

**COLLECTIVE BARGAINING
AGREEMENT**

between

COUPEVILLE SCHOOL DISTRICT NO. 204

and the

COUPEVILLE EDUCATION ASSOCIATION

September 1, 2024 August 31, 2025

Coupeville School District No. 204 complies with all federal and state rules and regulations and does not discriminate on the basis of race, creed, color, national origin, age, gender, sexual orientation, marital status, or non-program-related physical, sensory or mental disabilities. Inquiries regarding compliance and/or grievance procedures may be directed to the superintendent as the school district's Title IX/RCW 28A.640 Officer:

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Preamble

This collective Bargaining Agreement is entered into between the Board of Directors on behalf of the Coupeville School District, Coupeville, Washington, herein referred to as the Board or Board of Directors, and the Coupeville Education Association, herein referred to as CEA.

The intent of the Agreement is to set forth and record herein the basic and full agreement between the parties on those matters pertaining to wages, hours, and terms and conditions of employment for teaching personnel of the District pursuant to the Educational Employment Relations Act (RCW 41.59).

Definitions

- 1
- 2 When used in this Agreement, the following terms will have the meanings identified:
- 3 **Activities** refers to student academic, athletic and leadership activities occurring in addition to
4 and/or outside the regular school day, as approved by the Board.
- 5 **Activity Pay Schedule** refers to the listing published each year by the District, showing amounts to
6 be paid to coaches and/or advisors for activities.
- 7 **Administrators** refers to the school principals, program directors, and/or the Superintendent.
- 8 **Agreement** refers to the final, approved form of this document evidencing the terms and conditions
9 agreed to between the District and the CEA.
- 10 **Board or Board of Directors** refers to the five individuals elected by the citizens of the District acting
11 in their official capacity as the governing body of the District. The Board has authority to govern
12 only when at a public meeting having a quorum of at least three Board members.
- 13 **Caseload**, for special education teachers, refers to the number of students with Individualized
14 Education Plans (IEPs) and/or Individualized Family Service Plans (IFSPs) served by special education
15 certificated staff as Case Manager. For SLPs, OTs, and PTs the term “caseload” refers to the number
16 of students to whom they provide services through an IEP.
- 17 **Case Manager** means the special education staff member who is primarily responsible for
18 communication with the parents of a special education student.
- 19 **CEA** refers to the Coupeville Education Association, an association of the certificated teachers in the
20 District.
- 21 **Centered Special Education** refers to a service for students who have mild to significant intellectual
22 functioning and academic delays, which may exist concurrently with deficits in adaptive behavior.
- 23 **Days** refers to contracted work days unless specifically defined in this Agreement.
- 24 **District** refers to Coupeville School District #204, Island County, Washington, as represented by the
25 then-governing Board of Directors.
- 26 **Document** refers to the written form of information.
- 27 **Grievance** refers to a complaint or concern presented by a teacher or by the CEA to the
28 administration or Board for resolution.
- 29 **Memorandum of Understanding (MOU)** refers to a formal, signed agreement that serves as an
30 addendum to the collective bargaining agreement.
- 31 **Rates of Pay** Mandatory work beyond the required work year is paid at the individual teacher’s per
32 diem rate.
- 33 **Substitute: Casual substitute** refers to a certificated individual employed by the district on a day-to-
34 day basis to take the place of a teacher in the classroom. **Long term substitute** refers to a teacher

35 who has substituted in the District for more than twenty (20) consecutive days and does not hold a
36 continuing or non-continuing contract.

37 **Teacher** refers to a nonadministrative, certificated individual employed by the District under a
38 contract of employment. **Leave replacement teacher** refers to a nonadministrative, certificated
39 individual employed by the District under a noncontinuing contract to offer services in the absence
40 of a teacher on approved leave.

41 Additional terms whose use is limited to a particular article of this Agreement will be defined in that
42 article.

Article I - Recognition

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1.1 The District recognizes the CEA as the sole and exclusive representative of the District's teachers with respect to wages, hours, and terms and conditions of employment for all teachers included in the bargaining unit.

1.2 The CEA recognizes the Board of Directors as the sole and exclusive representative of the District.

1.3 Both parties agree that casual and long term substitutes are not subject to the articles of this Agreement concerning:

- Benefits
- Contracts
- Evaluation
- Assignments, Transfers, and Vacancies
- Reduction in Force
- Leaves
- Class Size

1.4 Leave Replacement Teachers are those teachers hired on a non-continuing contract in accordance with RCW 28A.405.900 to replace regular certificated teachers on extended leave. Leave replacement teachers will be subject to all terms and conditions of this Agreement, excluding Article XV, Reduction in Force, except that leave replacement teachers hired for a position for a term of less than 630 hours or current state requirements will not receive health insurance benefits. The appropriate compensation of a leave replacement teacher shall commence on the first day of assignment of replacement duties. When hiring a leave replacement teacher, the District will receive the recommendation of the affected teacher. Considerations will be based upon the requirements for the position and the relative qualifications of all applicants. The decision of the District will be final.

Article II - Administration of Agreement

2.1 Agreement Printing / Distribution.

Within fifteen (15) days after the ratification of the Agreement by both parties, the District will prepare the Agreement for printing. The document will be furnished to the CEA for review before being printed. Such review will be completed within five (5) days. Ratified and Board approved CBA and MOUs and corresponding documents shall be posted as a searchable PDF to the district website within ten (10) ~~business~~ days of completed review and signed by CEA and District representatives. The agreement shall be sent by electronic form to any teacher requesting the document.

Following the printing of the Agreement, two (2) physical copies shall be delivered to the CEA President(s).

2.3 Conformity to Law.

If any provision of this Agreement is determined to be invalid or contrary to law or contrary to an authority of competent jurisdiction – e.g., the courts of the State of Washington or the United States, the Public Teachers Relations Commission (PERC), the Office of the Superintendent of Public Instruction (OSPI) – then such provision will not be performed, applicable, or enforced except to the extent permitted by law or such authority. All other provisions will remain in full force and effect.

Upon request by either the Board or the CEA, the parties will enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

In the event either the District or the CEA elects not to enforce a particular provision of this Agreement in one or more instances, such election will not constitute a waiver of subsequent enforcement.

2.4 Teacher Contract Compliance.

Each teacher contract hereinafter executed will expressly state that it is subject to the terms of this Agreement. If any teacher contract contains language inconsistent with this Agreement, the Agreement will be controlling.

Article III - Rights of the Parties

3.1 District Rights.

The Board has, and will continue to retain, the rights and responsibilities to operate the school system and manage its programs, facilities, properties, and teachers. The Board retains all the functions, rights, powers, and authority not specifically abridged, delegated, or modified by this Agreement.

3.2 CEA Rights.

The CEA has the right to request and to receive public information from the District at no charge concerning:

- tentative District budgeting requirements and allocations;
- monthly revenue and expenditure reports, and other supplementary documents or materials used at Board meetings;
- agendas and minutes of all Board meetings;
- student enrollment and membership data;
- names and addresses of all teachers;
- public information concerning teacher's assignments, rates of pay, and with regard to substitutes, the number of days worked;
- other information which may be necessary for the CEA to fulfill its responsibilities under RCW 41.59 (collective bargaining law) and other articles of this Agreement.

The CEA has the right to sole use of a bulletin board in each faculty room for the dissemination of CEA information. Said space will be provided by the District and be no smaller than three by four feet.

The CEA has the right to provide the Board with information and opinions concerning the programs and operation of the District at any open public meeting of the Board or in writing addressed to the Board President.

3.3 Teacher Rights.

Teachers have the right to self-organization; to form, join, or assist teacher organizations; and to bargain collectively through representatives of their own choosing.

Teachers will not be subject to disciplinary action or discrimination in employment procedures or while employed as a result of the teachers' age, sex, religion, marital status, sexual orientation, gender expression or identity, familial affiliation, race, creed, color, national origin, domicile, political activity or lack thereof, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.

Teachers will not be subject to disciplinary action, including oral or written reprimands, suspension from teaching with or without pay, or discharge, without just cause. A teacher may appeal a discharge pursuant to RCW 28A.405.300 et. seq.

37 In all instances of disciplinary action beyond an oral reprimand, the teacher will have the right prior
38 to imposition of the discipline to have:

- 39 • the allegations which precipitated the discipline reduced to writing;
- 40 • an opportunity to rebut the allegations in writing;
- 41 • a representative present during meetings with administrators or their representatives. These
42 conditions do not preclude the right to pursue a grievance under Article XVI, Grievances, of this
43 Agreement.

44 Teachers have the right to provide the Board with information and opinions concerning the programs
45 and operation of the District at any open public meeting of the Board or in writing addressed to the
46 Board President.

47 Teachers have the right to inspect all contents of their complete personnel file kept in the District
48 office, to attach comments to documents in the file, and to request a hearing with the Superintendent
49 concerning review and removal of documents.

50 The District affirms that no reprisals, restraints, interference, or discrimination of any kind will be
51 taken against any teacher participating in the grievance procedure.

52

Article IV - Compensation

4.1 Compensation for Annual Contract.

Teachers will be compensated for their annual teaching contract assignment in accordance with their placement on the current negotiated salary allocation schedule herein attached as Appendix A and referred to as the Certificated Salary Schedule. Payment will be made in 12 monthly installments September through August of each contract year.

4.2 Compensation for Additional Mandatory Days.

Payment for mandatory work days under this Agreement beyond the work year specified in Article XI, Working Conditions and Requirements, will be compensated at the per diem rate of 1/180th of the teacher's annual base salary.

4.3 Compensation for Additional Permissive Days.

When approved by the Superintendent, teachers will be compensated for work on committees and special projects at the respective teacher's prevailing per diem rate, upon completion of a timesheet and/or supplemental contract.

A committee charter will be issued by the Superintendent's office stating the details of the district identified committee.

Prior to a dissolution, suspension, or disempowerment of a committee (other than conclusion of the committee's work), alternatives to said actions will be identified and discussed. In the event that continuation is not deemed necessary or possible, committee work will be preserved and brought to a conclusion where practical.

4.4 Compensation for Substituting.

The District will pay teachers at their per diem rate for each hour they are requested to cover a class during their normal preparation period.

4.6 Compensation for Leave Replacement Teachers.

Leave replacement teachers will be compensated in accordance with their placement on the Certificated Salary Schedule as of their first day under contract with the District.

4.7 Compensation for Long Term Substitute Teachers.

Substitute teachers will be compensated for their assignments at a minimum rate of 75% of the first step on the Certificated Salary Schedule. On the 21st consecutive day of a continuing assignment and continuing for the duration of that assignment, then long term substitute teachers will be placed on the Certificated Salary Schedule as appropriate for their experience and education.

32 **4.8 State Cost of Living Adjustment**

33 When the State Legislature establishes a cost-of-living adjustment (Implicit Price Deflator, Seattle
34 Consumer Price Index Rate, or other increase), the certificated salary schedule will be increased by
35 the amount established by the State Legislature, independent of any additional bargained terms.

36 **4.9 Reimbursement for Expenses.**

37 When a teacher is required to represent the District at any professional meeting, the District will pay
38 for all authorized expenses connected therewith.

39 **4.10 Placement on Schedules.**

40 The District will place teachers new to the District on the Certificated Salary Schedule pursuant to
41 the teachers' documented experience and education in accordance with state guidelines and
42 regulations used for reporting on the S-275 report. Teachers must submit all documentation to be
43 considered, including official college transcripts, within the first thirty (30) days of their employment.
44 If due to the 2018 teacher salary reforms, OSPI stops issuing instructions for salary placement on the
45 S-275, the District will use the last-available instructions to continue placing teachers on the
46 negotiated salary schedule.

47 **4.11 Advancement on the Certificated Salary Schedule.**

48 Teachers will qualify for vertical and horizontal movement on the Certificated Salary Schedule
49 pursuant to experience and additional credits earned by October 1. Teachers must provide the
50 district with documentation of credits earned (in the form of transcripts or a letter from the institution
51 granting the credit) by October 30 of each year in order to have their salary adjusted for that school
52 year. Only experience and credits recognized by OSPI for submission on the S-275 report will
53 qualify.

54 **4.12 Teacher Mentor Program**

55 At the start of the year, CEA and CSD will establish a mutually agreed-upon number of mentor
56 teachers and will jointly select said mentors to help assist new teachers (as defined by the BEST
57 program). By mutual agreement a mentor may also be assigned to any other teacher who may
58 believe that they need additional assistance. Each mentor teacher will be available to mentor another
59 teacher approximately one (1) hour a week. This mentoring may include conversations, help
60 developing lesson plans, listening to and helping address teaching concerns, and more. Each mentor
61 teacher will receive a paid stipend in the amount equivalent of up to five (5) days at their per diem
62 rate including the stipend provided through the BEST program, which will provide up to 37.5 hours
63 of mentoring. Mentors and Mentees will participate in an intentional, structured mentor program to
64 be developed jointly with CEA and the District. If the BEST program ceases to exist this section will
65 be reopened upon request of the District or Association to determine whether another funding source
66 may be available for mentorship stipends.

67 **4.13 Overpayments**

68 In the event of a mistake in payment resulting in underpayment or overpayment within the previous
69 two (2) years, the District and employee involved shall mutually determine an arrangement for

70 correction. Payment arrangements will be processed through the payroll system. When at all
71 possible, overpayments will be corrected within one (1) year.
72

Article V - Payroll Deductions

5.1 Required Deductions.

The District will make payroll deductions for teachers as required by law, including but not necessarily limited to deductions for federal income tax, Federal Income Contribution Act (FICA), Washington State Teachers' Retirement System, state paid family medical leave, industrial insurance, and absence not covered by authorized leave.

When so ordered by a Superior Court, the District will comply with the directives of a Writ of Garnishment filed against a teacher. Each garnishment or action for collection of debts will be reviewed by the Superintendent and the information will be retained by the District business manager for review by the State Auditor.

5.2 Voluntary Teacher Contributions.

Deductions for voluntary teacher contributions will be made with appropriate signed teacher authorization for:

- regular CEA dues and assessments as described in Article 5.5;
- premiums for approved insurance and tax sheltered annuity programs and/or other benefit programs designated by the Association, provided at least 10% of the Association membership or 10% of district employees wish to participate, and provided the vendor is willing to execute reasonable agreement protecting the District from any liability attendant to procuring tax deferred annuities;;
- payroll deductions to a secondary bank that is different from the net pay direct deposit bank; and
- contributions to charitable organizations, provided 10% of the Association membership or 10% of district employees wish to participate in the same program or donate to the same organization.

5.3 Hold Harmless.

The CEA will indemnify, defend, and hold the District harmless against any claims made and any suit instituted against the District resulting from any payroll deductions for the CEA. The CEA agrees to refund to the District any amount paid to it in error.

5.4 CEA Dues Annual Amount.

On or before October 1 of each year, the CEA will give written notice to the District of the dollar amount of dues and assessments for payroll deductions. Included will be the dues and assessments for the CEA, the National Education Association, the Washington Education Association, and Uniserv. Payroll deductions for dues amounts provided by October 1 are to be deducted in the current school year.

Article VI - Leaves

The benefits defined below apply to full time teachers. Teachers on less than a full-time contract, including leave replacement teachers, will receive the same benefits, on a pro-rata basis.

6.1 Leave Benefits.

Under this Agreement, leave benefits will:

- be granted with full pay at the teacher's current rate unless otherwise stated;
- be granted in units of half or full days only in cases where a substitute is called;
- require reasonable advance notice if personal, or a leave of absence, or a CEA leave;

Teachers on unpaid leave may continue their insurance coverage, when allowed by the insurance provider, by paying their premiums in advance to the District each month.

6.2 Illness, Injury, and Emergency Leave.

The District will grant each teacher twelve (12) paid sick leave days annually. Sick leave may be used for the following reasons:

- An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventative medical care.
- To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventative medical care; and
- when an employee's child's school or place of care has been closed by order of a public official for any health related reason.
- An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

The District may require a signed statement from a physician for any absence in excess of five (5) consecutive days. If sick leave benefits are exhausted, the Board may grant leave without pay or benefits for the balance of the illness, upon the recommendation of the Superintendent.

For purposes of this Agreement, family shall be defined as an employee's relative, domestic partner, and/or member of the employee's household. Kinship based on step lineage and based on legally designated foster relations shall be included in, but not limited to, use of the term "relatives".

Unused sick leave may be accumulated up to a maximum of one work year. Teachers are entitled to be compensated for unused sick leave in accordance with Washington State law (RCW 28A.400.210).

35 Emergency leave will be limited to leaves caused by fire, flood, disaster, or other events known as
36 “acts of God” which require the personal attention or require immediate attention of the teacher and
37 which cannot be reasonably accomplished at times other than during the work day.

38 Additionally, the Principal may, in the event she/he can document a pattern of regular, excessive,
39 or unusual absences, require a signed statement from a physician documenting the disability causing
40 subsequent absences(s).

41 **6.3 Bereavement Leave.**

42 The District will grant each teacher five (5) paid days per occurrence for bereavement leave in the
43 event of death in the teacher’s extended family. For purposes of this Agreement, family shall be
44 defined as an employee’s relative, domestic partner, and/or member of the employee’s household.
45 Kinship based on step lineage and based on legally designated foster relations shall be included in,
46 but not limited to, use of the term “relatives”.

47 At the discretion of the Superintendent or designee, an employee, upon request, may be granted up
48 to one (1) day of leave for the death of a close friend not covered in the above paragraph.

49 **6.4 Personal Leave.**

50 1. Days Credited: The District will grant each teacher three (3) paid days annually for personal leave.
51 Teachers may use personal leave as needed.

52 2. Use: Teachers are expected to request personal leave sufficiently in advance to allow the District
53 to obtain a substitute. Teachers also must provide lesson plans for use by a substitute during their
54 absence.

