deficiencies;
 - 3. Written notice regarding performance concerns to the Association and teacher prior to April 1.

3.8 PROBATION

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

- A. The following comprehensive summative evaluation performance ratings mean a classroom teacher's performance is judged not satisfactory:
 - 1. Level 1 - Unsatisfactory
 - 2. Level 2 - Basic - if the teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.
- B. Teachers may only be placed on probation from the Comprehensive Evaluation Process.
- C. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to non renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.
- D. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Article IV Section 3, and,
 2. A recommended specific and reasonable program designed to assist the teacher in improving his or her performance.
- E. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is Unsatisfactory.
- F. Before being placed on probation, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:
1. Specific areas of performance deficiencies identified from the instructional framework;
 2. A suggested specific and reasonable plan for improvement;
 3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area or areas of deficiency.
- G. A plan of improvement will be developed and will include the specific evaluative criteria which must be met and the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation and will include supports provided and funded by the district (see section 3.6.B.1-9), and the dates those supports will be put in place. Any of these support activities shall be compensated at the employee's per diem rate of pay for any time that occurs outside the normal work day /year.
- H. Evaluation During the Probationary Period:
1. Prior to the recommendation of probation, the evaluator shall hold a meeting with the employee to discuss performance deficiencies and the improvement measures to be taken. The employee may request an Association representative attend this meeting.
 2. Once an employee has been placed on probation, the areas of deficiency and criteria for improvement may not be changed.
 3. During the probationary period, the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The teacher may request a union representative at any/all conferences. The provisions of Section 3 above shall apply to the documentation of observation reports and evaluation reports during the probationary period.
 4. The probationary teacher must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation.
 5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted.

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

J. Evaluator's Post-Probation Report

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

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

K. Action by the Superintendent:

Following a review of the report submitted pursuant to paragraph J. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. (RCW 28A.405.100 Section 4d)

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

3.9 DISCHARGE

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation below level 2 for two (2) consecutive years, the District shall, within ten (10) days of the completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the teacher notification of discharge as provided in RCW.28A.405.300.

3.10 PROBABLE CAUSE

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

3.11 EVALUATION RESULTS

A. Evaluation results may be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.

4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
5. And must be used as one of the multiple factors in making human resource and personnel decisions, only as defined elsewhere in this Agreement.

B. Evaluation results shall not be:

1. Shared or published with any teacher-identifying information.
2. Shared or published without notification to the individual and Association for their approval to release or act to block such publication (if the release is required by law).
3. Used to determine any type of base or additional compensation.

3.12 DISTRICT TPEP STEERING COMMITTEE

A District TPEP Steering Committee will be maintained and consist of four (4)- ten (10) SEA-appointed representatives and four (4)- ten (10) District-appointed Administrators.

The purpose of this committee is to: problem solve, address contract language, analyze federal and state evaluation requirements, and assure best practices to support professional growth. This committee will annually review inter-rater reliability and address any discrepancies. District TPEP Steering Committee shall meet quarterly throughout the school year, or as needed.

This committee shall be co-chaired by a SEA member chosen by the SEA, and a District Administrator.

ARTICLE IV.B - EVALUATION - PROBATION

SECTION 1. PURPOSE

The purpose of evaluation is to encourage improvements in teaching and learning through the use of clear objective performance standards and authentic assessment processes. The evaluation procedure recognizes high levels of performance and encourages improvement in specific identifiable areas through the systematic assessment of performance as it relates to the adopted criteria. The evaluation process is intended to be respectful, meaningful, helpful, and emphasize positive interaction between the evaluator and the person being evaluated.

SECTION 2. PROCEDURE

- A. The principal shall give each employee a copy of the Observation Report Form attached to this Agreement as an appendix at the first building meeting of the year after all employees are assigned to their schools, and shall inform them of the evaluation process and its purpose in the District.
- B. Employees in a school building shall be observed in the following order:
 - 1. employees new to the District (*first year provisional employees*);
 - 2. employees new to the building, but not new to the District; and
 - 3. employees not new to the building.
 - 4. The sequence of (1) and (2) may be varied by the evaluator upon mutual agreement with the employee to be evaluated, in order to provide efficient use of time and scheduling of observations.
- C. The administrator/principal in the school of the employee's primary assignment will evaluate each employee unless by mutual agreement.
- D. No area on the final evaluation should be marked as unsatisfactory without first having been brought to the attention of the employee.
- E. The following conditions shall be considered when an evaluation of an employee takes place. The evaluation report shall consider the specific condition(s) in the employee's instructional setting as they relate to the following items:
 - 1. Class size;
 - 2. availability of supplies and equipment for the instructional program;
 - 3. physical facilities and location to accommodate the learning environment as necessitated by the area of instruction being taught;
 - 4. preparation time;
 - 5. administrative support in dealing with disciplinary problems.
- F. Employee placement on the short form evaluation shall be as outlined in RCW 28A.405.100. The short form evaluation is an option under the following guidelines:

1. Four (4) years of successful final yearly evaluations in the Sunnyside District.
2. When an employee transfers, changes grade levels, or returns from a leave of absence, he/she will be on the long form for one (1) year. If that year is successful, he/she would then be eligible to be on the short form again.
3. If at any point during the year the employee receives an area marked unsatisfactory, the employee will be returned immediately to the long form. If an area for growth or “unsatisfactory” is indicated on the final yearly short form evaluation, the employee would return to the long form. Once all criterion meets expectations again, the employee would be eligible to return to the short form.
4. No more than two-thirds (2/3) of the staff shall be on the short form each year. No one shall be on the short form more than two (2) consecutive years.
5. Unusual circumstances would be up to the discretion of the building administrator as to eligibility for the short form, (i.e. a teacher looping with a class).

SECTION 3. OBSERVATIONS

- A. **Long Form** - Employees will be observed at least twice annually in the performance of their assigned duties for a minimum of sixty (60) minutes prior to the formal evaluation conference, with one (1) observation being no less than thirty (30) minutes in length.

Short Form - Evaluation shall include a thirty (30) minute observation during the school year with a written summary.

For new employees, the first formal evaluation conference shall be held within the first ninety (90) calendar days of employment.

For continuing employees, the formal evaluation conferences shall be held by May 1.

- B. Observations, where appropriate, shall take place under a variety of circumstances such as different subject areas, different instructional methods, and different times of the day, week and year.
- C. The evaluator and the evaluatee shall plan in advance for at least one (1) of the required classroom observations. No later than five (5) school days following the observation, the evaluator shall discuss the observation with the evaluatee and provide the evaluatee with a copy of the Observation Form used during observation.
- D. Media Specialists can be evaluated on either the Certificated Teachers Evaluation Form or the Certificated Support Staff Evaluation Form by mutual agreement of the media specialist and the building administrator until a separate library media specialist evaluation form is approved.
- E. Provisional employees will be observed and evaluated pursuant to Article IV, excluding probationary procedures. The final evaluation will be completed no later than April 1. If the employee is found by the evaluator to perform unsatisfactorily overall, the employee will be immediately notified of the reason(s) that he/she will be recommended for non-renewal of contract. If the employee submits a resignation prior to May 1, no recommendation for non-renewal will be made.

SECTION 4. EVALUATION REPORT

- A. The administrator/principal or immediate supervisor will review the Evaluation Report Form for the employee's personnel file at the conference. The final evaluation conference shall be held no later than five (5) school days following the final observation of the employee.
- B. The employee's signature on the Evaluation Report Form shall not necessarily indicate concurrence with the evaluation. The evaluatee has the exclusive right to attach an addendum statement.
- C. Distribution of the final Evaluation Report Form shall be:
 - 1. original - school district personnel file;
 - 2. first copy - principal; and
 - 3. second copy - employee

SECTION 5. PROBATIONARY PROCEDURE

- A. The probationary procedure as set forth herein shall provide an employee (excluding provisional employees) with assistance through consulting, counseling and providing other resources as may be utilized in the improvement of performance relating to the instructional program. If it becomes necessary to place an employee on probation, such action shall be in accordance with the Evaluation Procedure as contained in this Agreement.
- B. Such probationary period shall begin any time after October 15 and shall continue for up to sixty (60) days. The probationary process is to be implemented and completed within this time frame. In carrying out the probation procedure, the following steps shall be followed:

STEP 1

The principal shall meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference shall be held before the date of the formal evaluation and in no case later than January 20. The employee shall have an opportunity to have an Association representative in attendance at the conference.

STEP 2

If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The recommendation for probation must be made in writing and a copy of that recommendation be sent to the employee. The recommendation for probation will include a specific and reasonable program for improvement as follows:

- 1. a precise definition of the problem in terms of adopted criteria;
- 2. a precise set of expectations delineating what levels of performance would constitute acceptable performance in the problem areas defined;
- 3. a prescription for remediation which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance; and

4. a prescription for assistance by the administrator/principal which spells out courses of action whereby the employee will be assisted, counseled and tutored in improving the level of performance to an acceptable level.
5. a statement of the sixty (60) day duration of the probationary period.

STEP 3

The Superintendent, or his/her designee, shall review the administrator/principal's recommendation for probation. If the Superintendent or his/her designee determine that there is an alternative to probation, he/she may continue to work with the parties involved as an alternative to probation.

STEP 4

The decision to place an employee on probation is to be determined by the Superintendent. If an employee is placed on probation, the actual letter of probation from the Superintendent to the employee must include all the provisions of Step 2 of this probationary process, as well as being consistent with this and other provisions of the Agreement and state statutory requirements. During the probationary period the principal shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Step 2 above shall apply to the documentation of evaluation reports during the probationary period.

STEP 5

If by May 1 and after all the steps and processes of the probationary period have been followed, the employee does not demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee may be eligible for non-renewal of contract.

Conversely, if by May 1 and after all the steps and processes of the probationary period have been followed, the employee does demonstrate the acceptable level of performance as originally stated in the probationary recommendation, the actual letter of probation and subsequent supportive evaluation documentation, then that employee shall be given a favorable evaluation for inclusion in the employee's District personnel file.

In either case, the Superintendent shall notify the employee in writing no later than May 15 of the status of his/her contract renewal.

SECTION 6. PROFESSIONAL GROWTH PLAN

- A. **Definition:** As used in this Agreement the term "Professional Growth Plan" (PGP) shall mean a voluntary plan by an employee designed to improve that employee's professional performance. This plan focuses on professional growth and is separate from the summative evaluation. (*Employees whose work is judged to be unsatisfactory, based on the evaluation criteria and procedure will not be eligible for a PGP.*)
- B. **Purpose:** The purpose of the Professional Growth Plan is to assist employees in personal professional development toward personal development goals in order to encourage

improvements in teaching skills, techniques and abilities. It will allow them to embark on challenging and innovative methods in education. Professional development is the desired outcome of the PGP. These procedures will be used to encourage employee self-assessment and goal setting; provide opportunities for and encourage sharing among teaching and support staff of personal professional experience and expertise; aid employees in planning personal professional growth plans; provide opportunities for parents, students, and other interested community members to offer meaningful input to their schools through their observations of instructional effectiveness; and link identified professional needs with appropriate in-service, staff development, and other improvement opportunities.

- C. **Plan:** Each employee is encouraged to develop his/her own PGP. Such plan will be developed, maintained and executed independently of administrative interference, but with administrative assistance as requested by the employee. Such plans may utilize one or more of the following sources of information in its development: (1) peer review and evaluation, (2) input by parents, (3) input by students, (4) personal and/or professional goals; (5) school district goals; (6) building goals; (7) self-assessment; (8) personal academic records; and (9) school district evaluations
- D. **Professional Growth Plan Results:** It is important to note that the materials/records/portfolios that are developed as a result of the employee's professional development shall be the property of the certificated staff member and shall not be retained in the employees personnel file or used by the District in its formal evaluation criteria. If an employee elects to share the processes and/or results of his/her PGP with his/her peers, other staff, administrators, or no one, is the right of the employee, unless there has been a stipulation made ahead of time that the information obtained would be shared.
- E. **Funding:** The District shall establish a Professional Growth Plan Fund for materials not to exceed \$3,000. Employees who have approved plans (*signed off by the principal of the school*) may access funds by making an application to the PGP Committee. Said Committee shall authorize allocation of PGP funds for approved PGPs up to \$200. The PGP Committee shall have the option to establish such additional requirements for form and content of funding application as it determines consistent with sound pedagogy and research principles and accountability standard.

ARTICLE V - REDUCTION IN FORCE (RIF) AND RECALL

SECTION 1. INITIATION OF LAYOFFS

- A. The term "RIF" as used herein refers to action by the Board reducing the number of employees in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.
- B. Employees with valid contracts will not be laid off during any school year. In the event of layoff, the Board shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which layoff would occur.
- C. Employees shall not be laid off pursuant to a necessary reduction in personnel unless all available revenues of the District projected for the forthcoming fiscal year will not provide for a balanced budget as defined as expenditures not exceeding income.
- D. In the event that the Board anticipates a layoff of employees, the Board will notify the Association at least thirty (30) calendar days before May 15 and shall provide the Association with a detailed report on the financial affairs of the District demonstrating that the projected revenues will not provide for a balanced budget.
- E. The Board shall also make available to the Association an accurate, up-to-date account of all voluntary gifts, contributions, donations, bequests or pledges to the District. All non-categorical cash reserves and contingency funds will be depleted by the Board and placed in the general fund for operational expenditures.

SECTION 2. CRITERIA

- A. Employees shall qualify for placement in the following categories:
 - 1. K-5
 - 2. K-5 endorsement required areas
 - 3. 6-8 by endorsement area
 - 4. 9-12 by endorsement area
 - 5. K-12: Education Staff Associates
 - 6. Vocational Education
 - 7. Special Education
- B. An employee shall be placed in the categories for which he/she qualifies and/or is endorsed. Such placement must be in conformance with the certification and endorsement requirements of the State Board of Education and the office of the OSPI. Layoff or recall shall be in accordance with those areas. In order to qualify for an area not currently assigned, the employee shall hold certification required by OSPI or federal program.

SECTION 3. SENIORITY

- A. Layoff shall be by seniority only as modified by the provisions of this Section as hereafter established. Seniority shall be determined within retention categories with employees holding a conditional or emergency certificate first issued in 2020 or later being laid off first, followed by the least senior employee within each category. Seniority is defined as teaching experience from any district in the State of Washington (see Article III, Section 6D). Less

than a full year teaching experience shall be computed as the actual number of days employed by a district as a full-time employee excluding any substitute service. A seniority list ranking each employee from greatest to least seniority shall be provided to the Association by March 1.

- B. In the event of more than one individual employee having the same seniority ranking as defined in paragraph A above (teaching experience in the State of Washington), the employees shall be ranked most senior to least senior in accordance with the employee's teaching experience in the District.

In the event more than one (1) employee has the same seniority ranking after applying the above provisions, all employees so affected will be ranked in accordance with the total number of education credits beyond the BA degree submitted to the District as of September 10 of the current school year.

- C. If after applying the above provisions more than one individual employee still has the same seniority ranking, employees shall participate in a drawing, by lot, to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

SECTION 4. PROCEDURE

- A. In the event it becomes necessary to layoff employees, the following procedure will be implemented:
 - 1. The staff requirement and projected student enrollment for all schools in the District will be listed by building.
 - 2. Staff election to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position, of teachers holding non-conditional and non-emergency certificates; provided, that where teaching assignments require special certification by state regulations, such assignments shall be filled with employee's currently holding such special certificates.
 - 3. Employees holding conditional or emergency certificates will be placed by years of service after all employees holding non-conditional and non-emergency certificates have been placed. Employees currently assigned in **full-time** teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority and shall not be obligated to accept any part-time teaching position, but may choose to accept such a position on a voluntary basis.
 - 4. Employees currently assigned in **part-time** teaching positions shall be assigned to part-time teaching positions only consistent with their individual seniority and shall not be assigned to any part-time teaching position unless such a position is declined by all employees (*full and part-time*) with greater seniority.
 - 5. Individual employees not assigned to a teaching position will be notified of layoff in accordance with the aforementioned provisions of this Section and will be recalled as requirements permit.

