

Collective Bargaining Agreement

Between

Fife Education Association

&

Fife Public Schools

September 1, 2022 - August 31, 2025

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PREAMBLE

WHEREAS, the District has a statutory obligation to bargain with the Association with respect to the hours, wages, terms and conditions of employment of employees covered by this Agreement, and

WHEREAS, said parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

DEFINITION OF THE PARTIES

This Agreement is made and entered into by and between Fife School District No. 417, hereinafter called the District, and Fife Education Association, hereinafter called the Association.

PART 1 - DISTRICT/ASSOCIATION RELATIONSHIPS

ARTICLE 1 - RECOGNITION

1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all regular certificated employees on continuing or provisional contract with the District or on approved leave from the District, such as: classroom teachers, resource teachers, teachers on special assignments, instructional facilitators, academic support specialist, psychologists, occupational therapists, speech therapists, counselors, librarians, certificated nurses, and substitutes.

Excluded are classified employees of the District; the Superintendent; Deputy Superintendent(s); Assistant Superintendent(s); Executive Director(s); Director(s); Assistant Director(s); Principals; Assistant Principals; and other supervisors as defined in RCW 41.59, and confidential employees with respect to employer-employee relations.

1.2 Work presently performed by members of the bargaining unit shall not be subcontracted to any other party without negotiations with the Association.

1.3 The term *employee*, when used hereinafter in this agreement, shall refer to the employees represented by the Association in the bargaining unit as above defined. If the Association questions the appropriate inclusion or exclusion of a newly-created position, pursuant to the above guidelines, the Association may review the matter with the Superintendent and/or submit the matter to the Public Employment Relations.

ARTICLE 2 - MANAGEMENT

2.1 There is reserved exclusively to the District all responsibilities, powers, rights, and authority vested in it or implied by the laws and constitution of Washington and the United States, or which have been heretofore exercised by it, excepting where the District expressly and in specific terms has agreed to limit those rights in this Agreement.

2.2 By way of illustration and without limiting or abridging the generality or specificity of the above right, the following pertains:

- a. To manage and administer the school system, its properties and facilities and to direct its employees, administrators, teachers, and other employees in the execution of their

duties. To make such operating changes as deemed advisable for efficient, effective operation of the District, including the right to subcontract work consistent with section 1.2.

- b. To determine the work and position requirements, applicant and employee qualifications, to supervise and evaluate all employees and programs, to determine the conditions for the continued employment, the standards of performance required and whether work shall be performed by employees, to assign duties, responsibilities and the place of work of teachers, and to promote, reassign, and transfer any such employees.
- c. To determine and establish levels and courses of study and instruction (including but not restricted to special programs), athletic, recreational, social, and other events for students, and to determine the basic and accepted methods of instruction, to adopt textbooks and other teaching materials and aids, and to determine other supplies, materials, and equipment as it deems advisable.
- d. To determine standards of behavior, discipline, and order of students in the schools, and procedures for the enforcement of such rules.
- e. To develop and control the annual budget for the District and to submit to its electorate such propositions for authority to borrow monies or to levy such taxes, as it may deem necessary, and to exercise full control over the financial affairs of the District.
- f. To develop and implement policies, rules, procedures, and regulations as required by law or as it deems advisable for the operation of the District.

2.3 The District's failure to exercise any function hereby reserved to it, or its exercising of any such function in a particular way, shall not be deemed a waiver of its right to exercise such function, or preclude it from exercising the same in some other way, not in conflict with the express provisions of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

3.1 Building Use. When not otherwise required for school use, the Association may be authorized to use District buildings for meetings upon timely submission of the appropriate "Application for Use of School Facilities" form, and the approval of the application by the Superintendent or designee.

3.2 Association Business. Representatives of the Association shall be permitted to transact official Association business on school property. Contacts with employees for the purpose of transacting official Association business shall preferably be made during times outside the student day. However, the Association President or Building Representatives may communicate with employees during duty hours, using the employee mailboxes, District email, and the intra-building mail service, provided that said communication shall not interfere with normal teaching and duty activities.

3.3 Use of Equipment and Materials. The Association may be authorized, upon request of the appropriate administrator, to use District equipment and consumable supplies, provided that the cost of the use of such equipment or the cost of the consumable supplies is reimbursed to the District by the Association. Any District staff time involved in the Association's use of equipment or supplies would also be charged to the Association.

3.4 Bulletin Boards. The Association shall be able to post reasonable notices on faculty bulletin boards. (Association notices should be identified as such.)

3.5 Availability of Information. The District shall continue to furnish the Association President with standard public records and financial reports of the District as follows:

- a. General Fund Expenditure Statement;
- b. Budget Status Report;
- c. Financial Statement - all five funds of the District;
- d. The Budget; and
- e. The Annual Report.

The names, work assignments, work locations, hire date, hours per day per assignment, phone number, mailing address, email address, pay, and salary information of employees shall be provided to the Association President upon request, after the completion of final payroll.

Upon request, the Association President shall furnish available data pertinent for use in carrying out the Association's negotiation and representation functions. All parties shall exercise discretion in the utilization of such data.

The Association President shall also be placed on the list to receive the agenda and minutes of Board meetings. Upon request, any other public information shall be made available for inspection by the Association at the Superintendent's office and, if copies are requested and can be made, the Association shall be charged the standard copying fee.

3.6 Association Leave/President's Release Time

- a. The Association President and/or other appropriate Association representatives may be granted up to a total aggregate of thirty-five (35) days leave per year for the duration of this agreement, with the Association reimbursing the District for substitute costs, for Association activities upon making appropriate application according to District procedures. The Superintendent and Association President will meet to discuss possible program implications if concerns arise.
- b. In order to provide proper representation of members of the bargaining unit, the Association President shall be released up to half-time from regular employment to perform Association duties, to conduct Association business and/or to confer with the District or its representatives. The Association shall request release time by March 1 of the school year preceding the one for which the leave is sought. Association representatives and District representatives shall meet to mutually agree on scheduling release time. The President shall receive full salary and benefits as though employed full-time. However, the Fife Education Association will reimburse Fife School District for the difference between what the President would have received as a part-time employee and the amount Fife School District actually pays the President in compensation and benefits. The President shall be deemed an employee of the District during the released time and shall not be penalized in regard to salary, seniority, benefits, or rights pertaining to employment.
- c. Any employee elected or appointed to an Association position at the council, state, or national level requiring release time shall be granted the requested release, provided that the District receive remuneration from the Association for the employee's salary and benefits. Release days or time shall be in addition to the leave provided in part (a) and (b) above.

3.7 New Employee Orientation Meetings. An opportunity shall be provided for Association representatives to participate in orientation meetings with 30 minutes of access to new employees. In addition, Association representatives shall have 30 minutes of access during paid time to new employees who are hired after the start of the school year.

ARTICLE 4 - PAYROLL DEDUCTIONS

4.1 Dues Deductions. The Association shall have the exclusive right to payroll deduction of membership dues for employees. Upon written authorization by any employee within the bargaining unit, the District shall deduct from the pay of such employee the monthly amount of dues required for membership in the Association as certified by the Association, and transmit said dues to the treasurer of the Association according to current practice unless otherwise advised by the Association.

Written authorization and/or revocation of membership shall be provided to the District by the Association. The Association shall notify the District of any employee's election to rescind their written authorization. Written authorizations/revocations received after the District's monthly payroll cutoff date will be processed the following month.

4.2 Hold Harmless. The District shall be held harmless by the Association, including reasonable attorney fees for any attorney approved by the Association, for compliance with this Article.

4.3 Other Deductions. The District shall, upon receipt of authorization from a employee, deduct from said employee's salary and make appropriate and prompt remittance for medical plans, tax-sheltered annuities, salary insurance, WEA-PAC, any financial institution of choice as directed by the employee, as mutually approved by the Association and the District, and other plans or programs approved by the District or as required by law.

ARTICLE 5 - NO STRIKE/LOCKOUT

5.1 The Association and members of the bargaining unit, as individuals or as a group(s), shall not initiate, cause, permit or participate in any strike, work stoppage, slowdown, picketing, or any other restriction of work against the District. Employees while acting in the course of their employment shall not honor any picket line when called upon to cross such picket line at or around the District premises.

5.2 The District shall not lock out members of the bargaining unit. Failure to hold school due to the Act of God or utility failure shall not be considered a lockout.

5.3 If the Association provides at least 30 days notice of its desire to participate in a state-wide work stoppage or activity which could require a waiver of this section, the Superintendent will meet with representatives of the Association to discuss such an exception, including if necessary an adjustment in the school calendar. Both parties agree to make every effort to reach an accommodation acceptable to all concerned.

ARTICLE 6 - FAIR EMPLOYMENT PRACTICES

6.1 **Non-Discrimination.** The District agrees that it shall not unlawfully discriminate against or harass any employee by reason of race, creed, religion, color, national origin, age, honorably-discharged veteran or military status, sex, sexual orientation, including gender expression or identity, marital status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability or membership in the Association. The District may give preference to a United States citizen or national over an authorized alien if two candidates are equally qualified.

6.2 **Membership.** The Association agrees that membership in the Association shall not be required as a condition of employment of any bargaining unit member.

6.3 **Citizenship Rights.** Certificated employees shall be entitled to full rights of citizenship as granted to citizens generally. The religious or political activities and the private and personal life of the employee shall not be within the concern of the District unless just and sufficient cause is shown that such activities or private or personal life adversely impacts the performance of assigned duties or disrupts the educational process.

6.4 **Letters of Direction and Discipline.**

- a. Letters of direction are not disciplinary in nature. Letters of direction will be placed in an Employee's site administrator's file. Letters of direction will be removed from the Employee's site administrator's file two years after the issuance of the letter and placed in a retention file in the Human Resources Department.
- b. Discipline. Employees shall only be disciplined for just cause. Discipline shall be confidential in nature. The District will follow a policy of progressive discipline. Discipline steps may include a verbal caution with a follow-up summary document, written letter of warning, letter of written reprimand, suspension without pay, or discharge as a last and final resort, provided that in any case the disciplinary action shall be commensurate with the behavior which precipitated the discipline. In cases of serious offenses, the District may bypass the steps of progressive discipline. If the specific grounds forming the basis for disciplinary action are unclear, the employee or the Association may request a written statement of the basis for the discipline. The District will notify the Association of any disciplinary action taken against an employee; provided, however, that failure or delay in providing such notice shall not be the basis for nullifying just cause discipline.

A complaint made against an employee by a parent, student, or other person shall not become the basis for disciplinary action against the employee unless the employee has had an opportunity to hear and reply to such complaint. Such complaint, including the name of the complainant, shall be brought to the attention of the employee involved within ten (10) working days of the receipt of said complaint. Employees may request that a meeting take place between the complainant and the affected employee.

No disciplinary letters in a personnel file more than three (3) years old shall be applied toward a future disciplinary action unless the same or similar offense was committed during the three-year period. If no similar offenses were committed during the three-year period, the discipline document up to and including the letter of reprimand

will be removed, upon written request, from the employee's personnel file, and placed in a retention file in the Human Resources Department.

6.5 Representation During Discipline. In accordance with RCW 41.59, employees shall be entitled to have present, during any meeting that the employee reasonably believes could result in disciplinary action, a representative of the Association, when such a request for representation is made by the employee.

6.6 Personnel Files. Each certificated employee shall have the right, upon request, and after making an appointment for that purpose with the Superintendent or designee, to review the contents of the employee's District personnel file maintained at the District office. The review shall be made in the presence of the individual responsible for the safekeeping of these files. Copies of the contents of such files shall be provided to the employee. Any complaint made against an employee shall be called to the attention of the employee before being placed in the employee's District personnel file. The employee shall attach their signature to indicate only that they have read it. Employees shall have the right to attach a brief written comment to such material. The District shall maintain only one (1) personnel file for each employee. An Association representative, at the certificated employee's request, may be present during a review of the certificated employee's file.

6.7 Derogatory comments shall relate to professional responsibilities and no anonymous complaint will be included in the certificated employee's personnel file. Any derogatory material may be deleted from the file by mutual consent of both the Superintendent and the employee.

No derogatory material, except as provided in Section 6.4, shall remain in the employee's file for more than three (3) years.

6.8 Site Administrator Files. Each certificated employee shall have the right, upon request, and after making an appointment for that purpose with the site administrator or designee to review the contents of the employee's site administrator file maintained at the building site. With the exception of letters of direction as noted in 6.4.A, employees may request to have other employee related material(s) removed. The District will retain the final decision making authority. A site administrator leaving a building for the following school year shall take their site administrator files with them and will not provide any documentation from the file to the incoming building administration.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.1 Purpose. The purpose of the grievance procedure is to provide orderly and expeditious means for resolving problems or grievances at the lowest possible level.

7.2 Definitions:

- a. Grievance: Shall mean a claim by a certificated employee that there exists a violation, a misinterpretation, or misapplication of a specific provision or provisions of this Agreement or a memorandum of understanding.
- b. Grievant: Shall mean an employee in the bargaining unit, except as provided in Section 7.3.
- c. Days: Shall mean working days on the administrative calendar.

- d. Time Limits: The time limits herein shall be considered maximum except that both parties may mutually agree in writing to extend such limits with respect to any particular grievance. If time limits are not met by the grievant, the grievance shall be considered waived. If time limits are not met by the District, the grievant shall have the right to proceed to the next level of the grievance procedure.

7.3 Association Grievances. The Association shall have the right to grieve any violation, misapplication, or misinterpretation of any provision(s) involving the Association (as a corporate entity). Such grievances shall be filed at Step 2 of the grievance procedure.

