COLLECTIVE BARGAINING AGREEMENT
2024-2026

ELMA TEACHERS ORGANIZATION

AND

ELMA SCHOOL DISTRICT

PREAMBLE
This Agreement is by and between the Elma School District Board of Directors and the Elma Teachers Organization, an affiliate of the Washington Education Association and the National Education Association.

ARTICLE I. ADMINISTRATION OF THE AGREEMENT

Section A. Definitions:

1. The term "District" shall mean the Elma School District, Grays Harbor, Washington State; or its agents.
2. The term "Board" shall mean the Board of Directors of the Elma District.
3. The term "Association" shall mean the Elma Teachers Organization/ WEA/NEA.
4. The term "Parties" shall mean the District and the Association.
5. The term "Agreement" shall mean this collective bargaining agreement.
6. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement.
7. The term "day" shall mean any day the district business office is open for business with the public.
8. Unless otherwise defined in the text of this agreement, the term "year" shall mean "school year"
9. The term "Superintendent" shall mean the chief administration officer of the District or his/her designee.
10. The term "President" shall mean the President of the Association unless otherwise designated in this Agreement.
11. The term "contract" shall mean the certificated personnel contract issued to and signed by each employee for professional services to the District.
12. The term "supplemental contract" shall mean a non-continuing special services contract issued to and signed by each employee assigned to perform additional services as provided in this Agreement.
13. The term "Building Administrator" shall mean the building principal, building assistant principal or building principal's designee.
14. The term "Evaluator" shall mean the building principal, building assistant principal or program director. The program director shall evaluate those employees within their specified program (e.g., special education, vocational).

Section B. Recognition:

The District recognizes the Association as the exclusive bargaining agent for all full time and part time certificated employees of the District, excluding all administrative staff, Superintendent, Assistant Superintendents, Principals, Assistant Principals, and Directors, Substitutes who have worked thirty (30) or more days during the current or preceding school year and who continue to be available for employment are regular part-time employees and are to be included in the bargaining unit Substitutes who work for twenty (20) or more consecutive days in one position are also regular part- time employees and are to be included in the bargaining unit.

The following Articles of this Agreement do not apply to substitutes:

III. Sections H
IV. Evaluation, except for Leave Replacement hires who work more than 20 days
V. RIF
VI. Sections B, E, F and G, except for Leave Replacement hires who work more than 20 days
VII Leaves, except as required by law or current practice

The District shall not recognize nor bargain with any other employee organization seeking or claiming to represent employees.

Section C. Status of Agreement:

Sole Agreement: This shall be the sole Agreement between the Parties regarding wages, hours, and terms and conditions of employment. It shall supersede any rules, regulations, policies, resolutions of the District, which may be contrary to or inconsistent with its terms.

Section D. Conformity to Law:

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees shall be found contrary to law by a court or administrative agency of competent jurisdiction such provision or application shall have effect only to the extent permitted by law. All other provisions or applications of the Agreement shall continue in full force and effect.

If any provision of this Agreement is held to be contrary to law, the Parties shall commence negotiations on said provision as soon thereafter as is reasonably possible.

Section E. Individual and Supplemental Contract Compliance:

All individual and supplemental contracts shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this Agreement between the Parties. If any individual or supplemental contract is inconsistent with this Agreement, this Agreement shall control.

Section F. Distribution of Agreement:

Following ratification and final signing of a successor Agreement the District shall within thirty (30) days post the Agreement on the District website. The District will make a copy available for review by any applicant for employment with the District. An additional ten (10) copies will be available for the Association. All costs of preparing and printing this Agreement shall be borne equally by the District and the Association.

Section G. Joint Meetings:

Representatives of the Parties shall meet no less often than monthly during the regular school year in order to monitor the administration of the Agreement and pursue mutual problem identification and mutual problem solving. Each party will submit agenda items no later than two business days before the meeting. This meeting will not be used to bypass building administrators.

Section H. District/ETO Meeting:

No later than one month after Elma Teacher Organization ratification of the successor agreement, ETO representatives will meet with the District administration for a review of the successor agreement.

ARTICLE II. BUSINESS

Section A. Dues Deduction:

The Association and its affiliates (WEA and NEA) shall have the right of automatic payroll deduction of membership dues, assessments and fees for employees. The District shall provide for dues deductions, assessments, and fees through automatic payroll authorization.

Section B. Other Deductions:

Upon receipt of written authorization, the District agrees to deduct from the salary of employees, premiums for those insurance and annuity programs which have been approved by the Association and the District. The sums which are deducted as premiums for approved insurance and annuity programs shall be forwarded in accordance with the written authorization.

Section C. Management Rights:

The Board of Directors retains all rights of management, except as those rights have been plainly and specifically relinquished in this Agreement.

Section D. No-Strike/No Lockout:

During the duration of this Agreement, the Association agrees not to strike and the District agrees not to lockout its employees.

Section E. Association Rights:

1. Use of School Buildings: The Association shall have the right to use school buildings during non/instructional hours and with the consent of the building principal.

2. Association Business: The Association shall have the right to transact business on school property at all reasonable times, provided that such business shall not interfere with or interrupt normal school operations.

3. Use of District Bulletin Boards: The Association shall have the right to post notices on District bulletin boards in each faculty lounge, faculty lunchrooms, and by employee mailboxes.

4. Use of Employee MailBoxes: The Association may use Employee mailboxes at each building for communication with employees.

5. New Employees: The District shall notify the President of the name, address and assignment of any new hire into the bargaining unit at the earliest possible date. The Association shall have one hour during a pre service day to meet with all members.

6. School District Budget and Financial Reporting: The District shall make available to the President and Lead Negotiator a copy of the monthly budget report.

7. Notice of Probation and Disciplinary Action: In the event any employee is placed on probation or is given a formal disciplinary action, the Superintendent shall provide the President with notice of such action within two (2) working days, provided that should the employee indicate in writing to the District that he/she does not wish to have the Association notified, such notice will be withheld.

8. Board Agenda and Minutes: The District shall make available to the President a copy of the Board meeting agenda at the time it is given to Board members. Attached to the agenda shall be all non- confidential materials given to Board members. In the event Board members are given supplementary materials, copies of such material shall also be made available to the President. Further, the District shall make available to the President a copy of the Board meeting minutes.

9. Salary and Placement Information: Each year, the District shall make available for the President the annual S-275 (Certificated Personnel Report) and the Staff Directory when such documents are available.

10. Other Pertinent Information: The Association is entitled to District information that is public record.

ARTICLE III. EMPLOYEE RIGHTS

Section A. Rights of Law:

Neither the Association nor the District shall deny to any party to this Agreement any legal right granted under Federal, State, County or local law or Regulation.

Section B. Non-Discrimination

Employees shall be entitled to full rights of citizenship. The Parties shall not discriminate against any employee-on the basis of race, ethnicity, religion, creed, national origin, age, gender, marital status, sexual orientation including gender identity or expression, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability or as otherwise provided by the Americans with Disabilities Act

Section C. Personnel File:

1. Right to Inspect: Any employee shall have the right to inspect all contents of his/her own personnel file. A representative of the Association shall, at the employee's request, accompany the employee in this review. Each personnel file shall contain the following minimum items of information: required medical information, evaluation reports, annual contracts, teaching certificates, and a transcript of academic records.

2. Placement of Materials: Employees shall be given a copy of any material that is placed in their personnel file at the time it is so placed. An employee's building administrator and/or the Superintendent may place material in their personnel file. The employees shall be given an opportunity to attach written comments. Employees shall indicate they have seen such material and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.

3. Location: The District shall maintain the employee's official personnel file at the District Office. Working files may be kept by building administrators and will be available upon employee request to the administrator. Documents held in a working file shall be removed after one (1) year or be forwarded to the personnel file.

4. Except for materials required under paragraph #1 above, materials may be removed from the personnel file at the mutual agreement of the affected employee and the Superintendent: provided however, that materials relating to sexual misconduct, child abuse, sexual harassment may not be removed from the file.

5. An allegation of misconduct found to be without basis will not be placed in an employee's personnel file. District and/or building administrators or designees receiving reference checks from other districts, employers, or ESDs will not discuss unsubstantiated complaints, and will not provide information on paid administrative leave and/or investigations when such leaves and/or investigations were found to be unsubstantiated.

Section D. Just Cause

No employee will be disciplined without just cause. Discipline shall be conducted in a confidential and discreet manner.

Any meeting between a representative of the District and an Employee at which the Employee is to be investigated or at which disciplinary action is to be announced or taken, may be attended by an Association representative if the employee requests a representative to be present, provided that no scheduled meeting shall be delayed more than one District (1) business day.

The District shall inform the Employee of his or her right to Association representation prior to holding any such meeting.

Due Process: For the purpose of this section, the term "disciplined" shall mean: (1) verbal warning; (2) warnings which are to be recorded in the personnel file; (3) suspension without pay; or (4) discharge. Administrative Leave with pay is not considered disciplinary. Letters of Direction are not considered disciplinary actions and will not

include statements about future possible consequences.

These disciplinary measures will normally be considered progressive except that the District may by-pass any discipline step(s) to address a serious offense.

Complaints made against a employee by a parent, student, or other person will be sent to the employee within two (2) working days from the time such complaint is received by the administrator. If the employee is not in attendance, the complaint will be sent on the first day the employee returns. Any complaint not sent to the employee may not be used as the basis for any disciplinary action against the employee.

Section E. Employee Protection:

District Insurance: The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.360 and upon annual renewal will provide employees with a written summary of the coverage they have under the provisions of District Insurance policies. The District shall notify the President of any changes in insurance coverage.

Threats: Any employee who is threatened with physical harm and/or verbal abuse by any person or group while carrying out assigned duties and/or while acting in their capacity as a District employee notify the building administrator as soon as practicable and, if necessary, the appropriate law enforcement authority. Immediate steps shall be taken by the building administrator in cooperation with the employee to provide for the employee's safety.

Section F. Privacy:

Information: The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific employee approval. Public information requests related to bargaining unit members shall be shared with the employee and Association President within three (3) days of receipt.

Faculty Meetings: Representatives of commercial concerns, such as insurance companies, financial counselors, fund raisers, etc. shall not be permitted to attend and address faculty meetings except mutually endorsed insurance carriers or such other concerns invited by a majority of the faculty with agreement from the building administrator in that building.

Section G. Harassment:

The District shall investigate and take appropriate disciplinary action when an employee informs, either verbally or in writing, that he/she has been harassed (including sexual harassment), or is intimidated or bullied, including cyber-bullying. Cyber-bullying shall include online threats or harassment made through social media and any online impersonation of an employee or their likeness created with the intent to harass, harm, or defame the employee. Such investigation shall be conducted according to procedures outlined in Board Policy 5011P. The administrator, during the course of the investigation, may request that the employee provide written statement of the harassment. The Superintendent or designee shall respond in writing to the complainant and the alleged perpetrator within thirty (30) calendar days of receipt of the complaint. The District shall notify law enforcement when harassment, intimidation, bullying, or cyber-bullying occurs in a manner that may violate the law.

Section H. Assignment and Transfer:

1. Job assignments and transfer of employees to vacancies that occur will be based on the following criteria in order of most important (1) to least important (3):
    a. District instructional program and needs
    b. Employee qualification [Employee qualification as determined by the District will include certification (appropriate endorsements), academic training directly applicable to the reassignment or vacancy, teaching experience at the grade level and/or subject area, performance evaluation, building administrator recommendations, and the abilities of the employee.]
    c. In-district seniority as an employee under a Certificated Personnel Contract

    Involuntary transfers and reassignments will not be used to address performance or conduct concerns that have

not been previously addressed as part of the evaluation process. Employees will receive written notification of their job assignment for the following year no later than June15. Job assignments may be changed after June 15 provided that affected employees are given written reasons for such change.

2. Definitions:
   a. A vacancy shall be defined as a new position, or an existing position being vacated by an employee.
   b. Assignment shall be defined as the grade level (elementary), subject area or department (secondary), or specialty area (elementary specialists, ESAs). Assignments shall be made consistent with endorsements.
   c. Transfers shall be defined a change of assignment or building.