- B. Employees on layoff shall be placed in a rehiring pool and ranked by seniority therein. It is understood and agreed that although employees properly laid off pursuant to the terms hereof and in compliance with applicable law may not have a continuing contract guaranteeing them a teaching position and a salary for the forthcoming fiscal year, each laid off employee shall be considered as having employment status with the District for purposes of seniority, insurance and other fringe benefits as described in Section 7 below. A laid-off employee shall be considered to have employment status with the District for a period of two years following layoff.

SECTION 5. RECALL PROCEDURE

- A. In the event that additional students enroll in the District or additional revenues become available, the Board shall first recall all employees in the bargaining unit who have been laid off before the Board employs or assigns any additional personnel to fill teaching assignments. Employees on layoff shall first be recalled by seniority. Employees who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided that such employees shall have the option of accepting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position. The recall procedure does not apply to provisional employees who were nonrenewed in accordance with RCW 28A.405.220.
- B. Employees who were previously assigned to part-time teaching positions shall be recalled to part-time teaching positions provided that no part-time employee with less seniority shall be recalled to any part-time teaching position unless such a position is declined by all employees (*full and part-time*) with greater seniority.

SECTION 6. NOTIFICATION OF RECALL

- A. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of each employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the employee.
- B. Any employee so notified shall respond within five (5) calendar days from receipt of said notice whether the employee accepts or rejects the position. If an employee rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this Section, the employee shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

SECTION 7. LAYOFF BENEFITS

- A. Any person not renewed under this RIF policy shall have the right to continue any and all insurance and medical provisions provided they pay their own premium.
- B. All positions of substitute employees shall be offered to employees on recall, in rotating alphabetical order, before any other person is offered such a position.

- C. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave and credits towards sabbatical eligibility, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

SECTION 8. AFFIRMATIVE ACTION

It is understood that this policy may be amended to coincide with any requirements imposed upon the District in reference to its affirmative action program.

SECTION 9. STATE ACCREDITATION

It is further understood and agreed to that every attempt will be made to maintain standards for state accreditation.

ARTICLE VI - INSTRUCTION

SECTION 1. PREPARATION PERIODS

Because preparation time is self-directed by members, interruptions during this time should be kept to a minimum.

A. High School.

One (1) class period per day.

B. Middle School.

One (1) class period per day.

C. Elementary Schools.

Each elementary certificated employee will be provided with a minimum of fifty (50) continuous minutes daily (exclusive of the 60 minutes before and after school).

Each elementary certificated employee will receive a 15 minute period of student-free and duty-free time daily, exclusive of preparation time and the time before and after school. This time will be determined and set by the first day of school.

Each certificated employee shall receive fifty dollars (\$50) for the loss of any portion of a prep period when required by the principal. If the employee elects to meet with an administrator during the prep period when other options within the contract day are available, the employee is not eligible for pay. Exception will be made and no financial compensation made when there is a loss of preparation time due to attendance at district sponsored committees or professional development for which the employee has chosen to participate. Lunch periods of one (1) hour will be provided on days of trainings and meetings which last the full day.

Exception will be made and no financial remuneration made when there is loss of time due to a teacher planned field trip. School Administrators will make every effort to schedule field trips so that certificated employees will have preparation time.

Specialist teachers providing preparation time will not be reassigned for the purpose of providing coverage. ESA and certified employees not assigned to classrooms will not be assigned coverage unless the principal has determined there are no other means available for coverage. Every effort will be made to maintain specialist classes providing preparation time. In the event that a specialist class providing preparation time needs to be canceled due to the lack of a substitute (for the absent specialist teacher), the affected teachers will be notified as soon as

possible. Every attempt will be made to notify affected teachers 30 minutes before students enter for the day.

When an administrator determines that a prep buy-out is required to fulfill scheduling needs, the most senior, qualified, teacher with availability in their schedule, will be offered the opportunity to have their plan bought out by the trimester or for the year dependent on the scheduling need. The prep buy-out will be paid on a contract at the per diem rate.

When an administrator determines that an extended day is required to fulfill scheduling needs, the most senior qualified, teacher will be offered the opportunity and be paid at the per diem rate. Teachers who work an extended day will be required to account for their 30/30 outside of their extended day.

- D. Certificated employees not assigned to a regular classroom shall have preparation time equal to other employees in their school. The employee and building administrator will meet as needed to discuss preparation time parameters. The scheduling of this time throughout the week may vary due to student or building needs.
- E. If a teacher is assigned students due to a fail-to-fill position (no substitute), the teacher will be compensated with overload pay at per student daily rate starting with the first student assigned to the classroom.
- F. Any certificated employee assigned to cover a class which is not their regular assignment or preparation period will be paid at the missed plan time rate of \$50 for each hour of coverage.
- G. Coverage for lack of a substitute will be determined on a rotating basis. Teachers will identify their willingness to sub at the beginning of each school year for the purpose of efficiency and to be used in a rotation system with a tracking mechanism to ensure equity. This on-going list of coverage will be made available to all certificated staff members.
- H. Modified schedule instructional program: Each certificated employee will be compensated for 15 minutes of plan time per hour of instruction.
- I. After-school program: Each certificated employee will be compensated for 15 minutes of plan time per hour of instruction.

SECTION 2. PLC

- A. The Sunnyside School District Curriculum, Instruction and Assessment Conceptual Framework is the guiding document that describes the focus, work and outcomes of all PLCs.

Professional Learning Communities (PLCs) shall be planned and directed by classroom teachers. Support will be provided by administrators. Any additions or changes to a PLC agenda at the request of the building administrator will give the PLC a 48 hour notice before the next scheduled PLC. PLCs will be scheduled outside of preparation minutes and shall not be required to be held during a week of three or fewer instructional days, weeks of parent teacher conferences, and during weeks with professional development days. PLCs can be held on the professional development day.

- B. At the beginning of each year, teachers whose jobs are single in nature (i.e. Specialists and Electives) may determine their PLC. These teachers may choose to form a PLC across buildings for the duration of any given school year.
- C. Teachers shall not be required to turn in an agenda beyond bulleted topics
- D. Teachers shall not be required to turn in summaries or plans of action. They may be asked to turn in/share minutes of each meeting. Documents that are created or revised including pacing guides, common assessments, student achievement data, ect. may be linked into the minutes.
- E. Instructional and technology coaches are ancillary members of the PLC and a resource to aid teachers in developing their instructional practices. The work of the Coach is to assist teachers in building instructional practices. The coach's support for teachers shall be confidential. Coaches shall not report on the individual support they provide to teachers. Coaches may attend PLCs as a resource. Coaches shall not perform any administrative duties.
- F. Designated PLC time may be utilized and used for general education and special education teachers to collaborate regarding specific students and specially designed instruction.

SECTION 3. SPECIAL EDUCATION PRACTICES

- A. The District shall provide eight (8) days student management time for each Resource Room Special Education teacher and ten (10) days student management time for SLP and teacher of an LAC, DDP, or Deaf Education classroom. Fractions of days may be utilized. This time will be in addition to the plan time already guaranteed by the master contract and would be scheduled by each teacher. For each special education teacher, a substitute teacher will be hired. A special education teacher will not be required to return to class on a scheduled student management day. SLPs would be responsible for scheduling their ten days of student management time without a substitute. Staff is required to be at the building sites during these days, unless the employee and administrator mutually agree to a different site within the District. Student management days will not be taken on Monday or Friday without prior approval of the building principal.

- B. Each secondary resource teacher shall be provided with one (1) period per day for case management time. This is in addition to a preparation period and is exclusive of the sixty (60) minutes before and after school.
- C. Each elementary resource teacher shall be provided with forty-five (45) consecutive minutes per day for case management time. This is in addition to plan time of 50 minutes per day, and is exclusive of the sixty (60) minutes before and after school.

SPECIAL EDUCATION CASE MANAGEMENT

Activities include but are not limited to:

- IEP Planning and Development
- Testing/Assessment of students
- Monitoring of Students
- Communication with teachers, administrators, parents, school psychologist, para-educator, counselors and other relevant individuals about students
- Planning with teachers on implementation of specially designed instruction (adapting the content, methodology, or delivery of instruction. Instruction must be designed, supervised, monitored, and evaluated by a certified special education staff member)
- Progress reports
- Transition Planning and Assessment
- Teaching students either in a pull-out setting or push-into general education classroom
- Clerical work on IEP's

- D. Each Psychologist will be provided with an additional twenty-five (25) days and each SLP will be provided an additional seventeen (17) days at per diem pay. Each LAC teacher will be provided with an additional three (3) days of pay at per diem in order to complete required state assessments.
- E. Each school nurse will be provided with an additional five (5) days at per diem pay, and the nurse at Sun Valley will receive an additional three (3) days (for a total of 8). Nurses may also schedule up to five (5) calendared professional development days prior to the first student day.
- F. In the event that five (5) or more IEPs need to be amended, prior to the first day of school, one (1) additional day paid at per diem will be provided for the special education teacher.
- G. The parties agree that within an inclusion model, time for special education teachers to collaborate with general education teachers is critical to foster high quality instruction and services for students. In order to facilitate time for collaboration, the following provisions will be provided:

1. Designated PLC time may be utilized for general education and special education teachers to collaborate regarding specific students and specially designed instruction.
 2. Release time up to one day per trimester for each special education and general education teacher who provides specially designed instruction, will be provided upon request in order for teachers to meet and collaborate. Teachers will mutually decide times with their administrator.
 3. Special Education and General Education teachers will create a plan for collaboration and planning for co-teaching. This plan can be revised and adjusted with administrator approval. Time will be provided in August for the completion of the initial plan.
 - a. With administrative approval, each co-teaching special education and general education teacher will be paid or provided sub coverage up to an additional four (4) hours per month per subject area (Math and ELA). This co-planning can occur:
 - i. outside the workday
 - ii. during common plan periods
 - iii. sub out (in lieu of extra pay)
- Planning days/co-planning time that will require a substitute or class coverage will not be scheduled on Mondays and Fridays.

H. Co-Teaching

1. The District will offer training related to co-teaching to all inclusion partnerships with refreshers to enhance and improve practice. Staff who attend required or district approved trainings outside the workday will be compensated at their per diem rate for their attendance and engagement in the training.

SECTION 4. CLASS SIZE

- A. The parties recognize that the defined pupil-employee ratio is desirable for effective teaching and learning. The District will make every effort to maintain uniform class size by grade level K-12.

The district will attempt to provide at least the following average pupil/teacher ratio:

K-2	23:1
3-5	27:1
6-8	31:1
9-12	31:1

1. For the kindergarten through elementary grades, no music, reading, or other specialists shall be counted in determining the teacher/pupil classroom ratio. Library media specialists, counselors, or any other school personnel who do not maintain a regular classroom shall not be counted in the teacher/pupil classroom ratio determination.
2. Special Education children will be equitably distributed in all classes in each grade level, or placed into an approved pull out classroom. Case managers are responsible for collaborating and sharing IEP's with general education teachers. This collaboration can occur, but is not limited to PLC and IEP meetings. Additional per diem co-planning time may occur during plan time or outside the workday with admin approval.
3. In K-5 general education classrooms, ELL students will be equitably distributed by language proficiency level, based on most recent results from the state.
4. Emotionally/behaviorally disabled children will be equitably distributed in all classes in each grade level, or placed into an approved pull out classroom. In addition, training shall be provided to all classroom teachers involved with emotionally/behaviorally disabled children in regular classes.
5. Students identified as highly capable in the elementary grades may be cluster grouped. In the event that multiple students identified as highly capable are placed in the same grade and building, the principal will meet with the grade level teachers and the Head Building Representative to determine a mutually acceptable solution for placement of those students. The team will consider placement based on the best interest of students. If the team determines that cluster grouping is not in the student's best interest, placement of those students may be distributed across multiple classrooms. If a mutually acceptable placement solution is not reached regarding cluster grouping, the option of placing those students will be determined by the building principal. In addition, training shall be provided to all classroom teachers involved with highly capable/gifted children.
6. New students to the District will begin attending school the day after all the registration requirements are completed. Students may be allowed to visit before final enrollment.
7. Special Education class size will be appropriate as determined by the IEP team by the student's handicapping conditions and the need for appropriate instruction.

- a. Efforts will be made to balance caseloads as much as possible. Caseloads will be monitored the first working day of each month, beginning in October.
- b. Overload pay will be paid if/when a self-contained classroom exceeds the limit(s) listed below. If the classroom size exceeds the limit for the entire day, elementary overload pay will apply. If the class size exceeds the limit for a portion of the day, secondary overload pay will apply for the class periods affected.

- i. (Mild) 1:15
- ii. (Mod/Hybrid) 1:13
- iii. (Sev) 1:11

The Special Education Director will determine the levels of each classroom.

c. Caseloads – Teachers

1-20	4 days additional pay
21-30	6 days additional pay
31-40	7 days additional pay
41-50	8 days additional pay

d. Caseloads – SLPs

1-45 3 days additional pay

46-65 5 days additional pay

66-85 6 days additional pay

No SLP will have a caseload of more than 85.

e. If the average caseloads of all SLPs reaches 46 for two consecutive months, the SLPs with caseloads over 45 will be allowed extended contract time not to exceed two (2) days.

f. If the caseload of an SLP reaches 55, additional staff may be assigned to help with screening, to provide treatment to students with communication disorders following the SLP treatment plan, and to assist with clerical duties.

g. Part-time SLPs will be provided additional day's pay at a calculated ratio.

8. Each Transitional Kindergarten classroom shall have a minimum of 2 adults for every 17 students each day, for the majority of the day, including specialist periods and student lunch periods.

9. Any student placed in an Early Exit classroom will first be screened to ensure qualification for the program and be placed in the correct grade level. Early Exit Program teachers will be provided the following additional pay:

1-20 students: 4 days additional pay

21-30 students: 6 days additional pay

B. OVERLOAD – In the event—due to the increased student enrollment—the Overload staffing guidelines (listed below) are exceeded; the affected employees shall meet with the building principal at which time the following procedures shall be followed:

GRADE	CLASS MAX.
Transitional K	17
Kindergarten	21
1 st	22
2 nd	24
3 rd	25
4 th	27
5 th	29
6 th	29
7th – 8th	31
9th - 12th	31

1. The affected employee(s) shall meet with the principal within two (2) days of written notification to verify the situation and develop a mutually acceptable solution as provided herein. If agreement is reached the principal shall notify the employee(s) when the mutual plan of action is to begin. Such notification shall be given within three (3) days of the meeting.
2. If a mutually acceptable solution is not reached, the principal shall schedule a conference with the Superintendent, or designee, within three (3) days of the conference in #1 above. The affected employee(s) shall participate in the conference. An acceptable solution will be sought. The superintendent shall notify the employee of the action to be taken. Such notification shall be given within three (3) days of the meeting to the employee and the association.
3. If not mutually agreed upon, the Parties will meet to discuss the issue within three (3) days.
4. The overload limit and ratio calculation may not apply in traditionally large classes such as band, orchestra, choir, and in team-teaching situations. Federal and state staffing guidelines for special education, home economics, laboratories, vocational classes, migrant/bilingual and other federally funded programs shall be implemented, where applicable. This does not preclude staff members from discussing their class size with administration.
5. Secondary physical education shall not exceed 35 students.

