

Final Tentative Agreement List

June 30, 2016

D1 – TA 6/30/16 § 1.6, page 2, *amend as follows:*

This Agreement shall be effective September 1, 2016 ~~2013~~, and shall remain in effect through August 31, 2020 ~~2016~~.

Letters of understanding agreed to by both parties shall have the same effect as contract language. These letters shall be added to the contract at the next contract opening.

A11. TA 6/30/16: 2.8 Staff Protection (NEW)

- A. Employees who are threatened, injured, have had legal action brought against them, or have reason to believe that legal action will be brought against them relating to their assignment shall notify as soon as possible his/her building administrator if, he/she is not available, a District administrator. Steps shall be taken in cooperation with the employee and law enforcement officials to provide reasonable safety protection.
- B. In the maintenance of a safe and sound learning environment, the District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws. The Board, Superintendent and building principals shall support and uphold certificated employees in their legitimate efforts to maintain a safe learning environment discipline in the District and shall give timely response to all employees' requests regarding behavior discipline problems. The authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of their responsibility and authority to control and maintain order and discipline, employees must use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state laws or regulations.

An employee is allowed by laws to use such force only as is necessary to protect him or herself or another person, a fellow employee or administrator, or a student from verbal or physical attack or injury. The principals of each building shall annually, during the first faculty meeting each year, distribute and explain the discipline procedures of their schools and the policy of the District relating to discipline. Such explanation shall clearly state employee responsibilities including required

documentation, chain-of-command to be used, required timelines and a definition of each degree of discipline, including corporal punishment and the conditions and circumstances under which such discipline punishment is to be administered.

One copy of the discipline procedure will be shared with each teacher and given to the Association yearly. The principal of each building shall arrange for a discussion of students and teachers rights and responsibilities with all teachers in their building. It is also agreed that, as the need arises within the District or school, discussions with the teachers be arranged reviewing student/teacher rights and responsibilities and any recent changes in District policy, state or federal law or court ruling relating to the above. In the event any employee has any question or concern regarding this section, he/she shall immediately contact his/her supervisor

- C. Alternative education teachers required to work after 4:00 p.m. will be provided a paraeducator or other employee qualified adult to prevent safety concerns for being alone.

D2. **TA 6/29/16:** § 3.1, page 4, amend as follows:

Prior to a certificated employee's first work day, school district, state and federal forms and requirements must be completed and on file with the district. These forms include the federal W-4 form, Federal I-9 form, and identification necessary to complete the I-9 form photo-identification, and a copy of the Social Security card. Official transcripts and experience verification must also have been ordered.

All certificated personnel must also have a valid professional educational certificate on file in the district office before being allowed in the classroom.

A total of 70 hours or more each month must be worked to be eligible to join the Washington Retirement System. These forms are available in the District Office.

A2.D3. TA 6/30/16: 3.2 Annual Length of the Employee's Annual Contract

The length of the regular employee annual contract shall be one hundred eighty days (180) days.

Six (6) Five (5) additional supplemental days shall be district funded for all employees and shall be planned and directed by district administrators for activities that support school improvement plans. Three (3) of such These days shall be mandatory and two (2) shall be optional. Such days shall be scheduled on non-school days. One of the mandatory days, one half-day may shall be scheduled within the three days before school and any "Drop in/Drop off" activity for parents and students on that day shall be included within the District portion of the day. The remaining days shall be scheduled by the district calendar committee identified in Section 3.5. The days can be broken up

in half-day increments. Building Leadership Teams may schedule alternative dates for these days on non-student days that are on the calendar. (e.g. semester break day, after school half days, etc).

Employees For the 2016-17 contract year, employees shall have ~~fourteen (14)~~, and, if the District's levy passes in 2017, beginning in the 2017-18 contract year, ~~sixteen (16)~~ ~~ten (10)~~ ~~seventeen (17)~~ additional optional days for activities that support student learning as planned and determined by the individual employee. The number of additional option days shall increase to eighteen (18) in 2017-18, and twenty (20) in 2018-19. Special Education In recognition of the additional time required of special education teachers and speech-language pathologists who collaborate with general education teachers regarding students in their classrooms, special education and speech-language pathologists shall receive two (2) ~~four (4)~~ additional days to those listed above to assure **students on IEPs are correctly scheduled and** that classroom teachers are prepared and informed on the needs of special education students in their classrooms at the beginning of and throughout the year. These individually-determined optional days shall be worked in full or half-day increments on non-school days or after the employee work day on school days. Such days shall be documented on an Optional Certificated Days Claim Form with the date, hours, and activity, and submitted for payment up to once per month. The employee's supervisor shall sign the timesheet to verify that the time was worked. Activities that support student learning which fall outside the basic contract include attendance at classes or conferences, professional research, piloting and implementing new instructional materials, development of cooperative or common assessments, implementing content and skills from professional development opportunities, implementation and assessment of supplemental curricular resources, data gathering, analysis and reporting, and planned activities to increase family engagement with the school's curriculum (e.g. Math Night).

~~Any extension of contracted days by the District for an employee shall be computed on 1/180 full per diem of the employee's contracted rate of pay. Employees with a partial FTE position shall be entitled to a pro-rated portion of the days identified in this section. Any days beyond 180 are contingent upon full state funding. If full state funding for the additional teacher workday is withdrawn, per diem pay will be calculated as 1/180 of the contracted amount.~~ The employee shall submit all employee and district directed days for compensation no later than August 10.

Employees offered supplemental contracts for additional days of work beyond the regular work year identified in this section shall be paid per diem for each additional day of work. Pursuant to RCW 28A.400.200, such supplemental contracts are not subject to the continuing contract law and the District's decision to non-renew or modify such contract for the following year shall not be considered an adverse change under RCW 28A.405.300 through 28A.405.380.

D4. **TA 6/29/16:** § 3.3, page 5, *amend as follows:*

Employees under contract will be released from the obligations of the contract upon request under the following conditions:

- A. A letter of resignation must be submitted to the superintendent's office.
- B. A release from contract prior to June 15 ~~July 1~~ shall be granted provided a letter of resignation is submitted prior to that date.
- C. A release from contract may be granted after June 15 ~~July 1~~ provided a satisfactory replacement can be obtained.
- D. A release from contract may be granted in case of illness or other personal matters which make it impossible for the teacher to continue in the District.

D5. **TA 6/29/16:** § 3.4, page 5, *amend as follows:*

Two (2) copies of a contract signed by the board secretary shall be given to the employee by May 15, and employees shall return their contract by June 1st each year for signature. One (1) copy is retained by the employee and one (1) copy is forwarded to the District office and placed in the employee's personnel file.

D6. **TA 6/29/16:** § 3.6, page 6, *new section, add as follows:*

On submission to the District of a signed letter of resignation by March 1 and effective at the end of the contract year, retiring employees shall be given a one-time stipend of \$300 paid following successful completion of their teaching assignment, clearing of their work station and sign-off by the their principal or supervisor.

A22. TA 6/30/16 4.1 Liability Insurance

The District covers each employee; under the provision of the District Liability insurance and personal property insurance while he/she is performing his duties as an employee of the District.