To ensure that current employees are given consideration in filling professional job vacancies for the following year, the following procedures shall be used:

3. Postings of Vacancies:
   a. All vacancies and new positions shall be posted at each building for five (5) working days and sent to the Association.

   b. Each posting shall state the position qualifications and procedure for applying for the position. Qualified internal candidates shall be guaranteed an interview.

   c. Internal applicants not selected for a position will be informed why they were not selected for a position. The employee may request a follow up meeting with the appropriate administrator to discuss the reasons they were not selected.

4. Voluntary Transfers
   a. Employees who request a change in grade and/or subject reassignment or who desire to transfer to another building for the following year must file a written statement of such desire with the Superintendent or Superintendent's designee no later than April 15 of each year. Such statement shall include the grade and/or subject to which the employee desires to be reassigned and/or building desired.

   b. The above written request shall be acknowledged in writing.

   c. No later than May 1, the Superintendent or Superintendent's designee shall provide the Association a list of employees who have applied for voluntary reassignment or transfer under Section a.

   d. Any employee who has requested a reassignment or transfer and whose request has not been fulfilled by June 10, shall have his/her request kept on file status until September 1.

   e. No later than August 20, the Superintendent or Superintendent's designee shall provide the Association tentative building schedules, employees transferred, and a list of newly hired staff.

   f. Written notification of non-acceptance shall be sent to the employee. Upon the employee's request a conference shall be scheduled by the Superintendent or designee to discuss the reasons for non-acceptance.

5. Involuntary Transfers
   a. Notice of involuntary transfer or reassignment shall be given to a certificated employee as soon practicable and except in unusual cases, no later than May 15.

   b. An involuntary transfer or reassignment shall be made only after a meeting between the certificated employee involved and the principal at which time the certificated employee shall be notified of the reasons thereof. In the event that a certificated employee objects to the transfer or reassignment and upon written request of that certificated employee, the Superintendent or Superintendent's designee shall meet with the employee. The certificated employee may, at the employee's option have an Association representative present at such meeting.

   c. Involuntary transfers or reassignment will be made on the basis of the District instructional program and

needs of the District. When involuntary transfers become necessary due to changes in the instructional program, employees' assignments may be involuntarily changed based on needs of the district and the individual's certification. When involuntary transfers are needed due to reduction-in-force, no employee shall be involuntarily reassigned or transferred unless volunteers have first been sought to be transferred/reassigned. Employees will be placed within their certification and/or endorsements.

d. Change of Assignment/Transfer Assistance: Employees who are involuntarily transferred shall be provided three (3) days at per diem pay to prepare for the new assignment, which may include additional training if needed.~~,~~ The employee will be provided with all relevant curricular and instructional materials for their new assignment.

e. Change of Classroom: Employees required to change classrooms shall be paid two (2) days at the employee's per diem rate for packing and unpacking materials. Employees shall only be required to pack and unpack, and shall not be required to physically move boxes or classroom furniture.

f. Employees who are involuntarily transferred, after one year in their new assignment, will have first right of refusal for their previous position~~s~~ should it become openwithin the next two (2) school years.

Section I. **Job Sharing:**

1. A job-sharing position/assignment is one full-time, regular position filled by two employees for a one-year period. Should a job-sharing assignment be requested, the Superintendent shall be responsible for recommending to the Board acceptance or denial of the request. No job-sharing request shall be unreasonably denied. The job-share application shall identify how the job-share will benefit the students involved as well as contingencies, which may arise during the course of the proposed job-share including, but not limited to, the individual teaching/planning responsibilities of the applicants, absence or resignation of one of the applicants, computation of employee benefits and responsibilities for participation in staff meetings and committees.

2. When job-sharing is terminated, the employee involved will return to the contractual and FTE status they held prior to the job-share.

ARTICLE IV. EVALUATION AND PROBATION

Section A. Evaluation System Preamble:

An evaluation system for certificated employees has the following elements, goals, and objectives:

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.

2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

3. Within the selected instructional framework employees will be allowed to exercise their professional judgment and will be evaluated on their practice, skills, and knowledge.

4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1).

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

> *"To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance."*

Section B. Definitions and Notes:

Artifacts shall mean any products generated, developed, or used by a certificated employee (including, but not limited to lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning). Employees shall not be required to create artifacts specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

Professional Contributions such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc. Communications with parents may include, but are not limited to, phone calls, emails, grade reports, conferences, etc.

Certificated Principal, Principal and Assistant Principal mean a person who is employed to supervise the operation and management of a school (WAC 181-79A-140 (4)(a) or (6)(h).)

Certificated Classroom Teacher and Teacher mean a certificated employee who provides academically focused instruction to students and holds one or more of the certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).

Indicator shall mean the sub-section of each criterion.

Criteria shall mean the eight (8) state-defined categories to be scored.

Days shall mean work days unless otherwise specifically defined in the context used.

ESD shall mean ESD 113.

Evaluation shall mean the ongoing process of identifying, gathering, and using information to assess total job effectiveness, improve professional performance, and make personnel decisions.

Evaluator shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.

Evidence means observed practice, products or results of a certificated employee's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Such evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.
Both the employee and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year. If, after completing the minimum required observations, both the employee and evaluator agree on the score for a criterion, no additional evidence will be required to be collected for that criterion. It shall be the nature and quality of the evidence, not the amount of evidence, which determines the criterion rating.

Unsubstantiated complaints against an employee shall not be included in any documentation pertaining to any individual's evaluation.

Input from parents or anonymous sources, or known sources, shall not be used as evidence in an evaluation unless such input is independently verified and/or observed by the evaluator. Student input may be used as evidence in an evaluation only if it is gathered by observing students during the course of an employee observation.

Formal Observation means any observation, which is scheduled in advance between the employee and evaluator for the purpose of evaluation.

Informal Observation means any non-scheduled observation during which evidence is gathered by an evaluator to inform him or her regarding an employee's final evaluation.

Instructional Framework shall mean CEL SD+ Teacher Evaluation Rubric. The District and Association have selected University of Washington's CEL SD+ Teacher Evaluation Rubric for the evaluation of classroom teachers under the evaluation system required by RCW 28A.405.100. The instructional framework is included in the appendix.

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 of the performance of assigned duties for the purpose of examining evidence over time using the instructional framework rubrics.

Rubrics or Rubric Row means the descriptions of practice used to capture evidence and data and classify performance and student growth using the evaluation criteria and the four-level rating system.

Satisfactory Performance Rating means an overall summative performance ratings of Proficient (Level 3) or Distinguished (Level 4) are considered satisfactory for all teachers. For teachers in their first five years of the profession, a performance rating of Basic (Level 2) is also considered satisfactory.

Unsatisfactory Performance Rating means an overall summative performance rating of Unsatisfactory (Level 1) is considered not satisfactory for all teachers. Teachers on a continuing contract with more than five years of teaching experience who receive a summative performance rating of Basic (Level 2) two years in a row, or two years within a consecutive three-year period are also considered not satisfactory.

Student Growth shall be on the change in student achievement between two points in time within the current school year.

Student Growth Data shall include assessments, assignments, or other artifacts selected by the teacher that demonstrate ~~such~~ growth. Data shall primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. Teachers will not be required to include student growth data from statewide assessment instruments in creating goals for the year.

Summative Performance Ratings means the final summative score determined by an analysis of evidence. The four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.

(l) Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.

(2) Basic: Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers. This level requires specific support.

(3) Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

(4) Distinguished: Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

Subdimension shall mean a subsection of each criterion.

Section C. General Evaluation Agreements

Employees shall have transparent access to all relevant student achievement data available.

Notification - With the exception of transfers between evaluation formats (see Section 8, "Focused Evaluations") every employee shall be notified no later than the 15th of September of his or her evaluator and whether he or she is scheduled to be evaluated using a Comprehensive, Focused, or Support Employee evaluation.

Out of Content/Endorsed Areas - No teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments". However, consideration may be given to teachers' progress towards endorsement. At the option of the teacher, in collaboration with the evaluator, teachers may be evaluated as a member of a team when teaching outside their content or endorsed areas.

Security - All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the employee. Video or audio devices shall not be used to listen to, observe, or record the proceedings of any classroom without prior knowledge and documented consent of the teacher, Appendix H. The District shall make reasonable efforts to ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

Professional Development - Prior to their being evaluated under the evaluation system, the District shall provide employees professional development relevant to the framework and evaluation process. Each employee shall be provided a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to his or her position and track in the evaluation cycle.

All employees, both provisional and continuing, shall be expected to participate in District-provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the evaluation system.

Section D. Provisional Employees:

1. "Provisional Employees" are those who are within their first three (3) years of employment with the District, except for those who have at least two (2) years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with theDistrict.

2. All Provisional Employees are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

3. All Provisional Employees in the third year of provisional status shall be observed at least three (3) times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes.

4. Provisional Employees who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) in their first year with the District, and/or Distinguished (Level 4) by the end of their second year of employment in the District shall be removed from provisional status by the Superintendent.

5. The Principal or his or her designee shall make at least one (1) observation for a total observation time of at least thirty (30) minutes within the first ninety (90) calendar days of employment of all employees in their first year of employment with the District.

6. The District shall notify the Association President within five (5) days if a provisional employee is performing at an unsatisfactory level.

7. Before non-renewing a provisional employee, the evaluator shall have made efforts to assist the employee in making satisfactory progress toward remediating deficiencies. Such efforts may include, but are not limited to, a comprehensive evaluation, reports from the evaluator of progress towards remediating deficiencies, peer support, classroom visitation, mentoring, and coaching.

Section E. Procedures for Evaluation:

All certificated employees shall be evaluated each school year by their principal or his or her designee. The principal or designee is referred to herein as the "evaluator."

If an employee is assigned to two or more schools, the evaluator at the school to which the employee is assigned the greater part of the time shall be responsible for the employee's overall evaluation. If an employee is assigned to two or more schools for equal amounts of time within the school day, mutual agreement between the principals, in collaboration with the teacher, will determine who will be the evaluator of record.

Section F. Evaluation of Educational Support Employees:

The evaluation criteria set forth, pursuant to WAC 392-191-010, shall be utilized by the evaluator in performing the annual evaluation of each certificated support employee. The indicators listed below each criteria are guides intended to assist the evaluator in judging whether the employee is meeting the criteria. Educational Support Employees includes certificated librarians, occupational therapists, physical therapists, speech language pathologists, psychologists, teachers on special assignments (TOSA) and counselors.

A. Pre-Observation Conference

a. For formal observations, the employee shall complete the Pre-Observation Form (Appendix D), with a written lesson plan, and send it to the evaluator twenty-four (24) hours prior to a mutually- determined pre-observation conference.

b. The employee and evaluator shall conduct the pre-observation conference in order to discuss the lesson plan and identify any specific areas of focus, establish a date for the formal observation, and discuss professional activities to be observed, including their content , objectives, standards, strategies, and possible evidence to meet the scoring criteria.

B. Formal Observation

At least two (2) pre-arranged formal observations shall be conducted by the evaluator. The total observation time, per employee, shall not be less than sixty (60) minutes per year. New provisional employees shall be observed at least once for a total observation time of not less than thirty (30) minutes during the first ninety (90) calendar days of their employment period.

Formal observation dates and times will be scheduled and agreed upon by the employee and evaluator. Formal observations shall be scheduled with adequate time in between in order to allow for conferencing and growth.

The evaluator will conduct the observation of practice as scheduled. The evaluator will take notes throughout the observation and share those with the employee within three (3) working days of the observation. Upon receipt the employee may provide additional information for this document.

C. Informal Observation

Observations other than those required above may be held at any time during the performance of assigned duties, provided that such observations must be based upon the evaluation criteria and indicators outlined in this Agreement. Such additional observations may be conducted at the discretion of the evaluator or may be pre-arranged by mutual agreement.

Informal Observations are non-scheduled observations during which time evidence is gathered by an evaluator to inform him or her regarding an employee's final evaluation. If there is an area of concern noted in any record from such observations, written documentation of the observation must be provided to the employee for that evidence to be included in the final evaluation. Such documentation will be provided within three (3) school days of the observation. An employee may request a post-observation conference to discuss an informal observation and the request shall be granted.

D. Post-Observation Conference

Following the observation and the receipt of the evaluator's notes, the employee will reflect on the lesson and discuss the findings with his/her evaluator.

The employee and evaluator shall schedule to meet for the post-observation conference within three (3) school days of the observation.