C. The following options will be considered when meeting in (B.1) or (B.2) above.

1. Establish a reasonable time period for determining whether the enrollment is stabilized at the current level.
2. Hire additional certificated employees.
3. Determine an appropriate amount of additional paraeducator time to assist with the additional load. This paraeducator time is exclusive of existing programs.
4. Transfer excess students to other classes thereby redistributing the load.
5. Pay for additional preparation time (i.e. hire a sub).
6. Determine an appropriate alternative to the above options (i.e. combination classes, close enrollment, move teacher).

D. If an “overload” becomes necessary, the Principal will make the placement decision after consultation with the teacher.

1. The contract will compensate Elementary level unit members thirty-two (\$32) per overload student, per day.
 - a. Each student scheduled to be in any classroom for all or a portion of a day, or class period, shall be entered into each general-education teacher’s roster, and shall be counted toward the overall class size and caseload in one hour increments. If this

- causes the teacher to be in overload, it will be paid at six dollars (\$6) per hour. It is the teacher's responsibility to track and submit for overload payment.
- b. Based on the grade level overload number, each elementary specialist unit member will be compensated at the rate of three dollars (\$3) per overload student per class period, for each day the specialist provides instruction. It is the specialist teacher's responsibility to track and submit for overload payment.
 2. Secondary unit members will be compensated six dollars (\$6) per overload student per class period per day.
 3. Class size will be determined by student enrollment for each class section or instructional period per day.
 4. At the beginning of each term (when new classrooms are formed), when enrollment exceeds above mentioned limits the District will have ten (10) days to make enrollment adjustments. If enrollments are adjusted and reduced to within class size limits, no compensation will be due.
 5. If after ten (10) days, enrollment excesses continue, compensation will be paid from day one (1) onward.
 6. If an enrollment overload occurs after day ten (10) of the new term, supplemental compensation will be paid from the first day of the overload.

SECTION 5. RE-EVALUATION OF SPECIAL EDUCATION, EMOTIONALLY/BEHAVIORALLY DISABLED, AND HIGHLY CAPABLE/GIFTED STUDENTS/CLASSROOM PLACEMENT

- A. In the event an employee believes a special education, emotionally/behaviorally disabled, or highly capable/gifted student has been improperly placed in his/her class, the employee shall have the right to request re-evaluation of that student's placement.
- B. The employer district's written procedures regarding special education, emotionally/behaviorally disabled, and highly capable/gifted students shall be made available to all employees. District administrators shall discuss and explain those procedures in building faculty meetings.
- C. Special education, emotionally/behaviorally disabled, and highly capable/gifted students are defined as those who qualify according to state and federal guidelines.

SECTION 6. STUDENT DISCIPLINE

School principals will meet with the faculty annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.

- A. In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Administrators and teachers shall enforce a policy regarding student cell phone usage that does not allow for cell phones to be used during class time. Students will not be allowed to use cell phones in the

bathroom. Discipline shall be enforced fairly and consistently regardless of race, creed, sex, or status. Such discipline shall be consistent with applicable federal and state laws.

- B. The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall promptly respond to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment, concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.
- C. In accordance with state law, any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the school day, or up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more forms of corrective action. After one or more forms of corrective action have been taken by the classroom teacher, the teacher may send the student directly to the office. No student shall be sent to another teacher's classroom for any kind of corrective action such as a refocus without the receiving teacher's express permission. In no event without the consent of the teacher may an excluded student return to the class during the balance of the class or activity period or up to the following two days, or until the principal (or designee) and the teacher have conferred.

Definitions:

- a. Confer shall mean a conversation between principal or assistant principal and teacher in person (not electronically) at a time that is mutually agreed. During this conversation a plan will be created to support the student's return to the classroom. This conversation shall include a review of the student's behavior plan, if applicable.
- D. The principal or designee shall log any disciplinary action taken. All discipline log entries shall be visible to staff assigned to the student. The principal or designee shall communicate any defiant or aggressive behavior to all certificated personnel to whom that student is assigned before the student is allowed to return to any class.
- E. Disciplinary actions resulting in suspension or expulsion of a student due to behavior, drugs or aggression towards any certificated staff person will result in notification/communication to all certificated staff who work with the student before the student returns to school.
- F. Staff shall have the opportunity to participate in the creation of behavior plans for the students they service. Behavior plans must be shared with all certificated staff who service students.
 - 1. The district shall adopt a procedure for the development of building behavioral programs that:
 - a. Involve stakeholders
 - b. Are consistently applied
 - c. Provide training

G. A Student Behavioral Committee will be established as a subcommittee of the SEA/District bargaining team. This committee will be co-chaired by a SEA appointed chair and a District appointed chair. This committee will have duties that include but are not to be limited to:

1. A review of district wide student behavioral needs.
2. Provide feedback on district wide efforts regarding student behavior.
3. Suggest procedures, planning, and organizing professional development where appropriate.
4. Assist in suggesting, planning, and organizing professional development where appropriate.
5. Other duties as assigned by the SEA/District bargaining team.

SECTION 7. CURRICULUM

The District shall provide adequate resources to meet the goals and objectives of classroom lessons and delivery of curriculum to meet the state standards.

Instructional materials shall be selected and made available to employees according to the following guidelines:

1. Core Instructional Materials shall be selected according to RCW 28A.320.230, the applicable rules, regulations, and guidelines of the Office of the Superintendent of Public Instruction and the State Board of Education.
2. Supplemental materials supportive to the Core Instructional Materials for each course and/or grade level shall be selected by the appropriate course and/or grade level teachers/ District teams.
3. Additional supplemental instructional materials may be selected by individual teachers for occasional use in the classroom. Such materials are to be relevant to the levels of ability and maturity of the students, to the content of the course and to the purposes of the school system.

In no instance will Artificial Intelligence (AI), be used to replace instructional staff or to dictate instructional decisions.

SECTION 8. LESSON PLANS

Each certificated employee will maintain a minimum of 3 days emergency lesson plans. The form and content of the lesson plans shall remain discretionary with the employee. These plans can be electronic or paper and will be easily accessed by a substitute teacher.

When a certificated employee has a pre-planned extended absence, lesson plans will be provided for the substitute teacher for at least one week. Emergency absences do not require lesson plans beyond the indicated 3 days.

SECTION 9. ACADEMIC FREEDOM

The District and Association recognize the professionalism of bargaining unit members and value the independent exercise of their judgment in the development and delivery of instruction. The parties therefore agree to uphold and adhere to the rights, responsibilities, and privileges of academic freedom and acknowledge the fundamental need to protect employees from censorship or restraint which might interfere with the performance of their professional duties. The District further believes that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level or specific curricular field. Therefore:

- A. Employees will have professional freedom in classroom presentations and discussions, and may allow discussion on political, religious, racial, or otherwise controversial topics, provided this is done as part of the educational process reasonably within course content. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum, grade level and the maturity of students.
- B. In the presentation of all controversial issues, every effort will be made to effect a balance of bias, divergent points of view, and opportunity for exploration by the students into all sides of the issue. The teacher will not impose their beliefs on students.
- C. In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than his/her own. Students will be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.
- D. The Association agrees that District Curriculum needs to be taught and assessed. However, our student population represents a diversity of needs. Therefore, within the established objectives of the District, employees shall have the right to adapt or modify District curriculum in order to address the learning objectives of the class and the needs of the students, provided such is effective and appropriate to the level and/or subject being taught.
- E. The District may provide model assessments for PLC teams to consider. Each PLC team shall be responsible to decide what and when assessments are given other than required state and federal testing, and up to three District leadership team-developed assessments.

- F. By November 1st the District shall provide to all teachers a report detailing the state and federal tests to be administered, the scheduled windows for these tests, class time anticipated for test preparation and administration of the tests.
- G. The District shall provide appropriate support structures for state required assessments such as paraeducator support and/or additional hours for assessments and data entry.
- H. The teacher shall have the sole authority to determine the grades assigned to students in the class. No grade shall be changed by anyone other than the instructor without the consent of the instructor, except in the case of emergency.
- I. The method for recording daily grades will be at the sole discretion of the teacher, however; all grades will be reported out to parents in the format and through the medium that is determined collaboratively by the district grade reporting committee. A grade reporting committee shall be established.
- J. Grades shall be due no sooner than the sixth calendar day after the end of a trimester. No additional compensation will be offered if the grade due date extends past the last contracted day.

SECTION 10. CLASSROOM VISITATION

The employer recognizes the desirability of having patrons of the District be familiar with the total educational program. It further recognizes that frequent or unannounced interruptions to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- A. All visitors to a school shall obtain the approval of the building administration in advance of the visitation.
- B. If the visit is to a classroom, the time shall be arranged only after the building administration has conferred with the employee involved.
- C. The employee shall have the opportunity to confer with the classroom observer before and/or after the observation.

SECTION 11. CLASSROOM SUPPLIES

The District shall provide each secondary employee ninety dollars (\$90) and each elementary employee two hundred ten dollars (\$210) per year beyond the annual building budget for the purchase of supplies or instructional materials for use in his/her teaching assignment. New employees shall receive an additional one hundred twenty dollars (\$120) their first year in the District.

SECTION 12. WORK PERFORMED BY DISTRICT EMPLOYEES

All work customarily performed by the District in its own facilities with its own employees shall continue to be performed by the District and its employees. Subject to the following condition: Nothing in this section shall prohibit the Board and the Administration from hiring consultants who might or might not have the same qualifications as the certificated employees in the District.

SECTION 13. MENTOR TEACHERS

The District shall establish and make known to employees a Mentor Teacher Program for entry level employees. Each mentor teacher will receive a stipend of \$500. Mentor teachers will be determined by mutual agreement of principal, mentor and mentee within department/content area/grade level. The head building rep will be notified of the pairings of mentor/mentee by October 1.

SECTION 14. STUDENT TEACHERS

No employee with less than three (3) years experience in the District shall be assigned a student teacher. No employee will be assigned a student teacher without his/her prior consent and knowledge of such an assignment. When possible, such assignments shall be announced at least two weeks in advance of the student teacher's arrival.

SECTION 15. STAFF DEVELOPMENT

The employer is committed to the ongoing professional growth of all employees. The employer agrees that the District Staff Development Program shall be building-centered and employee-centered. Professional development will be supported through the following systems and structures: SIT, SIP and PLC. Professional development and growth will be driven by mutually agreed upon goals and plans that promote a positive impact on Student Learning. A positive impact on student learning means promoting the continuous achievement of the state learning goals and progress toward graduation throughout the K-12 system. Non-instructional certificated staff such as psychologists, nurses, counselors, and SLPs will review the agenda with the principal in advance to determine which, if any, items are pertinent to their work (ie. building vision/goals). These employees will participate in those sessions. These employees shall have the choice to attend/lead any other portions of the professional development. Staff will be notified of the topic(s) of training and/or professional development days at least one week before the scheduled day. The draft agenda for the training(s) or professional development day will be shared with staff.

The District will provide to staff yearly a minimum of three (3) clock hours of training on STEM integration and three (3) clock hours of Equity Based School Practices. These training(s) will be provided on calendared Professional Development days. Clock hours will be coded as STEM and Equity Based School Practices and meet STEM and Equity expectations required for teacher recertification.

- A. Training in inclusionary practices will be offered to all certificated employees who are expected to deliver specially designed instruction, with refresher trainings offered based on employee input. A menu of options for ongoing trainings to enhance implementation of inclusive best practices can include, but is not limited to:
- Online trainings
 - District-provided trainings
 - Outside district trainings
 - Observation and reflection, such as with like-job colleagues
- B. Individual teacher names will not be included on any school-wide data distributed to staff without permission from the staff member. School-wide data comparison sheets will not be organized in a way that will allow identification of individual teachers.
- C. Notification of Programs Available:
- The District shall establish a process for advance timely notification to all employees of any programs available in the district/region of which the District has been made aware.
- D. Voluntary Participation:
- The participation of any employee in supplemental staff development programs shall be optional. No member shall be required to attend a training, or committee, during the student day.
- E. Teachers as Professional Development Trainers:
- To build capacity in our system, the District supports qualified teachers providing inservice training for other teachers when such training is aligned with school learning goals and school improvement plans. If a teacher is hired to provide professional development for colleagues, payment for this service shall be structured in one of two ways:
1. For training provided on a contracted day: two (2) hours of preparation time for each hour of presentation time.
 2. For training provided on a non-contracted day, two (2) hours of preparation time for each hour of presentation time and per diem for the day of presentation.
- The school principal and the school improvement team must approve and schedule the in-service to support school learning goals and the school improvement plan. Building staff development funds are used to support the trainer's fees.

SECTION 16. SCHOOL IMPROVEMENT TEAM

Each school shall establish a School Improvement Team. SIT team members shall consist of elected representatives of each department or PLC and include at least one elected SEA representative.

- A. At the first meeting of the year, SIT members will determine a schedule of monthly SIT meetings.

- B. School Improvement Teams in collaboration with the administration shall have the following responsibilities:
1. Contribute to the SIT agenda; members may bring needs and topics of discussion to the table.
 2. Determine building/staff needs through a School Improvement Plan process: needs assessment, goal development, fiscal support/recommendations, and monitoring and evaluation of the plan.
 3. Make building level educational recommendations regarding curriculum, instruction and assessment.
 4. Make recommendations to the district level leadership teams.
 5. By the end of the school year, a master schedule for the following school year for each elementary building will be created by a scheduling committee consisting of members of each PLC in coordination with the building administration and the School Improvement Team.
 6. Function as the key advisory body for school improvement initiatives, systems and structures, and building climate.
 - a. All subcommittees will provide regular reports and/or recommendations to the SIT to foster collaboration and transparency.

SECTION 17. VISITATION DAYS

- A. Each employee shall have one (1) paid day every other year for visitation to other districts or other classrooms within Sunnyside School District in order to observe instruction. The day shall be within the student calendar year.
- B. The Superintendent may grant the employee the prerogative of visiting for one-half (1/2) day every year, upon request.

SECTION 18. BUILDING BUDGET COMMITTEE

- A. There shall be established in each school building a budgeting process which shall consist of members of the building School Improvement Team (SIT). The SIT may, where applicable, suggest priorities and allocations within the building budget, including but not limited to, all local, state, and federal monies, for purchasing instructional supplies, materials and equipment, developing curriculum and implementing programs such as in-service trainings.
- B. A monthly report, when available, accounting for all moneys expended for each school building shall be distributed if available to the committee SIT in that building. The term "school building" is defined as any building in which instruction takes place. The primary responsibility for the administration of the building budget shall be the principal's.
- C. Prior to the close of school each year, all employees in each school building shall submit in writing their requests for supplies, equipment and materials to be purchased prior to the official opening of the school year. If some items have not yet arrived by that time, the

current status of such items shall be indicated through the building principal or designee to the employee involved.

SECTION 19. TECHNOLOGY COMMITTEE

The Sunnyside School District and the Sunnyside Education Association are committed to helping all teachers leverage technology effectively to enhance student learning. The technology committee will provide input into which devices and operational programs will be purchased when a refresh or new implementation occurs. This team shall meet once a trimester, and be co-chaired by an appointee of the SEA President(s) and a district leader and shall include at least one member from each building as chosen by the head building rep and equal representation from the district.

The joint committee will track progress towards achieving teacher technology equity on:

- a. Teacher access to devices
- b. Participation in professional development

SECTION 20. TEACHER TECHNOLOGY EQUITY

The Sunnyside School District and the Sunnyside Education Association recognize the importance of equitable access to technology resources for all teachers to support effective instruction. The Sunnyside School District and the Sunnyside Education Association commit to working toward providing all teachers with the tools and support necessary to integrate technology effectively into their classrooms.