55 Administrators will not be required to approve requests for personal leaves that would occur during
56 the first week of the school year or the last two weeks of the school year, or on the day before or
57 after a school holiday or three-day weekend. Administrators will not be required to allow more than
58 10% of the certificated staff per building to take personal leave days on the same date. Except in
59 cases of emergency and when used to avoid unpaid leave status, teachers may not use more than
60 three days of personal leave consecutively without prior approval at least one (1) week in advance.

61 3. Accumulation and Cashing Out: Up to three (3) unused personal days may be carried over to the
62 next year. Carry over will occur automatically.

63 After the rollover of personal days, the remaining personal days will be automatically cashed out. If
64 a teacher wishes to do something different with their personal leave balance, they must notify the
65 district office no later than June 30th. Cashed out personal days will be paid to the employees at the
66 end of each fiscal year at the current substitute rate. The maximum balance for personal leave is six
67 (6) days in any given year.

68 In addition to the individual allocation, a pool of ten (10) days of additional personal leave will be
69 available to the bargaining unit, to be distributed to individual bargaining unit employees, for
70 emergency absence from work which requires more days than the individual employee’s leave will
71 cover. The District will grant this leave on a first-come-first-serve basis to employees who would
72 qualify for emergency leave under section 6.2 and have already exhausted other paid leaves. Such
73 leave will be limited to no more than two (2) days provided to any one employee in a contract year.

74 **6.5 Military, Jury Duty, Domestic Violence Leave**

75 a. **Military Leave**

76 Every officer and employee of the state or of any county, city, or other political subdivision
77 thereof who is a member of the Washington National Guard or of the Army, Navy, Air Force,
78 Coast Guard, or Marine Corps Reserve of the United States shall be entitled to and shall be
79 granted military leave of absence from such employment for a period not exceeding fifteen (15)
80 days per calendar year. Such leave shall be granted in order that the person may take part in
81 active training duty. Such military leave of absence shall be in addition to any vacation or sick
82 leave to which the officer or employee might otherwise be entitled and shall not involve any
83 loss of efficiency rating, privileges, or pay.

84 Military leave will be granted to personnel who are required to serve in the armed forces of the
85 United States or the State of Washington in fulfillment of obligations incurred under selective
86 service laws. During such a period of military duty the district shall not incur any financial
87 obligation to the employee.

88 Military leave without pay may be granted to employees entering active duty voluntarily, for
89 short periods during those times when their obligation to the school system will not be neglected.

90 The District shall also comply with any applicable federal laws and regulations which provide
91 military related leave benefits to employees covered by this Agreement, including, but not
92 limited to, the 2008 amendments to the Family and Medical Leave Act which provides for a
93 twelve (12) week “qualifying exigency” leave and a twenty-six (26) week military caregiver
94 leave.

95 Should the laws mentioned in this Article be amended during the term of this Agreement, the
96 District will comply with any such amendments.

97 **b. Jury Duty and Subpoena**

98 Leave of absence with pay and benefits shall be granted for jury duty. The employee shall notify
99 the District when notification to serve on a jury is received.

100 Leave of absence with pay and benefits shall be granted when an employee is subpoenaed to
101 appear in court up to one (1) day. If requested in writing, additional days may be granted at the
102 discretion of the Superintendent. Leave shall be without pay if the employee is a plaintiff in an
103 action against the District. If any witness fees are paid, that amount shall be reimbursed to the
104 District business office.

105 **c. Domestic Violence Leave**

106 It is the intent of the parties to comply with RCW 49.76.

107 An employee who is the victim of domestic violence, sexual assault or stalking, or who has a
108 family member who is a victim, shall be entitled to annual leave or other applicable leave. The
109 employee shall have the option to take leave on an unpaid basis as well. “Family member” under
110 this law means any individual whose relationship to the employee can be classified as a child,
111 spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating
112 relationship.

113 An employee taking leave for reason of domestic violence, sexual assault or stalking must
114 provide advance notice that the leave is being taken for one of the reasons enumerated above,

115 provided, however, that if the employee is not able to give advance notice, the employee or
116 “designee” must notify the employer before the end of the first day of absence.

117 The District may require verification that the employee or family member is a victim of domestic
118 violence, sexual assault, or stalking. The District may additionally require written verification of
119 the family relationship. Such written verification must be provided to the District in a timely
120 manner.

121 **6.6 CEA Leave.**

122 CEA members will, at the request of the CEA President, be granted twenty-five (25) days per year of
123 paid leave for purposes of CEA business not contrary to law. The twenty-five (25) days may be
124 extended to thirty-five (35) days upon request by the CEA President and approval of the District
125 superintendent. The CEA will be responsible for reimbursement to the District for the cost of
126 providing a substitute for the member(s) on leave.

127 **6.7 Leaves of Absence - Unpaid.**

128 Requests for leave must be made in writing no later than the due date for return of the teacher’s
129 contract for the following school year and will specify the duration of and the reason for the request.

130 The District may grant up to one full school year of unpaid leave per request to a teacher. Up to two
131 teachers per year may be granted this leave.

132 Requests for leave for less than a school year will be granted only if the District is able to locate a
133 suitable replacement for the term of the leave. Leaves for less than a school year, including requests
134 for short leaves of one or more days, are at the discretion of the Superintendent and may be requested
135 by the teacher as needed.

136 The District will guarantee a teacher on unpaid leave a teaching position in the District upon return,
137 but cannot guarantee the same position the teacher previously held in the District. If a reduction in
138 force occurs while the teacher is on leave, the teacher will have the same seniority rights as if the
139 teacher had not taken leave.

140 **6.8 Leaves of Absence - Paid.**

141 At the discretion of the Board of Directors, paid leaves of one full school year for approved
142 educational purposes may be granted by the District upon the request of any non-provisional
143 teacher. Compensation will be 50% of the teacher’s salary at the time s/he applies for this leave. The
144 teacher agrees to return to the District for at least two years upon completion of the leave. The
145 following criteria must be met to qualify for consideration of the leave by the District:

- 146 • the leave must be for the purpose of study or research in a field that has direct application to
147 school curriculum.
- 148 • the leave must be requested in writing no later than April 1 of the year preceding the leave. The
149 request must provide specific information concerning the program for which the leave is
150 requested.
- 151 • the teacher must return to the District and work for at least two years following a paid leave.
152 Any teacher receiving this paid leave who either does not return to the District or does not

153 remain for two full school years agrees to reimburse the District for the full amount paid to the
154 teacher by the District while on the paid leave.

155 No more than one teacher per year may be granted this paid leave. The District will guarantee a
156 teacher on this paid leave a teaching position in the District upon return, but cannot guarantee the
157 same position the teacher previously held in the District. No benefits will be extended to a teacher
158 on this paid leave. However, a teacher may elect to pay for insurance coverage available to other
159 teachers. If a reduction in force occurs while the teacher is on leave, the teacher will have the same
160 seniority rights as if the teacher had not taken leave.

161 In the event that a teacher is not granted this leave after full compliance with the conditions listed
162 above the District will provide a written explanation to the applicant and the CEA.

163 **6.9 Extensions and Renewals.**

164 All extensions or renewals of leave will be applied for and granted or denied in writing by the Board.

165 **6.10 Return from Leave.**

166 Teachers must notify the District in writing no later than April 1 of their intent to return from a leave
167 of absence. If the district has not received written confirmation of a Teacher's intent to return to
168 work by April 1, the District will consider the Teacher's position to be vacant.

169 Upon a teacher's return to work from a leave of absence, the teacher will be placed on the Salary
170 Schedule at the appropriate level in accordance with the salary placement provisions of this
171 Agreement and the applicable S-275 reporting procedures that existed as of 2018. All benefits will
172 be restored to a teacher returning from leave, including unused accumulated sick leave. The
173 returning teacher will be assigned to a teaching position for which they are qualified.

174 **6.11 Paid Family Medical Leave / FMLA**

175 The District will grant FMLA/PFML leave to employees consistent with state and federal law and this
176 section. Employees may use their accumulated sick and personal leave to supplement PFML. All
177 payments of accrued leave during periods of PFML shall be designated supplemental benefits by the
178 employer under PFML rules. PFML and FMLA can be chosen to be taken consecutively instead of
179 concurrently at the Employee's discretion.

180 If an employee elects to use accrued sick and personal leave to supplement the PFML benefit, this
181 may be done in full or half day increments for the duration of the PFML leave. The employee will
182 notify the District of this election prior to or at the time of the employee's PFML leave. Any changes
183 to this election must occur by the 10th of each month via notification to the District Human
184 Resources office. The employee must provide document verification of weekly benefit amount from
185 the Employment Security Department. Verification will be provided to the district office by the 10th
186 of each month.

187 The District may designate leave as FMLA and/or PFML-qualifying before an employee has
188 exhausted sick leave. Employees will not be required to utilize accrued paid leave concurrently with
189 FMLA leave unless the employee elects to do so.

190

Article VII - Leave Sharing

7.1 Leave Sharing Procedures.

Teachers may donate sick and emergency leave to another teacher subject to the following, and in accordance with state law:

- The donating teacher must have an accrued sick or emergency leave balance of more than 22 days.
- All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave.
- The donating teacher cannot request a transfer of days which would result in his or her sick or emergency leave account going below 22 days.
- To qualify to receive days under this provision, a receiving teacher must comply with the following conditions, if applicable:
 - a. the receiving teacher must suffer from or have a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused or is likely to cause the teacher to either go on leave without pay or to terminate employment;
 - b. The receiving teacher qualifies for shared leave on another basis under state law, which may include certain military-related leaves, domestic-violence related leave, or pregnancy and parental leaves;
 - c. the receiving teacher has depleted or will shortly deplete his/her illness, injury, and emergency leave provided that an employee who takes shared leave for qualifying reasons related to pregnancy or parenting of a new child do not need to exhaust all of their leave and may maintain up to 40 hours of sick leave;
 - d. if the leave is for illness or injury that is work-related, the receiving teacher has diligently pursued and been found to be ineligible for worker's compensation benefits.

The Superintendent and the receiving teacher will determine the amount of leave, if any, which the teacher may receive under this section. However, the teacher will not receive leave in excess of his/her contracted work year.

A teacher who receives leave under this section will retain his/her status as a District teacher.

7.2 Administration of Leave Sharing Program.

Leave sharing will be administered as follows:

- The teacher needing leave, or his/her representative, will make a written/email request to the Superintendent.
- The Superintendent will review the request in terms of policy, approve or deny the request, and notify the teachers, the CEA President, and the business manager/designee.
- The business manager/designee will notify all staff by email of the opportunity for qualified staff to donate leave. Staff qualified and willing to donate leave will notify the business

38 manager/designee by replying to the email invitation. The business manager/designee will
39 develop a list of donors in chronological order of receipt.

40 • Leave will be taken from donors by beginning at the top of the list and taking one day per
41 person in order from the list. This process will continue, taking one day at a time from each
42 donor until the days donated have been exhausted or until the need for donated leave no
43 longer exists.

44 • Any leave donated but not used will return to the donor(s).

45 • All donations of leave will be confidential.

46

Article VIII - Insurance

8.1 School Employees Benefits Board (SEBB) Program.

The District shall pay the full portion of the employer contribution to the School Employees Benefits Board (SEBB) for insurance programs as adopted in the statewide collective bargaining agreement for all employees who meet the eligibility requirements outlined in state law and described below. Information on the current benefits available through SEBB, eligibility, enrollment commencement and end timelines, and dependent enrollment are available online at website of the Washington State Health Care Authority.

Benefits presently provided by the SEBB include but are not necessarily limited to:

- Basic Life and accidental death and dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental which may include orthodontia
- Medical

Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees who select a qualifying High Deductible Health Plan (HDHP) for their medical insurance will automatically be enrolled in a Health Savings Account (HSA). These employees may choose to make additional contributions to their HSA through a payroll deduction.

8.2 Eligibility

Certificated staff shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the school year shall count for purposes of establishing eligibility.

When an employee, with the exception of those non-continuing employees and employees who do not work at least six of the last eight weeks of the school year, is hired into a position that would qualify for benefits if filled for the full eligibility year and not enough days remain in the year to achieve 630 hours, that employee will be provided with benefits coverage.

8.3 Leaves

Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave status will retain their employee/employer relationship status for the provisions of this section and will receive benefits as required by SEBB policy, provided the employee pays their portion of premiums to the HCA. An employee on approved leave under the Family and Medical Leave Act (FMLA) or the Washington State Paid Family Medical Leave (PFML) will continue to receive the employer

39 contribution for insurance coverage in accordance with the federal FMLA or current state
40 rules, regulations, and guidelines, provided the employee pays their portion of premiums to
41 the HCA. For an employee on leave without pay who is no longer anticipated to meet the
42 eligibility standard for employer paid insurance benefits by the end of the school year, the
43 employee will have the option of self-paying the premium to HCA (COBRA).

44 **8.4 Benefit Enrollment/Start**

45 Benefit coverage for new employees will begin the first day of the month following the first
46 day of work when it is expected that the employee will work 630 hours, except during the
47 month of September when the employee's benefit coverage will begin in September if the
48 employee is expected to work 630 hours or more during the school year and that employee
49 begins on or before the first day of school in September.

50 Employees previously employed by a SEBB employer and eligible for SEBB coverage in the
51 month prior to the first day of work will have uninterrupted benefit coverage if they meet
52 the eligibility requirements above.

53 Should an employee who previously was not expected to be eligible for benefits under SEBB
54 work 630 hours in one year, the employee will become eligible for benefits to begin the
55 month after 630 hours.

56 **8.5 Benefit Termination/End**

57 Any employee terminating employment shall be entitled to continue receiving the District
58 insurance contribution for the remainder of the calendar month in which the contribution
59 is effective. In cases where separation occurs after completion of full contract obligation
60 (i.e. the end of the student school year in June) benefit coverage will continue until August
61 31, unless the effective date of the employee's resignation occurs in June or July.

62 **8.6 Legislative Changes**

63 If the Washington State Legislature changes provisions of the SEBB to allow for changes in
64 employer contributions towards elective benefits, or substantially changes the medical
65 coverage provisions, either party can reopen this agreement for negotiation over the changes
66 to the extent allowed by law.

67

68 **8.7 Injuries by Students**

69 If a teacher is injured as a result of an assault while performing district contracted duties and said
70 assault becomes a valid Labor and Industries (L&I) claim, the following will occur:

- 71 • The L&I approved claim will be paid by L&I.
- 72 • Teachers will access additional benefits as necessary through their SEBB plan.

- 73 • Coupeville School District will pay any L&I approved medical claims that were not fully funded
74 by either the L&I or the individual's health and welfare plan, up to a maximum of \$5,000 per
75 incident.
- 76 • Coupeville School District will pay the difference between the work loss payment from L&I and
77 the teacher's regular contract wages, for up to one year of work loss as approved by L&I.

78 **8.8 Additional Items.**

79 The District will contribute \$60.00 per bargaining unit member per month to employee VEBA
80 accounts.
81

1 **Article IX - Contracts**

2 **9.1 Employment Contracts.**

3 The District annually will provide an employment contract to each teacher. Each contract will
4 conform to Washington State law, State Board of Education rules and regulations, and this
5 Agreement. Teachers will have at least fourteen (14) calendar days from the date of issuance to
6 return their contracts to the District office. Leave replacement teachers will be issued noncontinuing
7 contracts for the days which are scheduled during their term of employment.

8 **9.2 Supplemental Contracts.**

9 The District will issue supplemental, non-continuing contracts for additional days of service beyond
10 the basic contract for approved work.

11 The following positions require additional days to meet program obligations:

- 12 • Secondary Counselors – 15 days
- 13 • Elementary Counselor – 5 days
- 14 • Certified School Nurse – 5 days

15 All days will be worked before and/or after the normal school year contract.

16 **9.3 Release from Contract.**

17 A teacher under contract will be released from contractual obligations to the District, provided a
18 written letter of resignation is submitted to the District office before July 1. When a letter of
19 resignation is submitted on or after July 1, a release from contract will be granted only if a satisfactory
20 replacement can be obtained. The District may grant a release from contract upon a teacher's request
21 in circumstances of illness or other personal matters which make it impossible for the teacher to
22 continue in the District.

Article X - Personnel Files

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10.1 District Personnel Files.

The District will maintain only one personnel file per teacher. Such records will remain on file with the District according to the General Records Retention Schedule (RCW 40.14.070 and WAC 414-24-050). The principal or supervisor may also keep records for evaluation or discipline purposes in his/her staff files. Principal files will be destroyed upon termination of employment of either the school principal or the teacher, or in the event a school principal or a teacher is assigned to another building in the District.

10.2 File Contents.

The following provisions apply to personnel files. No document containing derogatory material or making reference to a teacher's competence, character, or manner will be kept or placed in the teacher's personnel file: a) without the teacher's knowledge; and b) unless it has been investigated and found to be true and accurate. Each teacher has the right to ask for a hearing with the Superintendent concerning review and removal of a document or documents placed in the teacher's personnel file.

The teacher will acknowledge that s/he has read any documents containing derogatory material by signing and dating the document to be filed. Both parties agree that each signature merely signifies that the teacher has read the document to be filed. Signature does not indicate agreement with the document's contents.

In the event a teacher refuses to sign a document when requested to do so, a certification that the document has been seen by the teacher will be prepared and signed by the Superintendent or the principal requesting placement of the document in the teacher's file.

Each teacher has the exclusive right to attach written comments to any document placed in his/her personnel file.

10.3 File Inspection.

Upon request, teachers will have the right to inspect all documents in their complete personnel file kept in the District office, and to obtain a copy of any document(s) contained therein at District expense. Each teacher will be provided with a private space to the extent available in the District office for review of his/her file. The teacher or the Superintendent may request others to be present at this review.

Upon request by the employee, the District shall prepare an inventory sheet to verify the contents at the time it is inspected by the employee.