7.4 Informal Discussion. Any certificated employee having a problem concerning a violation, misinterpretation, or misapplication of this Agreement shall, within twenty (20) days of the time the employee had knowledge of or should have had knowledge of the problem, discuss the problem informally with the principal or appropriate immediate administrator and shall set forth the provision(s) believed to be violated, misinterpreted, or misapplied. In the event the problem is not resolved informally in the discussion(s) with the immediate administrator, the employee may, within thirty (30) days of the time the employee had knowledge of or should have had knowledge of the problem, take the matter up as a grievance as outlined in Section 7.5.

7.5 Grievance Procedure. The following sets forth steps to be followed in attempting to resolve grievances:

Step 1. In the event the problem is not resolved informally, as set forth in 7.4, it shall be reduced to writing and submitted to the appropriate administrator as a grievance within thirty (30) days of the time the grievant had knowledge of, or should have had knowledge of, the problem giving rise to the grievance. The written grievance shall state the fact(s) upon which it is based, the issue involved, any Agreement provisions allegedly violated, and the relief sought.

A meeting between the grievant and the administrator shall be held to resolve the grievance within ten (10) days following receipt of the written grievance by the administrator.

Step 2. In the event the grievant is unsatisfied with the disposition of the grievance at Step 1, or in the event no decision is reached within five (5) days after the presentation of the grievance, the grievant and/or the Association may, within five (5) days thereafter, refer the matter in writing to the Superintendent, either by registered mail or in person.

- a. If the Association decides not to pursue the grievance, it shall so notify the grievant and the District Superintendent in writing, and the matter, insofar as the Association is concerned, is terminated.
- b. The Association, in pursuing the grievance, on behalf of the grievant, shall meet with the Superintendent or designated representative within ten (10) days of the Superintendent's receipt of the notice, in an effort to reach an equitable solution.
- c. Time limits, as set forth in this section, shall also apply when an employee is acting in their own behalf.

The Superintendent or designee shall issue a written response to the grievant within five (5) days following this meeting.

Step 3. In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of Step 2, said grievant may, within five (5) days, refer the grievance to the Board of Directors. A quorum of the Board of Directors shall consider the matter in executive session, at which the grievant may appear. The Board of Directors may issue a bench decision, but in any event shall give its answer within three (3) working days following completion of the executive session.

Step 4. In the event the grievant is unsatisfied with the disposition of the grievance at the conclusion of Step 3, said grievant may refer the matter to arbitration as provided below.

If the grievant is unsatisfied with the disposition in Step 3 of the grievance procedure, the grievant may, within ten (10) days, and with the consent of the Association, submit the matter to arbitration.

Notice of intent to arbitrate shall first be provided to the District in writing. Except for Association grievances as defined in section 7.3, submission of any grievance to arbitration shall require the grieving employee's consent.

Any grievance relating to interpretation or application of the specific provision(s) of this Agreement may be submitted to arbitration unless excluded by the other provisions of this Agreement or this Article.

To effectuate arbitration, the Association shall request within the ten (10) days a list of five arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators, representatives of the District and the Association shall, within ten (10) days, meet to select an arbitrator from said list. The selection shall be made by alternately removing one name at a time from the list. The two parties shall decide on order of first removal by the flip of a coin. The remaining name, after each party has eliminated two, shall be the arbitrator.

The scope of the arbitrator's authority shall be limited to grievances arising from specific provisions of the Agreement, and the arbitrator shall be without authority to add, to subtract from, or alter any of the terms of this agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

The arbitrator shall have no power or authority to rule on any of the following:

- a. The termination of services or failure to re-employ any employee to a position on the supplemental salary or extra pay schedule.
- b. Employee evaluation, except for the procedural requirement provisions of Evaluation Article 10.
- c. Any matter involving non-renewal, discharge, or probation, where other remedy is provided by law.
- d. Any matter specifically excluded in any provision of this Agreement.
- e. The discharge or failure to reemploy any substitute teacher.

The arbitrator shall render a decision within thirty (30) calendar days following the conclusion of the arbitration hearing or submission of any post-hearing briefs. The parties shall have ten (10) days in which to submit such briefs.

Each party shall bear its own costs of arbitration, except that the cost of the arbitrator, court cost (reporter, hearing room, etc.), shall be shared equally by the District and the Association.

The decision and/or award shall set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted and shall be final and binding on all parties.

7.6 Representation. The grievant shall have the right to have representation by the Association at any step in the formal grievance procedure. Nothing contained herein shall preclude a certificated employee from presenting a grievance to the District and resolving such grievance through Step 2 without intervention of the Association. The District shall provide copies of such written grievances to the Association, advising it of meetings pertaining to resolution of the grievances so the Association may attend and make its views known. The District shall honor any reasonable request from the Association for information pertinent to the investigation or processing of a grievance.

7.7 Alternative Recourse. If a grievant, prior to the commencement of Step 3, seeks other recourse as may be provided by law to settle a grievance, there shall not be recourse to the remainder of the grievance procedure.

7.8 Release Time. An association representative shall be released to represent the employee. The district shall cover leave costs associated with the association representative. The association shall have the right to investigate member concerns at any level of the grievance process. There shall be no reprisal for such representation of member complaints.

7.9 Confidentiality and Good Faith. The Association and the District recognize that confidentiality and good faith are key elements to a successful grievance procedure. Accordingly, both pledge themselves to participate in good faith in the execution of this procedure, and to hold all matters pertaining thereto in confidence and to admonish and require the parties involved to limit the number of additional persons knowing the names of the grievant to those necessary to a successful resolution.

7.10 No Reprisals. There shall be no threats or reprisals of any kind by the District against any party due to the employee's involvement in the grievance procedure.

7.11 Separate Files. All documents, communications, and records dealing with the processing of a grievance shall be filed separately and not in the individual's personnel file.

PART 2 - GENERAL CONDITIONS

ARTICLE 8 - WORKING PERIODS AND CERTAIN CONDITIONS

8.1 Contract Length/Optional Days.

- a. The length of the regular employee contract shall be one hundred eighty (180) days in total plus any State or District provided additional days. Employee per diem shall be calculated at 1/180.
- b. If prior to the expiration of this contract, the state funds any additional contract days, the District and the Association will meet and confer how best to use the day(s) consistent with OSPI guidelines, and placement of said day(s) shall be subject to

calendar negotiations. The continued placement of the day(s) on the calendar and in the salary schedule will be conditioned upon continued state funding. Use of the day(s) shall be directed by each building's Instructional Leadership Team.

- c. Educational Technology: Employees will have the opportunity to be paid at per diem for (7) hours of employee technology training submitted on a District timesheet. Content and configuration of training opportunities will be determined based on technology needs of each building and will include pre-approved online training opportunities and documentation of successful completion.
Annually in May, the District Instructional Technology Facilitator shall provide employees with notice of individual progress towards completion and reminder of completion deadlines. (In the event that such a position does not exist, the parties agree to discuss alternative options.)
- d. Professional Learning: The term "professional learning" means a comprehensive, sustained, job-embedded, and collaborative approach to improving educators' effectiveness in raising student achievement. Professional learning fosters collective responsibility for improved student performance and must comprise learning that is aligned with student learning needs, educator learning needs, and school district or state improvement goals. Professional learning shall have its primary focus the improvement of educators' and school leaders' effectiveness in assisting all students to meet the standards. A Professional Learning Design team will be established, headed by the TLI staff. Members will include Building Instructional Leaders. This team will establish surveys and other input instruments to gather information from educators and schools on professional learning interests and needs. They will be responsible for organizing and leading professional learning, with an emphasis on educator leadership.

8.2 Length of Day/Planning Time. The total length of the normal work day shall be seven hours, exclusive of a thirty (30) minute duty free lunch period. No later than the start of the 2023-24 school year, all work sites will have 30 minutes of student/patron time before and after the student day. All employees shall be provided with planning, preparation, or conference time. Elementary teachers (K-5) shall be provided with an average of at least a sixty-five (65) minute planning, preparation, or conference time per day. Thirty (30) minutes of planning, preparation, and conference time shall be continuous and shall be available to elementary teachers (K-5) prior to the scheduled arrival of students. An additional thirty-five (35) minutes of planning time shall be provided within the student day. Middle school (6-7) teachers shall be provided with a planning, preparation, or conference period per scheduled day; junior high school teachers (8-9) shall be provided with a planning, preparation, or conference period per day; and high school teachers (10-12) shall be provided with at least a planning, preparation, or conference period per day. Elementary employees shall not be responsible for bus duty.

When buying out the planning period of an employee, the buyout will be calculated at 0.2 FTE of their base contract.

Planning, preparation, or conference time (or period) shall be duty time and staff members are expected to utilize this time for lesson preparation, student, staff, or parent conferences, or other professional activities.

8.3 Class Coverage. Each building will develop with its Instructional Leadership Team a system for class coverage assignments. All employees covering a class resulting in lost planning time will be

compensated at per diem for the actual time worked except that minutes shall be calculated by rounding up to the nearest five-minute interval.

Specialists and TOSAs, as well as ELL and Title/LAP staff, may be assigned to cover a full day of classes as a last resort, paid at 50% of the daily substitute rate.

The building coverage system will exclude counselors from class coverage.

When an elementary building coverage plan requires students be distributed amongst grade level teachers or specialists, the impacted teachers or specialists will receive a prorated share of the substitute rate. Grade level teams will determine the distribution of students.

8.4 Class Size. The following procedure shall be followed when an employee expresses a concern about their class size to the building principal.

- a. The employee, an Association representative and the building principal shall meet to attempt to reach a mutually agreeable solution to address the situation at the building level. It may be necessary to confer with other faculty members, other principals, or the superintendent.

- Reassign students and/or reconfigure classes in an effort to balance classes;
- Provide additional certificated staff to create a new section or form a split class;
- Provide additional classified staff assistance;
- Create additional sections;

The District must approve the hiring of staff and/or expenditure of any funds to offset the class size issue identified in 8.4.

- b. If, within 5 days of the original expression of concern, the employee and the principal are not able to reach a solution, the concern may be promptly referred to the superintendent. Within 5 days of said referral the superintendent shall respond with a suggested solution stating the basis for their decision.

- c. Class Size Goals:

K: 22 Students

1: 24 Students

2-3: 26 Students

4-5: 28 Students

6-7: 186 students per day in general classrooms, PE and Music no more than 210 per day (based on a 7 period day)

8-12: 155 students per day in general classrooms, PE and Music no more than 175 per day (based on a 6 period day)

Class size goal numbers are exclusive of supplemental contracts (ie: zero period, planning period buyout)

Industrial Arts, technology, and lab science classes will be limited by period rather than by day to the number of available safe and functional student work stations. Teachers in such classes shall bring their concerns to the building principal to discuss solutions.

d. Class Size Overload. Class Counts will be reviewed monthly (as reported to OSPI in the monthly enrollment count) starting in October and going through June. In the event class size goals are exceeded, \$75 per student per month will be provided until such time that class sizes fall below the class size limits in a subsequent monthly enrollment count to OSPI.

For each overloaded general education classroom in the elementary schools served by a specialist, that specialist will receive an amount equal to 1/8 of a classroom teacher's overload pay for each impacted month. Class counts, as reported to OSPI, will be used for this purpose.

Secondary Music teachers will have the option to request larger class sizes at their own discretion without triggering overload compensation.

If an individual class is ten (10) or more students over the corresponding class-size goal, or the employee has a total student workload impact of 20% more than the daily class-size goal, the appropriate district level administrator, the Association and the affected teacher will meet to discuss additional paraeducator assistance, release time, balancing class sizes within the building, additional staffing (certificated or classified), and/or compensation.

f. If the District fails to pass a levy or capital bond initiative, the District and Association agree to temporarily suspend section 8.4 class size language and will meet and discuss potential options for excessive class sizes. In the event a particular school building demonstrates the inability to provide classroom space to meet the needs of the class size goals listed above due to an unforeseen event that deems a classroom space unusable, this section shall not apply until classroom space can be addressed.

8.5 ESA Workload. The following procedure shall be followed when a faculty member believes their caseload is excessive:

- a. The employee expresses a concern about their caseload to their assigned supervisor.
- b. The employee, an Association representative, and the administrator shall meet to attempt to reach a mutually agreeable solution to address the situation. It may be necessary to confer with other faculty members, other administrators, or the superintendent.
 - Options to resolve caseload issues may include but are not limited to:
 - Provide additional certificated staff;
 - Provide additional classified staff assistance;
 - Provide additional compensation for time worked beyond the regular work day;
 - Reassign students.
- c. If, within 5 days of the original expression of concern, the employee and the administrator are not able to reach a solution, the concern may be promptly referred to the superintendent. Within 5 days of said referral, the superintendent shall respond with a suggested solution stating the basis for their decision.
- d. If the District requires a specific ESA to obtain a license above and beyond the Washington State Certificate, upon submission of proof of payment and the appropriate

request form, the ESA will be reimbursed for the actual cost of the license and its annual renewal.

8.6 Leaving School Premises. Employees may leave the school premises during the work day only with the expressed prior approval of their principal or immediate administrator or designee, unless otherwise provided in this Agreement. This provision shall not apply to the duty free lunch period nor when an emergency prevents compliance. In such an emergency, the employee will notify the building administrator or designee directly, if possible, or through another certificated employee or office staff.

8.7 Lesson Plans. Employees shall have readily available at the building lesson plans setting forth material to be covered. Such lesson plans shall be available for review by appropriate administrators and for use by substitutes.