A7.D7. TA 6/30/16: 4.2 Health Care Benefits

The District shall provide each employee, in proportion to the employee's FTE, the monthly state insurance benefit amount identified in the state appropriations act, minus the Health Care Authority subsidy, plus the amount of the subsidy covered by the District for the year in question. The District will provide \$65 per month for the subsidy. Each employee shall pay at least 0.5% of the cost of the employee's selected health plan premium. If said monies (the District's contribution and the employee's minimum 0.5%

payment) are not fully used by the certificated staff member each month toward their health care benefits then these monies shall be pooled and redistributed to other members of the bargaining unit per state requirements. In addition, the District will supplement the pool with an additional \$50,000 ~~\$60,000~~ per year. The District will provide to the Association a status report of the funds in the health care pool on November 1st and June 1st of each year. The health benefit plans currently offered to bargaining unit members are listed in Appendix 5.

In addition, an employee may choose to direct his or her entire current school year individual credit reimbursement amount in Section 8.3 toward his or her out-of-pocket insurance costs by notifying the District of such choice by October 1 of each school year.

A9.D8 TA 6/30/16 5.1.2. Conference Days

K-8 teachers will be provided with four (4) early release days for conferences during the first semester and four (4) during the second semester. 9-12 teachers will be provided with two (2) early release or late arrival days for conferences during the first semester and four (4) during the second semester. Reasonable efforts will be made to engage all parents in conferences ~~Conferences will be offered to all parents.~~ Conferences may include face to face or alternate forms of communication. Staff will coordinate schedules of conferences for families whenever possible. Conference times will be available one evening each semester for parents unable to make afternoon conferences. Teacher attendance at evening conferences shall be offset by staff being allowed to leave early on another conference release day. ~~In the occasion of a teacher working evening conferences such time will be compensated by allowing the teacher to leave prior to regular contracted hours on one early release afternoon within conference week.~~ A building administrator will be available during evening conferences. This time will be for recordkeeping, preparing for conferences and for meeting with parents. Each teacher is expected to be available on site during conference time, unless otherwise agreed upon by the building leadership team or principal. Administrators will help communicate to parents that the early release times will be for all of these activities. ~~School leadership teams shall be allowed to utilize up to two (2) conference early release days for professional development.~~

Alternative education program staff, in collaboration with administrators, will have the opportunity to modify conference schedules to accommodate the needs of students and parents.

A16. TA 6/30/16: 5.2 Prep Period

The District will provide preparation periods to personnel to enable goal setting, lesson and evaluation planning, and preparation of materials. A teacher is not required to supervise students during his or her preparation period. A preparation period shall be included within the framework of the student day, as state law allows. The time before

and after the student day, and the duty-free lunch period do not count as provided prep time (except for prep time following seventy-five (75) minutes of Monday professional development time, prior to student arrival). A preparation period for 1.0 FTE secondary personnel (which, for the purpose of this agreement means faculty working at the middle school and high school level, grades 5-12, except grade 5 at Yale School, shall be equivalent in time to one instructional period per day. For secondary staff with a less than 1.0 FTE schedule, the prep shall be prorated to the employee's FTE. Elementary staff (which for the purpose of this agreement means faculty working at the primary and intermediate level, grades K-4, K-5 at Yale School) will have preparation time equal to the daily time their students spend in classes with general education instructional specialists, (225 minutes in a normal 5 day week with full instructional days of equal length).

If a teacher agrees to teach a scheduled class for a semester or for a year in place of his or her regularly scheduled planning period for a semester or for a year, that teacher's compensation will be .167 times the teacher's annual salary for the year (.083 per semester).

This compensation is for additional planning time outside the contract day. To meet the Washington State Auditor's requirements, teachers receiving this compensation must certify, on a District-provided form at the end of the semester, that this additional planning time has been completed.

A8. TA 6/30/16: 5.3 Temporary Replacement Pay

Should any teacher upon the request of the principal or designee, forfeit his/her preparation period to teach a class, or watch students he/she shall receive an additional .167 of the employee's per diem base salary for high school and middle school or .10 of the employee's per diem base salary for an elementary period. The minimum time which will be reimbursed will be no less than the amount of employee preparation time.

A10.D9 TA 6/30/16: 5.5 Class Size

Class size is of continuing concern to the Board and the teaching staff. In order to achieve the goal of reasonable and equitable class enrollments for employees, the administrator will consider the class size average when developing the class schedules, and the assignment of staff and students. If the review of workloads reveals an excessive workload for any certificated employee (one student over the maximum listed below, **or significantly challenging workload due to impactful students**), all parties concerned (including teachers, principals, an association representative and other administrators) will assist in determining an acceptable means of resolving the matter.

The following K-4 (5 at Yale School) ~~6 K-12~~ average class sizes and 5 ~~7-12~~ daily student loads/class sizes shall apply as of the October 1st official count date. In the event the

maximums are exceeded after October 1st, the district's first responsibility is to reduce class size without increasing costs. The ~~7-12~~ daily student load numbers are inapplicable to music and P.E. courses. Classroom based learning (CBL) Diverse Support Program (at the K-4 levels) students will not be counted in the numbers above if they attend less than half of the instructional student day.

~~Student counts will occur on the first of each month and reported to the Association. On or before October 1st, all attempts will be made to equalize class sizes/loads. After October 1st, The District, in collaboration with the Association, will determine which of the following Acceptable Means they have committed to for classes surpassing maximum numbers. Such means will be discussed with and agreed upon by the teacher, the Association, and the District.~~

	Desired	Maximum	
K-1	19	22 23	students per class
2-3	22	24 25	students per class
4 (5 th at Yale School)-6	25 22	26 28 29	students per class
		<u>27 in 2017-18, 26 in 2018-19</u>	
5 7-12	25 28 30/150	32/150 160	students in specific periods
	and all classes combined per day		

Special Education Case Load

Life Skills/Diverse Support	<u>14, 12</u> 13 in 2016-17 and 12 in 2017-18
Resource Room	<u>32</u> 30
SLP	<u>55</u>

<u>P.E. and Music K-4</u>	<u>30*</u>
<u>P.E. and Music 5-12</u>	<u>45*</u>

P.E. and Music will be limited to a maximum of 45 40 students per class, unless waived by the teacher.

Students who qualify for special education shall be counted as 1.4 students in the general education formulas above, excluding students with communication only IEPs.

Acceptable means of addressing overloads might include:

- A. transfer students to different classes to equalize loads;
- B. transfer employees (see Section 6.2 and 6.3 on voluntary and involuntary transfers);
- C. start new classes potentially including split grade level classes;

D. assign paraprofessional aide time for the involved teacher; (one hour of paraprofessional aide time for each student over the maximum at K-6 4 (5 at Yale School) levels or for 1 to 5 students over the daily load of courses at secondary levels); for specialists, a paraprofessional paraeducator will be assigned to assist once the class maximum has been reached, unless waived by the teacher.

E. a stipend of ~~\$10.00~~ \$12.00 ~~\$15.00~~ per K-6 K-4 student or ~~\$2.00~~ \$3.00 per 7-12 5-12 student over the maximum per day; **a stipend of 12.00 per Life Skills/Diverse Support Program student per day; a stipend of \$4.00 ~~6.00~~ per Resource Room student per day; a stipend of \$2.00 ~~3.00~~ per SLP student per day;**

F. substitute time for working within the building;

G. building budgets will be adjusted semi-annually for enrollment growth or decrease.

If the teacher, Association, and District agree to move students to equalize classes/loads then such student movement will occur at trimester for K-4 and quarterly for 5-12.