The District will oversee and conduct regular needs assessments, analyze the allocation of resources and professional development needed to identify disparities in teacher access to technology resources and professional development opportunities. The results will be shared with the tech committee and the SEA leadership annually.

SECTION 21. DIVERSITY, EQUITY, AND INCLUSION

The Sunnyside School District and the Sunnyside Education association are committed to promoting inclusive learning environments where:

- All students regardless of race, gender, gender identity, ethnicity, religion, first language, disability, and sexual orientation are able to build meaningful connections and envision their future.
- Equity exists for families to have access to their child's school and learning regardless of barriers and the SSD will strive to provide inclusive opportunities for families.

A district equity team will examine cultural competency, diversity, equity, and inclusion as defined by **RCW 28A.415.443**. This team shall meet monthly, and be co-chaired by an appointee

of the SEA president(s), and a district leader and shall include at least one member from each building as chosen by the head building rep and equal representation from the district. The committee will also include student family representatives.

ARTICLE VII LEAVES

SECTION 1. SICK LEAVE

- A. At the beginning of each school year each employee shall be credited with an advanced leave allowance of twelve (12) days with full pay to be used for sick leave. The use of sick leave is in accordance with **RCW 49.46.210** and includes the following:
1. For the employee's own physical or mental health, including illness, injury, or disability, and attending to medical appointments and other health-related needs,
 2. For the care of a family member for their own physical or mental health, including illness, injury or disability, and attending to medical appointments and other health-related needs,
 3. For pregnancy disability and/or parental leave.
 4. When quarantine is required,
 5. For the care of an employee's child if the child's school or place of care has been closed for a health-related reason,
 6. For leave that qualifies under the state's Domestic Violence Leave Act (Chapter 49.76 RCW: DOMESTIC VIOLENCE LEAVE),
 7. For emergency leave,
 8. For reason(s) of faith or conscience in single day, non-consecutive instances, up to 2 per year.
 9. For any reason listed under Leave Sharing (RCW 41.04.665)

Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.

- B. The twelve (12) days of sick leave is based on 1.0 FTE and will be prorated for different FTE.
- C. Employees may use accrued sick leave as a supplemental benefit while receiving Washington Paid Family & Medical Leave.
- D. Sick leave cash-out procedures shall be in accordance with the law.
1. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

2. At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury. "Eligible employee" means (a) employees who separate from employment due to retirement or death; (b) employees who separate from employment and who are at least fifty-five and have at least ten years of service under the teachers' retirement system, Plan 3 as defined in RCW 41.32.010(33) or under Washington School Employees' retirement system plan 3 as defined in RCW 41.35.010(25); or employees who separate from employment and who are at least fifty-five and have at least 15 years of service under the teachers' retirement system plan 2 as defined in RCW 41.32.010(32), under the Washington school employees' retirement system plan 2 as defined in RCW 41.35.010(24), or under the public employees' retirement system plan 2 as defined in RCW 41.40.010(28).
- E. Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: For absences due to job related injuries which qualify for Industrial Accident and Worker's Compensation coverage, a prorated portion of sick leave may be used which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary. For absences due to job related injuries covered by Worker's Compensation or State Industrial Insurance, the employee shall initially select either sick leave or State coverage.
- F. The District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.
- G. An employee who is unable to perform assigned duties may utilize Washington State Paid Family & Medical Leave, Federal Medical Leave, and/or shared leave, contingent on meeting the conditions for such leave. An employee may also request to utilize unpaid leave. An employee who has been granted leave may return to service during the period of the leave after giving ten (10) days written notice to the Superintendent and with the written permission of his/her personal physician, if applicable.
- H. For any sick leave absence in excess of 5 consecutive days, a signed statement from a health care provider will be requested by the Human Resources office via email to the member WAC 296-128-660:
 1. The employer must not require that the information provided explain the nature of the condition.
 2. Employer-required verification may not result in an unreasonable burden or expense on the employee.
 3. If the employee anticipates that the requirement will result in an unreasonable burden or expense, the employee must be allowed to provide an oral or written explanation.
- I. Pandemic Leave
 1. Employees diagnosed with a pandemic or epidemic disease and who are required to quarantine by their health care provider shall not be subject to discipline. Verification from healthcare provider or proof of positive test must be provided upon request.

SECTION 2. WASHINGTON STATE PAID FAMILY & MEDICAL LEAVE (PFML)

- A. An employee may be eligible for paid leave under Washington State's Paid Family and Medical Leave (PFML). PFML is administered by the State of Washington, Employment Security Department. Eligibility and claim approval are determined by the Employment Security Department, not the school district.
- B. Each employee who qualifies for PFML is entitled to up to 12 weeks of Paid Family & Medical Leave per year. PFML may be used at any time in the 12 calendar months after a qualifying event, if the event and doctor's note indicate that need.
- C. Employees may utilize PFML without exhausting all other leaves.
- D. PFML may run consecutively or concurrently with sick and/or personal leaves as determined by the employee.
- E. The district shall notify all employees annually about the premium, benefits, and claim process of PFML.
- F. Five business days after an employee's seventh consecutive day of absence due to family or medical leave, or five business days after an employer becomes aware that the employee's absence is due to family or medical leave, the district shall provide a statement of employee's rights to said employee.
- G. Employees may use accrued sick leave as a supplemental benefit while receiving Washington Paid Family & Medical Leave. To receive the supplemental benefit, the employee must inform the district, in writing, of the specific amount of leave to be used.
- H. If leave is foreseeable, the employee must give the district 30 days' notice, or as soon as practical.
- I. An employee will provide the District with documentation received from the Employment Security Department showing the approval of PFML. Once the employee has provided the necessary documentation, the district will provide the employee unpaid leave consistent with the PFML for which the employee was approved by the Employment Security Department.

SECTION 3: FEDERAL FAMILY AND MEDICAL LEAVE ACT (FMLA)

- A. An employee may be eligible for unpaid leave under Family and Medical Leave Act (FMLA). The Family and Medical Leave Act (FMLA) entitles eligible employees who work for covered employers to take unpaid, job-protected leave for specified family and medical reasons.

- B. Each employee who qualifies for FMLA is entitled to up to twelve (12) workweeks of unpaid leave per year. FMLA may be used at any time in the 12 calendar months after a qualifying event, if the event and doctor's note indicate that need.

SECTION 4. LEAVE SHARING

- A. A leave sharing program has been established for the employees of the Sunnyside School District in accordance with RCW 41.04.665: Leave sharing is allowed for the following conditions outlined in RCW 41.04.665 and WAC 392-136A. Appropriate documentation such as a statement from a medical provider is required, if applicable.
 - 1. An employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental conditions 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 RCW 41.04.005 and are attending medical appointments or treatments for a service-connected injury or disability;
 - 4. The employee is the spouse of a current member of the uniformed services or a veteran as defined under RCW 41.04.005 who is attending medical appointments or treatments for a service-connected injury or disability and requires assistance while attending appointment or treatment;
 - 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 or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit 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;
 - 8. The employee is sick or temporarily disabled because of pregnancy disability.
- B. Shared sick leave may be used intermittently or on nonconsecutive days.
- C. The employee or designee will initiate the leave sharing process. The employee or designee will bring to the Human Resources Office written documentation of the need for leave. The employee or designee will determine from the business office when sick leave will be shortly depleted (forty (40) hours or less).
- D. Any eligible certificated employee may donate excess leave to another staff member of Sunnyside School District who has been approved for shared sick leave.

1. **DONOR** Must maintain a balance of at least twenty-two (22) days and may not transfer more than six (6) leave days during a twelve (12) month period.

Employees shall put in writing the number of days they wish to donate. Shared leave shall be donated one (1) day at a time per donating employee. Leave will not be transferred until a need exists. Contributions of leave shall be on a voluntary basis and names of the donors shall remain confidential.

Example:

Employee A needs ten (10) days leave donated

Employee B donates three (3) days

Employee C donates two (2) days

Employees E, F, G, H, I, J, K, and L each donate one (1) day.

The District shall take one (1) day from Employee B, one (1) day from employee C, and one (1) day each from Employees E-L totaling ten (10) days.

2. **RECIPIENT** Must not be eligible for worker's compensation and must have exhausted or will shortly exhaust (forty hours or less) annual and/or sick leave. The amount of leave an employee may receive shall be determined by RCW 41.04.665.

Such a program is intended to extend leave benefits to a staff member who otherwise would have to take leave without pay or terminate his/her employment with the District.

- E. Donated leave shall be donated on a dollar basis (*gross pay*) rather than a day for day basis. (*If an employee wishing to donate leave earns one hundred dollars (\$100) per day and the person needing the leave earns two hundred dollars (\$200) a day, it will take two (2) days of donated leave to pay for one (1) day for the employee needing one (1) day of donated leave.*) Benefit costs will be added on to the cost of salary to find total cost of employee receiving benefits.
- F. An employee receiving donated leave shall receive the same benefits and pay as if they had been working.

SECTION 5. FAMILY ILLNESS LEAVE

- A. Employees shall, upon request, be granted a leave of absence with pay during a contract year when such absence is occasioned by reasons listed in RCW 41.04.665: of any family member as defined in RCW 50A.05.010 or RCW 49.46.210. Such leave shall be deducted from sick leave.
- B. Eligible employees may utilize PFML to care for a family member as defined in RCW 50A.05.010 or RCW 49.46.210 . The employee may also be eligible to utilize FMLA leave.

SECTION 6. EMERGENCY LEAVE

- A. Emergency leave shall be granted with pay. Emergency leave may be taken at the employee's discretion for personal reasons or due to a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence. Such leave shall be taken from sick leave.
- B. The intent of the above leaves is to make it possible for employees to be absent for the stated reasons and not for personal pleasure or profit.

SECTION 7. PERSONAL LEAVE

- A. Personal leave of three (3) days shall be granted with pay. Unused personal leave shall accumulate to a total of ten (10) days. No reason shall be required as to the purpose for using the personal leave day.
- B. An employee shall be required to notify the District in advance to allow time to arrange for a substitute. Early notification of planned use of personal leave is strongly encouraged.
- C. The intent of this process to secure personal leave is to open and maintain dialogue between employees and the District in order to serve the educational needs of students, the personal needs of employees, and the building management needs of administrators (i.e. substitute availability).
- D. Unused personal leave will automatically accumulate to the maximum accumulation unless individuals make a written request on the approved electronic form to the HR/Payroll Office to cash them out at a rate of two hundred fifty (\$250) dollars per day. Days will be paid in the same manner as other additional pay (example: turned in by April 10th, paid on April 30th). After the last contracted day, any days above seven (7) will be deposited into the employee's VEBA account in the month of July at the rate of \$250 per day. All unused days of an employee who declares and is eligible to retire, will be deposited into their VEBA account with the July payroll.
- E. Unit members in TRS Plan 1 may not cash out unused Personal Leave days during the two (2) years prior to retirement.

SECTION 8. BEREAVEMENT LEAVE

Up to five (5) days shall be granted with pay for bereavement in the event of death of an immediate family member or close personal friend. Such leave is non-accumulative. Such leave may be extended by the Superintendent.

SECTION 9. MATERNITY/PARENTAL LEAVES

An employee requesting a pregnancy disability and/or parental leave shall notify the District in advance of his or her intention to take leave and the estimated date when he/she will return to work. Employees may use sick, personal, PFML, and unpaid leaves for pregnancy disability and parental leaves, in an order as determined by the employee.

A. Pregnancy Disability Leave WAC 162-30-020: 4d:

1. The length of pregnancy disability leave lasts as long as the employee's healthcare provider determines the parent is disabled due to pregnancy and/or childbirth.
2. The employee shall be able to return to her job under the same uniform terms and conditions as any other employee with Other Leaves Policy (Article VII, Sections 14 and 15).
3. An employee may be eligible for PFML in addition to the pregnancy disability leave indicated in this section. Those leaves may run consecutively or concurrently as determined by the employee.
4. Employees who have a need to express breast milk will be provided reasonable break time for up to two (2) years after the child's birth each time the employee has need to express milk. The employee will be provided a private and secure location, other than a bathroom, which may be used by the employee to express breast milk. The employer shall work with the employee to identify a convenient location and work schedule to accommodate the employee's needs

B. Parental Leave

1. An employee shall be allowed to use up to sixty (60) days of accumulated sick leave for introducing a new child into their family. This leave may be utilized all at once or intermittently throughout the 12 month period. The employee shall be able to return to his or her job under the same uniform terms and conditions as any other employee as set forth in Return from Leave (Article VII, Section 15)
2. This applies to regular childbirth as well as adoption and fostering.
3. If the employee does not have enough sick leave, the employee may go on an unpaid parental leave. Unpaid parental leave may be extended, if qualified, under FMLA in addition to the leave indicated in this section. The employee may continue District sponsored insurance programs while on unpaid leave by paying the associated premiums directly to the District.
4. An employee may be eligible for Washington Paid Family & Medical Leave (PFML) in addition to the parental leave indicated in this section.

C. Child Care Leave

An employee shall be entitled to take an unpaid leave of absence for child care for a length of time up to one (1) year. The employee shall be able to return to his or her job under the same uniform terms and conditions as any other employee consistent with Other Leaves Policy (Article VII Sections 14 and 15).

SECTION 10. MILITARY LEAVE

- A. Employees shall be granted a military leave of absence without pay when such leave is occasioned by induction into the armed services.
- B. While on leave, the employee shall retain all benefits as though employment had been continuous in the District.
- C. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments.
- D. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard, or Marine Reserve of the United States shall be granted military leave of absence from his/her teaching assignment for a period not exceeding twenty-one (21) calendar days during each year beginning October 1st and ending the following September 30th. The employee shall receive his/her normal District pay, and there shall be no loss of privileges, vacations or sick leave to which he/she might otherwise be entitled.

SECTION 11. JURY DUTY LEAVE

- A. An employee who is away from his/her duties because of jury duty shall be paid for such time lost at his/her normal rate of pay.
- B. An employee will be granted a maximum of two (2) days leave if subpoenaed as a witness in court or other legal proceedings; provided that a leave with pay shall not be granted to an employee for a case brought or supported by a staff member, union, or association for a case in which the staff member has a direct or indirect interest in the proceedings. On any day that an employee is released from jury duty or as a witness by the court and four or more hours of the employee's scheduled work day remains, the employee is to inform his/her supervisor and report to work if requested to do so.
- C. The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis.

SECTION 12. PROFESSIONAL LEAVE

- A. Professional leaves may be granted for up to one (1) year to employees who have been with the District for at least three (3) years upon approval of the Board. An employee who has had a professional leave can become eligible for another professional leave after serving an additional three (3) years in the District.
- B. An employee on professional leave shall receive no salary, but will receive other employee benefits he/she would have received if he/she had remained on active duty.
- C. Employees granted professional leaves may agree to return to regular service in the District upon the expiration of their leaves for a period of at least one (1) year.

- D. In the event an employee elects not to return to the District, that employee will be required to pay the District back for the actual cost of benefits received.
- E. Any employee desiring professional leave must submit a written request to the Superintendent prior to April of the school year prior to the year for which leave is requested, provide an outline of the activities in which he/she will be engaged and indicate the length of leave.
- F. No more than two percent (2%) of all employees shall be granted professional leave during any school year.
- G. An employee returning from professional leave shall be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty. If re-assignment is contemplated, a conference with the Superintendent shall be held to find an assignment that is mutually agreeable.
- H. If more than two percent (2%) of the employees in the District apply, the evaluation and recommendation for leave shall be determined by a committee of three (3): One (1) representative from the Board and two (2) representatives from the Association.