10.4 Removal of Documents from Personnel Files.

With the exception of evaluation reports, all derogatory information and information forming the basis for any reprimand, warning, discipline, or adverse effect will be removed from the personnel file after three years from the date of entry. However, if other such instances occur during the three year period, this timeline will begin from the latest such entry. Removal must be teacher initiated.

Article XI - Working Conditions and Requirements

11.1 Facilities.

Each classroom will have a serviceable desk, chair, and filing cabinet, teacher computer, standard classroom tech setup (current standard includes projector, elmo, etc.) and space to store instructional materials and supplies for use by the teacher(s) in that classroom. An annual assessment of technology needs will be conducted by the district to determine how technology is being utilized. Building facilities for use by teachers will include a work area containing equipment and supplies to aid instructional preparation; a faculty room equipped with a telephone; and private dining facilities. In cases where space limitations exist, the latter three areas may be combined.

The District will make a good faith effort to provide well-lighted and clean faculty restrooms, separate from student restrooms, subject to building limitations, and to provide a safe working environment to minimize danger to the health, safety, and well-being of teachers.

In order to permit freedom of access both during and after school hours, all teachers will be given keys to their classrooms, faculty lounge, work areas containing equipment and supplies, and the outside door of their assigned school. Such keys will be inventoried and reissued during the regular checkout at the end of the school calendar year. The keys must remain under the personal control of the teacher. Replacement for broken, or ineffective keys or electronic key FOBs will be provided by the district at no charge.

11.1.1 Indoor Air Quality.

If in the opinion of any unit member a condition exists that may create an unsafe environment for unit members and students, the unit member shall notify the building maintenance supervisor of the concern. The maintenance supervisor shall notify the building administrator and the CEA President who shall, as a committee, review the concerns of the unit member and make an appropriate recommendation to the superintendent.

11.1.2 Health and Safety Inspections

If during annual health or safety inspections, unhealthy or unsafe conditions are found to exist in any classroom, the Maintenance Supervisor will notify the Building Administrator, the CEA President and the teacher of the classroom in writing, along with a copy of the inspection report. All parties will work collaboratively to resolve the unhealthy or unsafe conditions. If such unhealthy or unsafe conditions are found to be the responsibility of the teacher, the teacher will have eight (8) working days to correct the unhealthy or unsafe condition(s). The teacher may request assistance from District personnel. Examples of unhealthy or unsafe conditions are: improper storage of combustibles and/or chemicals, items blocking access to electrical panels, proper egress, unsafe storage practices.

11.2 Instructional Materials.

The District will provide necessary instructional materials. Any teacher discerning a need for additional materials will meet with the school principal to discuss the need and to develop a request for those materials. Teachers who have their requests denied will receive a written justification for the denial within five (5) days.

41 Teachers will be permitted reasonable discretion in selection of supplemental and temporary
42 supplemental materials to the extent consistent with Board policy/procedure 2020/2020P. Staff will
43 rely on reason and professional judgment in the selection of high-quality supplemental materials
44 that align to state learning standards and are appropriate for the instructional program and
45 developmental level and interests of their students.

46 Classroom and program budgets will be made available for the upcoming school year by August 1.

47 **11.3 Work Day.**

48 The regular work day for teachers will be seven and one-half (7.5) hours including a thirty (30)
49 minute duty-free lunch period. The thirty (30) minutes before and after the student day are to be
50 available for consultation with parent, students and colleagues. However, with principal approval,
51 activities requiring supervision of students may commence immediately after student dismissal.

52 In addition to the regular work days, teachers will participate in:

- 53 • one evening meeting per year, to be determined by the administration, and scheduled at the
54 beginning of the school year;
- 55 • one evening 6-12 grade activity per year (in lieu of equal time of faculty meetings);
- 56 • two evening parent conferences. Parent conferences will be scheduled by the District. Teachers
57 will be released from work during the same work week as the scheduled conferences. Such
58 release will be on an hour-for-hour basis with time scheduled for conferences;
- 59 • faculty meetings to be scheduled for a total of 180 minutes per month. With building
60 representative approval, the building principal may call a 30 minute faculty meeting in a week
61 when no other faculty meeting is scheduled, to discuss a significant educational issue.

62 **Early Release**

63 The parties recognize the need to structure time in a manner that supports high quality teaching.
64 This time should include professional development that is purposeful, relevant and aligned;
65 maximizing instructional/student contact time; and protecting individual, collaborative, and family
66 engagement time.

67 In years when early release days are scheduled in the calendar, the district will schedule a weekly
68 early release of students of no less than one hour for the purposes of staff professional development.
69 Early release meetings at secondary level may begin forty-five (45) minutes after student release and
70 will not last longer than the end of the regularly scheduled work day, unless extended using staff
71 meeting time as provided in Section 11.3. Thirty (30) minutes of this forty-five (45) minutes after
72 student release may be used to meet weekly planning requirements.

73 At elementary, early release activities will begin fifteen (15) minutes after student release.

74 A schedule for the use of early release time will be made available to teachers prior to the start of
75 each academic quarter. Any changes to the schedule must be approved by both the District and the
76 Association. Early release days must be scheduled as follows:

- 77 • At least one (1) early release day per month will be designated for Professional Learning
78 Communities (PLCs) to meet

- 79 • Two early release days (which may include early release days outside of regular early release
80 Wednesdays) will be allocated for teachers to prepare report cards. These days should be
81 scheduled just before the end of each semester.
- 82 • The remaining early release days will be available for District-directed activities. The District
83 will collaborate with the Association on these activities, which will be aligned with the strategic
84 plan.

85 **Use of PLC Time**

86 Time scheduled on the work year calendar for PLCs shall be used for activities consistent with the
87 school improvement plan and that focuses on cycles of inquiry for improvement of student outcomes
88 (i.e. the “four questions.”) This time may also be used for meetings of job-alike groups (e.g., teachers
89 of art, music, physical education, technology) who have requested opportunities for specialized
90 professional development, program development, vertical alignment, curriculum adoption and
91 implementation.

92 **Role of Administrator in PLCs**

93 Administrators will respect individual employee professional judgment by not scheduling unrelated
94 meetings or activities during this designated time.

95 Administrators may participate in any PLC as a member of the team and provide input,
96 recommendations, or guidance to ensure effective use of teacher-led PLC time.

97 **Administrators may expect employees to share how PLC time will be used. Teams will**
98 **keep agendas and notes of their activities, which will be kept in a shared area accessible**
99 **to building administrators.11.4 Work Year.**

100 Prior to District adoption of the work year calendar the Association shall have the right and
101 opportunity to provide input regarding such. Input shall include Association representation on any
102 District committee formed to discuss and/or make recommendations relative to the work year and
103 the right to participate in any vote by the committee on the issue. If no such committee meets, the
104 District agrees to meet with the Association in accordance with Washington State law.

105 Prior to a dissolution, suspension, or disempowerment of a committee (other than conclusion of the
106 committee’s work), alternatives to said actions will be identified and discussed. In the event that
107 continuation is not deemed necessary or possible, committee work will be preserved and brought
108 to a conclusion where practical.

109 The regular work year for all teachers will be 180 days, except that the work year for leave
110 replacement teachers may be less than 180 days. Teachers may leave school at the end of the school
111 year upon satisfactory completion of formal checkout procedures.

112 **11.4.1 Contract Year.**

113 The 180-day contract year will consist of the 180 school days recommended by the calendar
114 committee and approved by the school board.

115 **11.4.2 Additional Paid Days**

116 The Coupeville School District and the Coupeville Education Association agree and affirm the
117 following beliefs:

- 118 a) The success of the District is dependent upon hiring and retaining the highest quality certificated
119 staff.
- 120 b) Providing a quality education for students requires from certificated staff a commitment to the
121 profession beyond the basic contract, normal workday hours, and school year.
- 122 c) State law allows additional compensation for additional time, additional responsibilities, or
123 incentives
- 124 d) The additional commitment required of the Coupeville certificated staff cannot be accurately
125 measured in hours or days.
- 126 e) The time necessary to fulfill any one certificated staff member's responsibilities will vary from
127 that of another, as determined by the individual's own professional judgment.

128 A professionally responsible level of service can be in the following areas, which are beyond the
129 basic contract:

- 130 I. Preparation of the classroom or workspace before, after, and during the
131 school year for quality instruction or support of instruction;
- 132 II. Building activities outside the workday, such as fall and spring open houses,
133 curriculum nights, parent education nights, school award nights and other
134 school and community functions and concerts;
- 135 III. Self-reflection, goal setting, and related professional growth activities such as
136 workshops, classes, conferences, seminars or research projects;
- 137 IV. Grade level, department, and faculty meetings;
- 138 V. Fulfillment of basic contract expectations that may fall outside the regular
139 workday such as planning of instruction and curriculum, the evaluation of
140 student work, the preparation of student assessments, the preparation of
141 summative progress and grade reports for timely distribution, IEP and Section
142 504 meetings, and communicating with parents and students.
- 143 VI. The teacher may attend extracurricular activities at no cost to the teacher as
144 part of their compensation for extra days.

145 For the reasons stated above, the District will provide, in addition to the regular work year of
146 180 days, additional paid days, which are mandatory workdays and for which paid leave is not
147 available, as follows:

- 148 • four additional days will be used for before the start of school with three (3) days for
149 mandatory in-service activities, with a minimum of half to be dedicated to teacher-organized
150 and directed professional learning that meet the definition of "professional learning" in RCW
151 28A.415.432, and one (1) will be a teacher-directed flex day. The district will communicate
152 what 3 days certificated staff are expected to return in the coming school year by the end of
153 the current school year.
- 154 • An additional day will be scheduled immediately following the last day of school, with up
155 to two (2) hours to be available for building meetings.

156 • An additional teacher-directed day, not incumbent upon attendance will be added for a total
157 of six (6) additional paid days.

158 • While working additional paid days, teacher attendance will be taken except where
159 referenced above; teachers who are absent on these additional paid days will be noted
160 absent and docked pay.

161 **11.5 Preparation Time.**

162 The District will provide each secondary classroom teacher with two-hundred and seventy-five
163 minutes per week of professional planning time, exclusive of time dedicated to Professional Learning
164 Communities. Secondary teachers will receive two half days of preparation time for the purpose of
165 report card preparation.

166 The District will provide each elementary teacher with two-hundred seventy-five (275) minutes per
167 week of professional planning time exclusive of time dedicated to Professional Learning
168 Communities. Insofar as is possible, instruction taught by specialists, such as physical education,
169 library, music, and art, will be scheduled to connect with recess. Fifteen-minute recesses will not be
170 included in planning time. Certificated staff will not be expected to supervise recess. Elementary
171 teachers will receive two half days of preparation time for the purpose of report card preparation.
172 Elementary teacher progress reporting will occur four (4) times per year. The second and fourth (end
173 of term) progress reports will be comprehensive with goals and standards. The first and third
174 (midterm) reports will be a summary of progress based on learning standards, but do not require
175 comments or supplemental communication.

176 Teachers employed less than 1.0 FTE will receive planning time pro-rated to one full-time teacher.

177 Specialists will receive equitable planning time commensurate with grade level planning time.

178 Preparation time is to be used prudently by the teacher for such things as: preparation for instruction;
179 conferences with parents, teachers, and administrators on instructional matters; and special
180 assistance to teachers.

181 In recognition of the additional paperwork and workload demands placed on each special education
182 certificated staff, the following time will be provided to complete evaluations/IEPs, conduct student
183 assessments, collaborate with other teachers related to evaluations/IEPs and/or to complete other
184 work associated with managing his/her workload:

185 A. Nine (9) release days to be scheduled collaboratively with the building principal prior to
186 the beginning of the school year.

187 B. Special education teachers shall receive a stipend equal to three (3) additional per diem
188 days for IEP writing and maintenance, to be paid in twelve (12) monthly installments, in
189 the same manner as the Professional Responsibility Stipend.

190 C. Special education teachers will be allowed up to two (2) days release time for academic
191 testing, if needed.

192 D. Psychologist shall receive a stipend equal to ten (10) additional per diem days and the
193 possibility of five (5) additional days as needed with approval from supervisor and/or
194 Special Education Director for evaluation, report writing, meetings, Child Find, to be paid

195 in twelve (12) monthly installments, in the same manner as the Professional Responsibly
196 Stipend.

197 E. CTE teachers shall receive a stipend equal to three (3) additional per diem days prorated
198 by the number of CTE classes taught, to be paid in twelve (12) monthly installments.

199 Up to ten (10) additional days may be offered as needed and with approval from the CTE
200 Director to be paid by timesheet as worked.

201 Any teacher that must administer the WA Kids assessment will be provided an annual stipend of
202 \$1,000.00. Kindergarten SSIDs will be updated by August 15th of each year. Kindergarten students
203 enrolled after August 15th will be given priority of assignment of SSIDs.

204 **11.6 Student Discipline.**

205 The exercise of student discipline by teachers, administrators, and the Board of Directors will
206 conform to federal and state law, appropriate provisions of the Washington Administrative Code,
207 and Board policy.

208 **11.6.1 General Discipline Provisions.**

209 The CEA and the District recognize that they share joint responsibility for the maintenance of control
210 and discipline in the schools. In accordance with RCW 28A.150.240, RCW 28A.600.020 and other
211 applicable provisions of state law, certificated staff shall have the right and the responsibility to
212 maintain good order and discipline in the classroom and on school premises at all times. Staff will
213 provide appropriate instruction to students on classroom behavior expectations as a part of their
214 regular instructional duties.

215 Pursuant to RCW 28A.600.020, it is recognized that in the adoption of rules regarding student
216 discipline, the highest consideration was given by the Office of the Superintendent of Public
217 Instruction to the judgment of qualified certificated educators regarding conditions necessary to
218 maintain an optimum learning atmosphere. The administration and the board shall support and
219 uphold certificated staff in their use of disciplinary measures and their efforts to maintain and provide
220 for an optimum learning environment, provided the staff member acts within the limits of building
221 procedures, district policies, and the law.

222 The District's failure to adhere to the provisions of this article will not, of itself, serve to excuse a
223 teacher's unsatisfactory performance in the handling of student discipline, but is subject to the
224 Grievance Procedure.

225 **11.6.2 Responsible Administrator.**

226 Each building shall have an administrator responsible for discipline support. In the buildings in
227 which a principal and/or assistant principal is assigned, the principal or assistant principal shall be
228 responsible for discipline support; in situations in which there is not a principal assigned, the
229 superintendent shall designate an administrator in charge of discipline support and shall notify the
230 certificated staff within such buildings of the person so designated.

231 **11.6.3 Building-Based Discipline Meetings.**

232 At least twice a year (fall and spring), the principal and the certificated employees in each school
233 building shall meet and confer for the purpose of developing, renewing, or both, written building
234 discipline systems and procedures. These meetings shall at a minimum include the following:

235 1. Fall Meeting: Prior to October 31 of each year, principals will hold a meeting to review the
236 school's discipline plan and provide this plan in writing to certificated staff and other relevant
237 stakeholders. Such meetings will include distribution of written materials that at a minimum include
238 copies or links to RCW 28A.600.020 and WAC 392-400 (including procedures and standards for
239 removal of disruptive students from the classroom), and RCW 28A.600.485 (regarding restraint and
240 isolation of students). This information provided at this meeting will include the following:

241 a. The removing certificated staff member, except in emergency situations, must first attempt one
242 or more alternative forms of corrective action prior to the removal of the student.

243 b. Provide for early involvement of parent or guardian to attempt to improve the student's
244 behavior.

245 c. An excluded student may be excluded from class for all or any portion of the balance of the
246 day or until the certificated staff and the principal or designee have conferred, whichever occurs
247 first.

248 d. The area(s) designated in each building to where excluded students will be removed and
249 supervised.

250 e. A plan for ensuring that suspended or otherwise excluded students will be given assignments
251 and homework for the time they miss from class.

252 f. Information concerning where and when appropriate physical force can and should be used.

253 g. The importance for ensuring suspension and expulsion are proportionate between the various
254 demographic categories in the district.

255 2. Spring Meeting: There shall be at least one meeting to discuss discipline for the next school year,
256 and it shall involve school administration, certificated staff, classified staff and any other relevant
257 stakeholders. This required meeting shall be held prior to May 30th of each year. Any discussions
258 and meetings concerning discipline will be held in such a manner as to maximize the process
259 transparency, collegiality and educational excellence. During and/or prior to such meetings, the
260 principal will actively seek the opinions of certificated staff members concerning school-wide
261 systems of discipline.

262 **11.6.4 Information on Suspensions or Expulsions.**

263 If a student has been issued an out of school suspension or expulsion, information will be provided
264 to the student's teachers regarding the nature of the disciplinary action and any interventions or
265 behavior plan that the staff member is expected to assist with implementing.

266 **11.6.5 Employee concerns.**

267 Employees having concerns about general or specific student discipline issues, may request a
268 meeting with the appropriate administrator or designee. If such a meeting is requested, it will occur
269 in a timely manner and at a mutually agreeable time.

270 **11.6.6 Threats against Employees.**

271 The district shall adhere to board policy and state law as it relates to violence or threats of violence
272 against employees.

273 **11.6.7 Development of Disciplinary Guidance.**

274 The district shall implement the following documents by November 30, 2024:

275 a. A District-Level Discipline Matrix, modeled after WSSDA’s Form 3241F, meant to identify the
276 range of potential responses behavioral violations and the severity level based on conditions,
277 limitations and interventions by tiers, including but not limited to best practices; whether
278 classroom exclusion, in-school suspension, short or out-of-school suspension is an appropriate
279 response for the violation; and the appropriate school referral(s) and protocol(s).

280 b. A District-Level Continuum of Discipline Responses meant to outline the type of violation level
281 and specific, enumerated responses associated with each level, both from teacher and
282 administrator.

283 c. A District-Level emergency response plan outlining communication protocols in the event of a
284 threat to school safety.