8.8 Non-Teaching Duties. Certificated employees shall accept reasonable and equitably distributed non-teaching duties when assigned, when the District deems such duties necessary for the proper functioning of the school, unless otherwise provided in this Agreement. Non-teaching duties will be assigned by the building principal. The district shall not require certificated employees to cover recess duty. Certificated employees may, however, volunteer for recess duty and will receive compensatory time off.

8.9 Adjustment in School Day. In the event of an adjustment in the school day due to inclement weather, employees shall be required to be at work one-half hour before school begins until one-half hour after school is dismissed or until all buses have departed. Employees who do not report to work because of inclement weather on days when school is held, or who report late, may utilize accumulated sick leave for the time they are absent.

Employees who cannot report for work because of inclement weather shall notify the District as early as possible.

8.10 Student Release Days. All student release days will be scheduled on the calendar during the bargaining process.

The last two days of the first semester at the secondary level (grades 6-12) shall be a student release day. An additional student release day for secondary shall be scheduled in June. Student release days shall be scheduled at the elementary level one week prior to report card due dates at the end of each semester. The remainder of the work day after students have been dismissed shall be worked either remotely or in-district solely at the discretion of the employee.

Staff will be allowed to leave on the early release day before the Thanksgiving holiday, the day before the Winter Break, and the last day of school as soon as all students have been released and have left the campus. Personal leave days or sick leave days requested and taken on any of the three aforementioned days will be deducted as a full day.

The District will schedule the maximum number of Late Start Monday Professional Learning sessions as possible while maintaining statutory requirements for instructional minutes. Each of those Monday sessions will be scheduled as a 60 minute late arrival for students. The focus and planning of this professional collaboration time will be developed by each Instructional Leadership Team, based upon the School Strategic Plan.

8.11 Part-Time Employees. If not already scheduled to work, part-time employees will have the option to work full time on all student release days. Additional hours under this section past the employees FTE shall be paid at the employee's hourly per diem.

8.12 Elementary Conferences. Three full days shall be scheduled in the fall, and one early release day and two full days shall be scheduled in the spring in order for employees to complete parent teacher conferences.

8.13 Class Scheduling. Each building shall make every effort to post a preliminary or draft master schedule one week prior to the closing day of school.

8.14 Calendar. The normal student calendar shall be developed using the following formulas for key dates. If calendar anomalies occur in any given year, the parties will discuss alternatives. The parties will work to finalize and publish a student calendar for each year of the contract duration within 90 days after ratification of the agreement. In the final year of the agreement, no later than February 1st, the student calendar shall be finalized for the following year.

- a. First day of school – The first Thursday in September, or the Wednesday after Labor Day, whichever is earlier.
- b. Winter Break. At least 10 week-days, ending after New Year's Day. If New Year's Day falls or is observed on a Monday, students will return to school on the next day (Tuesday).
- c. Mid-winter Break. President's Day, and the preceding Friday.
- d. Spring Break. Five days, scheduled for the first week of April.
- e. Snow (or other district closure) Make-up Days. One make-up day will be scheduled within the school year. Additional make-up days may be added to the end of the school calendar as necessary.
- f. Holidays. Labor Day (when school begins before this day in September), Veteran's Day (November), Thanksgiving Day (November), the day after Thanksgiving, Martin Luther King Jr. Day (January), President's Day (February), Memorial Day (May), the Friday before Memorial Day and Juneteenth.
- g. Student Release Days. As identified in Article 8.10 in the Agreement.

8.15 Kindergarten. Kindergarten teachers shall utilize the first three days of the school year to conference with parents and students in conjunction with State or District required assessment of students followed by two days of modified schedules to support the kindergarten student transition. Kindergarten teachers will also receive the option of one (1) release day or one (1) day of per diem pay for completion of the additional work required by such assessment.

8.16 Employee Notice of New Student. When possible, twenty-four (24) hours notice shall be provided to impacted district employees prior to a new student's placement in a classroom.

ARTICLE 9 - ACADEMIC FREEDOM AND RESPONSIBILITY

9.1 Academic Freedom is encouraged by the District in the study, investigation, presentation, and interpretation of facts and ideas within the parameters of District, State Board of Education, and State Superintendent of Public Instruction policies, regulations, and guides relative to curriculum and instruction. Accordingly, the District encourages the free and orderly flow and examination of ideas so

that students may gain the skills to gather and arrange facts, discriminate between facts and opinions, discuss differing viewpoints, analyze problems, and draw conclusions.

9.2 Certified employees shall be deemed competent to assist in defining the curriculum in conformity with the policies and the rules and regulations of the District--especially those certificated employees involved in the Instructional Materials Committee and in textbook and instructional material selection recommendations--and in accordance with the laws of the State of Washington, the regulations of the State Superintendent of Public Instruction.

9.3 In applying the principles of academic freedom, the certificated employee shall utilize the approved course of study and adhere to the following principles:

- a. A commitment to the democratic tradition as a way of life
- b. A concern for the welfare, growth and development of children
- c. An insistence upon objective scholarship

9.4 Employees shall be deemed competent to utilize technology for academic research and shall be provided with the least restrictive use possible in using internet filtering software. In order to ensure that employees have uninterrupted academic access to technology, the District agrees to communicate all changes in technology prior to occurrence whenever possible.

ARTICLE 10 - EVALUATION

10.1 Introduction. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process will be implemented collaboratively between the evaluator and the employee. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. Within the instructional framework employees will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge. The evaluation system shall be used in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110.

The evaluation system must:

- a. be meaningful, helpful, and objective;
- b. encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;
- c. provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
- d. encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations by recognizing the importance of objective standards and minimizing subjectivity.

10.2 Guiding Principles.

- a. The primary goal of any system of evaluation is to acknowledge good professional practice, improve professional practice where necessary, and promote employee and student growth.
- b. Accurate evaluation requires trained observers using a research-based instructional framework who make accurate assessments of practice based on evidence.

- c. The value of accurate assessments of practice is to shape the conversations that lead to improved practice.
- d. Embedded in the instructional framework (CEL 5D+) is a system for growth in teaching practice.
- e. Reliability and validity of the instructional framework relies on implementation of the full framework rather than individual components/indicators. While evaluators must adhere to the requirements to derive a criterion score, evaluators who want to impact employee and student growth should put most of their energy into those parts of the evaluation process that can yield real benefits for employees and students: accurate assessment of practice on the instructional framework, and the use of that information to promote professional growth.
- f. It is imperative to remain in the formative mindset until the final summative rating is determined.

10.3 Definitions.

- a. *Artifacts* means any products generated, developed or used as potential evidence in the employee's evaluation.
- b. *Classroom teacher* and *teacher* mean an employee who provides academically focused instruction to students. The term "classroom teacher" does not include ESAs, counselors, librarians, media specialists, instructional coaches, curriculum specialists, and other employees who do not work with regularly recurring and specifically defined groups of students.
- c. *ESA / Support Personnel* means an employee who provides services to students and holds one or more of the educational staff associate certificates or works as a counselor, librarian, media specialist, instructional coach, curriculum specialist, behavior support specialist, or other employees who do not work with regularly recurring and specifically defined groups of students.
- d. *Days* means calendar days unless specified otherwise.
- e. *Evaluation* means the ongoing process of identifying, gathering, and using information to improve professional performance, assess total job effectiveness, and make personnel decisions.
- f. *Evaluator* means the principal or designee. Such designee shall not be a member of the bargaining unit.
- g. *Evidence* means observed practice, conversations, products or results of an employee's work that demonstrates knowledge and skills of the employee with respect to their professional practice.
- h. *Instructional framework* means CEL 5D+, the approved instructional framework adopted by the District.
- i. *Observe* or *observation* means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence and artifacts of the performance of assigned duties for the purpose of examining evidence over time against the appropriate framework / evaluation tool.
- j. *Plan of Improvement* means a specific and reasonable program designed to assist the employee in improving performance in specific areas of performance identified as deficient. It shall include the specific ways in which the employee is to improve and the types of assistance that may be provided by the district.

- k. *Probation* means a program of remediation assistance (which shall include a Plan of Improvement), required by State law, for employees who have not met minimum evaluation criteria. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in areas of deficiency.
- l. *Provisional Employee* means any beginning employee who has not yet successfully completed three (3) years of employment within a single school district, or at least two years in one district, and one additional year in another district. Provisional status also applies to any experienced employee new to the District during the first year of employment. A beginning employee may be removed from provisional status by the Superintendent if one of the top two evaluation ratings is received in the second year of employment.
- m. *Scoring band* means the adopted range of scores used to determine the final summative score for a certificated classroom teacher.
- n. *Student growth* means the change in student achievement between two points in time in the same school year.
- o. *Student growth data* means relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools.
- p. *Summative performance ratings* means the four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.

10.4 General Procedures. Employees shall be evaluated during each school year in accordance with the procedures and criteria appropriate to the employee's position and option as set forth herein. Each employee, by the end of September or within thirty (30) days of employment for employees hired after the start of the school year, shall be made aware of the evaluation form to be used, shall be told who the evaluator will be, and shall be apprised of the specific criteria and procedures upon which the employee will be evaluated. An employee may appeal through the grievance procedure any violation of the evaluation procedure.

- a. The purpose of evaluation is to promote professional growth and effective educational practice. Observations shall be conducted openly and with the knowledge of the employee and shall be documented on the appropriate report forms. In addition to those observations specifically set forth herein, principals and other supervisors may make observations at any time during the school year. Employees shall be evaluated according to the evaluation criteria and procedures of either the Comprehensive or Focused evaluation for classroom teachers, or the Evaluation Form for ESAs/Support Personnel.
- b. Within each school, employees working at least half-time shall be evaluated by one evaluator. The District shall determine responsibility for evaluation of employees not regularly assigned to any school. The administrator responsible for the evaluation shall sign the completed evaluation.
- c. All evaluators must be trained in the relevant evaluation system and procedures prior to evaluating employees. To evaluate classroom teachers, training in the CEL 5D+ Instructional Framework is required.
- d. Prior to being evaluated under this agreement, the District shall provide all employees with relevant professional learning opportunities on the instructional framework and evaluation systems.

- e. The employee will sign the Final Evaluation Report and receive a copy. The signature indicates receipt but does not imply agreement with its contents. The employee may attach any written comments to the final annual evaluation report.
- f. The evaluation conference shall not be used as a formal meeting to issue a formal written reprimand or penalize an employee.
- g. Matters concerning evaluation or non-renewal of provisional employees shall not be subject to the grievance procedure except that failure to follow the timelines and procedural requirements provided in this Article shall be subject to the grievance and arbitration procedure.

10.5 Classroom Teacher Evaluation. This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction.

10.5.1 State Criteria, Framework, and Scoring.

- a. State Criteria: The state evaluation criteria for classroom teachers are:
 - i. Centering instruction on high expectations for student achievement,
 - ii. Demonstrating effective teaching practices,
 - iii. Recognizing individual student learning needs and developing strategies to address those needs,
 - iv. Providing clear and intentional focus on subject matter content and curriculum,
 - v. Fostering and managing a safe, positive learning environment,
 - vi. Using multiple data elements to modify instruction and improve student learning,
 - vii. Communicating and collaborating with parents and the school community, and
 - viii. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.
- b. Instructional Framework: The parties have agreed to use the CEL 5D+ instructional framework. Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement. All evaluators will be trained on the CEL 5D+ instructional framework prior to evaluating classroom teachers.
- c. Criterion Performance Scoring
 - i. Utilizing a Scoring Matrix
 - 1. Gather evidence from observed practice, artifacts, coded script, answers to wonderings, trends, student work, conversations with the teacher, the teacher's self-assessment or other evidence relevant to the framework.
 - 2. Make a determination for each indicator/component based upon the preponderance of evidence and its probable truth/accuracy, not the amount of evidence.
 - 3. Enter the score for each indicator/component in the matrix.
 - 4. If the criterion score is not clear, reflect on the evidence in order to determine an informed professional judgment to select the criterion level score.
 - ii. Summative Performance Rating: A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria listed in Section 10.5.1 A. The overall summative score is determined by totaling the eight (8) criterion level scores as follows:

- 8-14—Unsatisfactory- (Level 1)
 - 15-21—Basic- (Level 2)
 - 22-28—Proficient- (Level 3)
 - 29-32—Distinguished- (Level 4)
- d. Student Growth Criterion Score
- i. Five (5) components designated as student growth components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators shall add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 - 5-12 - Low
 - 13-17 - Average
 - 18-20 - High
 - ii. Student growth data will be taken from multiple sources and must be appropriate and relevant to the teacher’s assignment. It will include teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher’s student growth criterion score.
 - iii. If a teacher receives a Level 4 – Distinguished summative score and a Low student growth score, they will automatically be moved to the Level 3 – Proficient level for their summative score. If a teacher receives a Level 1 – Unsatisfactory on any of the five student growth components, it will trigger the student growth inquiry plan
- e. Student Growth Inquiry
- Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:
- i. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
 - ii. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
 - iii. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
 - iv. Create and implement a professional development plan to address student growth areas.

10.5.2 Procedural Components of Evaluation.

- a. Teacher Self-Assessment: Prior to the initial evaluation conference, the teacher will complete a Self-Assessment form. No teacher will be required to share the Self-Assessment form with their evaluator.
- b. Observations
 - i. Input gathered from a participant other than the evaluator from a “walk through” shall not be used in evaluation.