SECTION 13. PROFESSIONAL TRAINING

- A. Meetings, conferences, symposiums and seminars at which concerns vital to the profession are the subject of discussions are recognized by the District as an inherent part of the employee's professional obligation
- B. Such leaves may be granted by request to the Superintendent, and when required, by the Board.
 - 1. Full Payment Leaves.
 - a. Substitute and necessary expenses paid by the District. This category applies to employees authorized by the Board to represent the District at professional conferences, meetings, symposiums, and seminars.
 - 2. Partial Payment Leaves.
 - a. Substitute paid by the District; necessary expenses paid by the employee or outside agency. This category applies to employees authorized by the Board to represent the District in cooperation with outside agencies at conferences, meetings, symposiums and seminars.
 - b. Substitute provided by the Association with no expenses paid by the District. This category applies to employees who are authorized and selected by the Association to be in attendance at professional conferences, meetings, symposiums and seminars. Whenever possible, notification of leave shall be submitted by the Association President in writing to the Superintendent two (2) days before the leave is to take effect.
- C. The Association President and the employee shall be informed of the arrangements made for the leave. The principal shall be responsible for securing a substitute.

SECTION 14. OTHER LEAVES

- A. Leaves of absence of up to one (1) year without pay may be granted employees for the purposes of study, travel, recuperation, child care, teaching in another school district, working in a professionally related field, to fulfill an elected position, and/or Association or Association-related business. A letter of intent will be mailed to the employee on leave by May 1. A postmarked reply stating the employee's intent to return (or not return) to the District will be required by May 15. If the required timelines are not met, the approved Leave of Absence will end effective May 16.
- B. Employee benefits may be maintained by the employee.
- C. Upon request by the employee, such leave may be renewed for up to one (1) additional year.
- D. Any employee granted a leave of absence may not return to work during the leave period unless a position is opened for which they are qualified, unless agreed to by the District.
- E. Employees are contracted for a set number of days. For the benefit of students, both parties agree that teachers need to be in their classrooms as much as possible. Therefore, employees should make every effort not to use Leave Without Pay. In circumstances where Leave Without Pay is requested, superintendent approval is required. Approval may or may not be granted.
- F. An employee may utilize unpaid leave when all other leave options have been exhausted due to extraordinary or severe medical reasons. During the first three (3) months of this unpaid medical leave, the employee will receive insurance benefits the same as if they were not on leave.

SECTION 15. RETURN FROM LEAVES

- A. Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District.
- B. Employees returning from a leave of absence of one year or greater will be evaluated using the Comprehensive Evaluation or Long Form upon returning from leave.

SECTION 16. ADMINISTRATIVE LEAVE

- A. Prior to placing any member on administrative leave the district will notify the association president. The District will advise the affected member of their right to representation prior to issuing administrative leave. The District will specify the allegation(s) that are being investigated for which administrative leave is necessary.

ARTICLE VIII - FISCAL

SECTION 1. EMPLOYEE WORK YEAR

- A. The employee work year shall be one hundred eighty (180) days as set forth in the appendices, which are attached hereto and made a part hereof. Unit members who are unavailable to work the scheduled Supplemental Professional Development Days will be permitted to work an alternative date(s) as mutually agreed.
- B. The Flexed Professional Development days will be identified and included on each calendar for voting. Those days may be used in alternative ways as described below. Once the Board approves the calendar, and prior to the last day of school, each school should then determine how to use its Flex Professional Development days by choosing from these two options:
 - 1. Use the Flex PD days as they are designated in the calendar.
 - 2. Use one or two Flex PD days in no less than 15-minute increments across the school year before or after school. The school administration will meet with their School Improvement Team and Head Building Representative to develop two or more Flex PD choices for staff vote. The Head Building Representative will conduct the voting and report the outcome to the SEA President and Superintendent. A majority of those who vote constitutes approval. The day before the first day of school will be used for the district opening meeting, a union meeting, and completion of all required online trainings. Required online trainings will be available at least 5 week days prior to the first professional development day and shall be completed prior to the 1st day of school.
- C. There shall be no deviation from or change in workdays except by mutual agreement of the parties.
- D. In the event that mutual agreement cannot be achieved as in the preceding paragraph, and state apportionment funds are threatened, the Board may act unilaterally.

SECTION 2. WORK DAY/PAYMENT

- A. The employee may start and end their day anytime as long as it begins at least 10 minutes prior to the student start and ends 10 minutes after student dismissal. The employee will work their contracted hours from their start time, exclusive of their 30 minute duty free lunch. Employees must inform their principal of their chosen start time by the first day of school. The employee will attend PLCs, monthly staff meetings, and meet with students/parents. The employee will be able to flex their time to make themselves available for scheduled meetings. Employees shall notify their supervisor when flexing time.
 - 1. After the start of the school year, the workday at all schools will remain fixed. Should the District wish to make a change in the defined workday during the school year or from one school year to the next, they will notify the Association in writing of the proposed

change. The Parties shall meet to discuss the change and its impact on employees. No change will be made prior to mutual agreement.

2. It is the intent of the District to provide a safe and productive learning environment for students. Therefore, each school's staff and building administrators, in the spirit of cooperative planning, will develop through consensus, a fair and equitable plan to ensure the safe and efficient daily operation of the school. The plan may include supervision of students during non-instructional time, such as bus duty, passing time, assemblies, etc., but excludes teacher preparation time.
 3. Employees are not responsible for the supervision of students more than ten (10) minutes before the scheduled start of the student instructional day other than what is required by statute.
 4. Athletic coaches and those who teach before and after school programs are expected to start earlier before school or expected to stay after their after-school activities in order to complete the full hour.
- B. In addition to regular building hours and consistent with traditional expectations associated with the performance of employees, the following shall apply:
1. Employees shall spend time outside of building hours to the extent necessary for adequate preparation for instruction, pupil and parent consultations, and other occasional activities related to instruction.
 2. Employees shall attend staff meetings within building hours when and as required by the Superintendent or principal. Every effort shall be made to conduct meetings during the regular school day. Staff meetings shall be scheduled by the first of September and limited to one a month, except in case of emergency. In the event that a meeting needs to be rescheduled, every attempt will be made to give at least a week's notice.
 3. IEP meetings shall be held within established building hours when possible. The special education teacher(s) and general education teacher(s) will work together to determine meeting times that work with the parent's availability. Every effort will be made to provide coverage for the general education staff in the qualifying content area to attend IEP meetings. If an IEP meeting is scheduled during plan time without the consent of the general education teacher, loss of plan time payment shall apply for the general education teacher. If IEP meetings are scheduled outside established building hours, general education teachers will be paid per diem rates. Extra pay requires administrative pre-approval. General education teacher attendance is expected at IEP meetings during building hours.
 4. Employees who are asked to attend non-athletic school events beyond the work day will be compensated at hourly rates. These events will be calendared by the first week of school. Employees shall make every effort to attend.
 5. Each certificated employee may claim up to three (3) hours each year for the time spent filling out state or district required paperwork.

- C. The parties recognize that unplanned crises can arise which require the immediate support and actions of staff (including counselors and/or nurses). In such times of crises, necessary certificated staff will make every effort to attend to the crisis and be paid for or flex that time.
- D. Employees shall adhere to the daily schedule and shall make no commitments which will preclude their presence in their assigned responsibilities. Requests for exceptions must be submitted to the principal prior to the anticipated absence and/or late arrival or early leaving. Employees shall not leave the buildings to which they are assigned during class or preparation periods without the approval (*and/or notification*) of the building principal.
- E. All employees shall be paid in twelve (12) monthly installments. Payroll checks shall be issued to the employees on the last business day of each month, if funds are available.
- F. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. In the event of a mistake in payment resulting in underpayment or overpayment within the previous two (2) years, the District and employee involved shall mutually determine an arrangement for correction. Payment arrangements will be processed through the payroll system. When at all possible, overpayments will be corrected within one (1) year. If an employee separates, the remainder of any overpayment shall be due in full and taken from the employee's final payroll.
- G. All compensation owed to an employee who is leaving the District shall, upon request be paid within fifteen (15) days after the final day of work, providing funds are available.

SECTION 3. CONFERENCES

- A. To better meet the needs of families with the goal to reach 100% attendance, conference times may be adjusted by buildings. By the last day of school, members at each building must approve by vote any adjustment to the days designated as "Conferences" on the calendar for the upcoming year. A total of twenty-eight (28) hours will be utilized within the school year. Options for the conference vote will be created through a partnership of the head building rep and the building administration. The Conferences hours should be worked outside of the regular work day. Conferences will be held in person unless requested by the parent/guardian.
 - 1. At the elementary level, the conference window is the week before and the week of the calendared conference days. Building translation hours will be determined collaboratively by the principal and head building representative. The translation schedule will be shared with all staff 30 days prior to the conference window.
 - a. Teachers will utilize at least nine (9) hours for conferences during this window.
 - b. Each conference window will allow for two (2) hours for conference preparation and communication with families. Each classroom teacher will make multiple attempts to schedule conferences. Each classroom teacher will attempt to meet with a guardian of each rostered student during the building conference window.

- c. Teachers will complete a total of three (3) hours of teacher-directed conference time within the trimester.
 - d. Teachers will provide the office a schedule of conferences, which includes a list of any conferences completed outside the window. No changes will be made to an individual teacher's conference schedule without agreement from the teacher.
- 2. At the secondary level, members will vote to determine how twenty-four (24) will be divided throughout the trimesters. The remaining four (4) hours will be divided between the conference windows for conference preparation and communication with families.
- B. During the 2024-2025 school year the district and SEA will collaboratively research the effectiveness of conferences and survey the needs/wants of all parents and all certificated staff regarding conferences.

SECTION 4. EMERGENCY SCHOOL DELAYED OPENING OR CLOSURE

- A. In the event it becomes necessary to delay or close school because of weather or other emergency situations, employees will be notified through various media outlets by 6:00 a.m., when possible.
- B. If schools are delayed because of inclement weather or an emergency, employees shall be required to report to work thirty (30) minutes prior to the planned emergency start time.
- C. If school has begun for the day and early dismissal is required, employees will be dismissed immediately following students.
- D. No teacher shall be required to report for work on a day when student attendance in the building has been suspended for emergency reasons. No employee shall be subjected to loss of pay or benefits due to non-attendance on days when schools have been closed for emergency reasons. If school buildings are closed because of a pandemic or similar event, employees will be expected to provide educational services to the extent possible.
- E. If students are required by the District to make up days, employees will also make up the days. If makeup days are required, the District and the Association will mutually agree upon the dates.
- F. In case of unforeseen events in which the District requests and is granted a waiver from OSPI for the one hundred and eighty (180) days school year, employees shall suffer no loss in wages, or benefits and will make up the hours in the following way: for every seven (7) hours missed, teachers will complete five (5) hours teacher validated time and two (2) hours PLC time.

SECTION 5. SUPPLEMENTAL DAYS/TRI/EXTENDED CONTRACTS:

A. Extended contracts:

All extended contracts shall be paid with funds other than BEA funds. All extended contracts shall be paid on supplemental contracts and the funds shall come from block grants, State Remedial, State Bilingual, or any other District funds. Such extended contracts shall include all positions listed on the Supplemental Services Schedule plus any other contracts currently paid as extended contracts. The District shall advise employees in writing not later than May 15th if the individual's supplemental or extended contract is not renewed for the coming year.

B. Employees may work supplemental days as follows:

1. All certificated staff will receive twelve (12) supplemental days
 - a. Four (4) days shall be for professional learning activities.
 - b. One (1) state day will be a professional development day that adheres to state requirements.
 - c. Two (2) state days shall be used between trimesters. One day shall exist immediately after the end of the first trimester and second trimester. These days will be used for planning, grading, PLC work and optional PD. Grading days will be directed by the individual teacher.
 - d. Five (5) days shall be teacher validated days. These days must be used to improve classroom instruction, for curriculum development, or in support of the school's learning improvement plan and must be worked by July 31.
2. Special education teachers, SLPs, psychologists and nurses can use up to four (4) in-service days of professional growth during a summer institute program or other professionally recognized training.
3. Kindergarten classroom teachers will receive three (3) days supplemental compensation, not inclusive of the three (3) days of Kindergarten Orientation. One (1) additional day may be granted in the spring if needed for year-end testing and inputting data and uploading evidence. The purpose of these days is to enable employees to meet the requirements of WaKIDS.
 - a. Other certificated staff who are responsible for the testing and reporting of WAKIDS information will receive the following:
 - i. One (1) day if responsible for 1-7 students
 - ii. Two (2) days if responsible for 8-14 students
 - iii. Three (3) days if responsible for 15+ students
4. Employees who are unable to work scheduled supplemental days will be permitted to work an alternative time(s) as mutually agreed with the administrator. A log of activities/learning and hours worked will be submitted to the principal when completed.
5. The District shall provide three (3) days per year for management time for each elementary media specialist. This time will be in addition to the plan time already guaranteed by the master contract and would be scheduled by each elementary media specialist. For each elementary media specialist, a substitute teacher will be hired to teach the classes during the management day. The Media Specialist is required to be at the building sites during these days.

6. Since CTSOs are by definition an extension of the CTE classroom, all CTSO Advisors who participate in their organizations' leadership activity, local competitions, and regional competitions will be paid .0512 above the salary schedule.
7. Secondary counselors who work on scheduling will receive up to 10 extra days to complete this work.
8. The District will compensate SLPs holding the Certificate of Clinical Competence from the American Speech-Language Hearing Association \$5,000 per year.
9. The District will compensate Psychologists holding professional certification from the National Association of School Psychologists \$5,000 per year.
10. The District will compensate each Nationally Certified School Nurse \$5,000 per year.
11. The District will compensate all employees holding National Board Certification the amount set by the legislature, according to the guidelines in appendix F.
12. Employees with 17 years or more of experience shall receive Supplemental Longevity Pay at the following rates:

	Supplemental Longevity Pay*
Years of Experience	
17-20	1.2%
21-24	1.8%
25-27	2.4%
28-31	3%
32-35	3.6%
36-39	4.2%
40+	4.8%

*Years as placed on the Salary Schedule.

13. Retirement/Resignation Notification Stipend: Upon submission to the District of a signed letter of retirement or resignation (effective at the end of the school year) on or before February 1, retiring and resigning employees shall be given a one-time stipend of \$500.
- C. Participation in the Professional Learning Supplemental Days shall be optional with each employee and shall be separate and apart from the regular contracted services. Staff members will be eligible to participate in the program in the same ratio as their service years to full-time service. The time will be paid on an hourly basis. This rate will be calculated at each employee's per diem, one-one hundred eightieth(1/180) of the annual salary rate, excluding all supplemental contracts, divided by seven (7) hours.

- D. No provisions of this contract shall be interpreted or applied so as to place the District in breach of salary limitations imposed by state law or subject the District to a state-funding penalty.
- E. All inservice required by the District or by assignment will be paid at the employee's per diem.
- F. When Professional Development inservices or trainings are offered, the district shall make clear if they are required or optional.

SECTION 6. HOURLY RATE

- a. Employees who teach after school or who participate in District-directed committee work or optional training outside the normal workday shall be paid an hourly rate of \$42.00.
- b. Certificated teachers who teach summer school will be paid \$42.00 per hour or their per diem rate, whichever is greater.

SECTION 7. JOB SHARING

Employees who want to share a job should work with the building administrator to submit a job-sharing plan to the District for approval. Employees who job share shall receive compensation and benefits on a pro-rated basis.