285 **11.6.8 CSD/CEA Discipline Team.**

286 The District and Association agree that teacher and administrator input are valuable, and that the
287 District will establish a CSD/CEA Discipline Team to discuss issues and trends related to discipline;
288 to review, monitor, and potentially modify the documents referenced in Section 11.6.7, above;
289 and/or to develop additional tools and strategies for use at the building level. The team will meet
290 monthly during 2024-2025. The meeting schedule in future years will be determined by consensus
291 of the team. For 2024-2025 participation on the team is on a volunteer basis. This structure may
292 also be reviewed by both parties for the 2025-2026 school year.

293 The team will be comprised of at least the following: one elementary administrator, one MSHS
294 administrator, and one district administrator, and one member of CEA leadership. The Association
295 in collaboration with the District will appoint the following to be included on the team, subject to
296 availability: one TK-2 teacher, one 3-5 teacher, two MS teachers, two HS teachers, one counselor,
297 one psychologist, one or two special education teacher(s).

298 **11.6.9 Discipline-Related Communications.**

299 During 2024-2025, the District will pilot the use of a district-wide communications tool to track and
300 communicate student discipline data.

301 In the interest of consistency, the District and Association also agree to provide staff with the most
302 recent version of OSPI’s publication, “Discipline Rules and Questions & Answers – A Technical

303 Guide," or such other more updated guidance document as may become available from OSPI. In
304 the event that new rules related to student discipline are adopted by the state that are not captured
305 in an updated version of the above-referenced guidance document from OSPI, the District and
306 Association agree to meet to determine how to disseminate new information.

307 **11.7 School Activity Fund.**

308 In addition to other funds budgeted for each school, the District will provide a school activity fund
309 in the amount of \$8,000 annually. These funds shall be divided among the three schools for the
310 purpose of funding activities that shall be jointly developed by the building principal and the
311 building staff and that clearly support the district Continuous Improvement Plan and the building
312 School Improvement Plan. An accounting of fund expenditures will be made to the District. Purchase
313 orders and payment orders will be signed by the principal and the CEA President(s) will be notified
314 of the usage. Any activity funds not used during a school year will be carried over to the following
315 school year.

316 This provision will be evaluated at the conclusion of each school year during the duration of this
317 contract by the Superintendent, building administrators, and the CEA for the purpose of reviewing
318 the Activity Fund amount.

319 **11.8 Safe Working Conditions.**

320 Teachers will not be required to work under unsafe or hazardous conditions or to perform tasks that
321 endanger their health, safety, or well-being. Teachers believing that a condition is unsafe or
322 hazardous must notify the school principal or his/her designee in writing stating his/her concerns.
323 The school principal or designee will respond to such notification within three working days.
324 Teachers have a responsibility to avoid actions which endanger themselves or any other person or
325 which create a hazardous condition for other District employees or students.

326 The district will provide the annual district adopted crisis response and de-escalation training to all
327 certificated staff.

328 CTE programs are structured so that supervision, safety and the number of training stations determine
329 the maximum number of students per classroom.

330 Teachers are encouraged to seek all protections they have under the law. The appropriate
331 administrator will attend court in support of teachers seeking a protective order against a person
332 who has threatened them during the performance of their duties. Teachers will be provided time off
333 without loss of pay when appearing in a court proceeding relating to an action involving the teacher,
334 which occurred as a result of and within the scope of the teacher's employment.

335 Teachers have the right to request the presence of a District administrator during a conference with
336 an individual.

337 Teachers have the right to have a District administrator remove or restrict an individual from the
338 teacher's classroom if the individual is verbally or physically abusive.

339 The school principal or designee will immediately notify the appropriate law enforcement agency
340 of incidents of verbal or physical assault upon a teacher.

341 **11.9 Effective of Double Levy Failure**

342 The District and Association acknowledge that financial aspects of this Agreement are based on
343 known or anticipated revenue. In the event of a double levy failure, the District and Association
344 shall meet and confer, share and discuss the cause of the significant change, and as appropriate,
345 bargain changes to the Agreement.

346 In the event that there is a loss of compensation as a result of a double levy failure, any monies that
347 were reduced shall be fully restored following the next passage of the District maintenance and
348 operations levy.

349 **11.10 Clock Hours**

350 The district will provide clock hours for all qualifying activities as per OSPI guidelines.

351 **11.11 Substitution Choice**

352 With absences greater than two (2) days teachers will work with administration to secure a mutually
353 agreed upon substitute.

354 **11.12 Special Education Services**

355 The provisions of this section apply to students from a specialized program accessing general
356 education. When an IEP calls for inclusion of a student who is receiving special education services
357 in the general education setting, the case manager and general education teacher(s) shall
358 communicate regarding the IEP for each student including where applicable:

359 1. The general education classroom schedule to determine the time(s) when the student will be
360 included, in accordance with the student’s IEP.

361 2. Identifying responsible staff for delivering each student’s specific academic, social, emotional,
362 and/or behavioral needs. The classroom teacher shall be provided a copy of the IEP goals (“At-
363 a-glance”) and, upon request, a copy of the IEP in its entirety. All documents will be kept in a
364 secure and private location by the classroom teacher.

365 3. Necessary accommodations and modifications to help the student succeed, including any
366 necessary staff supports.

367 4. Relevant Behavior Intervention Plans (BIPs), Functional Behavior Assessments (FBAs), and
368 Emergency Response Plans (ERPs). Upon request, the classroom teacher will receive copies of
369 any relevant documents, which will be kept in a secure and private location.

370 5. Activities and materials that the student can access for academic, behavioral, and/or sensory
371 needs, including who is responsible for providing and/or creating the materials.

372 6. A communication plan as to which special education staff members the classroom teacher
373 should contact for questions and support if it is needed, and how to contact them.

374 7. The case manager and the general education teacher shall promptly communicate as soon as
375 possible after the placement is made.

376 Any concerns regarding the implementation of this section will be resolved through collaborative
377 problem-solving, starting with a discussion between the impacted staff, and not through the
378 grievance procedure.
379

Article XII - Academic Freedom

12.1 Academic Freedom Will Be Guaranteed.

Teachers will be guaranteed professional freedom in classroom presentations and discussions and may allow discussion on political, religious, or otherwise controversial material provided this is done on an informative basis only and is reasonably within the course content as contained in the District's adopted learning goals and objectives.

When such an issue is discussed, it is the responsibility of the teacher to ensure that all sides of the issue are equally discussed. Teachers will not become advocates of a particular point of view on controversial issues in classroom situations. Students will have the opportunity to find, collect, and assemble factual material on the subject; to interpret the data without prejudice, to reconsider assumptions and claims, and to reach their own conclusions.

Teachers may exercise professional judgment (i.e., expertise, insight and creativity) in determining when and how to adapt or modify lessons to meet the diverse needs of students to achieve unit and lesson objectives within established curriculum. This section in no way negates the principal's responsibility to evaluate effective instruction.

Teachers must obtain the school principal's approval for all outside speakers prior to allowing the speaker to make a presentation in the classroom.

Teachers who operate within these regulations shall have the full support of the Board and the administration.

12.2 Monitoring.

No mechanical or electronic device will be utilized in any classroom or elsewhere or brought in on a temporary basis which would allow a person to be able to listen to or to record the procedures in any class without the prior knowledge and consent of the teacher involved.

Recordings created in the service of teacher professional development for the purposes of individual professional growth will remain the sole property of the teacher and may not be shared with the public without the permission of said teacher. Recordings are restricted from commercial use.

Article XIII - Class Size

13.1 Class Size.

The District and the CEA agree that large class size constitutes an additional responsibility and workload for the teacher and may adversely impact the effectiveness of instruction. Therefore, the District will make every effort to have individual class sizes reflect current available funding levels.

If in the opinion of any unit member the size of her/his class may jeopardize the health and safety of the students, the building administrator shall be notified in writing and possible adjustments reviewed by the CEA President, the unit member, the administrator and the counselor within five (5) days.

13.2 Assignment of Entering Students.

The District will attempt to equalize class sizes for the same subject and/or grade level by assigning entering students to classes with the lowest calculated class size. This assignment will be made by the principal or counselor, or in their absence by the Superintendent or his/her designee.

Normally, students new to the school system shall be permitted to enter class the day following their registration. In the event that a parent or guardian requests attendance the same day, the next day practice can be waived. The teacher will be informed of the student's needs and accommodations as soon as the District receives information regarding the student.

13.3 Class Size Relief.

The following student-teacher ratios are provided as guidelines to assist teachers, counselors, administrators, and the Board in providing compensation or remedies for differences in class sizes:

Developmental Preschool.....	(10) per session (AM/PM) (caseload 28)
Transition to Kindergarten (TK)	eighteen (18)
Kindergarten (K).....	twenty-two (22)
First Grade (1).....	twenty-three (23)
Second Grade (2).....	twenty-four (24)
Third Grade (3).....	twenty-five (25)
Grades 4 – 5	twenty-six (26)
Grades 6 – 12.....	Thirty (30)*
Grades 6 –12	180 students in class load
Weight Room	twenty-five (25)
General PE	thirty (33)

*(does not apply to teachers of choral, band or orchestra classes)

● Overload procedure: Prior to any class exceeding class size, the building principal and the affected teacher shall meet in a good faith effort to resolve the class overload. The overload plan will include at least one of the following:

○ A stipend to the affected teacher as follows:

▪ For K-5th grade classes - \$16.00 per student per day enrolled

- 38 ▪ For 6th – 12th grade classes - \$4.00 per student per class period per day
39 enrolled
- 40 ○ Hiring an additional teacher
41 ○ Creating split classes
42 ○ Transfer of student(s)
43 ○ Or mutually agreed upon solution

44 When a single class has more than seven (7) special education and/or non-English speaking
45 English language learning students, a paraeducator or a stipend of \$600 will be provided
46 depending on the needs of the class as mutually agreed upon by the teacher and building
47 principal.

48 It is understood that, in the event calculated class sizes or loads drop below the levels indicated
49 in this paragraph, support may be withdrawn or reassigned.

50 Students in split classes (defined and limited below) will not be counted in the computing of
51 calculated class size.

52 Letters expressing concern about class size will be submitted to the principal who will attempt to
53 resolve the problems with the teacher(s) concerned, within the limits of the principal's authority. If
54 the principal is unable to resolve the problems within five (5) working days, they will be advanced
55 to the Superintendent. If still unresolved within ten (10) working days, they will be advanced to the
56 Board of Directors at the next regularly scheduled Board meeting. The Board will direct the
57 Superintendent to make a recommendation to it for the resolution of the problem. In doing so, the
58 Superintendent will consult with the principal and teacher(s) involved. The effects of mainstreaming
59 and of special education, and non-English speaking students will be factors. The decision of the
60 Board will be final.

61 At the District's option, additional teachers may be hired to achieve reduced calculated class size
62 in impacted classes, grades, or subjects. Split classes may also be created in grades K-5 to reduce
63 calculated class size. Split classes are defined as classes having two consecutive grade levels only.
64 They may under no circumstances exceed a calculated class size of twenty-two (22) students.

65 **13.4 Workloads.**

66 The District will make every reasonable effort to limit class preparations for teachers in grades 6-12
67 to no more than four (4) for each teacher. Teachers who exceed four (4) class preparations shall be
68 compensated at \$500 per additional class preparation per semester.

69 The workload among comparable positions will be equalized, and balance will also be maintained
70 among all K-12 positions whenever possible.

71 **13.5 Caseloads.**

72 Special Education Certificated staff shall have a student caseload of no more than:

- 73 ● 1,000 general education students for Psychologist
74 ● 45 students (for 1.0 FTE) for the Speech and Language Pathologist (SLP)
75 ● 33 students (for 1.0 FTE) for Physical or Occupational Therapist (PT, OT)

- 76 ● 28 students for elementary resource
- 77 ● 30 students for secondary school resource
- 78 ● 28 students for elementary centered special education
- 79 ● 30 students for secondary centered special education
- 80 ● 10 students (hardcap) for behavior classrooms

81 Students who require additional medically invasive services (such as tube feeding) and those who
 82 receive functional/pre academics and/or safety net IEPs that require additional workload, shall count
 83 as equivalent to the needs of two students, as agreed upon by case manager and Special Education
 84 Director. This is due to additional paperwork, meetings, and/or services needed by the student.

85 **Overload options:** When an overload occurs, the affected employee, the Special Services Director
 86 and/or the building Principal will meet to discuss the following:

- 87 ● **Stipends:**
 - 88 ○ School Psychologist: \$200 monthly stipend per 100 students in excess of
 - 89 maximum
 - 90 ○ Special Education resource teacher: \$10.00 per student over caseload per
 - 91 day enrolled
 - 92 ○ Life skills, preschool, behavior and self-contained Special Education teacher:
 - 93 \$16.00 per student over caseload per day enrolled
 - 94 ○ Specialist: \$4.00 per student over caseload per day enrolled
- 95 ● **Increase FTE:** For Specialists that are less than 1.0 FTE, if the caseload persists for two
- 96 consecutive months, specialist will be increased proportionally up to 1.0 FTE
- 97 ● Hiring additional teachers and/or specialist
- 98 ● Additional para educator/SLPA/COTA/PTA time

99 Where reductions have been made in the contracted time for specialists (OT, PT, SLP), caseloads
 100 will be reduced commensurate with said reductions.

101 **13.6 Change to Student Assignment.**

102 If an enrolled student has a schedule or classroom change, teachers will be notified via email of this
 103 change by no later than start of contract time the day of the change.

104

Article XIV - Assignments, Transfers, and Vacancies

14.1 Teaching Assignments.

An assignment is defined as the academic subject or combination of subject areas in which an employee teaches or performs and/or the grade level or combination of grade levels in which an employee teaches or performs. An assignment filled by a reassignment is not considered a vacancy.

As soon as possible, and in any event prior to the close of the regular school year, the principal will distribute to each classroom teacher in the school a tentative teaching assignment for the following school year. Effort will be made to assign teachers to their subject area(s) of competence and to the most appropriate grade level based upon their most recent evaluations by the principal.

Any cost of training incurred when a teacher is assigned outside of his/her endorsed area will be at the expense of the District.

Any changes to the tentative teaching assignment will be accomplished following a conference, with the affected teacher. The conference is not to be held before or during the student school day. Factors influencing such changes include:

- inadequate sign-up of students to justify the class;
- educational program needs; or
- financial limitations.

A reassignment is defined as a change in a teacher's assignment within a school.

In the event that a teacher's assignment is changed after August 1st, the affected teacher will be paid at least one (1) day at their per diem rate, with additional days as needed at the Superintendent's discretion.

In the event that a teacher's location is changed at any time, the affected teacher will be paid at least one (1) day at their per diem rate with additional days as needed at the Superintendent's discretion.

Moving Assistance: The District will provide assistance, including but not limited to assisting with the moving of boxes, furniture and other materials or classroom items as needed.

14.2 Voluntary Transfers or Reassignment.

A transfer is defined as a change of assignment from one school or program to another. A voluntary transfer is defined as a teacher-requested transfer.

Any teacher who desires reassignment to a different subject or grade level within their assigned school must notify the principal in writing by April 1 of the year prior to the desired change. The principal will determine whether the request for reassignment can be granted, and will notify the teacher as soon as possible regarding the determination.

Any teacher who desires to transfer to a grade level in a different school must notify the principals and the Superintendent in writing no later than April 1 of the year prior to the desired change. The administrators will determine whether the request for transfer can be granted, and will notify the teacher as soon as possible regarding the determination.

37 If a teacher's request for a voluntary transfer or reassignment has been denied, he/she will, upon
38 request, receive a written explanation of the reasons therefore from the Superintendent or his/her
39 designee.

40 **14.3 Involuntary Transfers.**

41 An involuntary transfer shall mean a transfer that a teacher has not requested.

42 An involuntary transfer will be made only in case of an emergency, or to prevent undue disruption
43 of the instructional program, or to promote the best interest of the educational programs and services.
44 The superintendent or designee shall notify the affected teacher and the Association of the reasons
45 for such transfer.

46 When a teacher is involuntarily transferred, he/she will have the opportunity to make known to the
47 appropriate administrators his/her wishes regarding a new assignment.

48 Notice of involuntary transfer will be given to the teacher as soon as possible. No involuntary
49 transfers shall be made if there is a qualified volunteer available to fill said position. The District
50 shall make every effort to solicit volunteers before assigning a teacher to a position against his/her
51 will.

52 An involuntary transfer will be made only after a meeting between the teacher and the administrator,
53 at which time he/she will be notified of the reason for the transfer. Criteria such as seniority,
54 certification, competency and experience will be considered. Teachers being involuntarily
55 transferred will be informed of appropriate vacancies known at the time the transfer decision is being
56 made. Teachers will be able to indicate their preference of assignment. If possible, the teacher being
57 involuntarily transferred will visit the new assignment prior to transfer.

58 Involuntarily transferred teachers shall receive the equivalent of two (2) paid per diem days to
59 prepare for the new assignment, provided the involuntary transfer moves the teacher to a different
60 school, a different department, or with an elementary grade level change of three (3) or more grade
61 levels.

62 **14.4 Filling Vacancies.**

63 A vacancy shall be defined as a situation where a vacant position was previously held by an
64 employee or when a new position covered by this Article is newly created.

65 During the school year, notices of all vacant teaching positions will be posted in each faculty room
66 at least two weeks prior to filling the position. During the summer, the District will post all vacant
67 positions in a designated location in the District office, and send notices of vacant positions to all
68 teachers at their district email address. Each notice must identify the qualifications for the position
69 and the procedures for application.

70 Vacancies must be posted internally for a minimum of five (5) business days. Prior to the
71 consideration of external candidates, the internal candidates will be considered as finalists, vetted,
72 interviewed and notified of the decision to fill the vacancy.