- ii. Observations do not have to be in the classroom. Department or collegial meetings may be used for observations.
 - 1. New employees must be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of the new employee's employment period.
 - 2. Third year provisional employees must be observed at least three (3) times in the performance of their duties. The total observation time for the school year must not be less than ninety (90) minutes.
 - 3. All observations created in e-Val will be shared with the employee within 3 working days of the observation.
 - 4. The final observation shall occur prior to May 1.
- iii. Any time after an observation a teacher may request a post-observation conference to discuss the observation.
- c. Transferred Employee: If any employee is transferred after ninety (90) days service within the school year to another position not under the supervisor's jurisdiction, the evaluation shall be completed by the initial evaluator before the time of such transfer.
- d. Resigned or Terminated Employee: If an employee resigns or is terminated, a final evaluation shall be completed, where possible, prior to the employee's final date of employment.
- e. Record-Keeping: Observations will be completed using e-Val. Final evaluations will be printed, signed by evaluator and evaluatee, and original document sent to HR to be placed in the employee's file.
- f. Electronic Monitoring: All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class or meeting unless requested by the teacher and agreed to by the evaluator.

10.5.3 Comprehensive Evaluation. During each school year each classroom teacher shall be observed for the purpose of evaluation at least twice in the performance of assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. An employee may opt to schedule one (1) such observation in order that such employee may inform the evaluator of the objectives of the lesson and methods and materials to be used.

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every six years.

- a. Pre-Observation Conference: An initial conference can be requested by either party prior to an observation. The teacher and evaluator will mutually agree when to conference. The purpose of the conference shall include but is not limited to a discussion of the employee's goals, curriculum content, strategies, and possible observable evidence.
- b. Final Evaluation Conference
 - i. No later than May 5 the evaluator and teacher shall meet to discuss the teacher's final score. The final score, including the student growth score, must be determined by an analysis of evidence. The teacher has the right to provide additional evidence for each criterion to be scored no later than May 10.

- ii. All evidence, measures and observations used in developing the final evaluation score must be a product of the school year in which the evaluation is conducted.

10.5.4 Focused Evaluation. The Focused Evaluation includes evaluation of one of the eight state criteria. During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of the employee's assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting. Total observation time for each classroom teacher for each school year shall not be less than sixty (60) minutes. An employee may opt to schedule one (1) such observation in order that such employee may inform the evaluator of the objectives of the lesson and methods and materials to be used.

If a non-provisional teacher has scored at Proficient or higher the previous year, they may request to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur on or before December 15th.

- a. Criterion
 - i. The criterion area to be evaluated shall be proposed by the teacher by the end of October, or at the initial conference, and must be approved by the evaluator.
 - ii. Teachers may choose to be evaluated on any of the 8 state criterion. If the teacher chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth component(s) in criterion 3 or 6. If criterion 3, 6, or 8 is selected, the student growth component from the selected criterion shall be used.
 - iii. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom-based observation may not be required.
 - iv. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration may be initiated by the teacher(s) and no individual shall be required to work on a shared goal.
- b. Scoring
 - i. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative focused evaluation.
 - ii. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be granted by the evaluator.

10.6 Evaluation System for ESAs/Support Personnel. *ESA/Support Personnel* means an employee who provides services to students and holds one or more of the educational staff associate certificates or works as a counselor, librarian, media specialist, instructional coach, curriculum specialist, behavior support specialist, or other employees who do not work with regularly recurring and specifically defined groups of students.

10.6.1 Criterion and Scoring.

- a. Criterion
 - i. Centers services and supports on high expectations for student access and/or achievement.

- ii. Demonstrates timely and effective professional and /or instructional practices.
 - iii. Recognizes individual student needs and develops strategies to meet needs.
 - iv. Provides access to appropriate services and/or resources
 - v. Fosters and manages a positive learning/intervention/therapeutic environment
 - vi. Uses multiple data elements to inform and/or modify professional practice to support teaching and learning
 - vii. Communicates and collaborates with parents and the school community
 - viii. Demonstrates effective collaboration with colleagues and administrators about professional and/or instructional practices
- b. Criterion Performance Scoring
- i. Utilizing the Scoring Matrix
 1. Gather evidence from observed practice, artifacts, coded script, answers to wonderings, trends, student work, conversations with the employee.
 2. Make a determination for each indicator/component based upon the preponderance of evidence and its probable truth/accuracy, not the amount of evidence.
 3. Enter the score for each indicator/component in the matrix.
 4. If the criterion score is not clear, reflect on the evidence in order to determine an informed professional judgment to select the criterion level score.
 - ii. Summative Performance Rating: The employee shall receive a summative performance rating for each of the eight (8) criteria listed in 10.6.1a
The overall summative score is determined by totaling the eight (8) criterion level scores as follows:
 - 8-14 - Unsatisfactory (Level 1)
 - 15-21 - Basic (Level 2)
 - 22-28 - Proficient (Level 3)
 - 29-32 - Distinguished (Level 4)
- c. Observations
- i. Input gathered from a participant other than the evaluator from a “walk through” shall not be used in evaluation.
 - ii. Observations do not have to be in the employee’s primary work location. Department, staff, or collegial meetings may be used for observations.
 1. New employees must be observed at least once for a total observation time of thirty (30) minutes during the first ninety (90) calendar days of the new employee’s employment period.
 2. Third year provisional employees must be observed at least three (3) times in the performance of their duties. The total observation time for the school year must not be less than ninety (90) minutes.
 3. The final observation shall occur prior to May 1.
 - iii. Any time after an observation an employee may request a post-observation conference to discuss the observation
 1. Transferred Employee: If any employee is transferred after ninety (90) days service within the school year to another position not under the supervisor’s jurisdiction, the evaluation shall be completed by the initial evaluator before the time of such transfer.

2. Resigned or Terminated Employee: If an employee resigns or is terminated, a final evaluation shall be completed, where possible, prior to the employee's final date of employment.
3. Record-Keeping: Final evaluations will be printed, signed by evaluator and evaluatee, and original document sent to HR to be placed in the employee's file.
4. Electronic Monitoring: All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class unless requested by the employee and agreed to by the evaluator.
5. Pre-Observation Conference: An initial conference can be requested by either party prior to an observation. The employee and evaluator will mutually agree when to conference. The purpose of the conference shall include but is not limited to a discussion of the employee's goals, strategies, and possible observable evidence.
6. Final Evaluation Conference
 - a. No later than May 5 the evaluator and employee shall meet to discuss the employee's final score. The final score must be determined by an analysis of evidence. The employee has the right to provide additional evidence for each criterion to be scored no later than May 10.
 - b. All evidence, measures and observations used in developing the final evaluation score must be a product of the school year in which the evaluation is conducted.

ARTICLE 11 - PROBATION, TERMINATION AND NON-RENEWAL (NON-PROVISIONAL EMPLOYEES)

11.1 Employees who are evaluated "not satisfactory" shall be placed on probation. For employees on the comprehensive evaluation track "not satisfactory" will mean Level 1 (Unsatisfactory) for all teachers or Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five years of teaching experience and the Level 2 has been received two years in a row or two years within a consecutive three year period.

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

The establishment of a probationary period does not adversely affect the contract status of an employee.

11.2 Probation is a program of remediation assistance (which shall include a Plan of Improvement), required by State law, for employees who have not met minimum evaluation criteria. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in areas of deficiency.

11.3 Evaluator's Report. If at any time after October 15 an evaluator determines, on the basis of the evaluation criteria, that the performance of an employee is judged not satisfactory, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

- a. The evaluation report prepared pursuant to the provisions for evaluation provided elsewhere in this Agreement.
- b. A recommended specific and reasonable program (plan of improvement) designed to assist the employee in improving performance.

11.4 Probationary Period. If the Superintendent concurs with the evaluator's judgment that the performance of the employee is judged not satisfactory, the Superintendent shall place the employee in a probationary status. If this occurs, the Association shall be notified prior to the employee being placed on probation. The Superintendent shall notify the employee in writing of their probationary status. This notice shall contain:

- a. Specific areas of performance deficiency
- b. A probationary period of sixty school days shall be established. Days may be added if necessary to complete a plan of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.
- c. A statement indicating that the purpose of the probationary period is to provide the employee with an opportunity to demonstrate improvement in the employee's areas of deficiency and to offer the employee assistance and resources as may be utilized in the improvement of performance.
- d. A set of expectations delineating specific criteria that would constitute acceptable performance in the areas defined.

11.5 Within five (5) school days from the receipt of the probationary letter, the employee may request, and will be given, a meeting with the Superintendent. The meeting will be held within five (5) school days of receipt of the request from the employee.

11.6 Evaluation During the Probationary Period. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The evaluation form shall be used for documentation of evaluation reports during the probationary period.

11.6.1 During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment.

11.6.2 The evaluator may authorize one or more additional experienced evaluators to evaluate and aid the employee in improving areas of deficiency.

Should the evaluator not authorize such additional evaluator, the probationer may request an additional evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by the educational service district in which the school district is located and selected from a list of evaluation specialists compiled by the educational service district. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

The Association may make available to the employee, a recommended support person, from a pool of former principals, specifically trained to assist a teacher in areas of concern. The support person will not be a part of the evaluation or observation process.

11.6.3 The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than level 2. RCW 28A.405.100.

11.6.4 If a procedural error occurs in the implementation of a plan of improvement, the error does not invalidate the probationer's plan of improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

11.6.5 When a continuing contract employee with five or more years of experience receives a comprehensive summative evaluation performance rating of below level 2 for two consecutive years, the school district shall, within ten days of the completion of the second comprehensive summative evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.100.

Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and plan of improvement, the employee may be removed from the current assignment and placed into an alternative assignment for the remainder of the school year.

This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the district may, at its option, place the employee on paid leave for the balance of the contract term.

11.7 Removal from Probation. The employee will be removed from probation if they have demonstrated improvement that results in a new comprehensive summative evaluation performance rating of "satisfactory". "Satisfactory" will mean Level 2 (Basic), or higher, for employees with less than five years of experience or Level 3 (Proficient), or higher, if the employee is on a continuing contract with more than five years of teaching experience.

11.7.1 For the formative and summative track, the probationary employee may be removed from probation at any time if the employee has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in the employee's initial notice of deficiency and subsequently detailed in the specific improvement program.

11.8 Evaluator's Post-Probation Report. The evaluator shall submit a written report to the superintendent and the employee at the end of the probationary period. The report shall recommend one of the following to the superintendent:

- a. That the employee has demonstrated necessary improvement in the stated areas of deficiency to justify the removal of the probationary status.
- b. That the employee has not demonstrated necessary improvement in the stated areas of deficiency, and action should be taken to non-renew the employment contract of the employee.

All employees not otherwise notified shall be presumed to be employed for the subsequent school year.

11.9 Action by the Superintendent. Following a review of the Post-Probation Report, the Superintendent shall determine whether the employee is non-renewed.

In the event the Superintendent determines the employee's contract should not be renewed, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, notify the employee of non-renewal. Notification shall state the reasons for the determination of non-renewal. Procedures to be followed shall be as provided by law.

ARTICLE 12 - PROVISIONAL EMPLOYEES

12.1 During their first three years of employment, new certificated employees shall be provisional employees. If a certificated employee who is new to the District has taught at least two years in a school district in Washington previously, the employee shall be a provisional employee for one year. Each provisional employee within 30 days of employment shall be given a copy of the evaluation form to be used during the school year.

12.2 Said provisional employees shall be evaluated pursuant to the evaluation criteria established by the collective bargaining agreement.

12.3 During each school year all classroom teachers and certificated support personnel shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall be not less than sixty minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of their duties and the total observation time for the school year shall not be less than ninety minutes. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

12.4 Following each observation or series of observations, the principal or other evaluator shall promptly document the results of the observation(s) in writing, noting areas of deficiencies and some suggestions for improvement. A copy of the written observation shall be provided the provisional employee within three (3) days after it is prepared. Within five (5) days following receipt of the evaluation report, the provisional employee may request a confidential conference with the responsible evaluator for the purpose of reviewing the evaluation report. Such conference shall take place within fifteen (15) days thereafter, unless postponed by mutual consent or due to extenuating circumstances such as illness or absence. The evaluation conference shall not be used as a formal meeting to issue a formal written reprimand or penalize an employee. Within five (5) days of the conference, the provisional employee may submit signed comments which shall be attached to the report in the employee's personnel file.

12.5 In addition to the observations and evaluations required, principals and other supervisors may make observations at any time during the school year.

12.6 If a provisional employee is transferred after ninety (90) days service within the school year to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.

12.7 Notice of non-renewal shall be given by May 15 for provisional employees hired prior to December 1 and no later than twenty-five (25) days prior to the end of the provisional year for employees hired after December 1.

12.8 Matters concerning evaluation or non-renewal of provisional employees shall not be subject to the grievance procedure except that failure to follow the timelines provided in this Article shall be subject to the grievance and arbitration procedure.

12.9 The District agrees to hold the Association harmless from any actions brought against the Association for wrongful compliance with this Article should this Article be determined to be unlawful.

ARTICLE 13 - EMPLOYEE STAFF REDUCTION

13.1 General. In the event the District adopts a reduced educational program by reason of financial necessity, including but not limited to, levy failure or decreased state support, certificated employees who will be retained to implement the District's reduced or modified program and those certificated employees who will be laid off from employment or adversely affected in contract status shall be identified by using the provisions in this Article.

- a. The term "layoff" as used herein refers to action by the District to reduce the number of certificated employees in the District over and above attrition, and due to the following reasons:
 - Staff reduction necessitated by enrollment decline
 - Failure of a special levy election or other events resulting in a significant reduction in revenue
 - Discontinuation of a position(s), including those resulting from termination or reduction of funding of categorically funded projects

The term "layoff" does not refer to decisions to discharge or non-renew an individual certificated employee for cause.