The post-observation conference includes a review evaluator's evidence. Both the employee and the evaluator may contribute evidence to the overall assessment of professional performance during the conference as such conference is intended to be a dialogue between the employee and evaluator. At the end of the post-observation conference, the employee and evaluator will agree on next steps and sign documentation that the conference has occurred.

E. Summative Assessment

No later than May 15, the employee and evaluator will meet to discuss the employee's final summative score. This conference will include a review of the evidence gathered including formal and informal observations and artifacts,

professional contributions, impacts on learning, and other ancillary evidence. The final summative score and recommendation will be recorded on the Summative Evaluation Form (Appendix F).The employee will sign two (2) copies of Appendix F to indicate receipt. The signature of the employee does not, however, imply that the employee agrees with its contents, only that he or she has read it. The employee may attach any written comments or rebuttal to the final annual evaluation report at any time.

If the evaluator assigns the employee an overall final summative rating below Satisfactory, the evaluator will use the evidence as gathered during the evaluation process as an explanation for the Unsatisfactory or Needs Improvement rating. When appropriate, a lack of evidence as required in the rubrics may also be used in such an explanation.

In the case of a "Needs Improvement" or "Unsatisfactory" rating, the employee and evaluator shall meet prior to the end of the school year or at the beginning of the following school year to determine what support would best serve the employee.

If an employee disagrees with the evaluator's overall summative performance rating, the evaluator's rating shall be recorded and the employee may follow the due-process steps already set in the contract.

Section G. Evaluation of Teaching Employees:

The teacher evaluation system applies to classroom teachers who spend more than fifty (50) percent of their workday providing academically focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics. The term "classroom teacher" for evaluation purposes does not include ESAs, counselors, librarians, media specialists, TOSAs, instructional coaches, curriculum specialists, or other bargaining unit members who do not spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students and whose duties are not consistent with the state criteria for teachers and the district's framework and rubrics.

Comprehensive Evaluations - A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. All classroom teachers shall receive a comprehensive summative evaluation at least once every six years.

The following classroom teachers shall receive an annual comprehensive summative evaluation:

A. Classroom teachers who are provisional employees under RCW 28A.405.220;

B. Any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

C. All other classroom teachers at least once every four years.

Focused Evaluations - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (Level 3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one (1) of the eight (8) criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The selected criterion must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

Teachers on focused evaluations shall have the option of selecting which one (1) of the eight (8) criteria will be assessed, plus the student growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities. Employees will complete the Goal Setting Template (Form B). Administrators will use the Scoring Rubric Worksheet (Form D-Focused) that reflects the Criteria that was mutually agreed upon by the teacher and the evaluator on Form B.

If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth indicators in either criterion 3 or 6.

If the selected criterion for the focused evaluation has been determined to be non-observable, classroom- based observations will still be required. The selected student growth indicator will be documented on the Goal Setting Template (Form B).

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator.

The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns related to one of the other evaluative criteria. That concern shall be shared with the teacher in writing at that time.

Each employee shall have the opportunity for confidential conferences with his or her immediate supervisor on no fewer than two occasions in each school year. Such confidential conferences shall be for the purpose of aiding the administrator in his or her assessment of the employee's professional performance and to provide additional evidence by either the evaluator or teacher to aid in this assessment against the instructional framework rubrics and/or for the teacher to provide unobserved evidence of having met certain criteria and goals. The annual evaluation results will be documented on the summative evaluation form (Form H) with only the selected criteria being scored.

State Criteria, Framework, and Scoring

The parties have agreed to the CEL 5D+ adopted evidence-based instructional framework as approved by OSPI. The complete instructional framework is included in Appendix I.
The following criteria will be used to evaluate certificated classroom teachers:

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

Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers for criteria 3, 6, and 8.

Criterion Scores

Each rating will be assigned the following numeric values:
Unsatisfactory - 1 Basic - 2 Proficient - 3 Distinguished - 4

During a Comprehensive Evaluation cycle, an employee shall receive one (1) of the four (4) performance ratings for each of the minimum criteria. Additionally, an employee shall receive one (1) of the four (4) performance ratings for the evaluation as a whole, which shall be the overall summative score as per WAC 392-191A-080(6).

A numerical mean shall be used to calculate the individual criterion rating. When a criterion rating includes a whole number plus a place value of .49 or below it will be rounded down to the nearest whole number. When a criterion rating includes a whole number plus a place value of .50 or above it will be rounded up to the nearest whole number. (For example, a final rating of 2.49 would become a criterion rating of 2 and a rating of2.50 would become a criterion score of 3.) However, to achieve a Distinguished rating, a teacher must receive a majority of Distinguished ratings on the criterion scores.

Overall Summative Score

All classroom teachers on a comprehensive evaluation shall receive a performance rating for each of the· eight (8)

state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

8-14 points- Unsatisfactory

15-21 points-Basic

22-28 points-Proficient

29-32 points- Distinguished

All teachers on a focused evaluation shall receive a performance rating for one (1) of the eight evaluation criteria where 1 = Unsatisfactory, 2 = Basic, 3 = Proficient, and 4 = Distinguished.

Student Growth Criterion Score

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. During a comprehensive evaluation, the evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:

5-12-Low

13-17-Average 18-20-High

During a focused evaluation, a teacher shall choose the student growth components from criteria 3 or criteria 6. The scores from these components will be included in the overall focused evaluation score.

Student growth data shall be derived from multiple sources, and must be appropriate and relevant to the teacher and subject matter. It may include teacher initiated, formative and summative 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.

Multiple measures of student growth must be used in the evaluation process and such measures, selected by the teacher and relevant to the principal, may include classroom-based, school-based, District-based, and state-based tools.

Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available.

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If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, s/he must automatically be moved to the Proficient (3) level for the overall summative score.

Certificated classroom teachers with low student growth rating will engage, with their evaluator, in a student growth inquiry. Within two (2) months of receiving the low student growth score or at the beginning of the following school year, the following must be initiated by the evaluator:

The teacher, shall create a plan to address student growth issues that may include one (1) or more of the following:

a. 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;

b. Examine extenuating circumstances which may include one (1) or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;

c. Schedule monthly conferences focused on improving student growth to include one (1) 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;

d. Create and implement a professional development plan to address student growth areas.

Comprehensive and Focused Evaluation Steps

The comprehensive evaluation process must occur at least once every six (6) years [three (3) consecutive years for new or provisional teachers]. There are six (6) steps required to complete a comprehensive evaluation, which utilize a collaborative model between teacher and evaluator. They include 1) the teacher's self-assessment, 2) a goal setting conference between the teacher and evaluator, 3) a pre- observation conference(s), 4) observations of the teacher by the evaluator, 5) a post-observation conference(s), and 6) the summative evaluation conference.

Step 1: Self-Assessment

Each teacher shall reflect on his/her practice and complete a self-assessment (Form A). This is a personal reflection of practice and will serve as a tool for the goal setting conference. The teacher is not required to share the written results with their evaluator.

Step 2: Goal Setting Conference

Following the self-assessment, the teacher will meet with his or her evaluator in a goal setting conference. Additionally, for indicators SG 3.1, 6.1 and 8.1 the teacher shall determine a student growth goal. The teacher shall complete and submit the Goal Setting Template (Form B) to the evaluator prior to a mutually agreed upon goal setting conference date.

Step 3: Pre-Observation

a. For formal observations , the teacher shall complete the Pre-Observation Form (Form C), with a written lesson plan, and send it to the evaluator twenty-four (24) hours prior to a mutually- determined pre-observation conference.

b. The teacher and evaluator shall conduct the pre-observation conference in order to discuss the lesson plan and identify any specific areas of focus, establish a date for the formal observation, and discuss professional activities to be observed, including their content, objectives, standards, strategies, and possible evidence to meet the scoring criteria.

Step 4: Observations Formal Observation
At least two (2) pre-arranged formal observations shall be conducted by the evaluator. The total observation time, per emp loyee, shall not be less than sixty (60) minutes per year. New provisional employees shall be observed at least once for a total observation time of not less than thirty (30) minutes during the first ninety
(90) calendar days of their employment period.

Formal observation dates and times will be scheduled and agreed upon by the teacher and evaluator. Formal observations shall be scheduled with adequate time in between in order to allow for conferencing and growth.

The evaluator will conduct the observation of practice as scheduled. The evaluator will take notes throughout the observation and share those with the teacher within three (3) working days of the observation. Upon receipt the teacher may provide additional information for this document.

Informal Observation

Observations other than those required above may be held at any time during the performance of assigned duties, provided that such observations must be based upon the evaluation criteria and indicators outlined in this Agreement. Such additional observations may be conducted at the discretion of the evaluator or may be pre-arranged by mutual

agreement.

Informal Observations are non-scheduled observations during which time evidence is gathered by an evaluator to inform him or her regarding a teacher ' s final evaluat ion. If there is an area of concern noted in any record from such observations, written documentation of the observation must be provided to the teacher for that evidence to be included in the final evaluation. Such documentation will be provided within three school days of the observation. A teacher may request a post-observation conference to discuss an informal observation and the request shall be granted.

Step 5: Post-Observation Conference

Following the observation and the receipt of the evaluator's notes, the teacher will reflect on the lesson and discuss the Scoring Rubric Worksheet (Form D-Comprehensive) with his/her evaluator.

The teacher and evaluator shall schedule to meet for the post-observation conference within three (3) school days of the observation.

The post-observation conference includes a review of the evaluator's evidence. Both the teacher and the evaluator may contribute evidence to the overall assessment of professional performance during the conference as such conference is intended to be a dialogue between the teacher and evaluator. At the end of the post-observation conference the teacher and evaluator will agree on next steps and sign documentation that the conference has occurred.

Step 6: Summative Assessment

No later than May 15 the teacher and evaluator will meet to discuss the teacher's final summative score. This conference will include a review of the evidence gathered including formal and informal observations and artifacts, student growth data (Form B), professional contributions, impacts on learning, and other ancillary evidence. Multiple measures of student growth must be used in the evaluation process and such measure may include classroom-based, school-based, District-based and state-based tools. The final summative score will be based on the alignment of evidence gathered based on the CEL SD+ and State Student Growth rubrics. The final summative score and recommendation will be recorded on the Summative Evaluation Form (Form E).The teacher will sign two (2) copies of Form E to indicate receipt. The signature of the teacher does not, however, imply that the employee agrees with its contents, only that he or she has read it. The teacher may attach any written comments or rebuttal to the final annual evaluation report at any time.

If the evaluator assigns the teacher an overall final summative rating below Proficient, the evaluator will use the evidence as gathered during the evaluation process as an explanation for the Unsatisfactory or Basic rating. When appropriate, a lack of evidence as required in the rubrics may also be used in such an explanation.

In the case of a "Basic" or "Unsatisfactory" rating, the teacher and evaluator shall meet prior to the end of the school year or at the beginning of the following school year to determine what support would best serve the teacher.

If a teacher disagrees with the evaluator's overall summative performance rating, the evaluator's rating shall be recorded and the teacher may follow the due-process steps already set in the contract.

All continuing contract employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to, class size limits, paid in-service training, release time to observe colleagues, option to transfer, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans, etc.

The employee and evaluator shall meet either prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, or at the beginning of the following school year, to mutually determine what support would best serve the teacher.

Any teacher whose performance has been judged unsatisfactory on the *Summative Evaluation Form* (Form

E) may be placed on a program for improvement any time after October 15.

Section H. Probation (Non-Provisional Employees):

No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the TPEP (ESSB 5895) evaluation system with an emphasis on developing inter-rater reliability.
Employees shall have the right to Association representation at all probationary meetings.

The purpose of the probationary period is to give the employee an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program 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.

The probationary period may be extended into the following school year if the probationer has five (5) or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 1st11 of Level 1 (Unsatisfactory) or Level 2 (Basic), or Unsatisfactory for Support Employees.
The Superintendent shall place on probation any employee whose performance has been judged Unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

Before placing an employee on probation, the following shall occur:

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 20th

2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th • The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee.

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

4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include the following provisions:

    a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.

    b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.

    c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument; and

    d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.

    At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.

5. At this time the evaluator shall meet with the employee and, at his or her discretion, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any

changes that the parties might deem prudent.

6. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.

7. The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certificated administrator from within the District or from outside the District who is trained in the CEL SD+ framework.

   ESD Evaluator - If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her.