73 The Superintendent will select from the applicants for any vacant position the person most qualified
74 to fill the position. Upon request, teachers will be given a letter of explanation for selections made
75 by the Superintendent.

76

Article XV - Reduction in Force

15.1 Determination of Educational Programs and Services.

Educational programs and services for the District will be determined by the Board after receiving the recommendations of the Superintendent. In making recommendations for programs and services to be retained, the Superintendent will solicit and refer to the Board the considered professional judgment of the CEA.

15.2 Determination of Teachers.

If the Board of Directors adopts a reduced educational program by reason of financial necessity, including, but not limited to levy failure or decreased state support, the teachers who will be retained to implement the District's reduced or modified program and the teachers who will be non-renewed or adversely affected in contract status will be identified by using the following criteria and procedures.

15.2.1 Prior to the implementation of a reduced or modified program, the Superintendent shall:

- By December 1 of each school year: Compile and distribute to all teachers and to the Association the teacher seniority list. Seniority will be based on:
 - the number of years of experience in a certificated position in the State of Washington, then
 - the number of years of experience in a certificated position in the Coupeville School District (calculation for years of experience will be based on annual FTE), then
 - the number of credits beyond a BA (as earned by October 1st and recorded by October 31st of the current year).

No contract days beyond the normal contract year will be computed. Additional teacher qualifications shall also be listed, including degrees, ESA certifications, endorsements, majors for those with K-12 General Education certificates, as well as their current employment assignment. It shall be the responsibility of each teacher to verify his/her seniority ranking and to promptly report any dispute thereof in writing to the District and the Association. Each teacher who, within fifteen (15) days after posting, fails to notify the District and the Association that a dispute exists regarding his/her seniority ranking as posted, shall be presumed to have concurred with the seniority rankings ascribed to such teacher on the posted list.

- By February 1: Compile and distribute to all teachers and the Association the final seniority list, ranking from greatest to least seniority.
- By May 1: Make an initial determination of probable cause under Washington State statute, or other applicable statutes, and tentatively identify the names of any teachers to be terminated under the District's reduced program and services; and provide the seniority list including and identifying those teachers whose contracts will tentatively be non-renewed for the ensuing school year on the basis of seniority as described in Paragraph 15.2.1 hereof, which shall be furnished to the Association and all affected teachers.

37 Any teacher on the list may, in writing, within five (5) working days of receipt of the list, file with
38 the Superintendent his or her objection to the ranking order and may request consideration for
39 modification of the same provided such individual includes in his/her written request a full
40 statement as to the facts in support of his/her contention that the list be modified. If the
41 Superintendent rejects the individual's request for modification of the list, the Superintendent
42 shall so notify such individual and the Association within five (5) working days following receipt
43 of the teacher's request.

44 Any further appeal of placement shall be pursuant to the grievance procedure of this Agreement.
45 The parties recognize that the dates in this paragraph represent desirable guidelines, but may,
46 because of unforeseen circumstances, be extended by mutual agreement.

47 • By May 15: Determine and recommend to the Board the number of teachers required to
48 implement the district's reduced educational program and/or services.

49 • By May 15: Ascertain to the extent possible the number of certificated positions which will be
50 available the following year by reason of normal attrition (e.g., retirement, resignations, etc.) or
51 by reason of leaves of absence under Section VI, in order to minimize the necessity for the
52 termination of teachers.

53 • By May 15: Make any necessary subsequent determination(s) of probable cause under
54 Washington State statute or other applicable statutes; identify the names of any teachers to be
55 terminated under the District's reduced program and services; establish and provide a list of said
56 teachers to the Association; and provide appropriate notification to teachers so affected in
57 accordance with law. If the omnibus appropriations act has not passed the legislature by the end
58 of the regular legislative session for that year, this deadline may be extended to June 15 in
59 accordance with RCW 28A.405.220 and RCW 28A.405.210.

60 **15.2.2** To ensure that the teachers recommended for retention are qualified to implement the
61 education program determined by the Board, all teachers must possess valid Washington State
62 teaching certificates and qualifications required by state and federal law.

63 **15.2.3** Selection for retention shall be based upon the seniority list as defined in para-
64 graph 15.2.1. In the event that ties still exist, the teachers to be retained shall be determined by
65 drawing lots among the teachers that tie. Said drawing shall be scheduled at a time and place
66 mutually acceptable to the Association and the District and shall be conducted by a mutually
67 acceptable third party. Teachers involved shall be notified in writing of the time and place of the
68 drawing at least forty-eight (48) hours prior to the time of the drawing.

69 **15.2.4** Any teacher receiving written notice of contract non-renewal pursuant to the provisions of
70 this section shall be placed in an employment pool for possible re-employment until August 31 of
71 the second (2nd) year following the implementation of the reduced program. To remain on the recall
72 list for the second year the teacher must notify the district and the association by April 1st of that
73 year. Employment pool teachers will be given the opportunity to fill open positions within the
74 categories for which they are qualified under Paragraph 15.2.2. If more than one such teacher is
75 qualified for an open position, the criteria set forth in Paragraph 15.2.3 shall be applied to determine
76 who shall be offered the position.

77 When a vacancy occurs for which a teacher in the employment pool qualifies, notifications from
78 the school district to such individual will be by certified or registered mail sent to such teacher's last

79 known address, or personal contact by the Superintendent or his designees. The teacher must keep
80 the District informed of his/her current home address. The teacher will have ten (10) calendar days
81 from date of mailing of the letter or from the date of personal contact to accept the position,
82 whichever event shall occur first.

83 If an individual in the employment pool fails to accept a position for which he/she is eligible pursuant
84 to this section, such individual will be dropped from the employment pool.

85 **15. 3 Recall Procedure**

86 In the event programs are restored, or positions are available, the Board shall first recall all qualified
87 teachers who have been placed in the employment pool before the Board employs or assigns any
88 additional personnel to fill vacancies. Teachers on layoff shall first be recalled by seniority for
89 positions for which they are qualified. Teachers who were previously assigned to part-time positions
90 shall be recalled to part-time positions provided that no part-time teacher with less seniority shall
91 be recalled to any part-time teaching position unless such a position has been declined by all
92 teachers (full- and part-time) with greater seniority.

93

Article XVI - Grievances

16.1 Introduction.

Class A Grievance: Class A grievances are those grievances arising between the District and teachers covered by this Agreement, or between the District and the CEA, with respect to matters dealing with the interpretation or application of the express provisions of this Agreement and will be resolved in strict compliance with this Article.

Class B Grievance: Class B grievances are those grievances claimed by a teacher or the CEA alleging unfair or inequitable treatment affecting a teacher or group of teachers; such a grievance will be resolved in compliance with this Article and terminating after Step 3. At any point during the grievance procedure, the grievant may file a written notice to the Superintendent terminating his/her grievance.

“Days” will mean weekdays, excepting Saturdays, Sundays, and holidays.

In keeping with the Coupeville School District Operating Principles, prior to the grievance process the teacher must meet with his/her immediate supervisor to discuss the concern. If the issue/concern is not resolved, the teacher may move to Step 1 of the grievance process.

Any grievances by the CEA concerning the interpretation of this Agreement will begin with Step 2 by filing with the superintendent.

16.2 Step 1.

The grievance process will begin if the teacher is not satisfied with the outcome of an informal meeting, as mentioned above. The teacher may elect to have a CEA representative present during this process. The teacher will present a written statement, including the following information (Appendix D may be used), to his/her immediate supervisor:

- the facts on which the grievance is based,
- a reference to the specific provisions in this agreement which have been allegedly violated, and
- the remedy sought.

Within 10 days, the supervisor will provide the teacher with a written response to the grievance.

16.3 Step 2.

If the grievance is not resolved to the teacher’s satisfaction, the teacher may continue the process by providing a written statement to the superintendent within 15 days of the supervisor’s written response. The teacher will present a written statement including the following information (Appendix D may be used):

- the facts on which the grievance is based;
- a reference to the specific provisions in this Agreement, which have been allegedly violated;
- the remedy sought.

The superintendent will have 15 days to provide a written response to the teacher.

36 **16.4 Step 3 (Class B Grievances Only).**

37 If a Class B grievance is not resolved to the teacher's satisfaction within the specified timeline, the
38 teacher may continue the process by providing a written statement to the president of the Board of
39 Directors within 15 days of the superintendent's written response. The teacher's written statement
40 will include the following information (Appendix D may be used):

- 41 • the facts on which the grievance is based;
- 42 • a reference to the specific provisions in this Agreement, which have been allegedly violated;
- 43 • the remedy sought.

44 The Board of Directors will have 15 days to schedule and hold a hearing on the matter. The board
45 will have 15 days following the hearing to rule on the Class B grievance and to provide the board's
46 written ruling. The written ruling will be furnished to the grievant, the CEA president(s), and the
47 superintendent.

48 **16.5 Step 4 (Class A Grievances Only).**

49 If no settlement is reached in step 2 within the specified time for a Class A grievance, the CEA may
50 elect to move the matter to an arbitrator, within 20 days of the written response of the superintendent
51 The process to move to arbitration is as follows:

- 52 • The issue must involve the interpretation or meaning of the express provisions of this Agreement.
- 53 • When a timely request has been made for arbitration, the parties will attempt to select an
54 impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an
55 arbiter within thirty (30) days after submission of the written request for arbitration, the provisions
56 of the following paragraph will apply to the selection of an arbiter.
- 57 • In the event an arbiter is not agreed upon as provided in the preceding paragraph, the parties
58 will jointly request the American Arbitration Association to submit a panel of seven arbiters.
59 Such request will state the issue of the case and ask that the nominees be qualified to handle the
60 type of case involved. When notification of the names of the seven arbiters is received, the
61 parties in turn will have the right to strike a name from the panel until only one name remains.
62 The remaining person will be the arbiter. The right to strike the first name from the panel will be
63 determined by lot.
- 64 • Arbitration proceedings will be as follows:
 - 65 a. The arbiter will hear and accept pertinent evidence submitted by both parties and will be
66 empowered to request such data as the arbiter deems pertinent to the grievance and will render
67 a decision in writing to both parties within thirty (30) days (unless mutually extended) of the
68 completion of the closure of the record.
 - 69 b. The arbiter will be authorized to rule and issue a decision in writing on the issue presented for
70 arbitration which decision will be final and binding on both parties.
 - 71 c. The arbiter will rule only on the basis of information presented in the hearing and will refuse to
72 receive any information after the hearing except when there is mutual agreement, in the presence
73 of both parties.
 - 74 d. Each party to the proceedings may call witnesses as may be necessary in the order in which their
75 testimony is to be heard. Such testimony will be limited to the matters set forth in the written
76 statement of grievance. The arguments of the parties may be supported by oral comment and

77 rebuttal. Either or both parties may submit written briefs within a time period mutually agreed
78 upon. Such arguments of the parties, whether oral or written, will be confined to and directed
79 at the matters set forth in the grievance.

80 e. Each party will pay any compensation and expenses relating to its own witnesses or
81 representatives.

82 f. The CEA or the District, whichever is ruled against by the arbiter, will pay the compensation of
83 the arbiter including necessary expenses.

84 g. The total cost of the stenographic record (if requested) will be paid by the party requesting it. If
85 the other party also requests a copy, the parties then will equally share the costs of the record.

86 • All decisions arrived at under the provisions of this Article by the representatives of the District
87 and the CEA, or the arbiter, will be final and binding upon both parties, provided, however, in
88 arriving at such decisions neither of the parties nor the arbiter will have the authority to alter this
89 Agreement in whole or in part.

90 It is understood that all timelines in this section are considered maximums. The District and the CEA
91 agree to resolve grievances as quickly as possible.

92 **16.6 Administration.**

93 The signing of any grievance by any teacher or representative of either the District or the CEA will
94 not be construed by either party as a concession or agreement that the grievance constitutes an
95 arbitrable issue or is properly subject to the grievance machinery under the terms of this Article.

96 No reprisals, restraints, interference, or discrimination of any kind will be taken by the Board or by
97 any member of the Administration against any party in interest, any representative, any member of
98 the CEA or any other participant in the grievance procedure by reason of such participation.

99 Meetings and/or hearings relating to a grievance at Step 3 or Step 4 will be closed if requested by
100 either party.

101 Every effort will be made by all parties to avoid interruption of classroom activities and to avoid
102 involvement of students in the grievance proceedings. All parties will attempt to process the
103 grievance after the normal school work day or at other times which do not interfere with assigned
104 duties.

105 All original documents, communications, and records of a grievance will be kept in a separate
106 grievance file by the Superintendent. Such material will be made available to the aggrieved, or the
107 CEA, the Superintendent, and the Board upon their request at appropriate levels of this procedure.

108 Notwithstanding the above provisions, disputes relating to statutory adverse affect, non-renewals,
109 discharge, and the merits of evaluations, will not be subject to the provisions of this article.

110

Article XVII – Performance Evaluation

17.1 Purposes of Evaluation.

The purposes of this performance evaluation process shall be:

1. To improve the educational program by improving the quality of instructional and support services;
2. To recognize areas of strength and to assist the professional employee in identifying areas of performance that need improvement and to promote professional growth.

17.2 Applicability and Implementation.

The performance evaluation shall apply to “classroom teachers” and does not include ESAs (i.e. nurses, SLPs, OTs, PTs, psychologists), counselors, secondary library media specialists, teachers of English Language Learners, Detention Center teachers, TOSAs and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students.

Those bargaining unit members who do not meet this definition will remain under the current evaluations system until a fair and position appropriate evaluation process is developed by stakeholders in a collaborative process as per the MOU 2021-01. In the event that there is a question about the applicability of the performance evaluation system as it applies to a member or category of members, the question can be brought for discussion by either party for review and agreement.

By state law all classroom teachers must be evaluated on the Comprehensive Evaluation Option no less than once every four years. The District will work to establish the four-year evaluation cycle for all classroom teachers so as to mitigate the workload for all employees associated with the implementation of the performance evaluation system.

17.3 Definitions.

Instructional Framework shall mean the Marzano “Framework for Teaching” as expressed through the state-adopted rubrics.

Annual goal-setting conference shall mean the annual meeting in which the evaluator and employee meet to discuss the Professional Reflection and Goal Setting Form (Form #1).

Certificated Performance Criteria shall mean the criteria (teaching responsibilities) used to measure the performance of the employee. These criteria are defined by the state as:

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

- 40 8. Exhibiting collaborative and collegial practices focused on improving instructional
41 practices and student learning.
42

43 *Criteria Components*, or simply *Components*, shall mean the elements which comprise each of the
44 criteria as adopted by the state and defined by the Marzano Framework.
45

46 *Performance Ratings* shall mean the descriptors which define the summative ratings. They shall be:
47 Distinguished (4), Proficient (3), Basic (2), and Unsatisfactory (1). When applying the performance
48 ratings all classroom teachers are assumed to be Proficient (3) and evidence is used to confirm or
49 modify this performance rating.
50

51 *Evidence* shall mean examples or observable practices of the teacher's ability and skill in relation to
52 the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or
53 National Boards portfolio but rather is a sampling of data to inform the decision about level of
54 performance. Evidence collection should be gathered from the normal course of employment and
55 not represent additional workload created solely for the purpose of the performance evaluation.
56 Examples of evidence include but are not limited to observed practice (observations), conversations,
57 products (artifacts), or results of the teacher's work that demonstrates knowledge and skills of the
58 educator with respect to the state criteria and the instructional framework.
59

60 *Evaluator* shall mean the certificated supervisory employee assigned by the District to evaluate the
61 employee. The Superintendent shall determine who the evaluator of each employee shall be by the
62 start of school. The evaluator may request additional assessments by other supervisory employees.
63

64 *Formal Observation* shall mean a scheduled, pre-arranged observation lasting at least thirty (30)
65 minutes.
66

67 *Informal Observation* shall mean a drop-in observation, with no written response expected unless
68 the uniqueness of the observation suggests it or the evaluator observes something that may be a
69 performance issue.
70

71 *Observation Cycle* shall mean a pre-conference, observation, and a post-conference.
72

73 *Performance Evaluation* shall mean the entire process of establishing goals, monitoring performance,
74 and providing an annual evaluation report. Coupeville School District has two TPEP processes:
75 Comprehensive and Focused.
76

77 *Professional Reflection and Goal Setting Form (Form #1)* shall mean the form the employee
78 completes and brings to the annual goal-setting conference.
79

80 *Provisional Employee*, as provided by RCW 28A.405.220, shall mean an employee who is in their
81 first three years of teaching in the Coupeville School District and is subject to nonrenewal of
82 employment for said three years. The District superintendent may make a determination to remove
83 an employee from provisional status if the employee has received a summative rating of Level 3-
84 Proficient or Level 4-Distinguished during the second year of employment by the District. An
85 employee who has completed at least 2 years of certificated employment in another school district
86 in the state of Washington is also defined as a Provisional Employee and is subject to nonrenewal
87 in their first year of employment with the Coupeville School District.

88
89 *Comprehensive Evaluation Report (Form #2)* shall mean the report prepared at least annually which
90 indicates the degree to which the employee has met the Certificated Performance Criteria.

91
92 *Focused Evaluation Report (Form #3)* shall mean the report which indicates the degree to which an
93 employee has been deemed Proficient or Distinguished (Exemplary) in meeting the selected found
94 criteria.

95 **17.4 Comprehensive Evaluation**

96 **17.4.1 Philosophy**

97 Comprehensive Evaluation is the Coupeville School District's primary evaluative process. Using
98 the instructional criteria as indicated on the **Professional Reflection and Goal Setting Form**
99 **(Form 1)**, the employee and evaluator will identify strengths and areas for professional
100 improvement.