- b. Layoff of certificated employees with valid contracts shall not be made during the school year. All layoffs shall commence at the end of the school year. In the event of layoff, the District shall provide written notice of non-renewal to all affected certificated employees on or before May 15 or if the omnibus appropriations act has not passed the legislature by May 15, then notification shall be no later than June 1. When possible, the Association shall be notified of anticipated layoffs not later than April 15, but in any case shall be notified not later than May 7.
- c. The District shall make an effort to secure additional funding. Prior to any reduction in staff, the District shall meet with the Association to discuss the reasons for the proposed staff reduction. At said meeting the District shall furnish the Association with all available relevant data concerning the District's current and proposed revenues and expenditures, and shall enter into collaborative discussion with the Association on possible alternatives to reduce or eliminate the need for staff reduction. Nothing in this provision shall prohibit the District from implementing a staff reduction.

13.2 Procedures.

a. Determination of Vacant Positions

The District shall determine, as accurately as possible, the total number of certificated staff known as of April 1 leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or non-renewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year. For the purposes of this section, a vacancy will mean those positions within the district that the district continues to fund. Vacancies available to an individual during a RIF are those positions for which the individual qualifies that are currently held by others with less seniority.

b. Certification

Possession of any certificate and/or endorsement required by law shall be a prerequisite for retention for the position(s) under consideration.

c. Employment Categories

The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions.

1. Elementary employees will be considered for retention in one category (K-5). Elementary employees shall include classroom teachers and elementary librarians, and specialists within elementary not specified in a K-12 category (i.e. ELL).
2. Secondary employees (6-12) will be considered for retention by subject matter categories. Examples include, but are not limited to, the following: Art, Business Education, English/Language Arts, Foreign Languages by individual language, Home and Family Life, Industrial Arts, Mathematics, Science, Social Studies.
3. Retention categories for Arts, Music, and PE, shall be K-12. For the purposes of this section, a vacancy will mean those positions within the district that the district continues to fund.
4. Other non-supervisory certificated employees will be considered for retention according to their specialties, which may include counselors, librarians (6-12), special education teachers, speech-language pathologist/audiologist, occupational therapist, physical therapist, social worker, behavior specialist, psychologist, nurse.

d. Retention by Employment Category

1. Each employee will be considered for retention in the employment category in the position held at the time of the implementation of these procedures. For the purpose of this paragraph, an employee is currently performing in any given category if one teaching period or more of such employee assignment is devoted to such category.
2. Additional categories. If an employee is not eligible to be retained in their primary category, the employee shall be considered for retention in any additional employment categories for which the employee is qualified as determined by transcripts and/or certificates on file with the District by November 1 of the school year in which the staff reduction takes place. In order to qualify for consideration in any additional category, the employee:
 - Must have had a minimum of one year of full time experience in such category. Employees who, by part time assignments, have

accumulated the equivalent of one (1) year of full-time experience satisfy the requirements of this paragraph; OR

- Must have a college major or endorsement in each such additional category; OR
- Must have at least three quarter hours of college credit in the fields of elementary reading, elementary language arts, or children's literature, and at least one college level course in at least three of the following six areas: elementary mathematics, elementary science, elementary social studies, elementary art, elementary music, or elementary health and physical education for a teaching position in kindergarten through grade 5.

e. Seniority

1. Seniority, within the meaning of this section, shall mean years of experience of the nature eligible for recognition by the District for salary purposes. In the event that ties exist, preference shall be given to years of experience in the District. If ties remain, preference shall be given to total education credits beyond the BA degree as computed by the District in accordance with placement on the salary schedule as of October 1 of the current school year. In the event ties still exist, preference shall be determined by lot by a disinterested third party.
2. The Superintendent or designee shall prepare a seniority list when needed containing the names of each employee ordered from the most senior to the least senior. The primary category and any known additional employment categories shall be identified adjacent to the name of each employee. The seniority list will be posted in each building and distributed to each employee with a notice inviting each employee to review the list for accuracy and to designate any additional categories for which the employee believes they are qualified in accordance with the criteria identified above. Any employee may, in writing, and within twenty (20) working days from the day the list is posted, file with the Superintendent or designee objections to the ranking order and/or category designations. The employee must include in the response a full statement of the facts supporting the objections. If the Superintendent or designee rejects the individual's request for modification, the rejection shall be in writing with a copy provided to the Association. An updated seniority list will be posted at each worksite with a notice inviting each employee to review the list for accuracy and to notify the Superintendent or designee within ten (10) working days of the posting of any objections to the ranking order and/or category designations. The employee shall be notified in writing of the action taken by the District on said appeal. An employee who does not file an objection to the updated seniority list waives any right they may otherwise have had to object to the ranking order or designation of employment category.

f. Selection Within Employment Categories

1. The reduced educational program adopted by the Board shall specify the staffing authorization of the District for the following school year and shall specify the number of employees to reduce through reduction in force necessary to provide for the District's educational program.
2. Employees shall be considered for retention in available positions within the categories for which they qualify under the criteria identified above. If there are

more qualified employees than available positions in a given category, seniority will determine who is retained with preference given to the more senior employee. Provisional certificated employees will be considered the same as other certificated employees regarding retention categories and seniority unless non-renewed for performance concerns. Certificated employees on a temporary leave replacement contract will not be eligible for retention or recall under these provisions. The selection process shall be implemented in the following manner:

- The most senior employee shall first be considered for retention. This employee shall be placed in the position for which the employee qualifies under the criteria specified above.
- The second most senior employee shall next be considered for retention in a similar manner, and so on until such time as there are no available positions for which the employee under consideration qualifies. In such event, the employee shall be terminated from employment and placed in an employment pool for recall in accordance with paragraph 13.3 (a) and (b) below.

g. Notification

All employees who are selected for termination under these procedures shall be notified of the same in accordance with statutory requirements.

h. Action by the District

The provisions of Section 13.2 above shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The District shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of affected employees.

13.3 Recall.

- a. Employment Pool. All employees who are not selected for retention shall be placed in an employment pool for recall. Open positions will be filled from qualified persons in the employment pool. Qualifications shall be determined under the selection criteria identified above. If more than one such employee is qualified for an open position, the most senior qualified person shall be preferred.
- b. Procedures for Filling Vacancies. Employment pool personnel shall keep the District advised of their current addresses. When a vacancy occurs for which any person in the employment pool qualifies, notification from the District shall be by certified or registered mail or by personal delivery. Such individual shall have forty-eight (48) hours (exclusive of weekends or holidays) from the date of receipt of said notification to accept the position. If the deadline occurs on the weekend or holiday, acceptance is timely if received during business hours on the following day which is neither a weekend day or a holiday. The individual in the employment pool shall be responsible for notifying the District of where they can be reached during the summer. An individual in the employment pool shall have the right to refuse the first position offered. However, if an individual in the employment pool fails to accept a second position which is equivalent to the position from which the person terminated, the individual shall be removed from the employment pool. Likewise, if the person does not receive timely notice of recall because of failure to keep the District informed of their current mailing address, the individual shall be dropped from the employment pool.
- c. When a certificated employee is recalled pursuant to the provisions of this paragraph, said employee shall be granted the experience, days of accumulated sick leave and

seniority accrued at the time of layoff. If during the period of layoff the certificated employee increased their educational training, then upon recall said employee shall have the additional training credited to them and such additional training shall be used to calculate said employee's position on the salary schedule. Also, if during the period of lay off the employee gains additional experience that meets the criteria set forth in 21.3, such experience will be used to calculate said employee's position on the salary schedule.

- d. While in the employment pool, a certificated employee may, at the employee's option, be continued in any fringe benefit program of the District provided said certificated employee reimburses the cost of the program to the District in advance by the first of each month.
- e. Certificated employees in the employment pool shall be given consideration in the District's day-to-day employment of substitutes.
- f. Dissolution of Employment Pool. The employment pool shall remain in existence until all employees in the pool have been reemployed or on the third September 1st immediately following the implementation of the reduction-in-force, whichever shall first occur.

ARTICLE 14 - ASSIGNMENT AND TRANSFER

All employees who change the physical location of their work assignment or are re-assigned for the majority of their assignment, will be granted two days of release time or two days of substitute pay to prepare. The district shall be responsible for moving materials and setting up all furniture in the newly assigned location if applicable.

14.1 Definitions.

- a. *Assignment* is the placement of an employee to a position within the bargaining unit. A position includes the grade level and/or subject taught, or specialty (e.g. special education or librarian) and the building in which the employee is stationed.
- b. *Reassignment* is a change in an employee's grade level (elementary) or subject area (secondary) within the same building.
- c. A *vacancy* is an open position requiring the addition of a staff member from outside the building.
- d. A *transfer* is a change from an employee's current building to a different building.
 - A voluntary transfer is one initiated by an employee request for a chance in building.
 - An involuntary transfer is an administratively initiated change in an employee's building assignment.
- e. Seniority for purposes of this article is the length of service in the District. In the event a tie exists between staff members, the ties will be broken by the following list of criteria in order:
 - 1. Total number of years teaching in state.
 - 2. Total years experience including out of state.
 - 3. Number of credit/clock hours toward placement on salary schedule.
 - 4. By lot.

14.2 Reassignment. Changes in assignments within a building may be made at the building level before a vacancy is declared. If two or more employees from within the same building request assignment to an open position within that building, the criteria listed in section 14.4B below will apply.

- a. Reasons for such reassignment will be communicated in writing to the staff involved.
- b. All reassignments will follow the involuntary transfer procedure unless agreed upon by both the district and the employee, except when reassignment is necessary due to the need for program improvement as determined by the building principal.

14.3 Posting of Vacancies.

- a. All vacancies will be posted on the district web site via a link to the District's online application system and will be sent to employees via email. The posting will contain a statement of the endorsements and the general qualifications pertaining to professional preparation and experience required for the position to be filled and special qualifications needed for extraordinary positions.
- b. The District recognizes the desirability of filling vacancies through voluntary transfer before hiring from outside the District. The District reserves the right to select in each case the best available candidate to fill a vacancy and may advertise vacancies outside the District simultaneously as it posts such vacancies within District, for a minimum of seven calendar days.

14.4 Voluntary Transfers.

- a. Employees who wish to transfer to a posted vacancy must apply for the position through the HRM+ system by clicking the "apply" button, but will not be required to complete the rest of the online application. This process must take place prior to the posted deadline. Upon submission, any in-district certificated employee will be interviewed.
- b. In the event of the need to transfer employees between buildings due to enrollment or program changes, positions would be posted in-district only. If more than one transfer request is received, the following criteria will be used to make the transfer:
 - Required certification/endorsements.
 - Comparative qualifications for the position, including such matters as:
 - the possession of needed specialized instructional skills (e.g. language proficiency)
 - training and experience in the level and/or subject matter of the position
 - Seniority
- c. In the event of no transfer requests, and should the district not have capacity to hire more staff, then an involuntary transfer due to enrollment or program changes may be made by the district based on program qualifications and certification/highly qualified requirements.

14.5 Involuntary Transfers. The District shall consider volunteers prior to filling any position by means of involuntary transfer.

- In the event that it becomes necessary to make an involuntary transfer, the least senior employee will be transferred, provided that academic program requirements can be met and that the least senior employee has the endorsement and qualifications required and necessary to succeed in the position.

- Notice of an involuntary transfer will include the employee's new transfer assignment and will be given to the affected employee as soon as such a decision is made. The employee may request a meeting to discuss the transfer and their selection as the employee transferred.

14.6 New School Openings and Grade Reconfigurations. When new schools are opened or grade level reconfigurations take place, the Association and District will discuss staffing needs and procedures.

ARTICLE 15 - JOB SHARE

15.1 Job share shall refer to two (2) current employees sharing one (1) full-time position.

15.2 Job sharing is voluntary on the part of the participants.

15.3 The Superintendent or their designee shall make the final decision on who shall be approved for job sharing and the applicants shall be notified in a timely manner.

15.4 Employees desiring to job share shall submit a letter of interest via email to the Human Resources Department by May 1 requesting job sharing which must contain provisions addressing the following areas:

- Division of teaching, specialized tasks and/or subject.
- How the following responsibilities will be covered:
 - Faculty meetings
 - parent conferences
 - field trips
 - staff development
 - in-service
 - open house
 - special reports
- Division of time: i.e. a.m., p.m.; 2 ½ days, 2/1/2 days, 60%-40%, etc.
- The communications system which will be utilized between:
 - the job sharing participants
 - the participants and the principal
 - the participants and parents, and
 - the participants and other teachers and staff

15.5 Job share participants will qualify for salary experience advancement, sick leave, seniority, and other benefits on a pro rata basis. Retirement calculation shall be consistent with regulations of the Washington State Teachers Retirement System.

15.6 Should job share participants wish to continue for the next school year, they shall request an extension of their part-time leave and indicate their desire to continue job sharing.

15.7 Should any participant desire to return to full-time for the next school year, or if the job share is discontinued, notification shall be submitted via email to the Human Resources Department by May 1. In such case, the employee will be assigned to the position they occupied before the leave. If that position no longer exists, the employee will be assigned to a position of equivalent nature. The remaining employee may seek another job share or return to full time.

15.8 Should a job share participant resign or take a full time leave of absence prior to or during the school year, the job share situation will be handled as follows:

- a. The District will offer full-time employment to remaining job sharer.
- b. The District and the remaining job sharer will seek a compatible replacement, with the remaining job sharer working full-time until a replacement is found.

ARTICLE 16 - STUDENT DISCIPLINE

16.1 In the maintenance of a sound learning environment, the employee and the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently. Such discipline shall be consistent with applicable federal and state laws, and District policies.