   Using the plan of improvement mutually agreed to by the District and the Association, the ESD evaluator (or the additional evaluator) will evaluate the employee based on multiple observations of classroom performance, student growth data, professional contributions, impacts on learning, and other evidence produced by the employee. This evaluator's findings and conclusions shall then be presented to the original evaluator in writing. During this time the employee will not be transferred from the supervision of the original evaluator. The ESD evaluator (or additional evaluator) shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation.

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

   An employee who is on a plan of improvement must be removed from probation if s/he has demonstrated improvement in the areas described as deficient. The employee must also be removed if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five years of experience.

8. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.

9. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the employee may be removed from his or her 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 that 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 his or her contract term.

Non-renewal, Adverse Action, and Discharge

In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge an employee, the employee shall receive written notice and the District will follow the procedures specified **in** Washington Revised Code 28A.400 et. seq.

Non-renewal of provisional employees does not require probation as provided in this section.

Section I. **Evaluation Results:**

Only the final summative evaluation document, along with any comments submitted by the employee, shall be kept in the personnel files. All other evaluation documents shall be returned to the employee and will not be used for future evaluations.

Evaluation results shall be used to recognize and encourage excellence in teaching, document levels of performance,

and identify areas needing improvement.

Evaluation results shall not be:

- Shared or published with any employee-identifying information unless as a requirement of statute.
- Shared or published without prior notification to the employee and Association .
- Used to determine any type of base or additional compensation.

Evaluations are based on individual employee performance relative to the evaluation rubric. There shall be no District or building quotas or caps for performance ratings .

Section J. Recordkeeping:

The District shall not limit employee access to eVal (or other electronic evaluation systems) accounts nor require employees to share personal assessment information utilized within the eVal/ other systems. Evaluators shall notify employees of any evidence submitted about them within three (3) days of submission. The use of eVal is optional for the employee and all data entered into eVal shall be treated as confidential information.

Section K. Legislative Impacts:

This Article of the Agreement shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement or upon mutual agreement of the parties for non-legislative impact reasons.

ARTICLE V. STAFF REDUCTION AND RECALL

Section A. Layoff and Recall Procedures:

The District shall determine by May 15 any reduction in the educational program for Elma School District for the following school year. This determination shall be based upon the financial resources, student needs, and educational goals for the following year. If the District determines the financial resources will not be adequate to permit the District to maintain its education programs and services substantially at the same level, the District shall adopt a reduced educational program for the following year.

In the event that it is necessary to reduce the number of certificated employees, those certificated employees who will be retained to staff the District's reduced program and those certificated employees who will be laid off, will be identified by using the following procedure.

a. The District will notify the Association in writing of its intention to reduce staff no later than May 1 with written rationale, including enrollment forecasts and/or fiscal data. The District will determine, as accurately as possible, the total number of certificated employees known to be leaving the District for reasons of retirement, family transfer, normal resignation, leaves, non-renewal, or other reasons and those vacancies will be considered first in a reduction of certificated employees.

   The term "layoff' as used therein refers to action by the Board reducing the number of certificated employees in the District due to economic reason only; it does not refer to decisions to discharge or non- renew any individual employee for cause.

Section B.

In the event of layoff, the District shall provide written notice to those who will not be retained for the following school year. This notice shall be provided on or before May 15 to all certificated employees and the Association. All layoffs will be made effective at the start of the following school year.

Section C.

Layoff shall be by seniority only except as modified by the provisions and procedures following. Seniority shall be defined as total length of service in the State of Washington as shown on the Form S-275 for the current school year. Less than a full year's experience under contract shall be computed as the number of actual days employed.

In the event that ties exist after the application of the above, those certificated employees shall be ranked as to length of service in the Elma School District.

In the event of ties existing after the application of District longevity, those certificated employees shall be ranked as to total education beyond the BA degree submitted to the District as of October 1 of the then current school year and which is applicable to the salary schedule. In the event that ties still exist, all employees so affected shall participate in a drawing, by lot, to determine position on the seniority list. All affected employees shall be conducted openly and at a time and place which will allow the. affected employees to be in attendance.

In order to qualify for seniority ranking, an individual certificated employee must possess such valid Washington State certificate(s) and appropriate endorsements as may be required by law and/or state regulation.

By not later than December first of each year the District shall publish and distribute to the Association, a seniority list ranking each certificated employee from the greatest to lowest seniority. Such list shall include each employees' seniority criteria used to determine his/her placement on the list. Any staff member may, in writing, and within ten (10) days of the list, file with the Superintendent and the Association his/her objections to the ranking order. The employee may request consideration for modification of the ranking order. Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the Superintendent rejects the individual's request for modification of the list, s/he shall do so in writing and provide the individual and the Association with copies thereof. Any further appeal of placement shall be made pursuant to the grievance procedure.

Section D.

In the event the District calls back laid off employees to fill available positions, the following criteria shall be used to determine which employee shall be called back. Each laid off certificated staff member will be placed in the category appropriate to the position held at the time of implementation of these procedures. An employee presently performing in more than one (1) category shall be placed in each such category, provided that the staff member holds the appropriate certification/endorsements for such category. The following categories are established to ensure the qualifications of personnel called back to retained positions and to allow for the least disruption of the ongoing program:

(1) Elementary teachers will be placed in one category, K-5th Grade.

(2) Secondary teachers (6th grade through 12th grade) will be considered for call back by teaching categories including, but not limited to, the following:

- (a) Art
- (b) Business Education (non-vocational classes)
- (c) Foreign Language (by each individual language)
- (d) Health and Physical Education
- (e) Home and Family Life (non-vocational education classes)
- (f) Industrial Arts (non-vocational education classes)
- (g) Language Arts
- (h) Mathematics
- (i) Music
- G) Science
- (k) Social Studies
- (l) Traffic Safety

(3) Support Staff will be considered for retention by the following categories:

- (a) Counselor
- (b) Nurse
- (c) Occupational Therapist
- (d) Physical Therapist
- (e) Psychologists
- (f) Special Education
- (g) Speech and Language Pathologist

(4) Career and Technical Education employees by field of specialty.

Section E.

If the District believes that a lay off may be necessary, each employee shall be asked to identify additional categories he/she may qualify for, and that in order to be considered for retention in any additional category, such employee must file, within ten (10) working days after a request for such information is made by the Superintendent or his designee, a written statement indicating those additional categories in which he/she is qualified, and if qualified, shall be placed in those categories by seniority.

Qualifications for these additional categories shall be by experience within major preparation, experience with minor preparation, experience outside major/minor preparation and/or professional preparation without experience (major/minor), and special certificate when necessary.

Recall Procedures - All certificated employees who receive notice of layoff will be placed in a District employment pool and will be recalled for a position in the District which thereafter occurs for which they qualify. Staff selection to fill these positions shall be made from the categorical seniority list in descending order from highest to lowest position. The District shall give written notice of recall from layoff by sending a registered or certified letter to said certificated employee, or by personal contact. Any certificated employee so notified shall respond within four (4)

calendar days from receipt of the notice whether the certificated employee accepts or rejects the position. If a registered or certified letter has not been delivered within four (4) days after the mailing of such letter, and the employee has not provided the district with a telephone number and information as to time and place he/she can be contacted, said employee shall be dropped from the employment pool. If a certificated employee rejects a position for which he/she is qualified, or fails to respond in writing within four (4) days and such position is consistent with the provisions of this Article, the certificated employee shall be considered to have resigned from the employ of the District, and all benefits shall cease at that time. It is understood and agreed that although certificated employees properly laid off pursuant to the terms hereof, and in compliance with applicable law, must not have a continuing contract guaranteeing them a position and salary for the forthcoming year, laid off employee shall be considered to have employment status with the District for the purpose of retaining seniority ranking; retaining group insurance membership status upon agreement with the group insurance company that the employee may pay the premiums him/herself directly to the company; retaining accumulated sick leave; and retaining sabbatical eligibility credits. A laid off employee shall be considered to have employment status for one (1) year with the District until he/she submits written resignation, fails to accept a position pursuant to the recall procedure, or accepts a full-time position as a certificated employee with another school district. Should the employee wish to continue to be included in the employment pool for a second year, he/she must notify the District in writing before May 15 of the school year following lay-off. All positions of substitute teachers shall be offered to certificated employees in the employment pool on a first notification basis in rotating order of application on the basis of qualifications and certification, provided that each member registers with the District office.

ARTICLE VI. INSTRUCTION

Section A. Academic Freedom:

1. The District has the authority and responsibility to develop and adopt courses of study and instructional materials. The Parties adhere to the principle of the employee's freedom to provide supplemental materials and to think and express ideas and concepts on issues, including controversial issues, when such are consistent with the District's instructional program, and when relevant to subject matter in a given grade level. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the Parties' commitment to the democratic tradition; a concern for the rights, growth and development of students; objective scholarship; and a recognition of the maturity level of students. Further, the Parties agree that the District's schools are not the appropriate forum for the expression of personal religious or political views.

   The District shall place no restrictions upon school or classroom library materials, except as described in 28A.320 RCW. Teachers shall not be responsible for providing alternative curriculum or lesson planning for students whose parents or guardians have opted them out of regular instruction, except for students who are opted out of sexual health classes as permitted under RCW 28A.300.475.

2. Grades: A teacher's recorded term grade for a student will not be changed prior to a review of the matter by the teacher affected and the building principal. The teacher may request the matter be reviewed by the Superintendent or Superintendent's designee.

Section B. Plan Time:

1. Elementary: All elementary (K-5) employees shall have scheduled no less than 200 minutes per contract week, during the work day, excluding duty free lunches duty free recesses, and excluding thirty minutes before and thirty minutes after the student day, for planning purposes. When the District assigns elementary specialists, the classroom K-5 teacher may use that time for which the specialist is responsible for classroom planning.

2. Secondary: All secondary (6-12) employees shall have scheduled no less than one class period per contract day, excluding duty free lunches and excluding thirty minutes before and thirty minutes after the student day, for planning purposes.

3. Use: The use of plan time shall be for professional purposes. The District will attempt to schedule professional conferences (e.g. IEP, MDT, SST) at times other than employee plan time.

4. Loss of Plan Time: In the event the District requires employees to provide coverage during their planning time, affected employees shall be paid an additional stipend equal to a proportion of the employee's base salary. These occurrences shall be documented by the District and each effected teacher shall be given a copy of the documentation.

   If an employee is required to take more than twelve (12) additional students in his/her classroom in order to provide coverage because of a lack of substitutes, he/she shall receive an overload stipend based on the appropriate per diem rate for each hour that said students are under the supervision of the teacher. Hours shall be calculated in fifteen minute increments and shall be rounded up to the nearest fifteen (15) minute increment.

5. Part Time Employees: Part time employees shall be granted plan time proportionate to the amount of time they are employed.

Section C. Supplies, Materials and Equipment:

Requests and Responses: In making requests for supplies, equipment and materials for use in the instruction program employees shall:

1. An employee having a concern regarding adequacy of instructional materials, equipment, and supplies has the right to review such concerns with his/her administrator.

2. Employees may make request to their administrators in writing for supplies on the appropriate forms.

3. The principal shall advise the requesting employee of the disposition of the request.

4. Access to office equipment necessary for the preparation of classroom materials will be scheduled by the building administrator.

5. Each year each department/grade level will be notified of the amount budgeted for supplies, materials, and equipment by June 1.

6. Administrators will work to ensure that all properly submitted and approved requests for supplies and materials will be processed in a efficient and timely manner.

Section D. Student Discipline:

1. Distribution of Student Discipline: No later than September 30 of each school year, the Building Administrator shall distribute to and review with employees the building procedures for student discipline.

2. District Support: The District Administration shall support and uphold employees in their responsible and professional implementation and enforcement of the District's student discipline policy. Building administrators shall support and uphold employees in their efforts to maintain discipline in the building and shall give immediate response to all employees' requests regarding discipline problems, provided the employee has followed established and published procedures as described in section 1 above.

3. An administrator or administrator's designee shall be available at each building during the student day to handle discipline problems. Each building will have a written discipline procedure available to employees. No bargaining unit member shall be designated as an administrators' designee for the purposes of this section, except Deans for Students, members working on administrative credentials, or members with administrative credentials wishing to gain administrative experience

4. Whenever employees submit a written referral for student discipline, a copy of such referral shall be given to the principal. Principals shall normally provide a response within two (2) work days. In emergency situations regarding the exercise of authority by a teacher to control and maintain order and discipline, the teacher shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws and regulations.