SECTION 8. EDUCATIONAL STAFF ASSOCIATES

Educational Staff Associates shall be placed on the certificated employee's salary schedule according to their education and experience. These employees shall be credited with up to two years of service credited for experience outside of education as per RCW 28A.150.410.

SECTION 9. SALARY

The salary schedule is attached as an appendix. Each cell of the salary schedule will be adjusted by the same percentage increase identified and funded by the state as an inflationary adjustment allocation for salaries each year of this Agreement. All certificated employees will receive this increase. The specific annual salary schedule shall be reviewed by both the Association and the District, or as a result of any action by the Washington State Legislature to ensure that the maximum funds allowable are being placed on the schedule. In the event the state rebases the annual salary allocation formula the SEA and SSD will meet to renegotiate the salary schedule. All financial items and working conditions after August 1 each year will follow the contract language and financial rates of the new contract starting September 1.

SECTION 10. PROVISIONS GOVERNING EMPLOYEES' SALARY SCHEDULE

- A. **Placement of beginning employees on the salary schedule.** All beginning employees' salaries shall commence on Step A-0. Hours earned after such date of the awarding of the Bachelor's Degree shall be applicable for advanced placement on the schedule.
- B. **Index.** Increments for experience, education and Master's will be in accordance with the index shown on the Salary Schedule.
- C. **Education Credits.** Education credits will be granted for college work. College credits for advancement on the salary schedule will be accepted from a four-year-degree-granting institution. Credit for courses taken at community colleges shall be granted if in conformity with SPI regulations relating to state allocations.
 - 1. Credit for education experience shall be given when evidence of such credit is filed with the District. Such evidence should be in the form of official college transcripts and should be filed with the District's Business Office no later than September 10. If, for some circumstances beyond the control of the employee, the college transcripts are not available and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit. The District will provide for the staff notice of available, accredited college courses throughout the year to be held in this District or in surrounding Districts.
 - 2. Education credits may be given for non-college educational activities voluntarily entered into by an employee for the purpose of strengthening his/her competencies.
- D. **Experience Credits.** Experience credit shall be given for military service which interrupts the employee's career up to five (5) years. Military service from six to seventeen (6-17) months will be credited as one (1) year, eighteen to twenty-nine (18-29) months will be credited as two (2) years, thirty to forty-one (30-41) months as three (3) years, forty-two to fifty-three (42-53) months as four (4) years and fifty-four (54) or more months as five (5) years.
- E. **Out-of-State Credits.** Employees hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within the state or those presently working for the District.
- F. **Acceptance of Clock Hour/Inservice Credits:** The District shall accept all clock hour and inservice credits that meet State Board of Education Approval Standards for clock hour and inservice credit. The credits shall count for advancement on the salary schedule. Ten (10) clock hours of inservice shall be equal to one (1) quarter university credit and shall be recognized as equivalent on the salary schedule--provided they qualify for State reimbursement.
 - 1. Teachers may request replacement clock hour forms from the Curriculum, Instruction and Assessment Office for the current and previous three (3) school years. The district will provide all clock hours electronically.

SECTION 11. 125 PLAN

The District shall institute a 125 Plan.

SECTION 12. DEFERRED COMPENSATION

The District will offer employees the opportunity to participate in the State of Washington Deferred Compensation program.

SECTION 13. INSURANCE BENEFITS

- A. Each year, the employer agrees to provide the insurance plans, follow employee eligibility rules and provide funding for all bargaining unit members and their dependents as required by State law, the State Operating Budget and the School Employee Benefit Board (SEBB).
- B. The District shall pay 100% of the state health care authority retirement benefit fund (commonly known as the carve-out).
- C. VEBA- The District will provide \$650 per employee per year into an individual VEBA account.

SECTION 14. TRAVEL

- A. Employees utilizing their private vehicle to travel on school business shall be compensated at the most recent rate being paid by the State of Washington. All employees, who by the nature of their assignment, must travel between schools or are required to make home visitations shall also be reimbursed at the most recent rate being paid by the State of Washington.
- B. All reimbursements for travel expenses will be paid within thirty-five (35) days of receipts and/or claim form(s) being submitted correctly with approval to the fiscal office.
- C. In the case of extenuating circumstances, a certificated employee may request any foreseen expenses prior to a planned trip related to their assignment.

SECTION 15. TUITION REIMBURSEMENT

- A. The District agrees to maintain a \$45,000 fund each year for tuition reimbursement and tuition loan reimbursement:
- B. Each employee will be eligible for a maximum eight hundred (\$800) per year on an FTE basis.
 - 1. Courses taken must qualify for advancement on the Salary Schedule.
 - 2. Tuition reimbursement will cover tuition and related textbooks, supplies, and materials.
 - 3. Tuition reimbursement can be used for repayment of loans, limited solely to verified tuition costs. The District will make reimbursement checks payable to the employee and

holder of the loan. Request for payment of loans may be made only after February 1 of each school year.

4. July 31 is the final deadline to turn in an official transcript for courses taken during the school year.

Dates: Fall, winter, spring, summer quarters/semesters that correspond with current school year. *(For example: Current school 2024-25, classes that are taken in the following quarters/semesters will qualify: Fall 2024, Winter 2024, Spring 2025, Summer 2025.*

The first reimbursement for the 2024-2025 school year is September 30 and the last reimbursement is August 31. All documentation needs to be turned into the Business office by the tenth of the month to be paid on the next payday.

Required Tuition Documentation:

- Complete credit approval form signed by principal
- Copy of registration form—indicating term of enrollment
- Proof of Payment*
- An official transcript *(This is not required prior to reimbursement—but it is required when course is completed.)*
- * One of the following qualifies as proof of payment for tuition reimbursement:
 - A canceled check written to college
 - Receipt from college showing payment made for course being reimbursed
 - Copy of a credit card receipt to college for payment
 - Account statement from college
 - Credit card statement showing payment to college

Required Loan Repayment Documentation:

- Completed credit approval form signed by principal
 - Copy of registration—indicating term of enrollment
 - Photocopy of statement from college/financial aid office
 - An official transcript *(This is not required prior to reimbursement—but is required when course is completed.)*
- C. The District agrees to maintain a \$15,000 fund to reimburse teachers enrolled in the National Teacher Certification program. Eligibility documentation shall include National Teacher Certification participation selection approval. Each employee will be eligible for a maximum eight hundred (\$800) per year on an FTE basis.
 - D. An employee who requests but does not receive the tuition reimbursement the first year shall be placed first on the eligibility list to receive reimbursement until March 1st the following year.
 - E. Monies intended for tuition reimbursement not used by the employee may carry over for use during the life of this contract. At the end of the fiscal year, the District will provide a fund balance and a record of expenditures of that fund to the Association President upon request.
 - F. In the event that the budget for national boards or tuition reimbursement is depleted, the monies from one account may be used to fund the other. The money carried over each year

may be used to pay for the high poverty portion of National Board stipends if needed (see appendix F).

G. Employees receiving the \$5,000 reimbursement may also apply for the \$800 reimbursement

If Title II funds are available, the District will reimburse up to \$5,000 of the cost of tuition to current certificated staff enrolled in a program to add an endorsement in Special Education or obtain certification in Special Education, School Psychology, Educational Interpreter, or Speech Language Pathology through an approved certification program.

If Title III funds are available, the District will reimburse up to \$5,000 of the cost of tuition to current ELL teachers who are impacted by new TBIP endorsement requirements.

1. In order to be reimbursed, certified staff must receive prior approval from the District before beginning the program of student and may be required by the District to first apply for the PESB Educator Retooling Conditional Scholarship Program. The employee will make a good faith effort on the scholarship application and the District will provide assistance if needed.
2. Certified staff receiving reimbursement can be required to sign an agreement to be employed for at least three (3) years in the District after receiving the endorsement and/or certification.
3. Certified staff receiving reimbursement may also receive tuition reimbursement designated in Section 13 of the bargained agreement if funds are available at the end of the year (August 31).

ARTICLE IX - GRIEVANCE PROCEDURE

Parties to this contract are encouraged to settle disputes at the lowest possible step. If informal discussion is unable to resolve the issue/problem the parties are encouraged to consider an informal or formal mediation either prior to or during the processing of a grievance. Should the parties agree to use mediation, they should be mindful of Article IX, Section 5. Time Limits.

SECTION 1. DEFINITION

A grievance is a claim by an employee or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and should be processed as a grievance as hereinafter provided.

SECTION 2. PROCEDURE

In the event that an employee believes there is a basis for a grievance, the employee may first discuss the alleged grievance with his/her building principal or other appropriate supervisor either personally or accompanied by his/her Association representative. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal grievance procedure.

STEP I

The grievant may invoke the formal grievance procedure through the Association. The Association will deliver the formal written grievance to the principal or appropriate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent's office or sent to the Superintendent through email. A grievance must be filed within twenty (20) school days of the occurrence or twenty (20) school days of the time when the Association learned of the occurrence, whichever is later.

STEP I REPLY

Within five (5) school days of receipt of the formal written grievance, the principal or identified designee shall meet with the grievant(s) in an effort to resolve the grievance. The principal or identified designee shall indicate a response to the Association and the grievant in writing within five (5) school days of the Step I meeting.

STEP II

If the grievant(s) is not satisfied with the Step I grievance response or if no written grievance response has been made within five (5) school days of the Step I meeting or ten (10) school days from date of filing, whichever is later, the grievance shall be elevated and delivered to the Superintendent's office or sent to the Superintendent through email.

STEP II REPLY

Within five (5) school days the Superintendent or their designee shall meet with the Association in an effort to resolve the grievance. The Superintendent or their designee will indicate their response to the grievance in writing within five (5) school days of the Step II meeting and shall furnish a copy to the Association and grievant.

STEP III

If the grievant is not satisfied with the Step II grievance response, or in the event that no agreeable resolution is reached within ten (10) school days after the grievant or the Association received the Superintendent's Step II written response, the grievant may ask the Association to request a meeting with the Board of Directors through the Superintendent or through the Chairman of the Board. The individual grievant may, take such action themselves if they choose. The grievant may request assistance from the Association.

STEP III REPLY

Within twenty-five (25) days of the receipt of the request, the Board of Directors will confer with the grievant(s) and/or Association representatives in an effort to resolve the grievance and attempt to reach a satisfactory solution. The Board shall indicate their response to the grievance in writing within 10 (ten) business days of the Step III hearing and will provide a copy to the grievant(s) and the Association.

STEP IV

If the Association is not satisfied with the Step III written grievance response by the Board or if no written response has been made within the timeline, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) school days of receipt of the written disposition of the Board. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation & Conciliation Service. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with rules of the agency selected. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground rules, except as provided in "Jurisdiction of the Arbitrator", or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

SECTION 3. ARBITRATION COSTS

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

SECTION 4. JURISDICTION OF THE ARBITRATOR

- A. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his/her knowledge for the expressed provisions of the contract under question. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.
- B. The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

SECTION 5. TIME LIMITS

The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties.

- A. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- B. Failure of the Association to proceed with its grievance within the time hereinbefore provided shall result in the dismissal of the grievance.
- C. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step of the grievance procedure.

SECTION 6. GRIEVANCE AND ARBITRATION HEARINGS

All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses.

SECTION 7. INDIVIDUAL COMPLAINTS

If an individual employee has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. However, no complaint shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any such adjustment of the complaint be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of the employee shall be the sole responsibility of the Association.

SECTION 8. EXCLUSIONS FROM ARBITRATION

The following are excluded from arbitration:

- A. Non-renewal of provisional employees;
- B. Non-renewal of contract; provided, however, the layoff and recall provision will be arbitral; except the financial determination will be decided by the Superior Court per RCW 28A.405.380;
- C. Adverse affect of contract.

SECTION 9. CONTINUITY OF GRIEVANCE

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

DURATION

SECTION 1. TERM OF AGREEMENT

The term of this Agreement shall be September 1, 2024 to August 31, 2026.

This Agreement shall be effective as of September 1, 2024 and shall be binding upon the District and the Association, and their members; and shall remain in full force and effect through August 31, 2026.

SECTION 2. RE-OPENERS

The parties agree to participate in ongoing Interest Based bargaining with modifications during the term of the agreement by mutual consent of the parties. This agreement may be reopened to consider the impact of any legislation enacted which may affect the terms and conditions of the agreement.

This Agreement may be re-opened on any item during the term of the Collective Bargaining Agreement at the request of either Party or to problem-solve as needs arise.

FOR THE ASSOCIATION

Melissa Arquette

Jonathan Babcock, Co-president

Sandra Benitez

Maria M. Garcia

Karl Johnson, Co-president

Mark Marro

Hannah Pulido

Nicole Walker

Jana Waywell, Lead Negotiator

FOR THE DISTRICT

Angel Carrizales

Kris Diddens, Human Resources Director

Jeff Loe

Ryan Maxwell, Superintendent

Sandra Ortiz

Ivy Weets

APPENDIX A - SALARY SCHEDULE

2024-2025 Certified Salary Schedule - Total Compensation includes 3.7% IPD

Yrs Experience	Description	BA	BA+45	BA+90/MA	MA+45	MA+90
0	Base	51,185	55,624	60,064	64,503	68,943
	12 Supplemental days	3,412	3,708	4,004	4,300	4,596
	Total Compensation	54,597	59,332	64,068	68,803	73,539
1	Base	51,996	56,540	61,084	65,628	70,172
	12 Supplemental days	3,466	3,769	4,072	4,375	4,678
	Total Compensation	55,462	60,309	65,156	70,003	74,850
2	Base	52,807	57,456	62,104	66,753	71,402
	12 Supplemental days	3,520	3,830	4,140	4,450	4,760
	Total Compensation	56,327	61,286	66,244	71,203	76,162
3	Base	53,618	58,371	63,125	67,878	72,631
	12 Supplemental days	3,575	3,891	4,208	4,525	4,842
	Total Compensation	57,193	62,262	67,333	72,403	77,473
4	Base	54,429	59,287	64,145	69,003	73,861
	12 Supplemental days	3,629	3,952	4,276	4,600	4,924
	Total Compensation	58,058	63,239	68,421	73,603	78,785
5	Base	56,303	61,403	66,503	71,603	76,703
	12 Supplemental days	3,754	4,094	4,434	4,774	5,114
	Total Compensation	60,057	65,497	70,937	76,377	81,817
6	Base	58,178	63,520	68,861	74,203	79,544
	12 Supplemental days	3,879	4,235	4,591	4,947	5,303
	Total Compensation	62,057	67,755	73,452	79,150	84,847
7	Base	60,052	65,636	71,219	76,803	82,386
	12 Supplemental days	4,003	4,376	4,748	5,120	5,492
	Total Compensation	64,055	70,012	75,967	81,923	87,878
8	Base	61,927	67,752	73,577	79,403	85,228
	12 Supplemental days	4,128	4,517	4,905	5,294	5,682
	Total Compensation	66,055	72,269	78,482	84,697	90,910
9	Base	63,801	69,868	75,935	82,003	88,070
	12 Supplemental days	4,253	4,658	5,062	5,467	5,871
	Total Compensation	68,054	74,526	80,997	87,470	93,941
10	Base	65,676	71,985	78,294	84,603	90,912
	12 Supplemental days	4,378	4,799	5,220	5,640	6,061
	Total Compensation	70,054	76,784	83,514	90,243	96,973
11	Base	67,550	74,101	80,652	87,202	93,753
	12 Supplemental days	4,503	4,940	5,377	5,813	6,250
	Total Compensation	72,053	79,041	86,029	93,015	100,003
12	Base	69,424	76,217	83,010	89,802	96,595
	12 Supplemental days	4,628	5,081	5,534	5,987	6,440
	Total Compensation	74,052	81,298	88,544	95,789	103,035
13	Base	71,299	78,333	85,368	92,402	99,437
	12 Supplemental days	4,753	5,222	5,691	6,160	6,629
	Total Compensation	76,052	83,555	91,059	98,562	106,066