101 **17.4.2 Employee Responsibilities**

- 102 1. The employee shall complete the **Professional Reflection and Goal Setting Form (Form 1)**
103 **in conjunction with the Marzano Rubric.**
- 104 2. The employee and administrator shall meet and discuss the completed Form.
- 105 3. In setting goals for criteria 3, 6, and 8, the employee shall set the goals, the growth and the
106 measurement in collaboration with colleagues and with supervision from his/her evaluator.
- 107 4. The employee will sign a copy of the **Comprehensive Evaluation Report. (Form #2)**

108 **17.4.3 Evaluator Responsibilities**

- 109 1. The evaluator shall schedule an annual goal-setting conference to meet and discuss the
110 employee's Professional Reflection and Goal Setting Form. (Form #1)
- 111 2. The evaluator shall schedule a minimum of two (2) Observation Cycles with all employees
112 assigned to the Comprehensive Evaluation Process and three (3) Observation Cycles for
113 provisional employees.
- 114 3. The evaluator shall complete a post-conference within five (5) work days of each
115 observation.
- 116 4. The evaluator shall complete the **Observation Report Forms (Form# 5)** within eight (8)
117 work days following each observation.
- 118 5. No later than May 15th, the evaluator will complete the **Comprehensive Evaluation Report**
119 **(Form #2).**

120 **17.4.4 Summative Performance Rating**

121 The summative performance evaluation assumes that the Proficient (3) performance evaluation
122 rating is a professional standard of excellence. Classroom teachers are assumed to be Proficient

123 (3) and evidence is collected in the normal course of professional practice to confirm or modify
124 this performance evaluation rating.

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

- 128 8-14—Unsatisfactory (1)
- 129 15-21—Basic (2) (Emerging)
- 130 22-28—Proficient (3)
- 131 29-32—Distinguished (4) (Exemplary)

132 Criterion-level scores shall be determined based upon a preponderance of evidence of each of
133 the components which comprise the criterion. This evidence will include the growth of the
134 classroom teacher over time and the conditions of the classroom teacher’s work assignment. In
135 the event that the preponderance of evidence leads to an evaluative determination that is evenly
136 split between two criterion scores or the evidence is ambiguous, the higher of the two criterion
137 scores shall be given and used in the summative performance rating.

138 2. Student Growth Criterion Score

139 Embedded in the instructional framework are five (5) components designated by state law as
140 student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG
141 6.1, SG 6.2, and SG 8.1. As defined by state law each classroom teacher shall have one student
142 growth goal for criteria components 3.1 and 3.2 and one student growth goal for criteria
143 components 6.1 and 6.2. Evaluators add up the raw score on these components and the
144 employee is given a score of low, average or high based on the scores below:

- 145 5-12—Low
- 146 13-17—Average
- 147 18-20—High

148
149 Student growth data will be taken from multiple sources, and must be appropriate and relevant
150 to the teacher’s assignment. It will include teacher initiated formal and informal assessments of
151 student progress. Student achievement that does not show growth between two points in time in
152 the current school year shall not be used as evidence in determining a teacher’s student growth
153 criterion score.

154 If a teacher receives an Unsatisfactory(1) or Basic(2) summative performance rating and a High
155 student growth rating, the evaluator’s supervisor must review the evaluation and may result in a
156 higher summative performance rating.

157
158 If a teacher receives a Distinguished (Exemplary) (4) summative performance rating and a Low
159 student growth rating, they must be automatically moved to the Proficient (3) level for their
160 summative score.

161
162 A teacher who receives a Low rating on the student growth score or an Unsatisfactory (1) on any
163 of the five (5) rubric rows designated by state law as student growth components (WAC 392-
164 191A-080) will enter the student growth inquiry plan. The teacher and evaluator will mutually
165 agree to engage in one of the following:

- 166 1. Examine student growth data in conjunction with other evidence including observation, and
167 student evidence and additional levels of student growth based on classroom, school,
168 District and state-based tools;
- 169 2. Examine extenuating circumstances possibly including: goal setting process/expectations,
170 student attendance, and curriculum/assessment alignment;
- 171 3. Schedule monthly conferences with evaluator to discuss/revise goals, progress toward
172 meeting goals, and best practices;
- 173 4. Create and implement a professional development plan to address student growth areas.

174

175 **17.5 Support for Basic and Unsatisfactory**

- 176 1. The Association will be notified immediately when any classroom teacher receives an overall
177 summative rating of less than Proficient (3).
- 178 2. When a classroom teacher's overall performance is evaluated as below Proficient (3), additional
179 support shall be granted to the employee to support their professional development. These
180 supports include but are not limited to:
- 181 a. Class size will not exceed limits established in the Collective Bargaining Agreement.
- 182 b. Leave to observe a colleague's instruction with guidance provided by administration.
- 183 3. In such cases that a teacher on a comprehensive evaluation with five (5) or more years of
184 experience receives a summative evaluation score below Proficient (3), the teacher must be
185 formally observed before October 15th following year. If the first Formal Observation in that
186 following year results in ongoing and specific performance concerns, a structured support plan
187 will be completed prior to completion of the comprehensive evaluation.

188 4. Support Plan

189 a. Specifying Deficiencies/Support Plan

- 190 i. The evaluator shall meet with the employee and communicate verbally and in writing a
191 support plan. The support plan will:
- 192 1. Identify specific areas of deficiency(ies) within identified criteria;
- 193 2. Actions to remediate such deficiency(ies); and
- 194 3. Means by which the evaluator can provide assistance.
195 (The District will pay for any required training.)
- 196 ii. The Association President shall be notified when an employee has been given a
197 support plan.

198 The employee shall have at least thirty (30) working days to remediate the area(s) of
199 deficiency(ies). At the employee's request the Association President or designee shall

200 accompany the employee at any conference held to address the employee’s progress with his/her
201 support plan.

202 **b. When Remediation Program is Required**

203 No employee shall be placed on probation unless a support plan has been given to the employee
204 in the current school year or the prior school year and at least thirty (30) working days were
205 provided after the employee’s receipt of the support plan to remediate the area(s) of
206 deficiency(ies).

207 **17.6 Focused Evaluation.**

208 **17.6.1 Philosophy**

209 In the years when a comprehensive summative evaluation is not required, classroom teachers
210 who received a comprehensive summative evaluation performance rating of Proficient (3) or
211 above in the previous school year are required to complete a focused evaluation. A focused
212 evaluation includes an assessment of one of the eight criteria selected for a performance rating.
213 Classroom teachers must return to the Comprehensive Evaluation once every six (6) years.
214

215 The following categories of classroom teachers shall receive an annual comprehensive
216 summative evaluation and are not eligible for the Focused Evaluation:

- 217 1. Classroom teachers who are provisional employees under RCW 28A.405.220;
- 218 2. Any classroom teacher who received a comprehensive summative evaluation performance
219 rating of level 1 or level 2 in the previous school year.

220 **17.6.2 Employee Responsibilities**

- 221 1. Prior to the annual goal setting conference described in Section 17.04 below, the employee
222 shall:
 - 223 a. Complete the Professional **Reflection and Goal Setting Form. (Form #1)**
 - 224 b. Selection of the area of focus and setting the student growth goal(s) is the responsibility of
225 the employee, with supervision from his/her evaluator.
- 226 2. After the Professional Planning Conference, the employee is responsible for working to meet
227 his/her goals per the Reflection and Goal Setting Form. (Form #1).
- 228 3. The employee will sign a copy of the **Focused Evaluation Report (Form #4)**.

229 **17.6.3 Evaluator Responsibilities**

- 230 1. The Focused Planning Conference will occur no later than forty-five (45) school days after
231 the beginning of the school year.
- 232 2. The evaluator will observe a minimum of twice during the school year. The evaluator shall
233 complete a modified form of the observation cycle with reasonable intervals of time for the
234 pre-conference and post-conference. The pre-conference shall be no less than prior
235 notification and clarification about the focus of the observation. The post-conference shall
236 be no less than an opportunity to provide feedback about the focus of the observation. When

237 the observation occurred in a group setting the reasonable interval of time is recognized to
238 be more flexible.

239 3. The evaluator will offer input and assistance, and may provide guidance and coaching to
240 the employee.

241 4. No later than five (5) days before the end of the school year, the employee and the evaluation
242 administrator will meet to discuss the Focused Evaluation Form (Form 4).

243 6. The evaluator may move the employee from the Focused Evaluation to the Comprehensive
244 Evaluation process, provided that the decision is made and communicated to the employee
245 in writing, including the reason for the decision, no later than December 15.

246 7. An employee may request to move from the Focused Evaluation to the Comprehensive
247 Evaluation process, provided that the decision is communicated to the evaluator in writing
248 no later than December 15.

249 **17.6.4 Focused Performance Rating**

250 1. A classroom teacher shall receive a Focused Performance Rating of either Proficient (3) or
251 Distinguished (Exemplary) (4) based upon the preponderance of the evidence as it relates to
252 the selected criterion. By definition the Focused Performance Rating is an evaluative
253 statement about the classroom teacher's Comprehensive Evaluation performance based
254 upon the pre-determined evidence that the classroom teacher has already been deemed
255 Proficient or Distinguished (Exemplary). A classroom teacher on the Focused Evaluation will
256 not be deemed less than Proficient (3).

257 **17.7 Performance Evaluation – General Provisions.**

258 **17.7.1 Orientation to Evaluation System**

259 1. Prior to being evaluated, each classroom teacher shall receive adequate professional
260 development to comprehend the instructional framework and the evaluative rubric and
261 process. The amount and substance of said professional development shall be mutually
262 determined by the Association and the District.

263 2. Prior to the beginning of the evaluation process, a building level group meeting with the
264 evaluator and the employees will take place to explain the procedure to be used in the
265 evaluation process. An explanation shall be given on the procedure to be used in the Districts
266 two evaluation processes: Comprehensive and Focused.

267 3. Observations, evidence, and evaluations shall be based on the criteria and indicators
268 outlined in this Article. The teacher may provide additional evidence to aid in the assessment
269 of the teacher's performance evaluation as it relates to the instructional framework rubric,
270 especially for those criteria not observed in the classroom. The evidence provided by the
271 teacher shall be incorporated and be used in the determination of the summative
272 performance rating.

273 **17.7.2 Multiple Roles or Locations**

- 274 1. Certificated employees who work as a classroom teacher and in an instructional support role
275 will be evaluated in each position. Certificated employees working in the same capacity in
276 more than one building shall not undergo more than one evaluation process. That
277 evaluation process will include input from all supervisors of the employee.

278 **17.7.3 Confidentiality of Performance Evaluations**

- 279 1. The performance evaluation ratings are confidential. Evaluative performance ratings shall
280 only be shared in anonymous and aggregated form and will not be shared or published with
281 any personally identifying information. The Association will be notified when evaluative
282 performance ratings are published or shared.

283 **17.7.4 Observations**

- 284 1. All classroom teachers and certificated support personnel shall be observed at least
285 twice. Total observation time shall not be less than sixty (60) minutes for employees on the
286 Comprehensive Evaluation. An employee in the third year of provisional status shall be
287 observed at least three (3) times and the total observation time shall not be less than ninety
288 (90) minutes.

- 289 2. An individual pre-observation conference shall be held for each employee on the
290 Comprehensive Evaluation before each formal observation. The purpose of this pre-
291 observation conference is to identify and discuss the purpose of the observation and to
292 discuss such matters as the professional activities to be observed, their content, objectives,
293 strategies, and as they pertain to the State's eight (8) criteria. The Pre & Post Observation
294 Conference Preparation Form (Form 4) may be used to guide this conversation.

- 295 3. A post-observation conference between the employee and the evaluator will be held within
296 five (5) of the employee's working days.

- 297 4. The supervisor will document all formal observations. Following the post-conference, a
298 written summary of the observation and conference will be provided to the employee within
299 three (3) working days, using the Observation Report Form (Form #5). The employee shall
300 have the right to affix a written statement to any such summaries. These summaries shall
301 serve as worksheets for the subsequent completion of the Comprehensive Evaluation Form
302 (Form #3).

- 303 5. Observations will not take place on half days, late start days, the day before winter or spring
304 break, unless otherwise agreed to by the employee.

- 305 6. In the event of an emergency or other conflict which prevents an evaluator from following
306 through with a scheduled observation, the evaluator shall note in writing missed or canceled
307 observations, if any. Missed or canceled observations on the part of the evaluator shall have
308 no bearing on the evaluation of the classroom teacher.

- 309 7. Observations in addition to the two (2) required prearranged observations may be held at
310 any time during the performance of assigned duties. Such additional observations may be
311 conducted at the discretion of the evaluator or may be arranged by mutual agreement. Such

312 additional observations must be documented using the Observation Report Form. If there is
313 an area of concern based upon any such observation, the employee shall be notified in
314 writing.

315 8. All observations shall be conducted openly without the use of electronic devices to listen to
316 or record the procedures of any class without the prior knowledge and consent of the
317 teacher.

318 **17.7.5 Timeline**

319 1. The evaluation process must be completed for all employees no later than five (5) days prior
320 to the last day of the school year. Comprehensive evaluations must be completed no later
321 than May 15th. The employee will sign a copy of the evaluation. This signature
322 acknowledges only that the employee has received the evaluation report and has had its
323 content explained by the evaluator. The employee may affix written comments to the final
324 report at his/her discretion.

325 2. When a time limit contained in this Article ends on a non-contract day, the time limit shall
326 be extended to the next contract day.

327 4. New employees shall be observed at least once for a total observation time of 30 minutes
328 during the first ninety calendar days of their employment period.

329 5. For classroom teachers on the Comprehensive Evaluation and not on probation, there shall
330 be no less than 10 working days between any two-observation cycles for any single
331 classroom teacher by a single evaluator, unless agreed to by the classroom teacher.

332 5. For a classroom teacher on probation, every effort shall be made on the part of the evaluator
333 to space the observation cycles at intervals that allow for the classroom teacher to
334 demonstrate growth.

335 **17.7.6 Alternate Evaluator**

336 1. Upon request, a classroom teacher may be assigned an alternative evaluator. Requests must
337 be submitted in writing by October 1.

338

339 **17.8 Probation.**

340 1. Non-provisional classroom teachers shall be notified of probationary status. Probationary status
341 shall last sixty (60) school days and shall commence no earlier than October 15. No employee
342 shall be notified of probationary status unless a minimum of three (3) observation cycles have
343 been completed identifying areas of unsatisfactory performance.

344 2. A classroom teacher's work is not judged satisfactory, and therefore may be placed on probation,
345 when the overall comprehensive performance rating is:

346 a. One (1) Unsatisfactory; or when

347 b. A classroom teacher with a continuing contract under RCW 28A.405.210 with more than
348 five (5) years of teaching experience whose summative performance rating is below three (3)

349 Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3)
350 year time period.

351 c. Teachers on continuing contracts who have been assigned to teach outside of their
352 endorsements shall not be subject to nonrenewal or probation based on evaluations of their
353 teaching effectiveness in the out-of-endorsement assignments.

354 3. The probationary teacher may request that an additional certificated evaluator become part of
355 the probationary process and the request shall be granted. This evaluator will be jointly selected
356 by the District and the Association from within the District or from a list of evaluation specialists
357 compiled by the ESD.

358 4. The Association shall have the right to bring in an outside expert observer during a period of
359 probation. The Association shall provide prior notification to the District about the intent to bring
360 in an outside expert observer, the name of the observer, and the dates and times of intended
361 observations. The District has the prerogative to request an alternate observer and the
362 Association shall consider the District's request. This shall occur at no expense to the District
363 and shall report solely to the Association.

364 5. Employees whose contracts are not to be renewed shall be served with notice of probable cause
365 of non-renewal as required by law.

366 6. A request for hearing must be filed with the President or Secretary of the Board of Directors
367 within ten (10) days of receipt of a notice of probable cause for nonrenewal of contract.

368 **17.9 Grievance.**

369 Only the evaluation procedure outlined in this Article shall be subject to the grievance procedure
370 contained in Article 16.

371

1 **Article XVIII - Administration of Salary Schedule**

2 **18.1 Certificated Salary Schedule.**

3 The salary schedules for 2024-25 are attached as Appendix A which includes the 3.7% State Cost
4 of Living Adjustment per Article 4.8.

5 **18.2 Compliance with Salary Limitations.**

6 The intent of this clause will be construed to ensure that the District and the CEA agree that the
7 salary allocation granted will be in strict conformity with the legislative requirements, thereby
8 avoiding any penalty to the District, while providing the negotiated salary improvement to the
9 certificated staff. In the event the District is found to be out of compliance, the District and the CEA
10 will negotiate how best to bring the District into compliance. If the negotiated increases in this
11 Agreement result in the maximum salaries on the salary schedule exceeding the maximum
12 certificated salaries set forth in RCW 28A.405.200 in any year of this Agreement, impacted
13 employees will be offered a supplemental contract to cover the difference between the negotiated
14 salary and the statutory limit. Such contracts shall be in recognition of self-directed enrichment
15 activities engaged in by such employees, including but not limited to professional learning as
16 defined by RCW 28A.415.430 beyond that allocated pursuant to RCW 28A.150.415. This
17 Agreement will be reopened upon request of either party to negotiate impacts in the event the state
18 asserts that any of the salary or supplemental contracts in this Agreement are contrary to law.

19
20

Article XIX - District / CEA Communication

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19.1 Purpose.

In an effort to maintain open communication, and in a spirit of cooperation, the District and the CEA president agree to meet informally at least once each month to discuss issues that are of concern to either party.

19.2 Procedure.

Determinations will be made during the school year by the CEA president and the Superintendent whether issues are building or District related. All building issues must have been discussed at the building level and remain unresolved before being discussed at the Article XIX level. Unresolved building issues will be addressed in a monthly meeting with the following persons in attendance: the CEA president, vice president, secretary, treasurer, the building representatives from each building, and the Superintendent.

Issues related to the District will be discussed between the CEA president and the Superintendent, who will determine the method or procedure to be used to address each issue.