Teachers will receive notice prior to the enrollment of a student being placed in a class.

Maximum average class sizes and daily loads may be waived by the district in cases of financial hardship, including but not limited to reduction or loss of local levy funds or a reduction of state support in excess of 4% of the district budget. A committee similar in makeup to the one in the first paragraph in this section shall convene to confirm that conditions warrant such waiver.

The provisions of this section do not apply to alternative education programs (e.g., Lewis River Academy and TEAM).

A17. TA 6/30/16: 5.6 Playground Duty

Elementary classroom teachers (K-4, K-5 at Yale School) will not be assigned playground or recess duty on any permanent, regular basis. In addition to the duty-free lunch recess, the district will provide one (1) 15- minute supervised recess daily for each regular elementary classroom teacher.

A23. TA 6/30/16 5.7 Secondary Class Preparations

The District will limit the number of class preparations for secondary teachers who teach halftime or more in core academic departments of Language Arts, Social Studies, Mathematics and Science to no more than three (3) preps per semester, provided that when it is not possible district administrators will work with department staff and the Association, if requested by the employee, to equitably distribute the number of class preps among the qualified staff members in the department. Individual teachers may agree to waive the three (3) prep limit.

A5.D.10 TA 6/30/16: 6.2 Voluntary Transfers and Reassignments

Building principals shall retain the right to assign teachers to classes/subjects and grade levels within their building for which they are qualified ~~as established in the posting. Qualified is defined as holding certification, or applicable teaching experience, or major/minor in subject area, or as defined by the state as "highly qualified" in the given academic school year.~~ Requests by employees to transfer to a different class, building, grade, and/or position (including extracurricular contracts) will be made in writing. Employees with most recent final summative evaluation scores of 1 (Unsatisfactory) or 2 (Basic) are not eligible for transfer.

~~For all openings known prior to July 1, for the following school year, the District will notify staff electronically or in writing at least 5 days prior to posting outside the school district. All other postings will be posted in an out of district at the same time.~~

In-district applicants who apply for vacancies will be given first consideration, prior to any review of outside applications. Qualification standards applied to in-district applicants shall be the same as those applied to outside applicants. In-district applicants who are unsuccessful obtaining job openings shall be notified.

Vacancies which occur during the school year will be discussed with the appropriate building and district administrators to determine if the position can be filled by a current employee without disrupting the existing instructional program.

Vacancies that occur during the summer will be posted on the District website.

A6. TA 6/30/16: 6.3 Involuntary Transfers

An involuntary transfer is defined as the unilateral undesirable transferring of an employee from one building site to another. Involuntary transfers shall be made following meetings with the teacher, an Association representative (if requested by the teacher), the principal, and the superintendent. Possible reasons for involuntary transfers may include the following: a change in the number of students which requires a change in the numbers of teachers per grade level or subject, elimination of program(s), or a more appropriate teaching assignment. If the transfer is for reasons other than class size or program change, the need for the transfer will have been documented and have been discussed previously with the employee.

If a transfer becomes necessary, whenever possible the district shall actively seek volunteers prior to making any involuntary transfer. If an involuntary transfer is still necessary, the teacher with the least building seniority shall be transferred from the pool of equally qualified candidates. If there is a tie in building seniority, district-wide seniority shall be used as a tie-breaker. For "seniority" years shall be measured using the rules applicable to the salary schedule. Prior to any involuntary transfer, the District shall meet with Association representatives to review the relevant circumstances and

those employees who have been identified as equally-qualified candidates, and to explore any alternatives proposed by the Association. The District shall provide a building seniority list at this meeting.

Teachers who are transferred during the school year shall be allowed release time for preparation prior to the effective date of the transfer. The District shall provide assistance in the moving of the teacher's materials whenever a teacher is transferred.

No involuntary transfer shall be initiated for reasons that are punitive, arbitrary, capricious, or not based on fact.

A1. TA 6/30/16: NEW 6.4 Traveling Teachers

Teachers who ~~travel~~ are assigned to travel between buildings during the course of a school day will be compensated for 15 minutes of time (at per diem rate) per school day, to be paid monthly from the certificated additional time form.

Teachers who travel between buildings in accordance with assigned duties may also claim mileage if using their personal vehicle.

Teachers who change ~~travel between~~ buildings during the school year due to job assignment (e.g. Elementary Music/Elementary Art) will receive compensation equivalent to ~~one (1)~~ **two** days of pay due to packing up and setting up new classrooms during the school year.

§ 8.1.1, *amend as follows*: ~~When acting in accordance with assigned duties or when~~ requested to travel, and a district vehicle is not available, and the employee is required to use his/her personal vehicle, the employee shall be reimbursed for such travel at the maximum rate allowed all employees of the Woodland School District. Said rate shall be equivalent to the current IRS tax deduction for mileage.

D19 – TA 6/30/16: § 7.1.4, page 13, amend as follows:

Leaves up to five (5) days for each occurrence shall be extended to an employee for the death of a member of his/her immediate family. (Immediate family shall include: father, mother, husband, wife, domestic partner, daughter, son, brother, sister, grandparent, grandchild or the same related by marriage, or a family member living in the same household.) An employee may request an additional two (2) days, which may be granted by the superintendent or designee for travel or for other extenuating circumstances. "Immediate family" may include bereavement for any other individual approved by the employee's supervisor upon request from the employee showing unique circumstances. This leave is in addition to personal sick leave. This leave may be extended without pay if necessary.

D12 – TA 6/30/16: § 7.2, page 13, amend as follows:

An employee shall be entitled to request a part- or full-time leave of absence without pay. The request shall be in writing and shall include the reason for the leave and the duration of the proposed leave. The duration of a leave shall not exceed one (1) year. Leaves must be approved by the Board upon recommendation of the superintendent based upon the individual circumstances of the leave and the best interests of the District. If a request for a leave of absence is denied, the District will provide the employee with a written notice which will include the reasons for the denial.

The employee on leave must notify the employer of his/her intention to return by April 1.

The employee requesting the leave will receive no salary or benefits for the period of absence, but will retain position on the salary schedule in educational increments and teaching experience. **If during the leave the employee gains additional (a) educational increments and/or (b) teaching experience, then he/she will advance on the salary schedule accordingly.**

The employee on leave will have the following benefits frozen: accumulated sick leave and retirement, ~~unless the employee acquires benefits through another teaching job.~~

To be eligible for this leave of absence, the employee must have completed three (3) years of teaching experience within the District.

Upon reinstatement, the employee is not guaranteed his or her previous position. The employee shall have the same right to apply for a position for which he/she is qualified, in lieu of the previous teaching position held. ~~The employee on leave must notify the employer of his/her intention to return by April 1.~~

A12.D19 TA 6/30/16: 7.3 Maternity Leave

A. Absence for reasons of disability due to pregnancy, miscarriage, abortion or childbirth ~~maternity~~ shall be granted according to law. The following procedures will be followed:

A. 1. Notification: An employee shall notify the superintendent in writing of the expected date of birth of the child at least one month before that date.

B. 2. Request for Leave of Absence: An employee, upon request, shall be granted a leave of absence from her position prior to the birth of a child, the exact date to be determined by the employee's physician.

B. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:

- A. 1. An employee may use accumulated sick leave for any period of disability ~~up to 12 weeks~~ caused by pregnancy, miscarriage, abortion, childbirth and/or recovery therefrom, ~~and adoption or foster care.~~
- B. 2. The District may request a certification of ~~disability or~~ fitness for return to work under the same rules applicable to other uses of sick leave.
- C. 3. If sick leave is exhausted during the period of disability ~~absence~~ the employee will automatically be placed on leave of absence for the duration of the period without pay, as per section 7.4 7.5 Family Leave.
- D. 4. Return: As soon as the employee's attending physician has indicated the date upon which she may return to work, the employee will notify the District as to that date immediately. When there are fewer than twenty (20) working days for the remainder of the school year, the employee may elect to take leave without pay for the remainder of the school year. The employee will be guaranteed a position for the ensuing school year.
- E. 5. When an employee is seeking a leave of absence without pay for the purpose of maternity, she ~~the employee~~ shall notify the district as to the following dates as soon as possible:
 - (1) a. The anticipated due date of the baby's birth.
 - (2) b. The anticipated length of physical disability ~~absence~~.

~~Health benefit FTE will be reduced after 18 days (or 1/10th of the 180 day contracted school year) based solely on the period of any unpaid leave. Any such reduction will be prorated over the remaining months of the contract year.~~

~~Beyond the use of sick leave for the period of the employee's disability leave of absence, up to five (5) days of accumulated sick leave may be used for the birth of a child and to care for a newborn child. The employee may also choose to use personal leave for this purpose.~~

A13.D19 TA 6/30/16: 7.4 Parental Paternity Leave

An employee may use up to five (5) ~~ten (10)~~ days of accumulated sick leave because of the birth of a child and to care for a newborn child, or because of the placement of the child with the employee for adoption or foster care. The employee may also choose to use an additional five (5) days of personal leave for this purpose. **Granting of personal leave days shall not be subject to Personal Leave provisions see section 7.1.2Paternity/Partner Leave**

~~An employee may use up to five (5) ~~ten (10)~~ days of accumulated sick leave because of the birth of a child and to care for a newborn child, or because of the placement of the child with the employee for adoption or foster care.~~

A14. TA 6/30/16: 7.5 Family Leave

An employee is anyone who was employed by an employer on a continuous basis for the previous 52 weeks for at least 1,250 hours of service during those 52 weeks, excluding authorized leave or periods of time in which ~~the employee does persons do~~ not report to work but ~~has~~ have a continuing employment relationship and ~~does~~ do not collect unemployment.

The District ~~will~~ may require confirmation by a health care provider of the employee's need for family leave.

Health benefits provided under any group health plan will be continued for the duration of the leave at the level and under conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the District for all premiums paid during the leave.

An employee who plans to take family leave must provide the District with the written notice at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave within one working day of the beginning of the leave.

Upon returning from family leave, the employee is entitled to be returned to the same position he/she previously held or to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

Any employee who works principally in an instructional capacity who would be on leave for greater than 20% of the total number of working days in the period during which the leave would extend, may be required to take leave for periods of particular duration or to transfer temporarily to an alternative equivalent position that better accommodates the leave.

Any employee who works primarily in an instructional capacity and who requests a period of leave near the conclusion of the academic term, may be required to continue the leave until the end of the term.

An employee's seniority and health care benefits shall not be impacted by the employee's use of family and medical leave not to exceed 12 weeks per year.

7.5.1 Family Leave in the Case of a Newborn Child

An employee, whether male or female, is entitled to twelve (12) work weeks because of the birth ~~or of~~ a child, to care for a newborn child, or because of the placement of a child with the employee for adoption or foster care. This leave is unpaid and is in

addition to maternity disability leave, parental leave, or leave to care for the mother or child if either requires health support. If both parents of the child are employed by the District, they together are entitled to a total of twelve (12) weeks of leave. Leave taken to care for a newborn or newly adopted child must be completed within twelve (12) months after the birth or adoption.

7.5.2 Family Leave in All other Cases

~~After an employee exhausts paid leave for qualified purposes the~~ An employee, whether male or female, is entitled to twelve (12) work weeks of family leave during any twelve (12) month period.

~~Family~~ The family leave may be taken: ~~(a) because of the birth of a child and to care for a newborn child, (b) because of the placement of a child with the employee for adoption or foster care, (c) to care for a child or a spouse or parent who has a serious health condition, or (d) because of the employee's own serious health condition, qualifying exigencies from the foreign deployment of the employee's spouse, child or parent, or to care for a service member with a serious injury or illness if the service member is the employee's spouse, child, parent or next of kin. This leave will run concurrently with paid sick leave, if the leave qualifies for sick leave, for as long as the employee has a sick leave balance, after which leave becomes unpaid until the employee has used twelve (12) weeks of family leave.~~

"Child" is defined as a biological, adopted or foster child, a stepchild, a legal ward who is under 18 years of age or incapable of self care due to a mental or physical disability. A "serious health condition" is one caused by injury, illness, impairment, or physical or mental condition that involves (a) inpatient care of (b) continuing treatment by a care provider.

~~The family leave shall be without pay for all or part of the leave. The employee may choose or the District may require the employee to substitute and use his/her total accumulation of paid leave to which he/she is otherwise entitled before going on unpaid family leave. The family leave is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth maternity.~~

D13. **TA 6/29/16:** § 7.6, page 16, *amend as follows:*

Leave of absence shall be authorized for jury duty or under subpoena as a witness in court for school-related business. ~~The employee's salary while absent will be subject to deduction of the amount he/she receives for jury service or witness fee.~~ When an employee has been subpoenaed for non-school business, the leave will be without pay, unless the employee uses personal leave.

As soon as is practical after an employee has been notified that he/she is to appear for jury duty or has received a subpoena, he/she will inform the building principal of the date and hour he/she is to appear and provide a copy of the jury duty summons or subpoena.

A15. TA: 7.8 Leave Sharing

~~Employees may, with the approval of the Superintendent or his/her designee, donate sick leave to another employee for sick leave purposes. All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for purposes of this program. See RCW 28A.400.380.~~

7.8.1 Eligibility to Receive Shared Leave

An employee may be eligible to receive shared leave under the following conditions as confirmed ~~determined~~ by the Personnel Office:

- A. The employee suffers from, or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, or who has been called to service in the uniformed services, or has given childbirth, which has caused, or is likely to cause, the employee to go on leave without pay or terminate the District employment;
- B. The employee's job is one which sick leave can be used or accrued;
- C. The employee's absence and the use of shared leave are justified;
- D. The employee has exhausted or will exhaust his/her sick leave;
- E. The employee has abided by District regulations regarding sick leave use; and
- F. The employee has diligently pursued and been found to be ineligible for time loss compensation under chapter 51.32 RCW (the chapter of the state Industrial Insurance Act entitled "Compensation--Right to and Amount").

Any employee who wishes to receive leave under this policy shall submit a request in writing to the personnel office. The District shall require the employee or his/her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

All forms of paid leave available for use by the recipient must be used prior to using shared leave.

No employee may use more than 522 days of donated leave during total district employment. unless approved by the Superintendent supervisor.

7.8.2 Donation of Leave

An employee who has an accrued sick leave balance of more than twenty-two (22) days may request the Superintendent or his/her designee to transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer shall not result in the donor's sick leave account going below twenty-two (22). All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated or financially induced into donating sick leave for purposes of this program.