5. An employee shall have the right to remove a student from class when the employee deems such action necessary to maintain order or discipline, provided that, except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action. In no event shall an excluded student be returned during the balance of that class or activity period, or up to the following two days, without the consent of the teacher or until the principal or designee and the teacher have conferred. "Confer" shall mean that the administrator, teacher, and student as appropriate, shall meet and agree upon appropriate behavioral expectations, as well as probable consequences for future, similar infractions. Results of this meeting shall be reduced to writing by the administrator and shall be provided to the parent, employee and student.

6. In instances where a special education student disrupts a classroom in such a manner that the educational process is significantly impaired, discipline of the student will be in accordance with their IEP or state and federal law. If the behavior is not a manifestation of the student's disability, they may be subject to the same discipline as students without IEP's. This shall also apply to students with 504 plans.

7. If student misconduct affects other students, such as when a room needs to be evacuated, or when students witness a verbal or physical assault, the Principal will consult with the teacher to determine the best method and form of communication to parents of the affected students.

8. Employees will be notified of recorded student discipline/behavior and/or medical history when such student assigned to an employee provided that such notification will not violate legal requirements of confidentiality.

Section E. Professional Development:

The District shall allocate each year $15,000 to be used for professional development activities. Professional development activities will be determined jointly by building staff and the building administrators. These needs will be identified by staffs in individual building/work units. Each building staff and building administrators will jointly decide on the use of the monies on or before December 1 of each year with the allocation determined by instructional certificated staff FTE. Participation in resulting professional development is not required after the work day.

If professional development occurs outside the workday, the rate of compensation will be the appropriate per diem rate.

Section F. Mentor Teachers:

The District will maintain a mentor teacher program. Mentor teachers assigned by the District to mentor provisional employees will be compensated $800 each year said mentor is assigned. Each mentee will be compensated $400 for each year they participate in the program. Participation in the mentor program is voluntary to the mentor.

Section G. Hiring Substitutes:

Whenever an employee or an aide is absent the District shall make an honest effort to replace that employee, during the term of his/her absence, with a suitable substitute. Teacher requests will be considered whenever possible. Para educators shall not be used as instructional substitutes for certificated unless a Para educator holds teacher certification.

Substitutes who hired for a single position for 20 days or more are part of the bargaining unit as described in Art. I, Section B, Recognition, shall be paid at the appropriate rate on the adopted ETO salary schedule. Substitutes who have worked 30 or more non-consecutive days and continue to be available to substitute on a daily basis will be paid at the BA+0, Step 1 rate.

Employees hired on ~~a~~ leave replacement contracts and substitutes who meet SEBB requirements will be eligible for health insurance consistent with state law.

Section H. Work Load Relief:

Work assignment relief as provided in this agreement will be applied when the following class sizes are exceeded:

Grades K-1	19 students per class
Grade 2	19 students per class
Grade 3	21 students per class
Grades 4	27 students per class
Grade 5	27 students per class provided that if a class having fewer students than the impacted class is available, the work load relief provided in this agreement shall be borne by the building budget. Traditionally larger class assignments (e.g., band, choir, and PE) may exceed this limitation without relief as provided herein. Elementary specialists classes shall be consistent with standards above. Elementary specialists shall be limited to fifty (50) classes per week, unless the specialist agrees to additional classes and students.
Grades 6 through 8	150 students per day and no more than four (4) preparations per day, except that PE classes will not exceed 40 students per class and music classes will not exceed 50 students per class.

Grades 9 through 12	150 students per day with five (5) periods and no more than four (4) preparations per day, except that PE classes will not exceed 40 students per class and music classes will not exceed 50 students per class.
Grade 6 through 12	Class sizes at or below 32 students per class period are a priority; provided, however, that if a class period exceeds 32 students, the provisions of Work Load Relief will apply.

Counselors shall not be required or expected to supervise lunches, recess, or act as substitutes. Counselors shall not be solely responsible for testing coordination.

Work Load Relief

Relief provided herein will be applied after ten (10) instructional days at the beginning of each quarter. In the event that work assignment exceeds the limits above, the District will transfer students or hire additional teachers.

If the District determines that transferring students or hiring additional teachers is not appropriate relief, then the teacher will be given

(1) For elementary teachers a stipend of $400 for each unit of students over the maximum: A unit stipend is $400 for one to two students over the maximum (for music and PE, one to five students); $600 $800.00 for three to four students over the maximum (for music and PE, six to eleven students); $900 $1,200 for five to six students (for music and PE, twelve to seventeen students); etc. Special Education teachers are not eligible for work load relief as provided in this subsection, (5).

(2) For secondary teachers, relief for overage of the total number of students shall be the same as elementary. For single period overages, the stipend will be divided by the number of periods taught.

(3) Work load relief for special education and ML employees is based on number of cases assigned to be managed.

Special Education and ML Caseloads Managed

Life Skills	12
Resource	24
SLPs, OT/PTs,	50 special education cases, provided students that are "monitor only" or "consult" do not count toward case load relief

ML caseload defined as: identify ELL students who are new to the program or close to exiting will be screened by the ML staff for additional targeted support through case management.

ELL	45
School Psychologists:	1:1000

EGHHS: Teacher Caseload and Subject Responsibility

The District will cap teacher caseloads at a ratio of 1:32 students by core content area: Math, Science, English, and Social Studies.

Each teacher will be responsible for designing and monitoring Student Learning Plans for their assigned subjects. In a team-teaching scenario, where two teachers share a total of 64 students, one teacher will be responsible for the success of students in English Language Arts (ELA) and Social Studies, while the other teacher will be responsible for Math and Science.

A stipend of $400 for each unit of special education or EGHHS case over the maximum: A unit stipend is $400 for one Special Education teachers nor EGHHS are not eligible for work load relief as provided in subsection, (5) above.

Additional days for Special Education Teachers, Counselors and School Psychologists

Special Education teachers shall be paid for an additional nine (9) days each year for the completion of IEPs.

Counselors and school psychologists shall be eligible for up to ten (10) additional days for scheduling, IEPs, and testing.

ELL teachers shall be given at least five (5) extra days for case management.

Section I. Hiring Input:

1. In the process of filling a posted position the District will provide employees the opportunity to assist with the interviewing process, allowing input to the administrator responsible for the recommendation for hiring. Whenever possible, these employees shall include, but not be limited to, employees from the building or from the grade group or department for which the employee is being hired.

   Applicants will be notified of the District's decision .

2. No position shall be filled without meeting the minimum required posted qualifications without consultation with the Association.

Section J: CTE Provisions

1. CTSO Stipends The stipends for Career and Technical Student Organizations (CTSO), including FFA, FBLA, SkillsUSA, and Media Club, will be integrated into the 2023-2024 Collective Bargaining Agreement (CBA) Memorandum of Understanding (MOU) for Career and Technical Education (CTE).

2. CTE Extended Activities Contracts The terms for CTE Extended Activities Contracts will adhere to the following provisions:

   - Scope: The contracts will specify a minimum and maximum range of days/hours dedicated to approved activities.
   - Mandatory Activities: CTE educators must participate in all CTE advisory board meetings and student leadership enhancement sessions.
   - Pro-rated Entitlement: Extended time entitlement will be proportionate to the employee's CTE Full-Time Equivalent (FTE).
   - Student Engagement: A minimum of 60% of the allocated time must focus on direct student interactions.
   - Compensation: The specific number of days, ranging between 5 to 30 days (equivalent to 37.5 to 230 hours), will be collaboratively determined by the Administrator and the CTE educator based on proposed activities for the school year.
   - Administrator Discretion: The Administrator holds the discretion to set the number of days, based on the significance and scope of the proposed activities.
   - Hourly Rate: Compensation during the school year will be based on the teacher's hourly rate.

3. CTE Activities Overview CTE activities include, but are not limited to:
   - Student leadership engagements.
   - Advisory board meetings.
   - Compliance with state and federal programs.
   - Updates and maintenance to program facilities and technology. These activities exceed the typical instructional hours and are tailored specifically to the distinct requirements of each CTE program.

4. Annual Planning & Documentation By May each year, or upon onboarding a new CTE staff member, the Administrator and the CTE teacher will collaborate to strategize program activities for the upcoming year. This collaborative effort will result in a written plan by the end of the school year, though it remains amendable upon mutual agreement.

5. Compensation & Documentation CTE educators must duly log their worked hours on the CTE Extended Day Log. This log should be presented to the Administrator for verification before disbursement. The submission deadline for CTE staff on contracts of 10 days or less is June 30th. Those engaged on contracts exceeding 15 days have an option for monthly payouts throughout the 12 months. However, they must maintain documentation that supports the hours worked. Before payment release, a comprehensive plan endorsed by the Administrator must verify the contract's hours. Any discrepancies in logged hours will be reflected in the August salary.

6. Resolution of Discrepancies Any disputes regarding logged activities should first be addressed between the Administrator and the relevant CTE instructor. Rejected activities can be replaced with alternative ones upon the Administrator's approval, ensuring the decision-making process remains transparent and unbiased.

ARTICLE VII. LEAVES

Section A. Sick Leave:

1. Accumulation: At the beginning of each school year, each full-time employee shall be credited with twelve (12) days of illness, injury, and disability leave, which shall be referred to hereafter as "sick leave." Unused sick leave shall accumulate to the maximum allowed by law. Each employee's accumulated sick leave balance will be made known to him/her on each paycheck stub. Sick leave earned but unused in all school districts within the State of Washington shall be credited to the employee's sick leave account upon employment.

2. Personal Illness, Injury or Disability: The District shall grant sick leave to an employee when the employee is unable to perform duties because of personal illness, injury or disability.

   Except for emergencies, employees must call in at least one (1) hour before commencement of the workday to be eligible for sick leave.

   Parental: The District shall grant such leave for pregnancy, child birth, bonding, and related temporary disability to employees, up to sixty (60) work days as needed and determined by the employee and verified by the employee's physician. Employees requesting parental leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee. Medical provider's verification may be required. Leave sharing may be available as permitted by state law.

   Family Illness: The District shall grant sick leave to employees in the event of illness within the immediate family of the employee. For the purposes of this provision, immediate family shall mean spouse, parent, child, grandchild, grandparent, sibling, niece, nephew, aunt or uncle, or those of the employee's spouse, or a person living in the same household as the employee.

   Emergency: The District shall grant one (1) days of emergency leave to employees in the event the employee has an emergency, defined as, a problem that has been suddenly precipitated and/where preplanning is not possible and where preplanning could not relieve the necessity for the employee's absence. Such emergency leave shall not be deducted from sick or personal leave and shall not rollover from year to year.

3. Sick Leave Exhaustion: In the event an employee's accumulated sick leave is exhausted, but more sick leave is required by the employee pursuant to the provisions set out above, the employee may request a leave without pay for the period of time needed to return to work or the end of the school year, whichever is sooner. The employee shall advise the District of the expected duration of the leave at the time of request for the leave.

4. Annual Sick Leave Buy-Back Option: Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's pay for each four (4) days of accumulated unused sick leave (accumulated in the previous calendar year), in January of each year following any year in which a minimum of sixty (60) days of sick leave are accumulated. No employee may receive pay for sick leave accumulated in excess of one (l) day per month.

5. Death or Retirement Sick Leave Buy-Back Option: At the time of separation from District employment due to retirement (as recognized by the Washington State Teachers Retirement System, whether or not the employee was a participating member of the system) or death, an employee or his/her estate shall receive pay for accumulated but unused sick leave at a rate equal to one (1) day's per diem pay for each four (4) full days accrued leave for illness or injury.

Section B. Personal Leave:

A total of two (2) days personal leave per school year shall be allowed. No more than 5% of the certificated staff per building will be allowed to take personal leave days on the same date. An employee may roll over two (2) unused day so that they could utilize a total of five (5) days following the normal conditions for personal leave.

Section C. Bereavement Leave:

The District shall grant employees up to five (5) days with pay per occurrence for death in the immediate family of the employee, as defined below. Additional bereavement may be granted as emergency leave. Immediate family shall mean spouse, parent, child, sibling, grandchild, grandparent, or those of the employee's spouse, a person living in the same household as the employee, any person who is a dependent of the employee, aunt, uncle, niece, nephew, son-in-law, daughter-in-law.