14	Base	73,173	80,450	87,726	95,002	102,279
	12 Supplemental days	4,878	5,363	5,848	6,333	6,819
	Total Compensation	78,051	85,813	93,574	101,335	109,098
15	Base	75,048	82,566	90,084	97,602	105,120
	12 Supplemental days	5,003	5,504	6,006	6,507	7,008
	Total Compensation	80,051	88,070	96,090	104,109	112,128
16	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Total Compensation	82,050	90,327	98,605	106,882	115,159
17-20	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Supplemental Longevity	923	1,016	1,109	1,202	1,296
	Total Compensation	82,973	91,343	99,714	108,084	116,455
21-24	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Supplemental Longevity	1,385	1,524	1,664	1,804	1,943
	Total Compensation	83,435	91,851	100,269	108,686	117,102
25-27	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Supplemental Longevity	1,846	2,032	2,219	2,405	2,591
	Total Compensation	83,896	92,359	100,824	109,287	117,750
28-31	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Supplemental Longevity	2,308	2,540	2,773	3,006	3,239
	Total Compensation	84,358	92,867	101,378	109,888	118,398
32-35	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Supplemental Longevity	2,769	3,049	3,328	3,607	3,887
	Total Compensation	84,819	93,376	101,933	110,489	119,046
36-39	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Supplemental Longevity	3,231	3,557	3,883	4,208	4,534
	Total Compensation	85,281	93,884	102,488	111,090	119,693
40+	Base	76,922	84,682	92,442	100,202	107,962
	12 Supplemental days	5,128	5,645	6,163	6,680	7,197
	Supplemental Longevity	3,692	4,065	4,437	4,810	5,182
	Total Compensation	85,742	94,392	103,042	111,692	120,341

An RN, who holds an Educational Staff Associate Certificate (ESA), can move on the salary schedule through accumulation of Continuing Education Units (CEUs) or approved Clock Hours through the BA+90 column. Only CEUs or approved Clock Hours earned post certification can be applied to advancement on the salary schedule. Further progression requires attainment of a Master's Degree. Previous, verified, non-school nursing experience can be applied at a maximum of two years.

APPENDIX B - SUPPLEMENTAL SERVICES SCHEDULE

Co-Curricular (Extension of Classrooms)	
Position	Factor
Band, High School 3 concerts per year and maximum of 2 sports seasons	.095 per season
Band, High School extended season(s) postseason starts with district tournament	.01 per week of postseason
Marching Band Competition, High School	.0512
Marching Band, High School, assistant Field shows, parades, and competitions, as determined by the band instructor (up to two seasons)	.04 per season
Band, Middle School 3 concerts per year	.04
Mariachi, High School 3 concerts per year	.04
Choral, High School 3 performances per year	.04
Elementary School Music minimum 3 evening concerts per year	.04
Orchestra, High School 3 concerts per year	.04
Orchestra, Middle School 3 concerts per year	.04
Drama Director, High School 2 plays per year	.095 per play
Drama Assistant 2 plays per year implemented when the cast and crew reach 32 or greater	.065 per play
Leadership, High School	.095
Grade Level Counselors 9th, 10th, 11th, 12th	.095
Annual, High School (if a class)	.03

Extra-Curricular (Clubs)	
Position	Factor
Annual, High School (if not a class)	.0512
Annual, Middle School (if not a class)	.03
Apple Bowl/Knowledge Bowl	.0512
Associated Student Body advisor, Middle School	.0512
Competitive Debate, High School	.09
GSA/Safe Spaces	.04
Honor Society	.028
Key Club	.0512
Latino Culture Club	.02
Link Crew/WEB	.0512
Math Club	.03
Pep Club	.04
Robotics, High School	.0512
Robotics, Middle School	.0512
SADD Club	.02
Science Club, High School	.0512
Science Club, Middle School	.0512
Travel Club	Up to 2 release days of travel time for the advisor
Extended season/competitions for groups qualifying to attend state and/or national competitions	.01 per week

High School Class Advisors	Factor
Senior	.04
Junior	.03
Sophomore	.03
Freshmen	.03

Position	Factor
Assessment Coordinator	Middle Level - \$2000 Elementary - \$1500 Kindergarten - \$750
Auditorium Coordinator	.0512
Avid Site Coordinator	Up to 50 hours per diem per year
Dept. Heads (High School and Middle School) Group I, 4-10 Employees including Dept Head Group II, 11-15 Employees including Dept Head	.0429 .0512
Instructional Coaches	.125
POD Leaders	.03
Section 504/ADA Coordinator	90 minutes per diem for initial 504 plan, 60 minutes per diem for renewal of a 504 plan
SLC Advisors, Middle School	.03
Technical Resources Trainers (TRT)	.063

College in the classroom - All money received from a college to support College in the Classroom teachers will be paid to the respective teacher(s). This money shall be paid at the end of the year (no later than August 31).

A one-time stipend of \$200.00 will be paid to any bargaining unit member who has obtained Google Certification- Educator 1 and \$300.00 for Google Certification- Educator 2.

Each psychologist who has a psychologist intern shall receive a stipend of \$1500.

For 2024-2026 Supplemental Services pay will be calculated using the factors from Appendix B and the BA Column on the salary schedule up to 12 years of experience.

Stipend approval process:

- A. Extra Curricular:
 - 1) Initiated by advisor or administrator
 - 2) Factor is determined by the listed definition
 - 3) Must be approved by superintendent
- B. Co-Curricular:
 - 1) Initiated by the building administrator
 - 2) Must be approved by superintendent

•Stipends will be recommended to the building principal or designee by the start of the school year. Any reduction in stipends must be submitted to the district bargaining team for approval.

•The Supplemental Services Schedule will be approved by the district bargaining team annually.

•Approval or disapproval of clubs will be shared in writing by the superintendent. Denials may be addressed at bargaining.

Determining the factor:

To qualify for a .02 factor, groups must meet an average of once per month and conduct 2 to 4 yearly events; for a .03 factor, groups must meet an average of twice monthly and conduct 2 to 4 yearly events; for a .04 factor, groups must meet an average of once each week and conduct 2 to 4 yearly events. Advisors to groups that conduct more than 4 yearly events may be advanced to .0512.

Factors above .0512 are recommended by the building principal and should be scheduled before the school year in June for the following year.

Events are defined as group activities under the supervision of the advisor outside of the regular meeting times, which are conducted for the benefit of group members, the school, or the community.

Curriculum Pilot

The purpose of a curriculum pilot is to make sure the curriculum being considered for adoption is effective. It also allows district leaders an opportunity to gather more data, including feedback from teachers and administrators. Piloting materials helps curriculum teams identify the strengths and areas that may need to be strengthened from each curriculum being considered for adoption. Teachers participating in a pilot will be district selected with SEA input and give feedback in the curriculum adoption process.

Teachers assigned by the District to pilot new programs <i>The total funds available shall be \$10,000 per year and will not be carried over to the next fiscal year.</i>	\$300.00 (and required pilot-related meetings will be paid at hourly rate)
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APPENDIX C1 - OBSERVATION FORM

APPENDIX C2 - SUNNYSIDE SCHOOL DISTRICT

Classroom Teacher Comprehensive Summative Evaluation

Employee:		
Evaluator:		
Date:	Class:	Duration:

		Criterion Score 1/2/3/4
#1	Centering instruction on high expectations for student achievement	
#2	Demonstrating effective teaching practices	
#3	Recognizing individual student learning needs and developing strategies to address those needs. <i>(Includes SG 3.1, 3.2)</i>	
#4	Providing clear and intentional focus on subject matter, content, and curriculum.	
#5	Fostering and managing a safe, positive learning environment.	
#6	Using multiple student data elements to modify instruction and improve student learning. <i>(Includes SG 6.1, 6.2)</i>	
#7	Communicating and collaborating with parents and school community.	
#8	Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning. <i>(Includes SG 8.1)</i>	

Comments:	
Overall Criterion Score (8-14/Unsatisfactory, 15-21/Basic, 22-28 Proficient, 29-32/Distinguished)	
Student Growth Impact Rating (5-8/Low, 13-17/Average, 18-20/High)	
Overall Evaluation Summary (8-14/Unsatisfactory, 15-21/Basic, 22-28/Proficient, 29-32/Distinguished)	
Employee's signature (Signature is only indication of receipt)	Date
Administrator's Signature	Date

APPENDIX C3 - SUNNYSIDE SCHOOL DISTRICT

Classroom Teacher Focused Summative Evaluation

Employee:		
Evaluator:		
Date:	Class:	Duration:

		Criterion Score 1/2/3/4
#1	Centering instruction on high expectations for student achievement	
#2	Demonstrating effective teaching practices	
#3	Recognizing individual student learning needs and developing strategies to address those needs. <i>(Includes SG 3.1, 3.2)</i>	
#4	Providing clear and intentional focus on subject matter, content, and curriculum.	
#5	Fostering and managing a safe, positive learning environment.	
#6	Using multiple student data elements to modify instruction and improve student learning. <i>(Includes SG 6.1, 6.2)</i>	
#7	Communicating and collaborating with parents and school community.	
#8	Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning. <i>(Includes SG 8.1)</i>	

☐ #3.1

☐ #3.2

☐ #6.1

☐ #6.2

Comments:	
Overall Evaluation Summary (Unsatisfactory, Basic, Proficient, Distinguished)	
Employee's signature (Signature is only indication of receipt)	Date
Administrator's Signature	Date

APPENDIX C4 - SUNNYSIDE SCHOOL DISTRICT

Student Growth Goal Setting

Employee:

Date:

Criterion:	
#3	Growth focused on a subgroup of students Write a goal consistent with Criterion 3.1 in the CEL 5D+ Evaluation Rubric. This will be your guide for professional growth this year.
#6	Growth focused on whole classroom Write a goal consistent with Criterion 6.1 in the CEL 5D+ Evaluation Rubric. This will guide your professional growth this year.
#8	Growth measures targeted by grade-level team, and monitored throughout the year Write a goal consistent with Criterion 8.1 in the CEL 5D+ Evaluation Rubric. This will guide your professional growth this year.

SIGNATURE	DATE
Employee's Signature:	
Administrator's Signature	
*Goals may need to be adjusted due to extenuating circumstances	

APPENDIX C5 - SUNNYSIDE SCHOOL DISTRICT

Student Learning Goal Assessment Results

Teacher:	Grade Level:
School:	Subject:
Date:	# of Students:

<p>What patterns did you observe in student learning? For example, did all students make similar gains in their learning, or were some groups more successful than others? What were their strengths and areas of improvement?</p>
<p>What changes, if any, did you make or plan to make in future lessons so that all students continue to progress and learn?</p>

APPENDIX C6 - SUNNYSIDE SCHOOL DISTRICT

Focused Evaluation Request Form

Employee:
Evaluation Criteria: <ul style="list-style-type: none"> At least 1 comprehensive evaluation every 6 years (see Article IV.A, section 3.3) Having met the evaluation criteria and having reviewed the Focused Evaluation process

Evaluation Criteria		
		Check One
#1	Centering instruction on high expectations for student achievement	
#2	Demonstrating effective teaching practices	
#3	Recognizing individual student learning needs and developing strategies to address those needs. <i>(Includes SG 3.1, 3.2)</i>	
#4	Providing clear and intentional focus on subject matter, content, and curriculum.	
#5	Fostering and managing a safe, positive learning environment.	
#6	Using multiple student data elements to modify instruction and improve student learning. <i>(Includes SG 6.1, 6.2)</i>	
#7	Communicating and collaborating with parents and school community.	
#8	Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning. <i>(Includes SG 8.1)</i>	
If criteria 1, 2, 4, 5, or 7 are chosen, please also choose a student growth criteria below: <input type="checkbox"/> Criterion 3 <input type="checkbox"/> Criterion 6 <input type="checkbox"/> Criterion 8		

<input type="checkbox"/> Approved <input type="checkbox"/> Denied Explanation of denial:	
SIGNATURE	DATE
Employee's Signature (Request to participate in Focused Evaluation option)	
Administrator's Signature	

APPENDIX C7 - SUNNYSIDE SCHOOL DISTRICT

Self-Assessment Criteria Summary

Name: Building:	1 = Unsatisfactory 2 = Basic 3 = Proficient 4 = Distinguished
This form is a self-reflection tool to guide conversation. <i>There is no requirement to submit this form.</i>	

Criterion #1 Centering Instruction on high expectations for student achievement		Score:
Connection to standards, broader purpose and transferable skill Communication of learning target(s) Success criteria and performance task(s) High cognitive demand Discussion, collaboration, and accountability	P1 P4 P5 SE3 CEC5	
Overall self-assessment Criterion #1		

Criterion #2 Demonstrating effective teaching practices		Score:
Quality of questioning Expectation, support, and opportunity for participation and meaning making Substance of student talk Scaffolds the task Gradual release of responsibility	SE1 SE5 SE6 CP6 CP7	
Overall self-assessment Criterion #2		

Criterion #3 Recognizing individual student learning needs and developing strategies to address those needs		Score:
Teaching point(s) are based on students' learning needs Ownership of learning Strategies that capitalize on learning needs of students Differentiated instruction Teacher use of formative assessment data Establish Student Growth Goal(s) Achievement of Student Growth Goal(s)	P3 SE2 SE4 CP5 A6 3.1 3.2	
Overall self-assessment Criterion #3		

Criterion #4 Providing clear and intentional focus on subject matter, content, and curriculum		Score:
Connection to previous and future lessons Alignment of instructional materials and tasks Discipline-specific conceptual understanding Pedagogical content knowledge Teacher knowledge of content	P2 CP1 CP2 CP3 CP4	
Overall self-assessment Criterion #4		

Criterion #5 Fostering and managing a safe, positive learning environment		Score:
Accessibility and use of materials Arrangement of classroom Use of learning time Managing student behavior Student status Norms for learning	CEC2 CEC1 CEC4 CEC5 CEC6 CEC7	
Overall self-assessment Criterion #5		

Criterion #6 Using multiple student data elements to modify instruction and improve student learning		Score:
Self-assessment of learning connected to the success criteria Demonstration of learning Formative assessment opportunities Collection systems for formative assessments Student use of assessment data Establish Student Growth Goal(s) Achievement of Student Growth Goal(s)	A1 A2 A3 A4 A5 6.1 6.2	
Overall self-assessment Criterion #6		

Criterion #7 Communicating and collaborating with parents and school community		Score:
Parents and guardians Communication within the school community about student progress	PCC3 PCC4	
Overall self-assessment Criterion #7		

Criterion #8 Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning		Score:
Collaboration with peers and administrators to improve student learning Professional and collegial relationships Supports school, district, and state curriculum policy and initiatives Ethics and advocacy Establish Team Student Growth Goal(s)	PCC1 PCC2 PCC5 PCC6 8.1	
Overall self-assessment Criterion #8		

Instructions: Based on your self-assessment, your administrator's input, and any school or district initiative, set a professional development goal(s) for the school year.

Describe the area of knowledge or skill that you would like to strengthen this year:
What would success in this area look like? How will you know when you have achieved it? What would count as success?
Describe the professional development activities and action plan you will put into place to work toward improvement in this area:

APPENDIX C8 - SUNNYSIDE SCHOOL DISTRICT

Pre-Observation Conference Form

Employee completes form and may bring to pre-observation conference but is not required to turn in.