7.8.3 Computation of Leave Transferred

Computation of leave transferred shall be as follows:

- A. Calculate the value of donated leave as days donated times donor's daily rate of pay.
- B. Convert to the value of shared leave by dividing the value of donated leave in #1 by the recipient's daily rate of pay.
- C. Once calculated, the leave is coded as shared leave and maintained separately from all other leave balances for the recipient.
- D. One (1) day of donated leave may cover more or less than one (1) day of the recipient's leave.
- E. The recipient will continue to be paid his/her regular rate of pay while on shared leave.

7.8.4 Return of Unused Leave

Any shared leave not used by the recipient during each incident/occurrence as determined by the Superintendent or his/her designee shall be returned to the donor(s).

The shared leave remaining will be divided among the donor's on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's sick leave balance.

A4.D15.D16 TA 6/30/16: 8.3 Compensation for Credits

- A. Staff members will be compensated for up to ~~\$450~~ ~~\$400~~ **\$500** per school year for the cost of National certifications listed below, college credits and/or clock hours, conference registrations, professional memberships, and certification tests. Unused compensation will not carry over to subsequent school years. Compensation will be for the total cost of the credit/certification/conference/professional membership/certification test up to ~~\$450~~ ~~\$400~~ **\$500** per year. Compensation will be made upon submission of proof of payment for the course, registration, membership, certification test, or credit. To access these funds employees must either submit for reimbursement or provide notice to the District office of an intent to do so prior to April 1. The national certifications referenced above are National Board for Professional Teaching Standards, National Certified School Psychologist, National

Certified School Counselor, Occupational Therapist Registered and the Certificate of Clinical Competencies in Speech-Language Pathology.

For credits, conference registration, professional membership and certification tests to be eligible for compensation, the class, conference, membership, or exam, must deal with the employee's professional plan, developed with the building principal (see Section 11.5 and 11.7) and/or is a class, conference, membership, or exam that the employee and principal discern would enhance his/her curriculum or instructional proficiency above and beyond building goals. The professional plan is flexible, and may be revised during the school year to better reflect the employee's goals. This plan may state that an employee needs to take a class (or workshop, seminar, etc.) to deal with an area of concern.

B. Employees may direct the entire ~~\$450~~ ~~\$400~~ **\$500** credit reimbursement amount toward health insurance as described in Section 4.2. Declaration of intent to direct the ~~\$450~~ ~~\$400~~ **\$500** toward health insurance shall be made in writing no later than October 1 of each year.

C. Between April 1 and May 31, any funds under this section which are not committed by April 1 each year (either submitted for reimbursement or notice provided to the district office of an intent to do so) shall be available to employees who have already exhausted their ~~\$450~~ ~~\$400~~ **\$500**. Each employee shall be entitled to claim up to ~~\$1,600~~ **\$2000** in additional reimbursement for credits, clock hours, conferences, membership fees to professional organizations, or certification exams, or the national certifications identified in paragraph A above. Claims for registration costs of National Board Certifications identified above shall have priority over other class, conference, membership fees, or certification tests, or credit reimbursements. Claims for reimbursement must be submitted by May 31st. If there are insufficient funds for all reimbursement claims, the amounts shall be pro-rated equally for all claims. Amounts claimed for National Board registration/certification by candidates who do not submit for certification must be reimbursed to the pool of available dollars by the employee.

D. Claims received after May 31st will be fulfilled if there are available funds, and on a first-come, first-served basis. Notice of intent to claim funds must be received by the District by June 30th. Total reimbursement for each employee shall not exceed ~~\$2000~~ **\$2500** in the same year.

E. The Association shall approve any claims for reimbursement that are for costs beyond expenditures explicitly authorized in this section ~~national certifications, college credits, or clock hours, and registration~~. Any funds under this section which are not committed by August 15 each year shall be added to the health care pool identified in Section 4.2 for the following school year.

A19. TA 6/30/16: 9.2 Due Process

No employee shall be disciplined or adversely affected without just cause. The specific grounds forming the basis for disciplinary action will be made available to the employee. Appropriately voicing opinions to a supervisor, asking questions, or disagreeing with an administrator shall not be considered just cause.

The District will offer the employee the option to have Association representation, to which they are entitled, prior to any meeting which the administrator reasonably believes may lead to discipline. ~~An employee shall be entitled to will have present a representative of the Association during any meeting unless denied in writing by the employee.~~ When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

The District agrees to follow a policy of progressive discipline (generally oral warning, written reprimand, suspension without pay, and termination) ~~, as shared with the Association (see appendix XX), and any~~ However, disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action and may start at a higher step when circumstances warrant it.

Any complaint made against an employee by a parent, student or other person will be ~~promptly~~ called to the attention of the employee within ten (10) working days, unless it would interfere with an investigation, in which case the employee will be notified as promptly as reasonably possible. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee. The district will provide documentation of the complaint upon employee request.

Any criticism of any employee by a supervisor, administrator, or other agent of the employer shall be made in confidence and never in the presence of students, parents of students, other employees, or at public gatherings. All critiques made shall be confidential.

A20. TA 6/30/16: 9.3 Formal Complaints

If any employee files a formal complaint, pursuant to the District's Resolution of Staff Complaints Policy, 5270 ~~with the District,~~ the employee ~~shall be entitled upon request to a~~ will receive a written response summarizing the District's response to the complaint.

Formal complaints and the District's response will be shared with the Board in executive session at the next scheduled Board meeting.

A21.D19 TA 6/30/16: 9.4 Grievances

(1) GRIEVANCE DEFINITIONS - A claim by a certificated employee that there has been an event which is a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as described below. The grievance shall address itself to the specific provision(s) of the Agreement that is alleged to have been violated, misinterpreted, or misapplied. The purpose of this grievance procedure is to secure at the lowest possible administrative level a fair solution to grievances of certificated employees.

(2) GRIEVANCE PROCEDURES – The certificated employee shall file the grievance within ten (10) working days from the grievable event or when the certificated employee learned of the event, whichever is later. Prior to filing a grievance, an ~~informal~~ meeting shall be held between the principal or other appropriate supervisor and the certificated employee, who may will be accompanied by an Association representative ~~unless denied in writing by the employee~~. Either the employee or the supervisor may provide documentation of the ~~informal~~ meeting. If the grievance is not resolved at this meeting, formal grievance procedures may be instituted, within ten (10) days of the grievable event or when the certificated employee learned of the event, whichever is later. However, disagreements not settled at this level do not automatically lead to formal grievances. If any individual certificated employee has a personal complaint which he/she desires to discuss with the supervisor, he/she is free to do so without recourse to the grievance procedure. Electronic communication is not an acceptable means to initiate a grievant's timeline.

(3) The grievant may invoke the formal grievance procedure by completing the form attached as Appendix ~~6~~ X to this Agreement. A copy of the grievance form shall be delivered to the principal or appropriate supervisor within ten (10) working days of the grievable event or ten (10) working days of the time when the grievant learned the grievable event occurred, whichever is later. If the grievance involves more than one school building, the form may be filed with the superintendent (or the representative designated by the superintendent).

(4) Within ten (10) working days of the receipt of the written grievance, the principal or appropriate supervisor shall give a written response to the grievant and the Association. The principal or supervisor may will explain the written response in a meeting with the grievance chairman or Association representative, and/or the teacher, ~~unless waived by the employee~~. This meeting is not a necessary step in the grievance procedure.