16.2 The District shall provide prompt assistance and support to employees in connection with discipline problems relating to students. A building administrator shall be available to staff during working hours in order to provide assistance and support in discipline cases. When a certificated employee agrees to act as a principal designee for a full contracted day, the employee will receive \$50.

16.3 Employees may use prudent disciplinary measures for the safety and well-being of students and employees, consistent with IEP's where applicable. The employee may exercise reasonable and prudent use of physical intervention to prevent harm to a student or to the employee. Only employees trained by the district in use of physical restraint (and holding valid certification) may exercise use of such training.

16.4 An employee may immediately remove a student from a class/subject if the teacher believes that the student poses an immediate and continuing danger to themselves or others, or an immediate/continuing substantial disruption of the class/subject or educational process of the school. The removal shall continue for all or any portion of the balance of the school day or until the principal or immediate supervisor and the employee have conferred, whichever occurs first; provided that in no event without the consent of the employee shall an excluded student be returned during the balance of that class or activity period. The employee who removed the student shall be notified of the action the administrator has taken or initiated prior to the student returning to class. Serious student behavior issues shall be placed in the student's electronic record.

16.5 Employees will be notified in an appropriate manner of students who are known to have exhibited serious assaultive behavior prior to their admittance to their classrooms, without revealing specific information regarding criminal histories or specifically protected private information. This information will be treated as strictly confidential. Non-resident students expelled from other school districts for possession of weapons will not be admitted to Fife School District during the same academic year, unless a court order mandates such admission.

16.6 Possession or use of weapons, explosives, illegal knives, or other items capable of producing bodily harm is prohibited. The normal penalty is expulsion for possession or use of any weapons or dangerous devices, including those items listed as deadly weapons in RCW 9A.04.110 or local ordinances.

16.7 An employee shall have the right to request a reevaluation of a student with disabilities placement if the situation is perceived as untenable, or if the student's disruptive behavior significantly impairs the education of other students. The impacted certificated employee shall be included in the reevaluation meetings.

16.8 The District and Association shall convene a student discipline committee comprised of one employee from each school, selected by the Association President, and representatives selected by the District. The joint committee will meet during the 2022-23 school year to review and, if needed, recommend revisions to the District wide disciplinary practices and procedures by June 1, 2023 for implementation no later than the start of the 2023-24 school year. The committee will develop a plan which will include information and potential training regarding new discipline and exclusion practices to be presented to staff no later than the start of the 2023-24 school year.

The committee will review alternatives to classroom exclusion, options for students needing additional behavior supports, staff safety concerns, and tiers of intervention supports designed to keep students engaged in the classroom in addition to other items by mutual agreement.

Participating employees will be compensated a professional rate for committee meetings outside the work day. The District will pay for the cost of substitutes if meetings are held during the work day.

On or before October 1 of each school year, each building principal and their teaching staff shall meet to revise and/or review building and District disciplinary standards, including special education suspension and disciplinary guidelines, as well as the uniform enforcement of those standards. Building discipline policies shall be reviewed twice per year and additional training on handling severe behavior problems will occur.

ARTICLE 17 - SAFE WORKING CONDITIONS

17.1 Employees shall not be expected to work, teach or supervise students in a room or area where such work would likely result in physical harm to said employee(s). Said work shall be conducted only in facilities where air quality, ventilation rate as measured by CO2 levels, temperature, ventilation, lighting, humidity, water supply, sound level, and other physical conditions are hygienic and meet local, state, and federal statutes and regulations and shall meet or exceed prevailing health and safety standards, defined ASHRAE standards and guidelines as well as guidelines stated in the most current Health and Safety Guide for K-12 Schools in Washington (Joint publication of the Washington State Department of Health and OSPI). Certificated employees shall promptly report any safety hazards or unsafe conditions to the building administrator or immediate supervisor and such matter shall be addressed in a timely manner.

17.2 Facilities will be maintained in a way that meets environmental health and safety standards. Appropriate building inspections shall occur when concerns arise or absent concerns, once each year to test water, lead, air quality, and inspect for mold. Results of testing shall be published to the building staff and a summary of test results will be published and maintained on the District webpage. Problems will be addressed in an appropriate and timely manner.

ARTICLE 18 - SUBSTITUTES

18.1 The District recognizes the Association as the representative of all substitutes who, during the prior school year, were employed by the District for twenty consecutive days in the same position. Covered substitutes shall be subject only to the following contractual terms:

- a. EVALUATION - The District will establish an evaluation process for covered substitutes and will evaluate those substitutes who request it.
- b. COMMUNICATION - The District will establish a substitute teacher mailbox in each building to collect in-district mail.
- c. JOB POSTINGS - The District will provide each covered substitute with a written explanation of the District's practices regarding notice and posting of job openings.
- d. SALARY - The daily rate of pay for covered substitutes shall be equal to 60% of the daily base per diem pay at BA-0, step 0, (rounded up to the nearest dollar) and that rate will be monitored by the Human Resources office for competitiveness. Beginning with the 20th consecutive day of employment in one continuous assignment, the substitute's rate shall equal their placement on the current salary schedule. Placement will be made after receipt of the required paperwork as outlined in Articles 20.3 and 20.4 of this agreement. In an effort to recruit and retain quality substitute teachers, retired Fife teachers who return as substitutes will be paid 68% of the daily base per diem pay at BA-0, step 0 (rounded up to the nearest dollar).
- e. OTHER CONTRACTUAL PROVISIONS - The following contract provisions shall apply to covered substitute teachers: Article 5 - No Strike/Lockout; Article 6 - Fair Employment; Article 7 - Grievance Procedure; Article 8.5 Leaving School Premises; Article 9.1 and 9.3 - Academic Freedom and Responsibility; Article 14 - Personnel Files; Article 16 - Student Discipline except 16.7; Article 22.1 - Staff Protection; Article 28 - Printing and Distribution of Contract; Article 29 - Duration; and Article 31 - Reopener and Savings Clause.
- f. WORK DAY - The length of the normal work day shall be seven (7) hours, exclusive of a thirty (30) minute duty free lunch period. Long-term substitute teachers shall be entitled to planning time as per Article 8.2. Substitutes not on long-term status who are asked to cover a class will not receive additional compensation for that coverage. Substitutes who are called in to work for less than a half-day, will be paid for a half- day. Substitutes called into work between a half-day and a full day will be paid for a full day.

When a substitute is deployed in error by the District, the substitute will have the option of working and being paid for one hour, or leaving and not be paid. In the event a substitute arrives late or leaves early of their own accord, or is not present at the assigned time due to misunderstanding the work schedule or other personal reasons, they will not receive pay unless the building is in a situation where they need a substitute for that day.

- g. Substitutes shall have access to professional staff facilities within the building in which substituting (i.e. lounge, restrooms, etc.)
- h. HIRING – Upon request, leave replacement substitutes will be given an interview for appropriate, subsequent openings.

ARTICLE 19 - SPECIAL EDUCATION/SPECIAL NEEDS/INCLUSION

19.1 The District and the Association recognize the right of all students to a free and appropriate public education provided in the least restrictive environment and in an environment that allows students to be educated to the maximum extent possible with their same-age peers.

19.2 Special education students' IEPs identify the services to be provided. The success of special education students depends on cooperation and communication among staff members. Prior to the special education student's placement in the classroom, the classroom teacher shall be provided with all available information regarding the student's special needs.

19.3 The classroom teacher will be provided an opportunity to be involved in the development, implementation and assessment of progress toward IEP goals for special education students placed in that teacher's classroom. The District will assure that the teacher has access to the IEP and other relevant file contents, subject to laws governing confidentiality of special education records. The District will provide the teacher with a copy of the IEP goals. The District will provide the classroom teacher relevant and appropriate information about special education students new to the District.

19.4 The teacher may at any time request a meeting of the IEP committee to reevaluate the placement of a special education student.

19.5 The District will provide resources, including inservice/training, to assist the classroom teacher in addressing the special needs of students placed in the employee's classroom.

19.6 The District will prepare and distribute a special needs student handbook which will delineate the responsibilities of special education certificated staff, support staff, and regular classroom teachers to special education students and special needs students. In addition, the handbook will cover District policies and procedures for IEP's, MDT's, referrals, assignments, student transfers, and appeals.

19.7 Within fiscal limitations, each building staff shall be given an opportunity to participate in the determination of the special services delivery models they will use in delivering services to the special education/special needs students at their site. Opportunities will be provided to share research, examine special education program options, and share other information and resources needed to make informed decisions in the best interest of students.

19.8 IEP/WA-AIM Planning Time/Caseloads.

- a. The district shall provide 8 days of IEP planning time, (56 hours) paid at per diem, submitted on a timesheet for tasks performed outside the regular work day, for all Special Education teachers, OT/PT and SLPs for the purpose of developing IEPs, FBAs, BIPs and/or preparation of WA-AIM. Part-time employees shall receive a prorated amount of time according to their FTE rounded up to the nearest half day.
- b. Special Education teacher who is assigned 30-34 or more IEPs as case manager shall receive an additional day of per diem pay and another IEP day for each increment of five (5) additional IEPs (35-39, 40-44, etc). A SLP who exceeds a caseload goal of 45 students or an OT/PT who exceeds a caseload goal of 30 students shall receive two (2) hours each month, paid at per diem, for every student over the goal. There will be no carry over of days from one school year to the next.
OT, PT, and SLPs have caseloads which may include a combination of related, direct, and supplemental services. Students receiving only supplemental services will not be counted in caseload maximums.

- c. Employees may choose to utilize up to 16 release days, depending on caseload as indicated in 19.8(b), in place of the paid per diem days. Release days for writing IEPs or WA-AIM work may be used in half or whole day increments only. Any combination of release time and/or compensation shall be acceptable with each per diem day equivalent to two release days. Employees may complete the IEP planning time by working on or off site on dates scheduled by the employee with no less than 72 hours notice provided to the appropriate administrator. Supervisors may limit off site release work for provisional and/or employees with identified performance concerns. If release days are worked on site, a designated private workspace shall be provided whenever possible, that includes the use of a computer.
- d. School Psychologists shall have a caseload goal of 67. They will be compensated \$50 for every evaluation over 67 in a calendar year and will receive 8 hours of per diem pay for each case above 73. (Caseload includes initial and re-evaluations, not transfers or referrals)
- e. Special Education Class Size / Caseload Goals:
- f.

Grade Level Self – Contained	Caseload/Class Size Maximum
Preschool:	no more than 10 with IEPs in a session
Elementary (K-5):	11
Secondary (6-12):	12
Grade Level Resource	Caseload Maximum
Elementary (K-5):	33
Secondary (6-12):	33

Class Counts will be reviewed monthly (as reported to OSPI in the monthly enrollment count) starting in October and going through June. In the event class size goals are exceeded, \$75 per student per month will be provided until such time that class sizes fall below the class size limits in a subsequent monthly enrollment count to OSPI.

19.9 Therapy Spaces. ESAs will have access to a closed, quiet, private space when testing or working with students. ESAs will have confidential access to a printer and secure filing.

PART 3 - SALARIES AND FRINGE BENEFITS

ARTICLE 20 - SALARIES AND SALARY SCHEDULES

20.1 Salaries shall be as provided in Appendix B made part of this Agreement. Employees shall be placed on the salary schedule based on their experience and education according to this Article, applicable state law and the Washington Administrative Code. If any provision in this article is in conflict with applicable state law or WAC's, the state law and/or WAC shall prevail.

20.2 Salary Deductions and Payments.

- a. Salary Deductions for Absences. All absences, except as otherwise provided in this Agreement, shall be deducted from salary. Deductions shall be figured on the basis of 1/180 of the basic salary, except when the contract is for a longer or shorter period.
- b. Payment of Salary. During the school year, salary warrants/direct deposit earning statements shall be delivered to employees via Employee Access in Skyward on the last day of the month. For those who do not receive their information via Employee Access

during the summer, warrants/direct deposit earning statements shall be forwarded to the employee in one of the following ways, at the employee's option.

- Mail to employee
 - Hold at the business office to be picked up by the employee.
 - Warrants/direct deposit earning statement not picked up by the end of the working day will be mailed to the employee's address of record.
- c. Early Payoff. Upon application, employees retiring from the teaching profession shall receive the balance of their salary payments on the July payday during the year in which they retire. The District may elect to pay off any other employee at the time they leave the District. All deductions due for the remainder of the year for which this salary is paid shall be made at this time and appropriately transmitted by the District, along with fringe benefits due for this time period. At the request of the employee, the District shall continue to deduct insurance contributions due for the coverage month of July, August, and September and shall make its normal contribution for those months in the normal manner.
- d. Payroll Information. The employee shall be provided with an explanation of salary deductions and a record of salary deductions, accumulated sick leave, and status of teaching certificates.
- e. Payroll Errors. If an error in pay is found that would cause back pay for an employee or would cause the District to recoup pay from an employee, the District would only go back one year from the date of notification and verification of said error. In the event it is necessary to recoup funds from an employee, the District and the employee will work together to come up with an agreed upon payment plan.

20.3 Prior Service Credit (Experience Increments). Increments for experience will be in accordance with the salary schedule. Years of experience shall mean the number of years of full-time and part-time professional education employment whether in-state, out-of-state, or in a foreign country, as long as a certificate was required. Summer school, extended school year work and substitute days are credited as part-time professional education employment. Years of experience for substitute days are calculated by dividing the accumulated number of full-time substitute days by 180 and rounding to the nearest tenth. Partial substitute days are counted as part-time professional education employment by dividing the part of the day worked by the full day as determined by the District and rounded to the nearest tenth of a day [WAC 392-121-264].