Section D. Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received.

Leaves of absence with pay and benefits shall be granted when an employee is subpoenaed to appear in court.

If the employee is a plaintiff in an action against the District, leave shall be without pay.

Any transportation, meal or lodging expense reimbursement shall be retained by the employee.

Section E. Sabbatical Leave:

Sabbatical leaves will be granted subject to administrative approval of individual programs, for the following purposes:

1. Graduate study leading toward an advance degree.

2. Advanced technological and vocational training designed to increase the quality of education.

Provisions: All regular faculty members, after five (5) years of service with the district, will be eligible for sabbatical leave.

1. No qualifying restrictions with regard to seniority or degree will be placed on sabbatical leave; the merits of the application and the benefits expected to accrue to the institution and the world of scholarship will be the deciding factors.

2. The faculty member desiring sabbatical leave will submit his/her proposal and plan of study in writing by April 1. He/she will be notified of the approval or disapproval of his/her leave prior to the first of May of the year prior to which the leave will be taken. The Board of Directors approves the granting of leaves.

3. The length of leave will be either one-half or one full academic year.

4. The basis of pay during the sabbatical leave year will be one-half (1/2) the base annual salary of the leave year.

5. A person who takes leave will be offered his/her position, if available, on his/her return.

6. An employee who takes sabbatical leave is obligated to return to the school district for a period of at least two (2) academic years.

7. Health insurance can be kept in force if the employee sends a monthly check to the district in the amount of the premium. The check must be made in favor of the insurance company and must be at the district office on the 20th of the month preceding premium due date. The employee will retain any accumulated sick leave but will not be credited with additional sick leave during the leave year.

8. Mandatory benefits including retirement will be deducted from the employee's salary in accordance with Washington State Law.

9. The person going on leave will be permitted to accept fellowships, scholarships, or other grants. The receipt of such grants would in no way change the amount paid by the district.

10. No more than one (1) of the total certificated personnel of the district may be approved for sabbatical leave during one (1) fiscal year.

Section F. Long-Term Leave of Absence:

The District may grant any employee an unpaid long term leave absence for up to one (1) year for study, child rearing, travel, medical or other mutually agreed to reason(s). Employees granted such a leave will be permitted to stay in the District insurance programs at their own expense (carriers permitting), shall not gain or lose seniority or other benefits, but shall not be granted advancement credit on the salary schedule for the period of the leave. Upon return from such leave, the employee shall be offered his/her position, if available. Once granted, such leave may be renewed upon request of the employee, with the agreement of the Board.

1. A certificated employee granted a leave of absence, must notify the District by April 15 if he or she plans to return for the following school year.

2. Terms of the leave must be acknowledged in writing before the leave is granted.

Section G. Accidents on the Job:

In the event employees are absent for reasons which are covered by industrial insurance, the District shall direct such employee to resources to facilitate the acquiring of L and I benefits.

Section H. Meetings and Conferences:

The District may grant paid leave with reimbursement for approved expenses to employees for the purpose of attending educational meetings. Application for such leave shall be in writing. Approval of such leave is discretionary with the Superintendent and must be obtained in advance of the leave.

Section I. Child Rearing Leave:

The District shall grant a child rearing leave of up to one year to any employee for the purpose of rearing a natural or adopted child. In the event of adoption, such leave may include time for court legal procedures, home study and evaluation, and required home visitations by the adoption agent not possible to schedule outside of the regular working hours. An employee returning from such leave shall be offered his/her position, if available, on his/her return.

Child rearing leave is unpaid leave.

Section J. Military Leave:

The District shall grant military leave to any employee who is ordered into active duty, extended or temporary, as a

member of the Armed Forces of the United States in accordance with law.

Section K. Association Leave:

Each year of this Agreement, the Association shall have twenty (20) days of Association Leave with the addition of eight (8) days to be used for mutually agreeable projects; e.g., site-based seminars. This leave does not accumulate and the cost of substitutes will be borne by the Association. No more than three (3) employees will be allowed Association Leave on the same day, with the exception of WEA Rep. Assembly, when up to eight (8) employees may be allowed leave, provided the District can secure enough substitutes for class coverage. The Association president will notify the Superintendent no fewer than three (3) workdays prior to leave being taken, except for emergencies.

Section L. Leave Sharing:

1. The District shall establish a Sick Leave Bank on a voluntary basis. Every certificated staff member is enrolled in the bank and able to participate.

2. Each employee enrolling in the Bank who has accumulated sixty (60) or more days of sick leave as of July 1 of the prior year, may donate one (1) day of their sick leave to the bank each September 10 until the bank is built up to a maximum of one hundred fifty (150) days. Except for days contributed by new participants, no more days will be added to this maximum until the bank is depleted to seventy-five (75) days. Donation will be submitted in writing to the District by September 10.

3. Additional contributions will be made to the bank at the beginning of each fiscal year according to the above limitations except as provided in #4 below.

4. In the event that the bank becomes depleted to fifty (50) days during the school year, each member of the bank will donate an additional day and one (1) day each September 1 until the bank is again built up to a maximum of one hundred fifty (150) days.

5. A person withdrawing from membership in the bank will not be able to withdraw his/her contributed days.

6. An employee will not be able to withdraw days from the bank until his/her own sick leave is depleted and he or she does not qualify for time loss compensation under Chapter 51.32 RCW.

7. A maximum of sixty (60) days each school year can be drawn by one (1) employee from the bank, except by unanimous decision of the committee (see #11). In no event shall an employee receive more than two hundred sixty-one (261) days of shared leave from the pool during his or her employment.

8. Employees withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank (see #2).

9. Sick leave days can only be withdrawn from the bank for an employee when the employee or an employee's relative/household member is suffering from an extraordinary or severe illness, injury, impairment, or physical/mental condition which has caused or is likely to cause the employee to go on leave without pay or terminate his/her employment, or for bonding with an infant, newly adopted child, or newly placed foster child.

10. Requests for use of bank days must be accompanied by a letter from a certified medical provider verifying the severe or extraordinary nature and expected duration of the condition, or the appropriate documentation for child bonding time as described above.

11. A sick leave bank committee made up of the superintendent or designee, ETO president or designee, plus two other district appointed members and two other association appointed members shall be established to implement, administer, and oversee the bank. It is expected that the committee will report to the district and the association by April 15 of each year. At that time, recommendations shall become a subject for bargaining. The president and superintendent shall each serve as ex-officio members of the committee.

Section M: Paid Family and Medical Leave (PMFL)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlement unless the employee elects otherwise. The District shall pay 50% percent of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

Section N: FMLA

The District will administer state and federal Family Medical Leave consistent with state and federal law. Employees may elect to use any available sick, PFML, and state and federal FMLA leave consecutively, at the discretion of the employee.

FMLA refers to the twelve weeks of unpaid leave available to employees pursuant to the Family and Medical Leave Act. PFML refers to the twelve weeks of Washington Paid Family & Medical Leave available to employees.

ARTICLE VIII. FISCAL MATTERS

Section A. Salary:

1. Schedule: Certificated Salary Schedule-is attached to and thereby incorporated into this Agreement (See Appendix A)

- For 2024-2025, the Certificated Salary Schedule will be increased by 5%

- For 2025-2026, the Certificated Salary Schedule will be increased by IPD + 1.0%, whichever is higher.

2. Certificate: All employees must possess a valid Washington State teaching certificate with appropriate endorsements.

3. Experience Credits: Full credit shall be granted for all previous experience as provided for in the State S-275 criteria for salary credit . ESA (School Nurse, SLP's, School Psychologist, etc.) experience outside of education shall be granted on a 1:1 basis, as permitted by law.

4. Increments: Applicable experience increments will be applied to the September paycheck; applicable educational credits will be applied to the October paycheck retroactive for September. The employee shall notify the district of additional credits earned by October 1. The district shall accept proof of additional credits until October 10. Proof shall mean an official transcript or a written letter by the institution. Employees shall receive increment credit and advancement when employed ninety (90) days during the school year to be accumulated whole years.

5. Payment: Paychecks shall be issued on the last business day of each month. Employees may opt to have their checks delivered to them personally or mailed to a specified address.

6. Severance: All compensation owed to an employee who is leaving the District shall, upon request, be paid pay day following severance.

7. Board Certification: Employees holding a National Board Certification shall be paid an amount authorized and funded by the Washington State Legislature.

8. University Credits: Beginning with the ratification of this Agreement, the State S-275 criteria shall serve as determiner for acceptance of credits toward advancement on the salary schedule for all credits earned in the future.

9. Part-Time Employee: Beginning with the ratification of this Agreement, the State S-275 rules shall determine how much experience credit employees shall be granted for part-time or part-year work experience. Employees shall not be deprived of other experience credits already recognized.

10. Errors in Computation: Errors in computation related to salary and/or fringe benefits shall be brought to the attention of the employee as soon as discovered. In the event the District has made an error in payment, the District and the employee shall work out a mutually agreeable plan for payback. In the event an employee is underpaid salary and/or fringe benefits, the error will be corrected, and repayment made to the employee within ten (10) business days.

Section B. Training/Clock Hours/Endorsements:

1. Required Courses: Employees attending first aide courses required by the District as a condition of employment, will be paid average staff per diem hourly rate per hour plus reimbursement of required fees.

2. Requested and Approved Courses: Employees attending training courses or seminars at the request of the District shall suffer no loss of regular salary if the course requires them to attend during their regular employment time. Expenses incurred for training course fees and tuition will be paid by the District. Base per

diem pay shall be paid to employees attending District required training sessions outside the regular workday.

3. Clock Hour/In-service Credits: The District shall accept all Clock Hour and In-service Credits that meet State Board of Education Approval Standards for Clock Hour and In-service Credit. The credits shall count for advancement on the Salary Schedule. Ten (I 0) clock hours of in-service shall be equal to one (I) quarter university credit and shall be recognized for Salary Schedule placement.

4. Summer Institute Pay: Summer Institute Pay shall be at each employee's per diem.

Section C. Insurance Contribution:

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

A. Availability:
   1. Qualified employees who work or will work a minimum of 630 hours during the year.
   2. Open enrollment will be set as per SEBB
   3. Employees are responsible for enrolling online or with forms provided by SEBB.

B. Benefits
   1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance and The Health Care Authority (HCA) carve-out.
   2. Employees may select a carrier approved by SEBB

C. Premiums
   1. The district shall pay their portion of the employee premium as established by SEBB.
   2. Employees will be responsible for their portion of the premium.
   3. Any additional premium surcharges will be paid by the employee.

Employees may access SEBB information at www.hca.wa.gov/employee-retiree-benefits/school-employees

Section D. Work Year:

1. Work Year: The employee work year shall be one hundred and eighty (180) days.

2. **District Directed Days:** The District will provide two (2) days immediately prior to the school year to prepare for the start of school. One day will be used for meetings at the District and building level, the second day will be for individual teacher preparation in their classroom.

3. **Mandatory State Professional Learning Days**: The District shall grant a supplemental contract to each employee for three (3) additional days which shall be paid at each employee's per diem rate of pay (annual salary -:- 180 x 3 days) based on the Certificated Salary Schedule. These days will be included on the September payroll.

   These additional days shall be used immediately before the opening of school for students in the fall.

   Employees unable to attend will use accrued leave.

4. Extra Time: The Title II optional day will be determined by the building and will be paid at per diem.

5. Responsibility Stipend: A Responsibility Stipend of 2% for attendance at either an Open House (elementary and middle school) or Graduation (high school) and activities that occur outside of the regular workday done at the teachers' discretion such as Safe Schools training.

Section E. Work Day:

The employee work day shall be seven (7) hours and forty (40) minutes, including a thirty (30) minute duty- free lunch period. Employees will report to work thirty (30) minutes before the student class day. Employees shall not be required to "clock in or out". Inclement conditions causing a late start may preclude employees arriving at work on time. General staff meetings will not be held on late start mornings.

Section F. Calendar:

The District and Association shall negotiate the calendar annually in accordance with the following:

1. The Association will submit its calendar proposal to the Superintendent no later than May l.

2. If the calendar is not agreed upon by June 1, the Board of Directors may set the start date for the following year.

3. Dates for early release days and make up days will be scheduled on consultation with the Association. Each building administrator will consult with his/her site council to schedule staff activities when students have early release.