(5) If the Association is not satisfied with the administrator's response to the grievance, the grievance may be given to the superintendent within (5) working days of receiving the response. Or, if no response is received from the principal/supervisor within ten (10) working days of filing the grievance with him/her, the grievance ~~shall~~ will be given to the superintendent.

(6) Within ten (10) working days of receiving the grievance, the superintendent or his/her designee shall offer to ~~must~~ meet with the grievance chairman or Association representative and/or the certificated employee.

(7) The superintendent shall must give a written response to the grievance to the Association and the certificated employee within ten (10) days of the receipt of the grievance or five (5) working days of the meeting, whichever shall be later.

(8) If the employee is not satisfied with the superintendent's decision above, the employee and the Association representative or WEA's Grievance Committee may file an appeal in writing with the Board of Education within five (5) working days after receiving the decision.

(9) After receipt of the appeal the Board shall meet with the aggrieved employee and the Association representative or Grievance Committee for the purpose of resolving the grievance. The hearing shall be conducted in executive session at the next regularly scheduled Board meeting or workshop session.

(10) A written response describing the Board's decision regarding the grievance shall be given to the certificated employee and the Association within ten (10) working days.

(11) If the Association is not satisfied with the Board's disposition of the grievance, or if no meeting (as described in 9.4.9 above) or written response has been made within the time frame above the grievance may be submitted before an impartial arbitrator, at the option of the Association. The Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate within ten (10) working days of receipt of the written response or within ten (10) days of the first Board meeting after submitting the appeal if no meeting was held with the grievant. If the parties cannot agree on the arbitrator within ten (10) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules. These rules shall also govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

(12) SCHEDULING OF GRIEVANCE AND ARBITRATION HEARINGS - All hearings or conferences pursuant to this grievance procedure shall be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. No certificated employee involved in the grievance hearing as a witness or grievant shall suffer loss of salary or other benefits.

(13) ARBITRATION COSTS - Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

(14) JURISDICTION OF THE ARBITRATOR - The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall decide all substantive and procedural arbitration issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitration issues arising in connection with the grievance shall be consolidated for hearing before an arbitrator; provided, the arbitrator shall not resolve the grievance prior to having heard the merits of the grievance.

(15) The award of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the award.

(16) TIME LIMITS - The time limits provided in this Procedure shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the Association to proceed to the next step on the grievance procedure.

(17) CONTINUITY OF GRIEVANCE - Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

A18.D16 TA 6/30/16 10.1 Procedures

- A. The effect upon the students in the classroom is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of the program reductions upon students.
- B. The severance of certificated personnel will be minimized to the extent practicable.
- C. Where revenues are categorical and depend on actual expenditures rather than budgeted amount, every effort will be made to maintain these programs to the limit of this categorical support. (e.g., special education, career & technical education, federally supported programs, etc.).
- D. In its efforts to retain as much of the basic educational program as the District's financial resources will permit, the Board of Directors will consider reduction in expenditures, including but not limited to the following: field trips, activity programs, supplies and materials and equipment, ancillary service and personnel.

- E. It is recognized that individuals or groups may wish to donate funds for all or part of a program to be reduced, modified, or eliminated. The District will not accept any donation restricted to the support of a particular sub function. Donations which are unrestricted as to the use may be accepted by the District.
- F. The procedures described in this Article shall not apply to provisional employees as defined in RCW 28A.405.220, and the contracts of such employees may be nonrenewed for financial or other reasons as authorized by law. These procedures also shall not apply to the nonrenewal of any employee hired under the provisions of RCW 28A.405.900 (retire/rehire or leave replacement).
- G. Prior to issuing any non-renewal notices under this Article, the District shall send a written notice to employees announcing its intention to reduce the work force through a layoff, and announcing that employees can offer to be among those included in the layoff in accordance with the following conditions:
 - 1. There shall be no coercion applied for employees to volunteer for layoff.
 - 2. Any employee who volunteers for layoff shall sign a written waiver of any and all rights to contest the layoff under RCW 28A.405 and/or the collective bargaining agreement.
 - 3. From among the volunteers, the District shall select the employee(s) whose layoff would prevent the involuntary layoff of another employee.
 - 4. The District shall issue a non-renewal notice to employees who volunteer for layoff in accordance with state law.
 - 5. The parties enter into this agreement under the assumption that volunteers for layoff will be allowed to collect unemployment insurance in the same manner as employees involuntarily laid off under WAC 192-150-100 and the District shall not contest the unemployment claims of such volunteers.
- H. The school district shall determine the total number of certificated staff leaving the district for reasons of retirement, family transfer, normal resignations, discharge or nonrenewal, voluntary layoff, etc., and these vacancies shall be filled from the existing staff insofar as possible.
- I. The determination of personnel to be retained (over and above A-B listed above) shall be made primarily on the basis of those most qualified to conduct the reduced educational program.

- J. Vacant positions shall be filled by those fully certificated teaching personnel within the District who have adequate academic preparation and experience fitted to that particular assignment or who may attain adequate preparation prior to the opening of school in the fall. The following is the criteria for the determination of those most qualified to conduct the reduced educational program:
1. Certification: Possession of an appropriate valid Washington State Certificate for the particular position being filled.
 2. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retain position:
 - a. Elementary employees will be considered for retention on one category (~~K-6~~ for employees with a K-8 elementary certificates). (Elementary employees shall include classroom teachers, elementary librarians).
 - b. Secondary employees (~~7-12~~, for employees with subject area endorsements) will be considered for retention by teaching specialties (such as science, math, K-12 music, social studies, language arts, art, business education, physical education and health, individual languages, i.e., French, Spanish).
 - c. Other non-supervisory employees will be considered for retention according to their specialties which will include counselors, librarians, special education personnel (psychologists, communications disorder specialists) and nurses.
 - d. Certificated employees holding positions within programs which are funded with categorical monies shall be retained according to Federal and State requirements for said position(s).
 3. Selection within Employment Categories: Certificated employees shall qualify for retention in available positions within the categories if they are certificated and endorsed ~~considered "highly qualified"~~ for such position ~~under federal law~~.
 4. Q Value: In the event that there are more qualified employees than available positions in a given category or specialty, the employee with the highest value for "Q" will be retained.

$$Q = A + B + C + D$$

A = 3 points for each year of professional experience in Washington state

B = 3 points for being a National Board Certified Teacher, National Certified School Psychologist, National Certified School Counselor, Occupational Therapist Registered and holding an ASHA Certificate of Clinical Competence in Speech-Language Pathology.

C = points for additional credits/clock hours/degrees:

- BA+15 = 1 point
- BA+30 = 2 points
- BA+45 = 3 points
- BA+90 = 5 points
- BA+135 = 7 points
- MA+0 = 9 points
- MA+45 = 11 points
- MA+90/PhD = 13 points

D = 1 point for each year of professional experience outside Washington state.

Years and credits/clock hours/degrees in the Q formula above shall be measured using the rules applicable to salary schedule placement, and counted as of the date necessary to qualify for placement on the current year's salary schedule.