Experience shall be recognized for the following:

- a. Employment in public or private preschools or elementary and secondary schools in positions which require certification;
- b. Employment in public or private vocational-technical schools, community/junior colleges, colleges, and universities in positions comparable to those which require certification in the common schools;
- c. Employment in an educational agency or institution in any professional position, including but not limited to, C.P.A., architect, business manager, physician, if employment is in an education agency or institution such as an ESD, OSPI, or United States Department of Education.

The traditional nine-month academic year is considered as one school year. No more than one year of experience for any twelve-month period [WAC 392-121-264] may be counted.

In the salary schedule placement of Certificated School Nurses, ESA-Certified Occupational Therapists, ESA-Certified Physical Therapists, and ESA-Certified Speech/Language Pathologists (formerly CDS's), Certificated School Nurses and ESAs shall receive credit for related job experience on a year-for-year basis, for experience in which a license was required.

During the 2022-23 school year, current certificated school nurses and ESAs may request the District re-examine their salary placement under the revised rules on or before November 5, 2022 and any resulting increases in salary shall be retroactive to the start of the school year.

20.4 Training Increments. All credits shall be recorded in terms of quarter hours. Semester hours shall be converted to quarter hours by multiplying semester hours by three (3) and dividing that product by two (2). All hours shall be credited according to transcripts as received from the registrar of the accredited school attended. It is the responsibility of the employee to keep an up-to-date copy of their total professional training on file in the Superintendent's office. Official transcripts of credits earned are due in the Superintendent's office no later than November 5 in order to receive appropriate salary placement and accompanying remuneration. Training placement shall be made according to the number of quarter hours of college credit completed successfully after the attainment of a B.A., or the equivalent degree.

Employees who receive an advanced (Master's or PhD) degree after the November 5 date, but before the end of first semester, can submit proof of degree to HR to be placed on the new, appropriate line of the salary schedule in time for the beginning of second semester.

In addition to the aforementioned provisions, credits or clock hours used for placement on the salary schedule for professional training shall meet the criteria for certificate renewal.

20.5 Supplemental Contracts. Supplemental contracts for extra compensation assignments shall be issued as soon after recommendation to the school board for approval as is practicable. Payment for extra compensation supplemental contracts will begin in the month after the supplemental contract is issued, signed and returned by the employee. Payment will be distributed in equal installments over the remaining months of the school fiscal year.

20.6 Supervisory Rate. Non-teaching supervisory duties specifically assigned outside the normal working day will be paid at an hourly rate of pay. The rate of pay for this type of duty shall be .000575 of the base salary (Column 1, Step 0) of salary Schedule B for each year of the agreement.

20.7 Professional Rate. Certificated employees voluntarily participating in recommended inservice/committee activities offered by the District beyond those in Section 8.1 will be paid at an hourly rate of pay. The rate of pay for this type of service shall be .000815 of the base salary (Column 1, Step 0) of salary Schedule D for each year of the agreement.

20.8 15-Year Day Rate. The district shall also provide one optional day for employees who have completed fifteen years of service in the district, to be paid at the per diem rate. Participation shall be voluntary and the employee may choose to work the day as a full day or two half days. The fifteen-year day to be used within the school year after completion of the qualifying year.

20.9 Longevity Pay. The district shall provide longevity pay each year of this contract for certificated experience as recognized for salary purposes. Employees who have completed eighteen (18) years shall qualify for an additional \$1,000. Employees who have completed twenty (20) years shall qualify for an additional \$2,000.

20.10 Enrichment Pay. Employees shall be required to work an additional six days, paid at per diem, for Enrichment Pay. Use of sick leave shall apply on these days, prorated by the hour. Personal Leave may not be used on these days. The first three days shall be scheduled prior to the start of the school year, the fourth, fifth and sixth days shall be scheduled on non-student days within the calendar year.

- #1: Convocation Day (District/Building Directed PD)
- #2: Building Professional Learning (Retreat Day)
- #3: Preparation Day (Employee Directed)
- #4: District Directed Professional Learning (October)
- #5: End of Semester Break (Employee directed)
- #6: Professional Learning (alternating direction)**When this day is employee directed, The District will offer optional professional learning opportunities with clock hours

Enrichment pay identified on the salary schedule (Appendix B) will be paid out monthly along with base salary. Part time employees will receive full enrichment pay and are required to attend all enrichment days. Employee directed time shall be worked either remotely, or in-district, solely at the discretion of the employee.

Any extension of contract days beyond those delineated above shall be compensated on a 1/180 full per diem of said certificated employee's contracted rate of pay.

20.11 New Employee Professional Learning. The District will provide up to 4.5 days, paid at per diem, to all newly employed teachers for orientation, and professional learning to review and be trained on district adopted core curriculum and materials.

20.12 Base Pay Responsibilities. Additional responsibilities that may be performed beyond the normal workday hours or school year included in base pay are:

- a. Evening conferences: (Beginning in the 2023-24 school year, The District will seek a waiver from OSPI to adjust the secondary student day in order to conduct conferences during the contracted day similar to the parameters identified in section 8.12)
- b. Open houses: Up to three (3) hours in length, on one occasion scheduled at most 10 Calendar days prior to the first student day.
- c. Awards nights: Department/Grade Level Chairs
- d. Graduation: high school only
- e. Department/Grade Level Meetings
- f. Staffings/MDT/CST/IEPs: Any employee (other than the relevant case manager/s) who is required to attend meetings listed in this category which last for more than 45 minutes beyond the contracted day shall, upon request, be provided with a timesheet and will be compensated at the Professional Rate for such time that extends beyond 45 minutes.
- g. Faculty meetings and pre-arranged extended faculty meetings
- h. Opening and closing school year activities

- i. Other building activities as agreed by ILT: Up to one activity per year, as determined by the school's ILT
- j. Safe schools trainings

Additional required meetings or other required participation outside the contract day will be paid at either Professional or Supervisory Rate, as defined in Article 20.

If a specialist has concerns about meeting their obligations, they must confer with the building administrator(s) prior to the events to set up a plan or course of action to fulfill their responsibilities.

When absent from a professional responsibility, it is the responsibility of the employee to contact the building administrator(s) prior to the event to be excused unless unforeseen circumstances prevent prior communication.

If the principal deems an excuse is not justified, it may result in a meeting with the employee, an Association representative, and principal to review the situation.

If, after the meeting, the principal determines that the absence was not justified, disciplinary action may result.

20.13 National Board Certification. Employees who gain National Board Certification while employed by the district will receive a one-time only stipend of 10% of their base salary via a district timesheet at the time the employee submits verification of completion of National Board Certification to the District. Employees new to the district who hold National Board Certification will receive a one-time stipend of 5% of their base salary via a district timesheet at the time the employee submits verification of National Board Certification to the District. When a National Board Certified employee successfully re-certifies while employed by the District, the employee will receive a stipend of \$1000.

20.14 ESA Stipends and National Certification.

ESA employees who gain National Certification while employed by the district will receive a one-time only stipend of 10% of their base salary via a district timesheet at the time the employee submits verification of completion of National Certification to the District.

ESA employees new to the district who hold National Certification will receive a one-time stipend of 5% of their base salary via a district timesheet at the time the employee submits verification of National Certification to the District.

The District will provide ESA employees with an annual stipend equal to the state stipend for National Board Certification in acknowledgement of the following certifications:

- Nurse: National Board for Certification of School Nurses (NBCSN)
- SLP: Certificate of Clinical Competence (CCC)
- OT: National Board for Certification in Occupational Therapy (NBCOT)
- PT: National Physical Therapist Examination (NPTE)
- Psychologist: National Certification in School Psychology (National Association of School Psychologists); or American Board of Professional Psychology Diplomate
- Educational Audiologists: Certificate of Clinical Competence (CCC)
- American Board of School Neuropsychology Practice (ABSNP)

The ESA stipend will continue as long as the state continues to fund the National Board Certification Teacher stipend.

20.15 WIDA Assessment Support. Employees performing WIDA assessments will receive two release days or one (1) day of per diem pay for completion of the additional work required by such assessment.

ARTICLE 21- INSURANCE

21.1 SEBB. The District will follow guidelines and law around the administration of School Employees Benefits Board (SEBB) benefits.

21.2 Benefit Termination. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

When employees eligible for benefits separate from employment after completion of the employee's full contract obligation the separation will be effective August 31.

In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage and seek a waiver to the August 31 separation date. Absent a waiver, the separation date will be August 31.

ARTICLE 22 - STAFF PROTECTION

22.1 The District shall carry an errors and omissions policy covering all employees, and shall provide such insurance, tort liability and personal property coverage as required by law.

22.2 Employees covered by Puget Sound Educational Service District Workers' Compensation Trust shall, upon loss of time due to a job-related injury or illness, have the option to be paid through use of the employee's regular sick leave, receive compensation from the Trust, or a combination of the two with the intent of allowing the employee to receive their full compensation. Shared Sick Leave may not be accessed for this purpose. Determination of illness or injury shall be made by the ESD Trust.

22.3 Acts of damage that are clearly recognizable as vandalism while an employee's vehicle is in the school setting and while the employee is acting within the scope of their assigned employment obligations to the District shall be covered by the individual's insurance policy, with the District reimbursing the amount of the deductible to a maximum of \$1,000.

22.4 The principal or immediate supervisor will promptly and thoroughly investigate reports regarding weapons, explosives, firecrackers and/or serious assaultive behavior and take prompt and reasonable action to protect employees, students and their property.

22.5 If a student assaults an employee, intimidates by threat or violence or interferes with an employee by use of force or violence, in addition to appropriate disciplinary action, the District will

report the incident to the appropriate authorities and recommend the student be prosecuted to the full extent of the law.

22.6 The District will provide legal defense, through the Puget Sound School Risk Management Pool, to certificated employees acting within the course and scope of their official duties, including reasonable and prudent restraint of a student in order to prevent harm to another student, employee or one's self.

22.7 In the event a Special Education student is emergency expelled for misconduct related to their disability and poses a danger to one's self or others, the District, if appropriate, will file a request in the appropriate court for preliminary or permanent injunction asking that the court authorize continued exclusion from school pending consideration of appropriate placement.

ARTICLE 23 - LEAVES

23.1 Sick Leave. All certificated employees working 180 days per year or more shall accumulate 12 days of sick leave per year. Employees working less than 180 days per year shall accumulate one day of sick leave for each 17 days of service during that fiscal year. Sick leave is front-loaded in September. Should an employee leave prior to completion of a school year, sick leave will be refigured using a 1:17 ratio and an adjustment will be made to the sick leave balance. Sick leave shall be annually cumulative as provided by Washington State Law. The District shall provide notice to employees of the employee's leave balance on the last day of September each school year. Sick leave is defined to cover:

- a. Illness or injury of the employee or member of household.
- b. Serious illness or injury of a member of the immediate family not included in (a) above. Additional days may be granted by the Superintendent if the employee has used all other paid leave to which they are entitled (i.e. personal leave).
- c. In the event of other emergencies not covered in the above provisions which make it impossible for the employee to be at work and if the employee has used all other paid leave to which they are entitled (i.e. personal leave), sick leave may be granted at the discretion of the Superintendent.
- d. The Superintendent may require a doctor's certificate or proof of illness.
- e. Pregnancy.
- f. Consistent with the Washington Family Care Act (RCW 49.12.265 et seq) and notwithstanding any other provision of this agreement, an employee may utilize earned sick leave to care for: (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

23.2 Transfer of Sick Leave. Sick leave earned in the State of Washington since 1965 shall be accumulated and transferred from other districts and credited to the sick leave account of certificated employees.

23.3 Sick Leave Incentive (Cash-Out). Consistent with Ch. 275, Laws of 1983, employees may cash in unused sick leave days earned the previous calendar year above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, the employee may submit a timesheet to cash-out unused sick leave days in January of the school year following any year in which more than sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four

(4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced by four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one day per month, a maximum of twelve (12) days per year and/or 180 days.

At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury, up to a maximum of 180 days of accumulated leave.

For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers Retirement System (WSTRS).

23.4 Shared Sick Leave.

- a. The employee shall be eligible to receive shared leave under the following conditions:
 1. The employee requests leave due to temporary pregnancy disability or parental leave to care for a newborn, newly placed foster child, or adopted child; OR
 2. The employee has been called to service in the uniformed services; OR
 3. Is a current member, (or spouse of a member), of the uniformed services or is a veteran and is attending medical appointments or treatments for a service connected injury or disability; OR
 4. A state of emergency has been declared anywhere within the United States by the Federal or State government, and the employee's volunteer service has been accepted by either a governmental agency or to a nonprofit organization involved in humanitarian relief in the devastated area; OR
 5. The employee is a victim of domestic violence, sexual assault, or stalking; OR
 6. If the employee suffers from, or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused, or is likely to cause, the employee to take leave without pay or terminate employment
 - The employee's job is one in which personal and/or sick leave can be used and accrued;
 - The employee is not eligible to receive industrial insurance benefits;
 - The employee has abided by District policies regarding the use of sick leave;
 - The employee has exhausted, or will exhaust all applicable paid leave.
- b. The Superintendent or designee shall determine the amount of shared leave a leave recipient may receive. The leave recipient may receive and use up to a maximum of five hundred twenty-two (522) days of shared leave during total district employment per WAC 392-126-095
- c. An employee may donate sick leave using the following criteria:
 1. An employee who has an accrued sick leave balance of more than twenty-two (22) days may request that the District transfer a specified amount of sick leave to another employee authorized to receive leave. In no event may such an employee request a transfer that would result in their sick leave balance going below twenty-two (22) days.
 2. The number of leave days transferred shall not exceed the amount authorized by the donating staff member. The donation of leave is totally voluntary.