Section G. New Staff Orientation:

The District shall provide one (1) additional contractual day with pay to incoming new certificated staff for training before the opening of school for students. The Association President and the Superintendent will schedule a time for the Association during the orientation.

Section H. Travel Reimbursement:

An employee who is required to use his/her own vehicle as a part of his/her employee responsibilities (including employees who are required to travel between buildings) shall receive mileage reimbursement in accordance with Board policy.

Section I. Co-Curricular Employment:

1. Stipend: Employees who are offered co-curricular employment shall be paid stipends as set out in the co-curricular Stipend Schedule, which is attached to and made a part of this Agreement as Appendix B.

2. Not a Condition of Employment: Neither a determination by the District to offer or not to offer supplemental contract employment to an employee, nor an agreement by an employee to accept or not accept supplemental contract employment shall be made a condition of continuous or future employment with the District.

3. Association representatives, or their designees, shall meet with the Superintendent, or designee, at the end of each school year to update and review Appendix B concerning assignments and hours. Results will be reported to the Board for approval.

4. Co-curricular base is $30.66

Section J. Other Compensation:

1. Teaching Assessments - Certificated staff who are requested by the District to perform work related to subject area/grade level will be compensated at his/her per diem contract rate. Such work will be performed outside the regular work day/work year.

2. Summer School, Saturday School, After School - Certificated staff selected to teach Summer School, Saturday School, or After School will be compensated at the rate specified in the job posting, but no less than Per diem.

3. Base Rate - Each year, certificated staff may request additional hours of compensated time for miscellaneous purposes as approved by the Building Principal.

Section K. Double Levy Failure:

In the event of a double levy failure, the District and the Association will meet to negotiate adjustments to the economic provisions of this Agreement.

Section L. Additional Funding:

The District and the Association will meet to negotiate if any additional state funds are made available which may provide compensation to employees.

ARTICLE IX. GRIEVANCE PROCEDURE

Section A. Definition:

A grievance is an alleged misinterpretation of, or violation of terms and/or provisions of this Agreement. Grievant shall mean an individual, a group of individuals and/or the Association.
Nothing contained herein shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

Section B. Procedure for Processing Grievances:

1. Immediate Supervisor - The employee must formally present his/her concern to the immediate supervisor. If the concern is not resolved, a written statement of grievance may be presented. Such written statement of grievance must be submitted to the employee's immediate supervisor with fifteen (15) school days after the occurrence of the incident on which the grievance is based.

   The "Statement of Grievance" shall name the grievant(s) involved, the facts giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested. The grievance must be signed by the grievant and dated.

   The immediate supervisor, upon receipt of the written statement of grievance, shall sign and date the statement of grievance and shall give a copy to the grievant(s), Association representative and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within ten (10) school days of receiving the grievance and shall concurrently send a copy of the grievance, his/her decision and all supportive evidence to the grievant(s), the Association representative and the Superintendent.

2. Superintendent - If no satisfactory settlement is reached at Step 1, the grievance may, at the request of the grievant(s), be appealed to Step 2, Superintendent, or his/her designated representative, within ten (10) school days ofreceipt of the decision rendered in Step 1.

   The Superintendent or his/her designated representative shall arrange for a grievance meeting with the grievant(s) and/or Association representative and such meeting shall be scheduled within ten
   (10) school days of the receipt of the Step 2 Appeal. The purpose of this meeting shall be to effect a resolution of the grievance.

   The Superintendent or his/her designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative and immediate supervisor within ten (10) school days from the conclusion of the meeting.

   Violations affecting more than one person or affecting the Association as a whole may be filed at Step 2. Grievances involving allegations of harassment or bullying by the immediate supervisor may be filed at Step 2.

3. School Board - If no satisfactory settlement is reached at Step 2, the grievance may be appealed to Step 3 within ten (I 0) school days after receiving the disposition of the Superintendent or after the above stated time limits have expired, and submit the grievance to the Board.

   If the grievance is submitted to the Board, the Board within ten (10) school days shall meet with the grievant, the Association representative and the Superintendent to review such grievance in executive session or give such grievance the consideration as it shall deem appropriate.

   The disposition by the Board shall be made to the grievant in writing within ten (10) school days of the meeting. A notification of such disposition shall be furnished to the grievant, the Association, and the immediate supervisor.

4. Arbitration - If no satisfactory settlement is reached at Step 3, the Association within ten (10) school days of

the receipt of the Step 3 decision may appeal the final decision of the Employer to a mutually acceptable arbitrator. Any grievance arising out of or relating to the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this Article. If the parties cannot agree within ten (10) school days, the parties will request a list of ten (10) arbitrators from PERC. The parties will alternate striking names from the list. The party with the burden of proof will strike the first name. Ten (10) school days notice shall be given to both parties of the time and place of hearing.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted to him/her. The arbitrator's decision will be final and binding on the parties.

Section C. Jurisdiction of Arbitrator:

The arbitrator shall be without power or 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:

1. The termination of services of or failure to re-employ any provisional employee.

2. The termination of services or failure to re-employ any employee to a position on the supplemental schedule.

3. Any matter involving employee evaluation, provided that Evaluation Procedure shall be subject to the arbitrator's reviews.

4. Any matter involving employee probation, discharge, non-renewal, adverse effect

Section D. Time Limits:

Time limits provided in this procedure may be extended by mutual agreement by the parties.

Failure on the part of the Employer at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the Association to lodge a grievance at the next step of this procedure.

Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the Employer's answer at the previous step.

Section E. Costs:

The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them.

ARTICLE X. DURATION

This Agreement shall be in effect September 1, 2024 through August 31, 2026.

EXECUTED THIS ___day of _____, 2024, at Elma, Grays Harbor County, Washington, by the undersigned officers with the authority of and on behalf of the Parties.

FOR THE DISTRICT:

Board Chairman

Superintendent

FOR THE ASSOCIATION:

Association President

Chief Negotiator

DRAFT

24-25 ETO SALARY

DRAFT

5.00% All bases		BA	BA15	BA30	BA45	BA90	MA	MA45	MA90
0.02 resp of base									
0	base	61,297	62,953	64,668	66,387	71,903	73,490	79,007	82,563
	resp	1,225.95	1,259.06	1,293.36	1,327.75	1,438.07	1,469.80	1,580.13	1,651.26
	TOTAL	**62,523.27**	**64,211.93**	**65,961.33**	**67,715.10**	**73,341.56**	**74,959.66**	**80,586.75**	**84,214.34**
1	base	61,942	63,598	65,313	67,033	72,549	74,135	79,652	83,208
	resp	1,238.85	1,271.96	1,306.26	1,340.65	1,450.98	1,482.70	1,593.04	1,664.17
	TOTAL	**63,181.34**	**64,870.10**	**66,619.49**	**68,373.27**	**73,999.73**	**75,617.83**	**81,244.92**	**84,872.51**
2	base	62,707	64,401	66,155	67,914	73,557	75,180	80,824	84,462
	resp	1,254.14	1,288.02	1,323.11	1,358.29	1,471.15	1,503.60	1,616.48	1,689.24
	TOTAL	**63,961.21**	**65,688.80**	**67,478.44**	**69,272.55**	**75,028.42**	**76,683.74**	**82,440.24**	**86,151.27**
3	base	64,149	65,882	67,677	69,476	75,249	76,909	82,683	86,405
	resp	1,282.99	1,317.64	1,353.54	1,389.53	1,504.98	1,538.19	1,653.65	1,728.09
	TOTAL	**65,432.32**	**67,199.65**	**69,030.44**	**70,865.82**	**76,754.07**	**78,447.46**	**84,336.37**	**88,132.75**
4	base	65,625	67,397	69,233	71,074	76,980	78,678	84,584	88,392
	resp	1,312.50	1,347.95	1,384.67	1,421.48	1,539.60	1,573.56	1,691.69	1,767.84
	TOTAL	**66,937.26**	**68,745.24**	**70,618.14**	**72,495.73**	**78,519.42**	**80,251.75**	**86,276.11**	**90,159.81**
5	base	67,134	68,947	70,826	72,709	78,750	80,488	86,530	90,425
	resp	1,342.68	1,378.95	1,416.52	1,454.18	1,575.01	1,609.76	1,730.60	1,808.50
	TOTAL	**68,476.82**	**70,326.38**	**72,242.36**	**74,163.13**	**80,325.36**	**82,097.54**	**88,260.46**	**92,233.48**
6	base	68,678	70,533	72,455	74,381	80,562	82,339	88,520	92,505
	resp	1,373.56	1,410.66	1,449.10	1,487.63	1,611.23	1,646.78	1,770.40	1,850.10
	TOTAL	**70,051.79**	**71,943.88**	**73,903.93**	**75,868.89**	**82,172.85**	**83,985.79**	**90,290.45**	**94,354.85**
7	base	70,258	72,155	74,121	76,092	82,415	84,233	90,556	94,632
	resp	1,405.16	1,443.11	1,482.43	1,521.84	1,648.29	1,684.66	1,811.12	1,892.65
	TOTAL	**71,662.98**	**73,598.59**	**75,603.72**	**77,613.87**	**84,062.82**	**85,917.46**	**92,367.13**	**96,525.01**
8	base	71,874	73,815	75,826	77,842	84,310	86,170	92,639	96,809
	resp	1,437.48	1,476.30	1,516.52	1,556.84	1,686.20	1,723.40	1,852.78	1,936.18
	TOTAL	**73,311.23**	**75,291.36**	**77,342.61**	**79,398.99**	**85,996.27**	**87,893.56**	**94,491.57**	**98,745.09**
9	base	71,874	75,513	77,570	79,633	86,249	88,152	94,769	99,036
	resp	1,437.48	1,510.26	1,551.40	1,592.65	1,724.98	1,763.04	1,895.39	1,980.71
	TOTAL	**73,311.23**	**77,023.06**	**79,121.49**	**81,225.17**	**87,974.18**	**89,915.11**	**96,664.88**	**101,016.23**
10	base	71,874	75,513	79,354	81,464	88,233	90,180	96,949	101,313
	resp	1,437.48	1,510.26	1,587.08	1,629.28	1,764.66	1,803.59	1,938.98	2,026.27
	TOTAL	**73,311.23**	**77,023.06**	**80,941.28**	**83,093.35**	**89,997.59**	**91,983.16**	**98,888.17**	**103,339.60**
11	base	71,874	75,513	79,354	83,338	90,262	92,254	99,179	103,644
	resp	1,437.48	1,510.26	1,587.08	1,666.75	1,805.25	1,845.07	1,983.58	2,072.87
	TOTAL	**73,311.23**	**77,023.06**	**80,941.28**	**85,004.49**	**92,067.53**	**94,098.77**	**101,162.60**	**105,716.41**
12	base	71,874	75,513	79,354	85,255	92,338	94,376	101,460	106,027
	resp	1,437.48	1,510.26	1,587.08	1,705.09	1,846.77	1,887.51	2,029.20	2,120.55
	TOTAL	**73,311.23**	**77,023.06**	**80,941.28**	**86,959.60**	**94,185.08**	**96,263.05**	**103,489.34**	**108,147.89**
13	base	71,874	75,513	79,354	85,255	94,462	96,546	103,794	108,466
	resp	1,437.48	1,510.26	1,587.08	1,705.09	1,889.24	1,930.92	2,075.87	2,169.32
	TOTAL	**73,311.23**	**77,023.06**	**80,941.28**	**86,959.60**	**96,351.34**	**98,477.10**	**105,869.59**	**110,635.29**
14	base	71,874	75,513	79,354	85,255	96,635	98,767	106,181	110,961
	resp	1,437.48	1,510.26	1,587.08	1,705.09	1,932.69	1,975.33	2,123.62	2,219.21
	TOTAL	**73,311.23**	**77,023.06**	**80,941.28**	**86,959.60**	**98,567.42**	**100,742.07**	**108,304.59**	**113,179.90**
15	base	71,874	75,513	79,354	85,255	98,857	101,038	108,623	113,513
	resp	1,437.48	1,510.26	1,587.08	1,705.09	1,977.15	2,020.77	2,172.46	2,270.26
	TOTAL	**73,311.23**	**77,023.06**	**80,941.28**	**86,959.60**	**100,834.47**	**103,059.14**	**110,795.60**	**115,783.04**
16	base	71,874	75,513	79,354	85,255	101,131	103,362	111,121	116,124
	resp	1,437.48	1,510.26	1,587.08	1,705.09	2,022.62	2,067.25	2,222.43	2,322.47
	TOTAL	**73,311.23**	**77,023.06**	**80,941.28**	**86,959.60**	**103,153.67**	**105,429.50**	**113,343.90**	**118,446.05**