Employee:
Observer: Date: Time/Period:

#1	What is the learning target for the lesson and how does it align to the standards?	Criterion: 1: P1
#2	How will the learning target be communicated with the students?	1: P4
#3	What performance task and/or assessment task will be accomplished by the students to show they have met the learning target?	1: P5 6: A2
#4	How does this learning connect to previous and future lessons?	4: P2
#5	Briefly describe the students in this class, including those with special needs. How will you differentiate instruction for individuals or groups of students in the class?	3: P3 4: CP1
#6	Describe any special factors that need to be taken into account regarding your students and their individual needs.	3: P3 3: S2
#7	Is there anything you would like me to specifically observe during the lesson?	

APPENDIX C9 - SUNNYSIDE SCHOOL DISTRICT

Post-Observation Conference Form

Employee completes form and may bring to post-observation conference but is not required to turn in.

Employee:

School:

Date:

#1	In general, how successful was the lesson? Did the students learn what you intended for them to learn? How do you know?	Criterion: 6: A2
#2	How do your students know if they met the learning target?	6: A1
#3	How do your classroom routines and rituals, your use of physical space, and the materials in the classroom contribute to student learning?	5: CEC1, CEC2, CEC4, CEC5
#4	What type of formative assessments do you provide your students?	6: A3
#5	What system and routines do you use for recording and using formative assessments? Are your students able to use this data to monitor progress?	6: A4, A5
#6	How do you use formative assessment data in your teaching?	6: A6
#7	What methods do you use to communicate student progress with families and the school community?	7: PCC3, PCC4
#8	What are some examples of your professional relationship that support student learning, and student, staff, and district growth?	8: PCC1, PCC2

APPENDIX C10 – LONG FORM OBSERVATION OF CERTIFICATED TEACHERS

(Evaluation Criteria Checklist)

Employee _____ School _____

Assignment _____ Evaluator _____

Pre-observation Date (optional) _____ Observation Date _____

Lesson Observed _____

Beginning Time _____ Ending Time _____

INTRODUCTION: This worksheet is to serve as a discussion focus between the evaluator and the evaluatee. It is to provide an instrument for goal setting during the school year.

1. MEETS EXPECTATIONS
2. AREA FOR GROWTH
3. UNSATISFACTORY

1 2 3

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CRITERION 1: INSTRUCTIONAL SKILL

The competent teacher demonstrates instructional skills by:

1. Developing appropriate lessons/activities that meet clear instructional objects that build on students' knowledge, experience and student performance.
2. Using a variety of techniques such as examples, visuals, modeling and the use of technology to instruct students in the essential learnings.
3. Using strategies that encourage independent thinking, creative thinking, higher levels of thinking, and promote discussion among students.
4. Monitoring, providing feedback, and evaluating student progress in a variety of ways, i.e. using rubrics and authentic assessment techniques.
5. Presenting instruction in a clear, concise manner.
6. Appropriately packing the activities within a lesson, making full use of instructional time including transitions.
7. Using appropriate strategies to summarize and close the lesson.

COMMENTS:

1 2 3

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CRITERION 2: CLASSROOM MANAGEMENT

The competent teacher demonstrates classroom management by:

1. Maintaining a record keeping system as required by law and district policy.
2. Organizing the classroom to facilitate learning and create a stimulating, health and safe environment.
3. Developing effective classroom procedures and routines that define expectations for students.
4. Structuring the classroom environment to accommodate all students.
5. Planning for the entire instructional period including adequate plans for a substitute.

COMMENTS:

1 2 3

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CRITERION 3: PROFESSIONAL PREPARATION AND SCHOLARSHIP

The competent teacher demonstrates professional preparation and scholarship by:

1. Demonstrating knowledge of current theory and methods of teaching including an understanding of the essential learnings and benchmarks.
2. Adhering to and enforcing school law, state regulations, board policy and established administrative procedures.
3. Adjusting to changing conditions and unexpected situations.
4. Communicating with others, sharing ideas and resources.

COMMENTS:

1 2 3

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CRITERION 4: EFFORT TOWARD IMPROVEMENT

The competent teacher demonstrates effort toward improvement by:

1. Learning, exploring and implementing new curriculum and instructional techniques.
2. Demonstrating openness to suggestions for change and identifying areas for growth.
3. Participating in staff development for professional growth.

COMMENTS:

1 2 3

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CRITERION 5: THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

The competent teacher handles student discipline and attendant problems by:

1. Clearly defining and communicating to students and parents/guardian classroom behavior expectations that are consistent with school and district discipline policies.
2. Monitoring and dealing effectively with student behavior and special needs.
3. Dealing with students fairly and consistently.
4. Utilizing a variety of prevention/intervention strategies to encourage appropriate behavior and facilitate habits of self-discipline.
5. Involving parents, support staff and administration in the discipline process.
6. Maintaining confidentiality.

COMMENTS:

1 2 3

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CRITERION 6: INTEREST IN TEACHING PUPILS

The competent teacher demonstrates interest in teaching pupils by:

1. Expecting all students to experience success.
2. Developing positive and appropriate rapport with students.
3. Establishing a trusting environment that fosters risk taking.
4. Using techniques to motivate and challenge students of different ability levels.
5. Using effective listening/responding techniques.

COMMENTS:

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1 2 3

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CRITERION 7: KNOWLEDGE OF SUBJECT MATTER

The competent teacher demonstrates knowledge of subject matter by:

1. Using the adopted curriculum and supplementing with appropriate materials.
2. Keeping current with knowledge, trends, essential learnings, benchmarks and assessment techniques.
3. Relating subject matter to life experiences.

COMMENTS:

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AREA(S) OF FOCUS SELECTED BY TEACHER AND/OR ADMINISTRATOR

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THIS FORM CAN BE USED WITH MEDIA SPECIALISTS BY MUTUAL AGREEMENT OF THE MEDIA SPECIALIST AND THE BUILDING ADMINISTRATOR.

SIGNATURE OF PERSON BEING EVALUATED

DATE

SIGNATURE OF EVALUATOR

DATE

Note: Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrent with, the evaluation conference. Provide a copy of this report to the employee within five (5) working days of an observation or a series of observations.

APPENDIX C11 - EVALUATION of CERTIFICATED TEACHERS

90 Day ☐

Final ☐

Employee _____ School _____

Observation Date(s) _____ Start Time _____ End Time _____

Evaluator _____ School Year _____

	Meets Expectations	Area for Growth	Unsatisfactory
1. Instructional Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Classroom Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Professional Preparation and Scholarship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Effort Toward Improvement When Needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Handling Student Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Interest in Teaching Pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Knowledge of Subject Matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary:

It is my judgment, based upon adopted criteria, that this employee's performance has been _____ during the evaluation period.

(Satisfactory/Unsatisfactory)

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation not necessarily that he/she agrees with the content. Employee comments may be attached.

APPENDIX C12 - SHORT FORM OBSERVATION of CERTIFICATED TEACHERS

Employee _____ School _____
 Observation Date(s) _____ Start Time _____ End Time _____
 Evaluator _____ School Year _____

	Meets Expectations	Area for Growth	Unsatisfactory
1. Instructional Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Classroom Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Professional Preparation and Scholarship	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Effort Toward Improvement When Needed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Handling Student Discipline	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Interest in Teaching Pupils	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Knowledge of Subject Matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary:

Employee's Signature _____ Date _____
 Evaluator's Signature _____ Date _____

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation not necessarily that he/she agrees with the content. Employee comments may be attached.

APPENDIX C13 - LONG FORM OBSERVATION of CERTIFICATED SUPPORT STAFF

(Evaluation Criteria Checklist)

Employee _____ School _____

Assignment _____ Evaluator _____

Pre-observation Date (optional) _____ Observation Date _____

Lesson Observed _____

Beginning Time _____ Ending Time _____

INTRODUCTION: This worksheet is to serve as a discussion focus between the evaluator and the evaluatee. It is to provide an instrument for goal setting during the school year.

1. MEETS EXPECTATIONS
2. AREA FOR GROWTH
3. UNSATISFACTORY

1 2 3

--	--	--

CRITERION 1: KNOWLEDGE OF SCHOLARSHIP IN SPECIAL FIELD

The certificated support person demonstrates appropriate knowledge of theory and content in the special field as it relates to the common schools. The support person:

1. observes and implements Washington State Laws, federal laws, and district policies applicable to the area of specialization.
2. provides rationale for the procedures and processes used in the area of specialty.
3. relates and applies knowledge, research findings, and theory derived from the individual's area of specialty to the development of a program of services.
4. utilizes skills in the area of specialty to support the students' total educational program.

COMMENTS:

1 2 3

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CRITERION 2: SPECIALIZED SKILLS

The certificated support person demonstrates a competent level of skill and knowledge in his/her specialized field. The support person:

1. administers assessment instruments and/or instructs others who will administer assessment instruments.
2. prepares case study materials that aid in the development of programs and services for students.
3. assists students, parents and staff in understanding and using evaluative information
4. develops goals and objectives which facilitate the implementation of programs and services for students.

COMMENTS:

1 2 3

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CRITERION 3: MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

The certificated support person demonstrates an acceptable level of performance in managing and organizing the specialized environment. The support person:

1. demonstrates an understanding of and uses resources appropriate to student needs.
2. fosters an environment which provides privacy and protects student and family information consistent with federal and state regulations and district policies.
3. utilizes available technology for the specialized field.

COMMENTS:

1 2 3

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CRITERION 4: SUPPORT PERSON AS A PROFESSIONAL

The certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth. The support person:

1. keeps current with changes in the law, new developments, ideas and events related to the special field.
2. responds to suggestions for performance improvement.
3. selects and participates in professional growth activities.

COMMENTS:

1 2 3

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CRITERION 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

The certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs. The support person:

1. identifies those students needing specialized programs and/or services.
2. consults with other professionals, school personnel, parents and students concerning needed services.
3. develops and implements preventative and developmental program(s) that serve the needs of all students.
4. communicates the special needs of students to parents, staff, students and other professionals.
5. has an awareness of the essential learnings and benchmarks as they pertain to their specialized field and student learning.

COMMENTS:

1 2 3

--	--	--

CRITERION 6: INTERPERSONAL RELATIONS

The certificated support person relates in a professional manner to students, parents and educational personnel.
The support person:

1. respects individual differences and demonstrates equitable treatment of others.
2. uses communication skills to acknowledge and clarify the ideas and feelings of others.
3. communicates ideas and feelings in a manner that supports group processes.
4. interacts with others in a manner that communicates respect and support.
5. cooperates in and is supportive of the building and district decision-making processes.

COMMENTS:

1 2 3

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CRITERION 7: EFFORT TOWARD IMPROVEMENT

The certificated support person demonstrates effort toward improvement by:

1. demonstrating willingness to learn and explore new methodology and instructional techniques.
2. implementing approved new strategies.
3. demonstrating openness to suggestions for change.
4. participating in staff development for professional growth

COMMENTS:

AREA(S) OF FOCUS SELECTED BY TEACHER AND/OR ADMINISTRATOR:

THIS FORM IS TO BE USED FOR COUNSELORS, PSYCHOLOGISTS, SLP/CDS, CERTIFIED NURSES AND MEDIA SPECIALISTS WITH MUTUAL AGREEMENT OF THE MEDIA SPECIALIZED AND THE BUILDING ADMINISTRATOR.

SIGNATURE OF PERSON BEING EVALUATED

DATE

SIGNATURE OF EVALUATOR

DATE

Note: Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, the evaluation conference. Provide a copy of this report to the employee within five (5) working days of an observation or a series of observations.

APPENDIX C14 - EVALUATION of CERTIFICATED SUPPORT STAFF

90 Day ☐

Final ☐

Employee _____ School _____

Observation Date(s) _____ Start Time _____ End Time _____

Evaluator _____ School Year _____

	Meets Expectations	Area for Growth	Unsatisfactory
1. Knowledge of Scholarship in Special Field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specialized Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Management of Special and Technical Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Support Person as a Professional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Involvement in Assisting Pupils, Parents, and Educational Personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Interpersonal Relations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Effort Toward Improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary:

It is my judgment, based upon adopted criteria, that this employee's performance has been

_____ during the evaluation period.

(Satisfactory/Unsatisfactory)

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation not necessarily that he/she agrees with the content. Employee comments may be attached.

APPENDIX C15 - SHORT FORM EVALUATION of CERTIFICATED SUPPORT STAFF

Employee _____ School _____

Observation Date(s) _____ Start Time _____ End Time _____

Evaluator _____ School Year _____

	Meets Expectations	Area for Growth	Unsatisfactory
1. Knowledge of Scholarship in Special Field	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specialized Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Management of Special and Technical Environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Support Person as a Professional	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Involvement in Assisting Pupils, Parents, and Educational Personnel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Interpersonal Relations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Effort Toward improvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Summary:

Employee's Signature _____ Date _____

Evaluator's Signature _____ Date _____

Note: Employee's signature indicates only that he/she has read and has received a copy of this evaluation not necessarily that he/she agrees with the content. Employee comments may be attached.

APPENDIX D - GRIEVANCE REVIEW REQUEST FORM

This form is to be utilized in initiating a grievance pursuant to the Grievance procedure contained in the Contract between the Board and the Association. The completed, signed Grievance Review Request must be submitted in representing a grievance at Steps 1, 2, 3 and 4. The form must be addressed & delivered to the appropriate supervisor at Step 1 and to the Superintendent at Steps 2, 3 and 4.

TO: _____
Name Title

Grievant's Name _____
Address _____
Home Phone _____ Position/Title _____
School _____ Department _____

(1) Consistent with the procedure for processing grievances, I have taken the following actions:
(Indicate specifically by name and title who has officially reviewed the grievance to date.)

STEP I _____

STEP II _____

STEP III _____

STEP IV _____

(2) The nature of my grievance is: (Specify the section of Agreement violated, when the violation occurred, and in what way there was a violation, misapplication or misinterpretation.)

(3) The relief I am seeking is: _____

Signature _____ Date _____

APPENDIX E - JUST CAUSE

The concept of “just cause” referenced in Article III, Section 4, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:

1. Notice: Did the employer give to the employee forewarning of the possible consequences of the employee’s conduct?
2. Reasonable Rule or Order: Is the District’s rule, or the supervisor’s order, reasonable for the orderly, efficient or safe operation of the District?
3. Investigation: Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
4. Fair Representation: Was the investigation conducted fairly and objectively?
5. Proof: Did the person making the decision about the employee’s conduct obtain sufficient evidence to substantiate the decision?
6. Equal Treatment: Has the District applied its rules and penalties even-handedly?
7. Penalty: Was the discipline reasonable related to the seriousness of the offense and the employee’s past record?

A “no” answer to one or more of the above questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the Association, District or employees in any particular case.

The above seven steps may not be strictly adhered to in cases of sexual misconduct with or physical abuse of a student which may merit immediate corrective action.

APPENDIX F - NATIONAL BOARDS

Washington offers a bonus to all eligible K-12 public school National Board Certified Teachers (NBCT), as outlined by OSPI and WACs. Employees earning their National Board Certification shall receive a stipend in the amount designated through legislative action. If a school's percentage of free and reduced lunch falls below the designated high poverty percentage listed in the WAC, the affected employee(s) will be notified by the end of the current school year for the following year, of which funds would be affected. The high poverty portion of the stipend will be paid by the district for one (1) year, using remaining tuition and/or National Board reimbursement funds if available. If after one (1) year, the school has not returned to the status of high poverty, employees holding National Board Certification assigned to that building will not be paid the high poverty stipend.

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