3. Leave sharing may occur between other school districts and other state agencies as permitted by law.
- d. Shared leave donations will be placed in writing and submitted to the payroll office.
- e. Calculation of Shared Leave Benefit. The leave recipient shall be paid their regular rate of pay. The donor's hourly rate shall be divided by the recipient's hourly rate to determine the total time equivalent donated. The leave received shall be coded as shared leave and shall be kept separate from all other leave balances. In the event that there is unused shared leave, the District shall prorate the return of said sick leave
- f. Applications for shared leave shall be made in writing to the Superintendent or designee accompanied by a licensed physician or other authorized health care practitioner's verification.

23.5 Bereavement Leave. The District shall allow certificated employees up to five (5) days of paid bereavement leave of any relative or close personal friend. Such leave shall not be accumulative and shall not be taken from sick leave. Bereavement leave may be granted by the Superintendent in other circumstances not covered by this section.

An employee who has a death of a student or former student shall be granted one (1) day of bereavement leave to attend the memorial and/or a funeral service.

23.6 Leave to Attend Professional Meetings. Absences without deductions may be allowed certificated employees to attend professional meetings or conventions upon request to the principal or immediate supervisor and subject to their approval. This leave shall not be charged to the accumulated leave of absence for illness, injury, or emergency.

23.7 Childbirth or Adoption. Employees shall have the option to use up to twelve (12) weeks of sick leave at the time of childbirth, newly placed foster child, or adoption for the purpose of child care and family bonding. Employees taking childbirth disability leave are able to utilize sick leave for disability prior to accessing parental leave. If at the conclusion of the twelve weeks of leave the employee verifies temporary disability, the employee shall receive eligible sick leave pay for that period of time the employee is disabled. Such sick leave pay is to be deducted from sick leave. Verification of temporary disability must be received from the attending physician. If the leave is scheduled to expire within 20 workdays of the end of the semester or trimester, the employee may extend the leave to the end of that period of time.

23.8 Military Leave. Certificated employees who are active military reservists, shall be granted leave for active duty for training as may be required by Federal/State statutes.

23.9 Sabbatical Leave. Certificated staff shall be eligible for sabbatical leave, in accordance with the established policies, rules, and regulations of the district pertaining to sabbatical leave. The final decision regarding sabbatical leave shall continue to rest with the Board of Directors.

23.10 Jury Duty Leave. Leaves of absence with pay shall be granted to certificated employees for jury duty. Certificated employees subpoenaed for jury duty shall submit "Request for Leave" form immediately upon receipt of subpoena.

23.11 Subpoena Leave. Leaves of absence with pay shall be granted when a certificated employee is subpoenaed to appear as a witness in court, an administrative hearing, or other legal proceeding arising out of the performance of the employee's professional duties; provided the certificated employee is not

acting as a plaintiff against the District. The employee shall obtain any witness fee due and such shall be deducted from the net salary.

Upon receipt of the subpoena, the certificated employee will immediately notify their immediate administrator and provide a copy of the subpoena. The employee will also furnish a copy of the witness fee receipt.

23.12 Personal Leave

Employees will be awarded three (3) personal leave days each year for use at the employee's discretion. There are three (3) options to consider for use of personal leave:

1. Use in full or half-day increments,
2. Carry forward to the next year up to a maximum of five (5) days to start each school year.
3. Cash out accumulated personal leave at supervisory rate in June in full or half-day increments. Personal leave not eligible for accumulation will be automatically cashed out.

No more than ten percent (rounded down) of employees may be granted personal leave on any given day. Employees who do not need a substitute will not count against the percentage limit. This leave must be requested 48 hours in advance or upon approval of the building principal.

23.13 Washington State Paid Family Medical Leave (PFML). The District will follow all current laws and regulations related to PFML and will make relevant information related to PFML available to employees through the District website.

Employees accessing PFML shall have the option to work with the Human Resources Office to supplement their pay using accumulated sick leave in order to account for lost wages related to monetary caps determined by Washington State Employment Security Department and PFML parameters. The employee shall not be compelled to exhaust their available sick leave prior to accessing PFML. Shared Sick Leave may not be accessed for this purpose.

Accessing PFML during the contract year may impact employee service credit and District pay. The State may allow PFML to be accessed while on non-contract time (winter break, spring break, summer etc.).

23.14 Other Leaves. Other leaves may be granted upon recommendation of the Superintendent. Employees on such leave must advise the District in writing by April 30 of their intent to return the next school year. Employees failing to provide such notice will not be entitled to reinstatement.

ARTICLE 24 - TRAVEL REIMBURSEMENT

24.1 Certificated employees may be authorized to travel at District expense in accordance with the adopted travel policy and rules and regulations of the District.

24.2 Certificated employees authorized to travel by private car shall be reimbursed at the current district approved rate per mile for approved travel. Any change in said rate to be mutually agreed upon.

24.3 Certificated employees required to travel between District buildings during their regular work day shall be reimbursed at the current district approved rate per mile for such travel, upon proper application thereof. Any change in said rate to be mutually agreed upon.

PART 4 - STATUS OF THE AGREEMENT

ARTICLE 25 - STATUS OF THE AGREEMENT

25.1 This Agreement shall become effective when ratified first by the Association and then the District and shall thereafter be executed by authorized representatives thereof and may be amended or modified only with mutual consent of the parties.

25.2 This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which are contrary to or inconsistent with its express terms.

25.3 If any provision of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, said provision shall be null and void and all other provisions shall continue in full force and effect. If any provision of this Agreement is so held to be contrary to law, the Association and the District shall, pursuant to RCW 41.59 and/or any other applicable laws in lieu thereof, commence negotiations on said provision to arrive at a legal provision as soon thereafter as is reasonably possible.

25.4 This Agreement constitutes the entire agreement with respect to collective bargaining between the parties, concluding collective bargaining for its term, except as provided in Section 31, and except for negotiations over a successor collective bargaining agreement and except as provided elsewhere in this Agreement.

ARTICLE 26 - SALARY COMPLIANCE

26.1 Increments shall be paid pursuant to Article 20 as of September 1 each year.

26.2 If the District would be in violation of state law or would incur any penalty or decrease in state support as a result of the compensation and benefits provided in this Agreement, the excess compensation shall be reduced to the maximum amount legally allowable. The reduction in compensation shall be made on a pro-rata base salary among all certificated employees who received an increase in salary under collective bargaining agreements or other contracts entered into on or after the effective date of Chapter 16, Laws of 1981, as now or hereafter amended. Any overpayment may be collected from the employee or offset against future payments. The choice of either of these two payback methods shall be made by the employee, the Association, and the District.

26.3 If, after January 1 in any year of this Agreement, the District finds that it is legally authorized to grant more money for certificated staff salaries than is being distributed to certificated staff, the District shall adjust the base of the salary schedule and individual contracts by the fractional percentage amount to correspond to such state funding for salary purposes for the members of the bargaining unit based upon the assumption that the same percentage increase will be applied to both non-supervisory and supervisory certificated staff. Payment of such adjustment shall be made in the pay period following the

contract adjustment. No adjustment will be made if the derived base is within .2 of 1% of the maximum derived base allowed by law.

26.4 The District and the Association agree to comply with all state laws and OSPI rules governing compensation and fringe benefits.

ARTICLE 27 - CONTRACT COMPLIANCE

Individual certificated employee contracts issued during the term of this agreement shall be subject to and consistent with the terms and conditions of this Agreement. Any such individual certificated employee contract hereafter executed shall provide that it is subject to the terms of this Agreement as applicable.

ARTICLE 28 - PRINTING AND DISTRIBUTION

As soon as possible following the execution of this Agreement, the District shall prepare a final draft and after proofreading by both the District and the Association representatives, the District will then post the agreement, salary schedule, MOUs, and mutually agreed upon evaluation materials and resources on the District website. The district will also email a link to each certificated employee these items and print 25 copies of the agreement for the Association. Additional copies as required by the Association shall be provided to the Association at cost.

ARTICLE 29 - DURATION

This Agreement shall be in effect from September 1, 2022 through August 31, 2025. If, during the term of this agreement actions of the Legislature or the implementation of new laws which impact the terms of this agreement occur, either party may open the agreement for bargaining on said impacts.

ARTICLE 30 - FUNDING

The District and Association jointly recognize a continuing need and desire to provide compensation at a level that will attract, retain, and reward the highest quality professional staff, and also recognize the dependence on the district's educational programs and operations levy to fund such compensation. Any additional money provided by the State for certificated salaries shall be passed through to employees. Any reduction in funding for certificated salaries shall trigger negotiations between the parties.

In the event of a double levy failure during the term of this agreement, Enrichment will be frozen at the current level until subsequent levy passage. In addition, as well as in the event of a major financial setback other than levy failure (e.g. substantial enrollment decline, severe cutbacks in state funding, etc.) Enrichment and any other monetary provisions of this Agreement may be reopened for negotiation at the request of either party. In all cases the FEA will have authentic participation and a significant voice in collaborative discussions of potential District budget reductions. All budget data will be shared with the Association and all budget reduction options offered by the Association will be carefully considered.

ARTICLE 31 - REOPENER AND SAVINGS CLAUSE

In the event that any of the salary increases provided for above are held by a court of competent jurisdiction to be unlawful or that salary restrictions imposed by the state legislature are held by a court

of competent jurisdiction to be unlawful, then the parties shall meet to bargain all terms and conditions for a successor agreement.

ARTICLE 32 – RETIREMENT, RESIGNATION, AND RELEASE FROM CONTRACT

32.1 Certificated employees who plan to terminate their district employment at the close of the current school year should submit a letter of resignation to the Human Resources Office (via their principal/supervisor or directly) prior to March 15. Any certificated employee shall be released from their contract for the following year provided a letter of request for release from contract is submitted to the Human Resources Office on or before July 15 (via the principal/supervisor or directly). Employees who submit a request for release from contract after July 15 will be released from their contract as early as possible; and further provided that a satisfactory replacement is available.

32.2 Retiring Employees who have worked in the District for a minimum of five (5) years and who submit a letter of retirement in writing to the District HR office no later than February 15 will receive a bonus payment of \$750 to be included in their final paycheck with the District.

ARTICLE 33 – MULTI-SITE PERSONNEL

33.1 Employees who are assigned to two or more campuses each day or week will receive the following:

- a. Mileage reimbursement for travel between campuses;
- b. Sufficient travel time between campuses;
- c. A stipend equal to 3% of the employee's base pay will be paid to employees who have multiple campus responsibilities.

ARTICLE 34 – INSTRUCTIONAL LEADERSHIP TEAMS

Building Instructional Leadership Teams (ILT) will be composed of members representing various groups in the learning community. These groups will be reflective of the building. Department/Grade level staff may choose an ILT representative for consideration by the principal, who, through a transparent process, will make the final selection of ILT members. The principal will publish role responsibilities, and expectations of team members. ILT members are responsible for two-way communication with the people they represent. ILT agendas will be developed at each building with input from ILT members. ILTs will meet at least monthly.

For the District:

<i>Signature on File</i>	<i>September 2022</i>
Josh Goodman	Date
Executive Director of Human Resources	

For the Association:

<i>Signature on File</i>	<i>September 2022</i>
Kendra Danielson	Date
FEA President	

Appendix A - Certificated ESA/Support Personnel Evaluation

NAME _____ SCHOOL YEAR _____

SCHOOL _____ ESA/SUPPORT PERSONNEL ROLE _____

4 - DISTINGUISHED: Performance exceeds that expected of a well-trained individual in this classification.
(Comments preferred)

3 - PROFICIENT: Performance meets that expected of a well-trained individual in this classification.
(Comments preferred)

2 - BASIC: Performance generally below expectations. (Documentation, comments and specific recommendations required.)

1 - UNSATISFACTORY: (Documentation, comments and specific evidence required.)

	1	2	3	4
1. Centers services and supports on high expectations for student access and/or achievement.				
2. Demonstrates timely and effective professional and/or instructional practices.				
3. Recognizes individual student needs and develops strategies to meet needs.				
4. Provides access to appropriate services and/or resources.				
5. Fosters and manages a positive learning/interventional/therapeutic environment.				
6. Uses multiple data elements to inform and/or modify professional practice to support teaching and learning.				
7. Communicates and collaborates with parents and the school community.				
8. Demonstrates effective collaboration with colleagues and administrators about professional and/or instructional practices.				

Total Score →	
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Summative Rating	Unsatisfactory	Basic	Proficient	Distinguished
	<input type="checkbox"/> 8-14	<input type="checkbox"/> 15-21	<input type="checkbox"/> 22-28	<input type="checkbox"/> 29-32

*Signature of Employee

Signature of Evaluator

Date

Date

*Signature acknowledged participation in, but not necessarily concurrence with, evaluation conference. Additional comments and/or recommendations made by the evaluator are on attachments. The employee also may attach a statement. The attachment of any such comments or statements by either party shall be **noted on the evaluation form and shall be signed by both parties.**

Appendices B and C will be posted separately to allow for annual updating.

Appendix B - 2022-2023 Salary Schedule

**Should the Washington State Legislature change the title of what is currently referred to as IPD, the parties agree to meet to create an MOU to address the change of vernacular without altering the intent of the agreement.

Appendix C - Stipends and Extended Days

- A copy of building stipend positions will be provided to building ILT and Association by November 1 of each year.
- Stipends will be increased by the negotiated increase to the base salary