- ~~5. Ties: In case of a tie in Q values, the one with the highest final summative evaluation rating (4, 3, 2, 1). If a second tie breaker is necessary, the employee with the most years of Washington state experience as measured by rules applicable to the state salary schedule will be retained. If a third second tie breaker is necessary, the employee with the total number of credits beyond a BA, as reported by the date necessary for salary schedule credit, will be retained.)~~

Ties: In case of a tie in Q values, the one with the most years of Washington State experience as measured by rules applicable to the state salary schedule will be retained. If a second tie breaker is necessary, the employee with the total number of credits beyond a BA, as reported by the date necessary for salary schedule credit, will be retained. If a third tie breaker is necessary, the one with the highest final summative evaluation rating (4,3,2,1) will be retained.

6. Seniority List: A "seniority list" with employees listed in order of Q values as defined above shall be published annually by January 1 each year. Employees

may submit corrections to this list on or before January 15, and a final list shall be published by February 1.

7. Recall Procedures: In the event that additional students enroll in the District or additional revenues become available, or a vacancy occurs, the Board shall recall certificated employees according to the preceding criteria.
- K. The Board of Directors shall review the recommendation of the superintendent. After review, the Board shall take such action as may be necessary and such notice shall be given certificated staff members as required by law.
- L. All certificated employees who receive notice of probable cause of non-renewal or discharge of their contracts will be placed in a District employment pool and will be considered for any vacancy in the District which thereafter occurs unless qualified certificated employees are not available for a particular position in the employment pool. In filling any vacancy the same criteria specified above shall be used. The term "vacancy" shall be liberally construed and shall include all positions that may become available for any reasons. All certificated employees will be retained in the District employment pool until September 15th of two consecutive school years and will be placed on the substitute teachers' list for the following two school years (e.g. an employee laid off in May 2009 remains in the recall pool until September 15, 2011, and shall be on the substitute list for the 2009-10 and 2010-11 school year). Employees recalled to a position will be sent a letter by certified or registered mail and will have five calendar days to respond after receipt. The failure to accept the position within those five days shall result in the employee being dropped from the employment pool.

TA 6/30/16: ARTICLE 11. CERTIFICATED STAFF EVALUATION

Preamble

We believe the ultimate goal of all measures should be to improve teaching and learning. We believe that professional conversation is the most powerful approach to promote teacher learning, and that these conversations must be grounded in an instructional framework that informs and identifies effective practices that improve student learning. Regular reflective conversation about practice requires us to understand, analyze and respond to student learning in the classroom.

Therefore teacher evaluations should:

Focus on learning

Support growth

Guide instruction

Be a collaborative process between teachers and administrator

Certificated classroom teachers and education staff associates holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth in this policy.

11.1 Responsibility For Evaluation

Within each school the principal shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by the principal of one of the schools. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other supervisory certificated staff members to assist in the observation and evaluation process. Prior to the beginning of the evaluation process, the administrators of each building shall meet with the staff to review and discuss the evaluation procedure and criteria.

11.2 Required Evaluations

- A. All employees newly employed by the School District shall be observed for the purposes of evaluation for at least thirty (30) minutes within the first ninety (90) calendar days of the commencement of their employment.
- B. All employees, including new employees, shall be evaluated annually. Such evaluations are to be completed not later than June 1 of the year in which the evaluation takes place.
- C. After an employee has four years of satisfactory evaluations under section 11.3 of this article, a focused form of evaluation may be used by mutual agreement between the evaluator and the employee.
- D. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
- E. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- F. If an evaluator is not available to complete an employee(s) evaluation, the District will train the interim-evaluator. The interim evaluator will complete most evaluations with the support of the Assistant Superintendent. In special circumstances, other principals or administrators will complete the evaluations. In each case, the Association will be notified to ensure confidence in the evaluation process.
- G.-F. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15. As discussed in the following sections, whenever possible the supervisor's concerns will have previously been discussed with the employee, and suggestions for improvement will have been made.
- H. Long-term Substitutes: Long-term substitutes will be observed for thirty minutes twice in the first thirty days of an assignment. If the substitute remains in the position more than thirty days, he/or she shall be evaluated.

11.3 Definitions

11.3.1 Teaching Criteria

One of the eight (8) state defined categories to be scored. The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement

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

11.3.2 Evaluator

A certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state and federal requirements. All evaluators shall demonstrate competence in observing teachers with inter-rater agreement. The evaluator shall assist the teacher by providing support and resources.

Evidence

Examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric, including valid evidence presented verbally in professional discussion between the certificated teacher and his/her evaluator. Evidence should be gathered from the normal course of employment and directly related to the performance of teaching duties.

11.3.4 Unsatisfactory

- A. Level 1: Unsatisfactory—Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
- B. Level 2: Basic—If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level.

11.3.5 Student Growth

Data taken from multiple sources identified by the teacher, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

11.3.6 Instructional Framework

The adopted evidence-based instructional framework developed by Danielson and approved by OSPI, including the special education Danielson framework.*

11.3.7 Comprehensive Evaluation

A teacher on comprehensive evaluation shall be evaluated using all eight state criteria as well as student growth. A comprehensive summative evaluation cycle shall begin with the first contract day and conclude no later than May 30 of the school year.

11.3.8 Focused Evaluation

A teacher on focused evaluation shall be evaluated on one of the eight criteria. Criterion scores include applicable framework rubrics and Washington state student growth rubrics. If criterion 1, 2, 4, 5, 7 or 8 is selected, the evaluator will use student growth rubrics from criterion 3 or 6.

11.3.9 Professional Growth Activity or Goals

The teacher's intentional focus, during the focused evaluation process, on a specific criterion within the evaluation framework.

11.4 ~~3~~ Observation Procedures

11.4 ~~3~~.1 Minimum Observations

During each school year each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. A minimum of one formal observation for a total observation time of thirty (30) minutes shall be required. Total formal and informal observation time for each employee for each school year shall be not less than sixty (60) minutes. Employees in their third year of provisional status shall be observed three (3) times for not less than ninety (90) minutes.

*Evaluators will refer to the Danielson support documents that address classroom settings outside the general education program.

11.4 ~~3~~.2 Formal Observations

Prior to the required thirty minute formal observation, the employee and the supervisor shall meet to discuss the goals for the observation. Following the formal observation the principal or other supervisor shall prepare a written report, including the date and the start and end time of the observation, and give a copy to the employee within five (5) days after the observation. Within eight (8) working days of the formal observation, a meeting shall be held between the principal or supervisor and the employee to discuss the report. Formal observations shall be completed before May 15 of each school year.

11.4 ~~3~~.3 Additional Observations

In addition to observations for the Required Evaluations (11.2 9-2) the principal or other supervisors may make observations at any time during the school year. Evidence, suggestions or comments about the additional observations will be made available to the employee in a written report, as described above, if the information may be used in the final summative evaluation. The employee or the supervisor may request a meeting to discuss the observation and report.

11.4.4 Location

Observations do not have to be in the classroom. Department or collegial meetings may be used for a Formal Observation.

11.5 4 Evaluation Procedures – Comprehensive Long Form

The evaluation process will be used as one tool for improving the employee's professional performance.