1 **Article XX - Duration of Agreement**

2 **20.1 Term of Agreement**

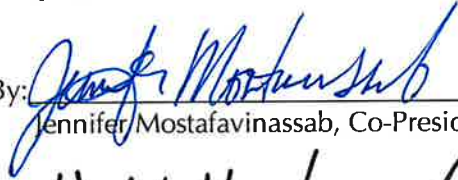
3 This entire agreement becomes effective September 1, 2024 and will remain in effect until
4 August 31, 2025.

5 **20.2 Revisions to Agreement**

6 The District and the CEA may enter into discussions regarding revisions to this agreement at any
7 time during its term. Discussions may occur within Article XIX meetings, or in meetings mutually
8 convened by the parties.

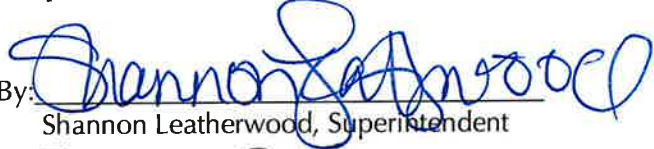
9 The District and the CEA agree that revisions to the salary schedules resulting from state-funded
10 increases in salaries or benefits will be passed through under the terms of this agreement.


Coupeville Education Association

By: 
Jennifer Mostafavinassab, Co-President

By: 
Katja Willeford, Co-President

Coupeville School District #204

By: 
Shannon Leatherwood, Superintendent

By: 
Morgan White,
President of the Board of Directors

Appendix A – Certificated Salary Schedules

Certificated Base Salary Schedule for 2024-25

Step	BA+0	BA+45	BA+90	MA+0, V+135	MA+45	MA+90, PhD
1	66,037	69,999	74,199	78,651	83,370	88,373
2	68,042	72,125	76,453	81,040	85,903	91,056
3	70,108	74,316	78,775	83,501	88,511	93,822
4	72,238	76,572	81,167	86,037	91,200	96,671
5	74,433	78,898	83,632	88,650	93,969	99,607
6	76,693	81,294	86,172	91,342	96,823	102,632
7	79,022	83,763	88,789	94,117	99,763	105,749
8	81,421	86,307	91,485	96,974	102,793	108,961
9	83,895	88,928	94,264	99,919	105,914	112,269
10	86,442	91,629	97,126	102,954	109,131	115,679
11	89,067	94,411	100,077	106,081	112,446	119,193
12	91,772	97,279	103,116	109,303	115,861	122,812
13	94,560	100,233	106,209	112,622	119,380	126,542
14	97,431	103,277	109,474	116,042	123,005	130,385

Appendix B – Additional Days

Certificated Six (6) Additional Days Schedule for 2024-25

Step	BA+0	BA+45	BA+90	MA+0, V+135	MA+45	MA+90, PhD
1	2,201	2,333	2,473	2,622	2,779	2,946
2	2,268	2,404	2,548	2,701	2,863	3,035
3	2,337	2,477	2,626	2,783	2,950	3,127
4	2,408	2,552	2,706	2,868	3,040	3,222
5	2,481	2,630	2,788	2,955	3,132	3,320
6	2,556	2,710	2,872	3,045	3,227	3,421
7	2,634	2,792	2,960	3,137	3,325	3,525
8	2,714	2,877	3,050	3,232	3,426	3,632
9	2,797	2,964	3,142	3,331	3,530	3,742
10	2,881	3,054	3,238	3,432	3,638	3,856
11	2,969	3,147	3,336	3,536	3,748	3,973
12	3,059	3,243	3,437	3,643	3,862	4,094
13	3,152	3,341	3,540	3,754	3,979	4,218
14	3,248	3,443	3,649	3,868	4,100	4,346

Appendix C – Evaluation Forms

Coupeville School District

Form I - Professional Reflection and Goal Setting Form: Classroom Teacher

Use the Marzano "Framework for Teaching" as expressed through the state adopted rubrics to complete the following professional reflection tool.
Use this tool to identify strengths and areas of improvement as a guide toward developing goals for the coming school year.

Upon review of this reflection tool, complete the appropriate Goal Setting Form below.

WA State Criterion	Optional Notes:	Rating:
#1: Centering instruction on high expectations for student achievement. 1.1 Providing clear learning goals and scales (rubrics) 1.2 Celebrating success 1.3 Understanding students' interests and backgrounds 1.4 Demonstrating value and respect for typically underserved students		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory
#2: Demonstrating effective teaching practices. 2.1 Interacting with new knowledge 2.2 Organizing students to practice and deepen knowledge 2.3 Organizing students for cognitively complex tasks 2.4 Asking questions of typically underserved students 2.5 Probing incorrect answers with typically underserved students 2.6 Noticing when students are not engaged 2.7 Using and applying academic vocabulary 2.8 Evaluating effectiveness of individual lessons and units		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory
#3: Recognizing individual student learning needs and developing strategies to address those needs. 3.1 Effective scaffolding of information within a lesson 3.2 Planning and preparing of the needs of all students SG 3.1 Establish student growth goal(s) SG 3.2 Achievement of student growth goal(s)		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory
#4: Providing clear and intentional focus on subject matter content and curriculum. 4.1 Attention to established content standards 4.2 Use of available resources and technology		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory
#5: Fostering and managing a safe, positive learning environment. 5.1 Organizing the physical layout of the classroom 5.2 Reviewing expectations to rules and procedures 5.3 Demonstrating "with-it-ness" 5.4 Applying consequences for lack of adherence to rules and procedures 5.5 Acknowledging adherence to rules and procedures 5.6 Displaying objectivity and control		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory
#6: Using multiple student data elements to modify instruction and improve student learning. 6.1 Designing instruction aligned to assessment 6.2 Using multiple data elements 6.3 Tracking student progress SG 6.1 Establish student growth goal(s) SG 6.2 Achievement of student growth goal(s)		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory

<p>#7: Communicating and collaborating with parents and the school community.</p> <p>7.1 Promoting positive interactions about students and parents – courses, programs, and school events</p> <p>7.2 Promoting positive interactions about students and parents – timeliness and professionalism</p>		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory
<p>#8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</p> <p>8.1 Seeking mentorship for areas of need or interest</p> <p>8.2 Promoting positive interactions with colleagues</p> <p>8.3 Participating in district and school initiatives</p> <p>8.4 Monitoring progress relative to the professional growth and development plan</p> <p>SG 8.1 Establish team student growth goal(s)</p>		<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory

Optional Professional Reflection Summary Notes:

Teacher Name: _____

Provisional Employee

Comprehensive Goal Setting Form

Evaluated on *all* 8 Washington State Criteria plus Growth Criterion 3, 6, and 8.

Student Growth Goal Statement: SG 8.1 (PLC?)

Student Growth Goal Statement: SG 3.1 (Whole Class)

Student Growth Goal Statement: SG 6.1 (Targeted Group)

Teacher Name: _____

Focused Goal Setting Form

Evaluated on ONE Washington State Criterion plus ONE Growth Criterion.

If Criterion 3, 6, or 8 is selected, use the accompanying Growth Criterion.

If Criterion 1,2,4,5, or 7 is selected, use the Growth Criterion from 3 or 6.

Criterion for Evaluation: _____

Student Growth Goal Statement: **SG 3.1 (Whole Class) or SG 6.1 (Targeted Group) or SG 8.1 (PLC?)**

Coupeville School District

Form II - COMPREHENSIVE EVALUATION REPORT: Classroom Teacher

Annual Evaluation
 90-day Evaluation
 Provisional Employee

Teacher Name: _____ Current Position _____

Evaluator: _____ Building: _____ Date(s): _____

WA State Criterion	Rating:	Comments:
#1: Centering instruction on high expectations for student achievement.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	1.1 1.2 1.3 1.4
#2: Demonstrating effective teaching practices.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	2.1 2.2 2.3 2.4 2.5 2.6 2.7 2.8
#3: Recognizing individual student learning needs and developing strategies to address those needs.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	3.1 3.2
#4: Providing clear and intentional focus on subject matter content and curriculum.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	4.1 4.2
#5: Fostering and managing a safe, positive learning environment.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	5.1 5.2 5.3 5.4 5.5 5.6
#6: Using multiple student data elements to modify instruction and improve student learning.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	6.1 6.2 6.3
#7: Communicating and collaborating with parents and the school community.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	7.1 7.2
#8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	<input type="checkbox"/> Distinguished (4) <input type="checkbox"/> Proficient (3) <input type="checkbox"/> Basic (2) <input type="checkbox"/> Unsatisfactory (1)	8.1 8.2 8.3 8.4
OVERALL SUMMATIVE SCORE:	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	29-32 Distinguished 22-28 Proficient 15-21 Basic 8-14 Unsatisfactory = Plan of Improvement (required)

STUDENT GROWTH 3.1 Recognizing individual student learning needs and developing strategies to address those needs.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	<i>Establish student growth goal(s).</i>
STUDENT GROWTH 3.2 Establishment and achievement of student growth goals as an individual teacher and in teams.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	<i>Achievement of student growth goal(s).</i>
STUDENT GROWTH 6.1 Using multiple student data elements to modify instruction and improve student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	<i>Establish student growth goal(s).</i>
STUDENT GROWTH 6.2 Using multiple student data elements to modify instruction and improve student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	<i>Achievement of student growth goal(s).</i>
STUDENT GROWTH 8.1 Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	<input type="checkbox"/> Distinguished <input type="checkbox"/> Proficient <input type="checkbox"/> Basic <input type="checkbox"/> Unsatisfactory	<i>Establish TEAM student growth goal(s).</i>
STUDENT GROWTH RATING: _____	<input type="checkbox"/> High <input type="checkbox"/> Average <input type="checkbox"/> Low	18-20 High 13-17 Average 5-12 Low = Student Growth Inquiry (required)

A “Low” Student Growth impact Rating triggers a student growth inquiry regardless of Comprehensive Criteria Score. The teacher and evaluator will mutually agree to one of the following:

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

Evaluator Signature: _____ **Date:** _____

Teacher Signature: _____ **Date:** _____
(My signature indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.)

Form III - Coupeville School District FOCUSED EVALUATION REPORT: Classroom Teacher

Teacher Name: _____ Current Position: _____

Evaluator Name: _____ Building: _____

Observation Dates: _____

Criteria of Focus: _____

Summary Evaluator comments:

Based on observation, meeting, evidence and/or feedback during the ____ school year, this employee's performance is deemed to be:

Distinguished (4)

Proficient (3)

Teacher
Signature: _____

Date: _____

Evaluator
Signature: _____

Date: _____

Form IV - Pre & Post Observation Conference Preparation Form

The teacher may use this form to guide the conversation during the pre and post observation conferences.

Teacher Name: _____

Building: _____

Date of Pre-Obs: _____ Date of Obs: _____ Date of Post-Obs: _____

Guiding Questions:

Professional Learning Community Questions:

- What do you want students to learn or be able to do?
- How will you know that they've learned it?
- What will you do when they don't learn it?
- What will you do when they do learn it?

Pre-Observation	Post-Observation
<p>What will be addressed in the lesson (i.e. Performance Expectation(s), Common Core State Standard(s), Essential Question(s), Power Standard(s), and/or Learning Target(s))?</p> <p>Explain how the activities tie into the learning target.</p> <p>What type of assessments are you using (formative, summative, other)? How are you checking for understanding and monitoring of all students?</p> <p>What specifically do you want me to "look for"?</p> <p>What would you like to improve upon? How may I help you?</p> <p>How will you bring closure to the lesson?</p> <p>Are your student growth goals tied to the lesson?</p>	<p>What was addressed in the lesson (i.e. Performance Expectation(s), Common Core State Standard(s), Essential Question(s), Power Standard(s), and/or Learning Target(s))?</p> <p>Explain how the activities tied into the learning target.</p> <p>What type of assessments did you use (formative, summative, other)? How did you check for understanding and monitoring of all students?</p> <p>How did you bring closure to the lesson?</p> <p>Were your student growth goals tied to this lesson? If so, how were they connected? Did you achieve the results you were expecting?</p> <p><i>What do you want to say about the lesson and learning that may not have been observable or difficult to put into context?</i></p> <p><i>What can I do to help and support you?</i></p>

Notes/Thoughts:

Form V - Coupeville School District OBSERVATION REPORT

FORM: Classroom Teacher

Teacher Name: _____ Building: _____

Evaluator Name: _____ Date/Time of Observation: _____

Date of Pre-Conference: _____ Date of Post-Conference: _____

Evaluator comments

Observed Situation and Strategies Used:

Unobserved/Specific Concerns:

Teacher Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

COUPEVILLE SCHOOL DISTRICT NO. 204

Appendix C to Collective Bargaining Agreement

Form VI – Teacher Evaluation (Non-Classroom Teachers)

Teacher _____	Evaluation Date _____
Principal _____	

This evaluation form is to be completed by the evaluator following at least 30 minutes of observation of the teacher. Written comments may be made to amplify the evaluator’s assessment of teacher performance.

Evaluations are conducted to improve teacher effectiveness, thereby directly improving student learning and increasing teacher satisfaction. Further, evaluations are conducted to:

- address how to change what we do to better serve students, in accordance with the District Mission Statement;
- promote understanding of the requirements of the teacher’s position;
- promote dialog to clarify expectations;
- recognize teacher performance; and
- encourage individual and professional growth.

The following performance criteria will be used:

- satisfactory** - performance is appropriate and meets or exceeds expectations
- needs improvement** - performance needs improvement.

The evaluator must provide identifying comments regarding any area(s) identified as unsatisfactory.

Teachers have the right to submit written comments concerning this evaluation report.

1. KNOWLEDGE AND SCHOLARSHIP **Satisfactory** _____ **Needs Improvement** _____

- 1.1 The teacher provides a theoretical rationale for the use of various procedures.
- 1.2 The teacher demonstrates understanding of the basic principles of human growth and development.
- 1.3 The teacher demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals.
- 1.4 The teacher relates and applies knowledge, research findings and theory deriving from the teacher’s specific discipline to the development of a program of services.

2. SPECIALIZED SKILLS

Satisfactory _____ **Needs Improvement**_____

- 2.1 The teacher designs and conducts a program providing specific and unique services within the teacher's specific discipline.
 - 2.2 The teacher demonstrates ability to synthesize and integrate testing and nontesting data concerning students.
 - 2.3 The teacher administers assessment procedures or organizes and prepares those who will administer assessment procedures.
 - 2.4 The teacher demonstrates ability to assist teachers and administrators to integrate specialized information into the regular curricular program.
 - 2.5 The teacher develops goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.
-

3. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Satisfactory _____ **Needs Improvement**_____

- 3.1 The teacher selects or recommends testing and nontesting devices, materials, equipment appropriate to student needs.
 - 3.2 The teacher demonstrates the use of and an understanding of the limitations and restrictions of devices, materials and procedures, etc.
 - 3.3 The teacher uses comparative and interpretive data.
 - 3.4 The teacher creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.
-

4. TEACHER AS PROFESSIONAL

Satisfactory _____ **Needs Improvement**_____

- 4.1 The teacher demonstrates awareness of the law as it relates to the teacher's area of specialization.
 - 4.2 The teacher demonstrates awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethic supported by the teacher's competence area.
 - 4.3 The teacher demonstrates commitment to school and professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.).
 - 4.4 The teacher demonstrates commitment to the concepts of career-long professional growth by participation in workshops and seminars or graduate study.
-

5. INVOLVEMENT IN ASSISTING STUDENTS, PARENTS AND EDUCATIONAL PERSONNEL Satisfactory _____ Needs Improvement_____

- 5.1 The teacher consults with other staff, school personnel and parents concerning the development, coordination and/or extension of services to those needing specialized programs.
- 5.2 The teacher plans and develops support program to serve the preventive and development needs of the school population and the special needs for some students.
- 5.3 The teacher interprets characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communications.

6. EFFORT TOWARD IMPROVEMENT WHEN NEEDED Satisfactory _____ Needs Improvement_____

- 6.1 The teacher is receptive to constructive comments.
- 6.2 The teacher attempts to implement suggestions for improvement.

7. STUDENT DISCIPLINE Satisfactory _____ Needs Improvement_____

The undersigned affirm that this written evaluation report has been reviewed, and acknowledge that signature by the teacher does not necessarily imply agreement.

Signature of evaluator

Signature of teacher

Date: _____

Date: _____

COUPEVILLE SCHOOL DISTRICT NO. 204
Appendix C to Collective Bargaining Agreement

Form VII – Teacher Evaluation, Plan of Assistance

Teacher		Date	
Principal			

This plan of assistance form is to be completed by the evaluator. The following areas must be addressed:

- 1) Statement of problem identified by the evaluator:
- 2) Clarification of desired behavior(s):
- 3) Identification of steps to be taken by the teacher to arrive at desired behavior(s);
- 4) Identification of steps to be taken by the evaluator to assist the teacher:
- 5) Timeline for next evaluation.

Please use the space below to address items 1 through 5.

The above plan of assistance was reviewed and agreed to on the date shown below.

Signature of evaluator

Signature of teacher

Date: _____

Date: _____

Coupeville School District No. 204
Appendix C to Collective Bargaining Agreement

Professional Growth Option Handbook



*...Dedicated to Continuous Learning,
Personal Excellence, and Integrity of all Students*

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Introduction

Professional development programs are a form of personnel evaluation in which the emphasis is on growth and improvement rather than on decisions related to probation, non-renewal, and discharge. WAC 392-192 defines terms and procedures to be used by school districts for the professional development of certificated classroom teachers and certificated support personnel.

Philosophy

The professional growth option is part of an overall district commitment to the professional growth and development of each staff member. It represents a cooperative effort based on mutual trust and respect. It is designed to encourage innovation through teacher ownership and involvement in their own professional growth.

The professional growth option is intended to improve instruction and benefit students. The option is implemented in accordance with the district philosophy and mission, state law, and the collective bargaining agreement between the district and the Coupeville Education Association.