2025-2026

3.50%	All bases	BA	BA15	BA30	BA45	BA90	MA	MA45	MA90
0.02	resp of base								
0	base	63,443	65,156	66,931	68,711	74,420	76,062	81,772	85,453
	resp	1,268.85	1,303.12	1,338.63	1,374.22	1,488.40	1,521.24	1,635.44	1,709.06
	TOTAL	**64,711.58**	**66,459.35**	**68,269.97**	**70,085.13**	**75,908.52**	**77,583.25**	**83,407.29**	**87,161.85**
1	base	64,110	65,824	67,599	69,379	75,088	76,730	82,440	86,121
	resp	1,282.21	1,316.48	1,351.98	1,387.58	1,501.76	1,534.60	1,648.79	1,722.41
	TOTAL	**65,392.69**	**67,140.55**	**68,951.18**	**70,766.33**	**76,589.72**	**78,264.45**	**84,088.49**	**87,843.05**
2	base	64,902	66,655	68,471	70,291	76,132	77,811	83,653	87,418
	resp	1,298.04	1,333.10	1,369.42	1,405.83	1,522.64	1,556.23	1,673.05	1,748.36
	TOTAL	**66,199.85**	**67,987.91**	**69,840.18**	**71,697.09**	**77,654.41**	**79,367.67**	**85,325.65**	**89,166.57**
3	base	66,395	68,188	70,046	71,908	77,883	79,601	85,577	89,429
	resp	1,327.89	1,363.76	1,400.91	1,438.16	1,557.66	1,592.02	1,711.53	1,788.58
	TOTAL	**67,722.45**	**69,551.63**	**71,446.51**	**73,346.12**	**79,440.47**	**81,193.12**	**87,288.14**	**91,217.40**
4	base	67,922	69,756	71,657	73,562	79,674	81,432	87,545	91,486
	resp	1,358.43	1,395.12	1,433.13	1,471.24	1,593.48	1,628.64	1,750.90	1,829.71
	TOTAL	**69,280.07**	**71,151.32**	**73,089.78**	**75,033.08**	**81,267.60**	**83,060.56**	**89,295.77**	**93,315.40**
5	base	69,484	71,361	73,305	75,254	81,507	83,305	89,558	93,590
	resp	1,389.68	1,427.21	1,466.09	1,505.08	1,630.13	1,666.10	1,791.17	1,871.80
	TOTAL	**70,873.51**	**72,787.80**	**74,770.84**	**76,758.84**	**83,136.75**	**84,970.96**	**91,349.57**	**95,461.65**
6	base	71,082	73,002	74,991	76,985	83,381	85,221	91,618	95,742
	resp	1,421.64	1,460.04	1,499.82	1,539.69	1,667.63	1,704.42	1,832.36	1,914.85
	TOTAL	**72,503.60**	**74,461.92**	**76,490.57**	**78,524.30**	**85,048.90**	**86,925.29**	**93,450.61**	**97,657.27**
7	base	72,717	74,681	76,716	78,755	85,299	87,181	93,725	97,944
	resp	1,454.34	1,493.62	1,534.31	1,575.11	1,705.98	1,743.62	1,874.51	1,958.89
	TOTAL	**74,171.18**	**76,174.54**	**78,249.85**	**80,330.36**	**87,005.02**	**88,924.57**	**95,599.98**	**99,903.39**
8	base	74,389	76,399	78,480	80,567	87,261	89,186	95,881	100,197
	resp	1,487.79	1,527.97	1,569.60	1,611.33	1,745.22	1,783.72	1,917.62	2,003.94
	TOTAL	**75,877.12**	**77,926.56**	**80,049.60**	**82,177.95**	**89,006.14**	**90,969.84**	**97,798.78**	**102,201.17**
9	base	74,389	78,156	80,285	82,420	89,268	91,237	98,086	102,502
	resp	1,487.79	1,563.12	1,605.70	1,648.39	1,785.36	1,824.75	1,961.73	2,050.04
	TOTAL	**75,877.12**	**79,718.87**	**81,890.74**	**84,068.05**	**91,053.28**	**93,062.14**	**100,048.15**	**104,551.79**
10	base	74,389	78,156	82,132	84,315	91,321	93,336	100,342	104,859
	resp	1,487.79	1,563.12	1,642.63	1,686.31	1,826.42	1,866.72	2,006.85	2,097.19
	TOTAL	**75,877.12**	**79,718.87**	**83,774.23**	**86,001.61**	**93,147.50**	**95,202.57**	**102,349.26**	**106,956.49**
11	base	74,389	78,156	82,132	86,255	93,421	95,483	102,650	107,271
	resp	1,487.79	1,563.12	1,642.63	1,725.09	1,868.43	1,909.65	2,053.01	2,145.42
	TOTAL	**75,877.12**	**79,718.87**	**83,774.23**	**87,979.65**	**95,289.90**	**97,392.23**	**104,703.29**	**109,416.48**
12	base	74,389	78,156	82,132	88,238	95,570	97,679	105,011	109,738
	resp	1,487.79	1,563.12	1,642.63	1,764.77	1,911.40	1,953.57	2,100.22	2,194.77
	TOTAL	**75,877.12**	**79,718.87**	**83,774.23**	**90,003.18**	**97,481.56**	**99,632.25**	**107,111.46**	**111,933.06**
13	base	74,389	78,156	82,132	88,238	97,768	99,925	107,426	112,262
	resp	1,487.79	1,563.12	1,642.63	1,764.77	1,955.37	1,998.51	2,148.53	2,245.25
	TOTAL	**75,877.12**	**79,718.87**	**83,774.23**	**90,003.18**	**99,723.64**	**101,923.79**	**109,575.03**	**114,507.52**
14	base	74,389	78,156	82,132	88,238	100,017	102,224	109,897	114,844
	resp	1,487.79	1,563.12	1,642.63	1,764.77	2,000.34	2,044.47	2,197.95	2,296.89
	TOTAL	**75,877.12**	**79,718.87**	**83,774.23**	**90,003.18**	**102,017.28**	**104,268.04**	**112,095.25**	**117,141.20**
15	base	74,389	78,156	82,132	88,238	102,317	104,575	112,425	117,486
	resp	1,487.79	1,563.12	1,642.63	1,764.77	2,046.35	2,091.49	2,248.50	2,349.71
	TOTAL	**75,877.12**	**79,718.87**	**83,774.23**	**90,003.18**	**104,363.68**	**106,666.21**	**114,673.44**	**119,835.44**
16	base	74,389	78,156	82,132	88,238	104,671	106,980	115,011	120,188
	resp	1,487.79	1,563.12	1,642.63	1,764.77	2,093.41	2,139.60	2,300.21	2,403.76
	TOTAL	**75,877.12**	**79,718.87**	**83,774.23**	**90,003.18**	**106,764.04**	**109,119.53**	**117,310.93**	**122,591.66**

APPENDIXB
CO-CURRICULAR STIPEND SCHEDULE

APPENDIXC
ELMA SCHOOL DISTRICT/ELMA TEACHERS' ORGANIZATION/WEA
FORMAL GRIEVANCE FORM

Name of Grievant: _____

Assignment:_____Building:_____ -----eDate: _____

Specific Contract Section Violated:

_____

_____

_____

Brief Description of Grievance:_____

_____

_____

_____

_____

_____

Date Violation Occurred:_____

Date Grievant Became Aware of Violation:_____

Remedy Sought:_____

_____

_____

_____

Signature *bf* Grievant:_____

Date:_____

Send the original signed grievance to the person with whom the grievance is filed. Send one copy each to the Superintendent and Association President. Keep one copy.

APPENDIXD
SUPPORT EMPLOYEE - PRE-PLANNED OBSERVATION FORM

Employee's Name_____

Observer's Name._____

Date of Observation: ___ Time/Period._____

What will your learning objective(s) be?

What will the learner do to provide evidence he/she has met the objective(s)?

What factors may have an adverse effect on the lesson?

Special techniques or other factors that should be brought to the observer's attention:

NOTE: This form must be delivered to the employee no less than five. working days prior to the planned observation. The employee must complete and return this form to the observer no less than two days prior to the observation.

ELMA SCHOOL DISTRICT #68
APPENDIX E - SUPPORT EMPLOYEE FORMATIVE EVALUATION FORM

Employee's Name: _____

Observer's Name:

Date:

S *Meets District Criteria*
N *Needs Improvement*
U = *Does Not Meet District Criteria*

	S	N	U
1. **Instructional Skill:** •Each employee shall demonstrate in his/her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.			
2. **Classroom Management:** •Each employee shall demonstrate in his/her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.			
3. **Professional Preparation and Scholarship:** •Each employee shall exhibit in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.			
4. **Effort Toward Improvement When Needed:** •Each employee shall demonstrate an awareness of his/her limitations and strengths, and demonstrate continued professional growth.			
5. **Handling of Student Discipline and Attendant Problems:** •Each employee shall demonstrate the ability to manage the non-instructional, human dynamics in the educational setting.			
6. **Interest in Teaching Pupils:** •Each employee shall demonstrate an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. Employees shall demonstrate enthusiasm for or enjoyment in working with pupils.			
7. **Knowledge of Subject Matter:** •Each employee shall demonstrate a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).			

COMMENTS:

Employee's Signature: _____ Date: _____

Observer's Signature: _____ Date: _____

Date of Post-Observation Conference: _____

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

ELMA SCHOOL DISTRICT #68
APPENDIX F- SUPPORT EMPLOYEE SUMMATIVE EVALUATION FORM

Employee's Name:

Observer's Name:

Date: ----------

S = *Meets District Criteria*
N = *Needs Improvement*
U = *Does Not Meet District Criteria*

	S	N	U
1. **Instructional Skill:** •Each employee shall demonstrate in his/her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.			
2. **Classroom Management:** •Each employee shall demonstrate in his/her performance a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.			
3. **Professional Preparation and Scholarship:** •Each employee shall exhibit in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.			
4. **Effort Toward Improvement When Needed:** •Each employee shall demonstrate an awareness of his/her limitations and strengths, and demonstrate continued professional growth.			
5. **Handling of Student Discipline and Attendant Problems:** •Each employee shall demonstrate the ability to manage the non- instructional, human dynamics in the educational setting.			
6. **Interest in Teaching Pupils:** •Each employee shall demonstrate an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. Employees shall demonstrate enthusiasm for or enjoyment in working with pupils.			
7. **Knowledge of Subject Matter:** •Each employee shall demonstrate a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) aooropriate to the elementary and/or secondary level(s).			

COMMENTS:

Employee's Signature:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Date:- - - - - - - - -

Observer's Signature:_ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Date:- - - - - - - - -

Date of Post-Observation Conference:- - - - - - - - - - - - -

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

APPENDIXG
SUPPORT PERSONNEL EVALUATION CRITERIA

Knowledge and Scholarship in Special Field: Each support employee shall demonstrate a depth and breadth of knowledge of theory and content in the special field. He/she shall demonstrate an understanding of and knowledge about common school education and the educational milieu grades K-12, and shall demonstrate the ability to integrate the area of specialty into the total school milieu.

Specialized Skills: Each support employee shall demonstrate in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

Management of Special and Technical Environment: Each support employee shall demonstrate an acceptable level of performance in managing and organizing the special materials , equipment and environment essential to the specialized program.

The Support Employee as a Professional: Each support employee shall demonstrate awareness of his/her limitations and strengths and shall demonstrate continued professional growth.

Involvement in Assisting Pupils, Parents and Educational Personnel: Each support employee shall demonstrate an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

Appendix H
Permission to Record Instruction

Teacher	
Grade/Curriculum Area	
Evaluator	
Evaluation Cycle	( ) Comprehensive ( ) Focused - Criteria

This permission form allows Elma School District evaluators to record classroom instruction for evaluation and growth purposes. Only the evaluator and the teacher in the recording will have access to the records.

The teacher agrees to the following types of recordings: ( )

audio

( ) video

( ) photography

( ) other _

Teacher Signature Date _ _ _ _ _ _

Evaluator Signature _ Date _ _ _ _ _ _