How is the Professional Growth Option different from the current evaluation system?

Evaluation – WAC 392 191	Professional Growth Option – WAC 392 192
Focus on accountability, to verify minimum standards are being met.	Focus on growth and improvement beyond minimum standards.
Identify and document satisfactory performance and areas needing improvement and assist in improving performance in identified areas.	Encourage employee self-assessment and goal setting for professional growth and improvement of instruction.
Formal and informal observations by supervisor.	Collaborative conferencing with supervisor and informal observations.
Supervisor as evaluator.	Supervisor as facilitator.
Outcome may affect employment status.	Participation will not affect employment status.
Long form evaluation forms required. After 4 years of satisfactory long form evaluations have occurred, then options for: a) a short form of evaluation; b) PGO; c) a long form evaluation; d) any combination of a) through c).	P.G.O. verification forms and procedures may be used for up to 2 consecutive years.
Long form mandatory for four consecutive years, at least two of which occurred in the Coupeville School District, before other options may be considered. Mandatory long form evaluation at least once every three years.	Available and optional to certificated staff with four consecutive years of satisfactory evaluations, at least two of which occurred in the Coupeville School District (including the year prior to entering P.G.O.). P.G.O. participants return to the evaluation system according to state requirements.

P.G.O. and Staff Development

The district staff development program and the Professional Growth Option are compatible parts of the Coupeville School District's commitment to staff professional growth. The goal of both P.G.O. and staff development is to foster increased staff knowledge, skills, and abilities in a variety of ways.

P.G.O. is part of the district staff evaluation program. It is a comprehensive, year-long plan tied to specific goals that are developed collaboratively between the certificated staff member and his/her evaluator. A P.G.O. plan may include a staff development component in terms of classes or workshops as agreed upon by staff member and as it relates to the P.G.O. goals, as funds are available.

Our district staff development program is updated yearly, and is directly tied to staff needs. It is a comprehensive approach in that courses, workshops, and seminars are offered to all district staff, both certificated and classified. The building staff development plans are developed collaboratively at the building level and both district and staff plans are developed in concert with district goals. A staff development program offers a menu of choices for all staff and is not part of the evaluation cycle.

Legal Basis for P.G.O.

Chapter 392-192 WAC PROFESSIONAL DEVELOPMENT PROGRAMS

392-192-005 Authority.

The authority for these standards is RCW 28A.405.150 which authorizes the superintendent of public instruction to develop minimum procedural standards for evaluation of certificated classroom teachers and certified support personnel conducted pursuant to RCW 28A.405.100.

392-192-010 Definition of terms.

Professional development programs are a form of personnel evaluation in which the emphasis is on growth and improvement rather than on decisions related to probation, nonrenewal, and discharge.

392-192-020 Professional growth component — Purpose.

The purpose of this chapter is to establish procedures to be adopted by districts for the professional development of certificated classroom teachers and certificated support personnel. Professional development procedures shall be used:

- (1) To encourage employee self-assessment and goal setting;
- (2) To provide opportunities for and encourage sharing among teaching and support staff of personal professional experience and expertise;
- (3) To aid employees in planning personal professional growth plans;
- (4) To provide opportunities for parents, students, and other interested community members to offer meaningful input to their schools through their observations of

instructional effectiveness;

- (5) To link identified professional needs with appropriate in-service, staff development, and other appropriate professional growth and instructional improvement opportunities.

392-192-030 Professional growth program.

Local school districts shall adopt a professional growth program for certificated classroom teachers and certificated support personnel as specified in Title 392 WAC unless a collective bargaining agreement provides otherwise.

392-192-040 Professional growth program — Committee.

Each district shall establish a professional growth committee which shall develop the district's professional growth program in accordance with the procedures in this chapter. The professional growth committee shall include, at a minimum, representatives of the following groups:

- (1) Certificated classroom teachers. A minimum of one teacher from the K-8 level and one teacher from the high school level if the local school district provides education services to students K-12.
- (2) Certificated support personnel. A minimum of one itinerant staff person, if the school district employs itinerant personnel, and a minimum of one other representative of counseling, assessment, library and/or other certificated support staff, if the school district employs nonitinerant certificated support staff.
- (3) Central office administrators. A minimum of one representative.
- (4) Building level administrators. A minimum of one administrator from the K-8 level and one administrator from the high school level if the local school district provides education services to students K-12.
- (5) Additional persons, if the local school district so desires.
- (6) Provided, That the local school district committee established under the In-Service Training Act, RCW 28A.415.040, may be used by the school district as the professional growth committee.

392-192-060 Professional growth program — Records.

Materials/records/portfolios expressly developed as a result of the individual's participation in the professional growth program shall be the property of the certified staff member participating in the program and shall not be retained in the employee's personnel file or used by the district in its formal evaluation criteria.

392-192-070 Professional growth program — Timeline.

Districts shall:

- (1) Establish a professional growth committee, pursuant to Title 392 WAC during, if not before, the 1990-91 school year.
- (2) Adopt a professional growth program in the school district by the 1992-93 school year.

Selection

Participation Criteria

The P.G.O. will be available and voluntary to certificated employees who have successfully completed four consecutive years of satisfactory¹ summative (long form) evaluations, two of which are in the Coupeville School District, including the year immediately prior to beginning P.G.O.

During the first year of a change to a new school within the district, an employee will be evaluated using the summative procedure. If the employee has previously been involved in P.G.O. to prepare for this level change, the P.G.O. process may continue. Levels are defined as:

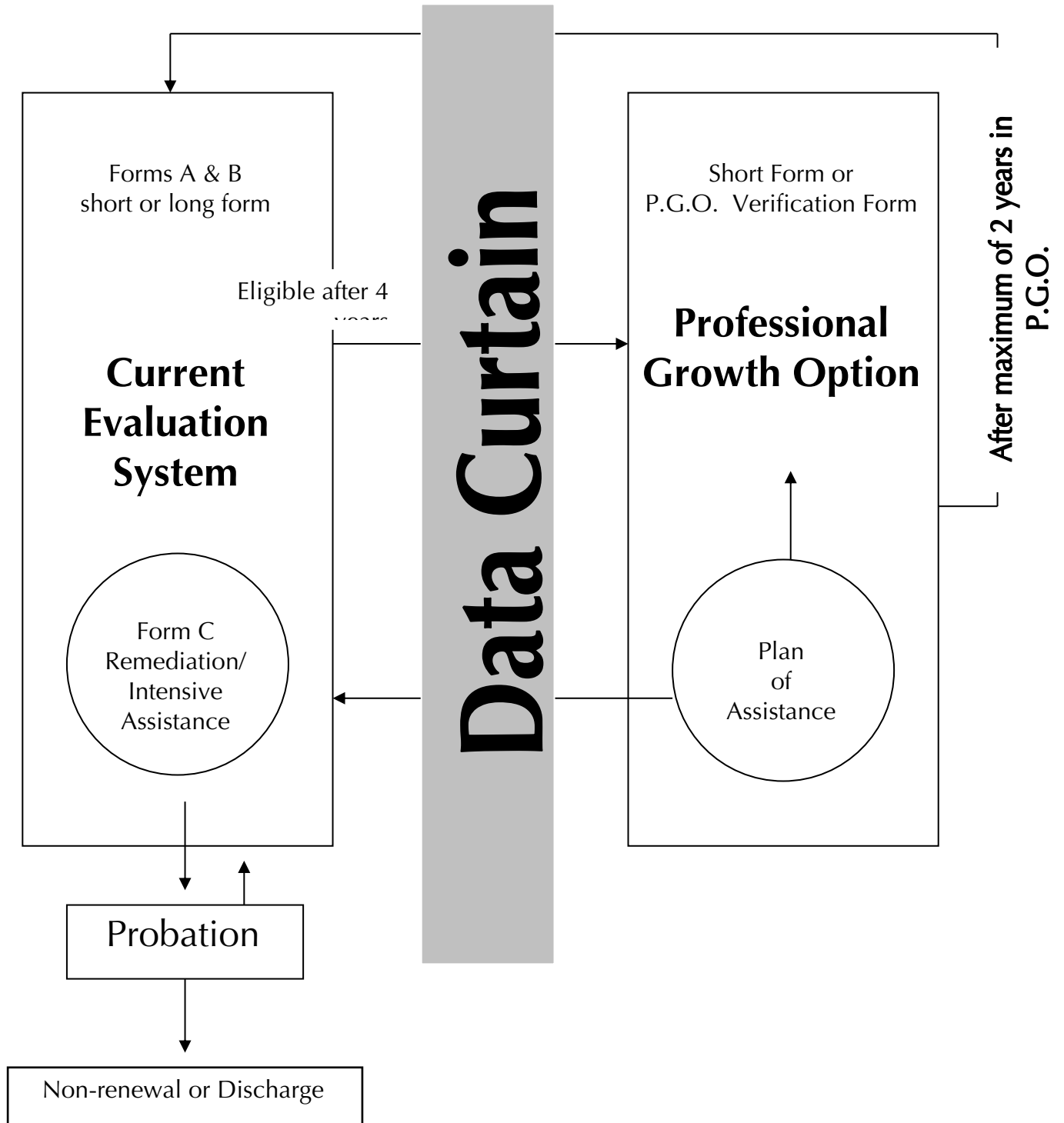
- elementary school (including preschool)
- middle school
- high school.

Certificated employees will return to evaluation under paragraphs 17.2-17.7 of the Collective Bargaining Agreement between the District and the CEA at least every third year, unless waived by the supervising administrator. The participant must maintain minimum criteria as required by state statutes. If the evaluator cannot verify that these criteria are being met, a plan of assistance will be developed. This plan will identify areas of concern, specific ways to assist the teacher in addressing the concern and appropriate timelines. During this time period, the participant will remain in P.G.O. and the data curtain will be in effect. Documentation will be kept only in the P.G.O. file. If at the conclusion of the plan of assistance process, the P.G.O. participant has still not met the minimum state criteria, he/she will return to the summative evaluation cycle.

"Satisfactory" as far as entry into P.G.O. is defined as an evaluation in which no area has been checked "needs improvement" by the evaluator as a target.

¹ "Satisfactory" as far as entry into P.G.O. is defined as an evaluation in which no area has been checked "needs improvement" by the evaluator as a target.

P.G.O. Evaluation Cycle



P.G.O. Procedures

Timeline

May 15	Notification of intent from eligible participants.
June 1	Participants selected, notified, and given P.G.O. Handbook
September 30	Participant conducts self-assessment and develops preliminary goal(s).
October 15	Participant and evaluator collaborate and finalize goal(s) and create an action plan.
October 15 to May 1	Participant and evaluator implement, monitor, and adjust P.G.O. plan, and hold collaborative meetings
May 1	Evaluator and participant complete end-of-year verification form and forward to the personnel office. Participant submits P.G.O. program feedback form to superintendent's office.

Self-Assessment

In developing the P.G.O. plan, the certificated employee will complete a self-assessment, including the setting of individual professional goals and outlining a plan for accomplishing them. (WAC 392-192-050) The plan will include one or more of the following:

1. Peer review and evaluation
2. Input by parents
3. Input by students
4. School district goals
5. Building goals
6. Personal academic records
7. School district evaluations
8. Evaluator observations.

Sample self-assessment tools will be kept on file in the superintendent's office.

Goal Setting and Professional Growth Resources

The purpose of goal setting is to focus on activities that will improve instruction and benefit students. The following goal statements are provided as samples:

- implement the use of cooperative learning strategies on a daily basis;
- increase positive interactions from teacher-to-student with a ratio of four positives to one negative (positive discipline strategy);
- integrate the 6-trait writing model within science instruction;
- systematically teach the application of reading skills in the content areas;
- increase student involvement in learning throughout each lesson;
- increase parent involvement in learning activities which are directly related to classroom learning activities.

Availability of district resources should be investigated collaboratively by the employee and the evaluator. Resources currently available include:

- consultation with district personnel
- computer literature search
- research/design and statistics
- grant writing information
- staff development libraries
- district-licensed software/ESD software
- ESD resources.
- outside consultation
- materials and equipment
- training
- clerical support
- visitation to other sites
- release time

The Roles of the Participant and Evaluator

The participant and evaluator will collaborate to ensure success of the P.G.O. experience. Formal and informal conferencing throughout the process is expected and the results of this conferencing should be documented on the P.G.O. Action Plan and Progress Record. In addition, both evaluator and participant will complete the P.G.O. Verification Form at the end of the year. Investigation and sharing of appropriate resources, materials, activities, etc., should be ongoing. Mutual trust and respect are essential.

Role of the Participant

In addition to the collaborative process, the certificated employee is responsible for:

- conducting a self-assessment as part of the goal setting process;
- generating the draft of their goal;
- maintaining the working file;
- completing P.G.O. Feedback Form and submitting it to the superintendent.

Role of the Evaluator

In addition to the collaborative process, the evaluator is responsible for:

- verifying eligibility (principal)
- ensuring that the selection process follows the priority of:
 - past eligible applicants
 - first time applicants
- conducting the random selection process if there are more applicants than positions within any of the categories
- assisting in accessing district resources by networking
- submitting P.G.O. Verification Form to the personnel office.

Accountability

It is the intent of the P.G.O. process to encourage risk taking and continued professional growth. We recognize that this process may take more than one year to accomplish. In the spirit of communication, support and mutual accountability, the individual certificated employee's plan may be collaboratively revised or modified. A working file will be available to both teacher and administrator which contains, but is not limited to, the following:

- annual goals
- notes from meetings
- resources needed
- data gathering methods
- data, as applicable to the process
- self-assessment statement
- self-appraisal (year-end).

The working file should be kept in a confidential and mutually-accessible location (vault at the middle and high school) during the P.G.O. year. The working file and all data generated during the P.G.O. process are the property of the P.G.O. participant.

Forms

Interest to Participate in P.G.O.

Name: _____

School: _____

Current Evaluator: _____

I am interested in participating in P.G.O. for the school year _____. I have successfully completed four consecutive years of satisfactory summative evaluations, two of which are in the Coupeville School District.

Professional Growth Option is to encourage innovation, and I understand that I am responsible to set goals and monitor progress in collaboration with my evaluator.

My area(s) of interest for P.G.O. are (check all that apply):

- Portfolio development
- Peer coaching
- Action research
- Other (please specify) _____

I have applied for P.G.O. in the past. Yes No

Dates:

I have participated in P.G.O. in the past. Yes No

Dates:

Previous P.G.O. focus/option:

Certificated Employee's Signature

Date

Decision re P.G.O.

- You will be on Professional Growth Option for _____.
- You did not qualify due to not being eligible for P.G.O.

Administrator's Signature

Date

Verification of Participation in P.G.O.

Name _____ School Year _____

School _____

Professional Growth Option Guidelines for All Professional Growth Options

1. All plans and goals must be linked to the district Continuous Improvement Plan.
2. Plans must support district, building, and departmental initiatives.
3. All plans and goals must include the potential effect of the work on student learning.

Goal-setting collaborative meeting date: _____

Mid-year conference date: _____

Year-end conference date: _____

_____ has met statutory requirements of the P.G.O. program for Washington State and the Coupeville School District.

Certificated Employee's Signature

Date

Administrator's Signature

Date

Coupeville School District

P.G.O. Program Goal and Action Plan

Name: _____ School: _____ Conference #1: Goal-setting meeting Date: _____ Professional Growth Option: _____ Continuous Improvement Plan area(s) addressed*: _____	Instructions: 1. Participant drafts goal and action plan, including indicators of goal progress. 2. Participant and evaluator meet before October 15 to finalize this document. 3. Participant and evaluator sign document to signify agreement. 4. Revisions may be made to this form; all revisions should be dated and initialed by participant and evaluator. Note: If the goal is revised, a new goal and action plan must be developed and attached to the original.
Goal: 	

Actions	Person Responsible	Due Date	Resources Needed	Projected Outcome

Coupeville School District

P.G.O. Progress Record

Name: _____
School: _____
Conference #2: Mid-year review
Date _____

Instructions:
1. Participant and evaluator meet during school year to review progress toward identified goal(s) and note comments on this form.

Goal:

Actions	Revisions?	Revised Timeline?	Resources	Comments

Coupeville School District
P.G.O. Year-End Review

Name: _____ School: _____ Conference #3: Year-end review Date: _____	<p style="text-align: right;">Instructions:</p> 1. Participant brings completed feedback form, any completed project, product, or research findings.
---	---

Goal:

Actions	Revisions?	Revised Timeline?	Resources	Comments

Coupeville School District

Feedback on P.G.O. Program

Directions: The purpose of this form is to help evaluate the effectiveness of the P.G.O. program (not your personal improvement plan or goals), and is a required part of P.G.O. participation. Please indicate strengths and/or provide suggestions for program improvement in each of the areas below, and respond to the questions on the other side of this page. Your comments are appreciated. Please return this form to the superintendent's office by May 1.

Components of Program	Strengths	Suggestions	Comments
Goal Setting			
Action Planning			
Collaborative Conferencing			
Ease of obtaining approved resources			
Use of P.G.O. handbook: timeline, forms, information			
Effectiveness of self-assessment in the goal setting process			

1. How have your students benefited from your P.G.O. experience?

2. How has this process promoted your professional growth?

3. I am completing year _____ of my P.G.O.

Dated: _____ Signed: _____

COUPEVILLE SCHOOL DISTRICT NO. 204

Appendix D – Grievance Form

Section 1 – Grievant’s Name _____

Section 2 – Issue

Section 3 – Facts on Which Grievance Is Based

Section 4 – Provisions of Collective Bargaining Agreement Allegedly Violated

Article _____ Section _____
Article _____ Section _____
Article _____ Section _____
Article _____ Section _____
Article _____ Section _____

Section 5 – Remedy Sought

Section 6 – Submittal Information

I submit this grievance to _____ as of the date shown below for investigation and resolution.

Signature of grievant

Date

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