- A. A comprehensive evaluation must be completed at least once every four years. A teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher or evaluator. The following categories of classroom teachers shall receive an annual comprehensive evaluation: classroom teachers who are provisional employees; any classroom teacher who received a summative evaluation performance rating of Level 1 or Level 2 in the previous school year.
- B. Each employee will self-assess themselves using an agreed-upon self-evaluation form. The teacher shall determine a student growth goal for Components 3.1, 6.1 and 8.1. These goals may be related to one another. Each employee will meet with his/her supervisor to discuss and/or refine the goals for the year no later than January 30
- C. Pre-observation conference: A pre-observation conference shall be held prior to each formal observation. The teacher and evaluator will mutually agree when to conference.
- D. Mid-year check: The employee and evaluator shall hold a mid-year check to discuss the following: the teacher's self-rating on all evaluated criteria and components, the administrator's preliminary rating on all evaluated criteria and components, submission of any additional evidence the teacher would like the evaluator to consider, student growth goals, data, and progress toward meeting those goals.
- E. An employee may submit evidence of professional performance to his or her evaluator at any time and the evaluator may request additional observation or evidence in order to obtain sufficient evidence in support of a final summative evaluation. If evidence, or lack of evidence, indicates a teacher is Unsatisfactory or Basic, the evaluator and teacher shall agree on means for demonstrating improvement through artifacts or observation.
- F. If the employee disagrees with the results of a summative evaluation, the employee may submit a rebuttal or evidence of professional performance which will be attached to the evaluation and may result in the change of rating. The employee will be provided with a copy of the evaluation report within three (3) days after the report is prepared. The employee will sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not necessarily indicate that the employee agrees with the content of the evaluation report. If the employee chooses he/she may attach a rebuttal to the evaluation.
- G. F. Each evaluation report required under 11.2 (Required Evaluations) shall be promptly forwarded to the School District personnel office for filing in the employee's personnel file. Evaluation reports other than those required under 11.2 (Required Evaluations) shall not be filed in the employee's personnel file unless either the supervisor or the employee elects to the contrary. If the supervisor elects to include the evaluation in the personnel file, the employee shall receive a copy of the evaluation. If either party includes the evaluation in the personnel file, it shall be within a reasonable time, not exceeding fourteen (14) days.

- H. Teachers on special assignments (TOSAs) shall not be asked or expected to evaluate other classroom teachers nor provide evidence regarding teacher performance. TOSAs may, as appropriate to their coaching role, provide suggestions and feedback to employees regarding professional practice and the evidence of that practice as it relates to the evaluative rubric. Teachers may elect to submit evidence gathered by a TOSA to the evaluator for consideration in the summative evaluation.
- I. Prior to a Summative Evaluation rating of Basic (1) for all teachers or Unsatisfactory (2) for teachers with more than five years' experience, the building principal will meet to discuss the perceived deficiencies with the employee. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. Such mutually-agreed plans will begin the following school year for evaluations completed after May 1. In connection with the development of such a plan, consideration should be given to utilizing the services of available resource persons to observe the employee's performance and make recommendations for improvement. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the employee may request a meeting with an association representative, the principal, and the superintendent to prepare an improvement plan for the employee. This plan recognizes that correction of deficiencies may require a regular assistance from a variety of sources.

11.6 Evaluation Procedures--Focused Form

Focused evaluations of employees must include, at a minimum, the following: one of the eight state criteria; the selected criterion must be approved by the employee's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention; the evaluation must include an assessment of the criterion using the Danielson instructional framework rubrics and the OSPI approved student growth rubrics (more than one measure of student growth data must be used in scoring the student growth rubrics); the focused evaluation will include the student growth rubrics of the selected criterion (if criterion 3 or 6 is selected, the evaluator will use that student growth rubric, if criterion 1, 2, 4, 5, 7 or 8 is selected, the evaluator will use criterion 3 or 6 student growth rubrics); a summative score is determined through the scoring of the instructional and student growth rubrics for the criterion selected.

11.7 Scoring Methodology

- A. For comprehensive evaluation, the teacher shall receive a summative score of 1 (unsatisfactory), 2 (basic), 3 (proficient), or 4 (distinguished) for each of the eight state criteria. Within each criteria are components, whose purpose is to aid the evaluator in determining the overall criterion score. The component scores shall be used holistically by the evaluator to determine the criterion score based on a preponderance of evidence.

- B. The sum of the eight criterion scores shall determine the employee's summative rating, following the scoring bands established by OSPI: 8-14, Unsatisfactory; 15-21, Basic; 22-28, Proficient; and 29-32, Distinguished.
- C. Student growth ratings shall be arrived at by referring to the state student growth rubrics SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The sum of these five scoring rubrics shall be used to determine a teacher's summative student growth rating as established by OSPI: 5-12, Low; 13-17, Average; and 18-20, High.
- D. For a focused evaluation, the employee shall receive a summative score based on an examination of the rating of all components within a given criterion as well as either student growth components 3.1 and 3.2 or student growth components 6.1 and 6.2. The summative focused evaluation rating shall be based on the evaluator's holistic review of the preponderance of evidence within component scores.

11.8 6 Evaluation Criteria For Educational Staff Associates (ESA)

Educational staff associates (ESA) include counselors, Media Specialists, ~~home-school counselors, speech language pathologists communication disorder specialists,~~ school psychologists, nurses, social workers and occupational and physical therapists. The following six categories for evaluation are applicable to ESA staff. The specific criteria under each category may not be applicable to an individual ESA staff member.

These categories are designed to assist an ESA staff member and the evaluator in defining the goals of an ESA staff member as well as to evaluate performance. Goals are to be established from the following six categories:

- A. Knowledge and Scholarship in Special Field: The ESA staff member demonstrates a depth and breadth of theory and content in his/her specialized field by:
 1. Exhibiting an ability to explain his/her use of various specialized procedures;
 2. Demonstrating knowledge of the basic principles of human growth and development;
 3. Relating and applying knowledge, research findings and theory derived from his/her discipline to develop a program of services;
- B. Specialized Skills: The ESA staff member demonstrates competency (knowledge and skill) in designing and providing specialized service by:
 1. Designing and conducting a program specific and unique services within his/her discipline;
 2. Synthesizing and integrating testing and non-test data concerning the student which:
 - a. Helps the student to use such data;
 - b. Helps others involved with the student understand and use such data in working with the student; and
 - c. Helps other specialists by providing case study material.
 3. Administering assessment procedures or organizing and assisting those who will administer assessment procedures; and
 4. Assisting staff and administrators to utilize specialized information into the regular curricular program.

- C. Management of Special and Technical Environment: The ESA staff member demonstrates competency (knowledge and skill) in organizing the elements necessary to deliver specialized services by:
1. Selecting and recommending testing and non-test devices, materials and equipment appropriate to student needs;
 2. Demonstrating knowledge of limitations and restrictions of testing and non-test devices, materials and equipment;
 3. Using comparative and interpretive data; and
 4. Creating an environment which provides privacy and protects students and family information as mandated by federal and state regulations.
- D. Professional Preparation and Scholarship: The ESA staff member exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to education as a profession.
1. Obtains at least three (3) college credit hour equivalent each year in his/her specialty, and/or participates in the equivalent of four (4) days of workshops sponsored by professional organization, and/or in inservice activities, and/or in teaching resource teams, previously approved by his/her principal and/or superintendent.
 2. Considers abilities and present performance levels of students in planning.
 3. Establishes immediate and long range objectives.
 4. Prepares effective plans to meet objectives.
 5. Plans for evaluation in lessons and units and utilizes the results in planning subsequent lessons.
 6. Provides adequate plans for a substitute teacher.
 7. Possesses and demonstrates knowledge of subject area.
- E. Effort Toward Improvement When Needed: The ESA staff member demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence by:
1. Participating in inservice and career development activities sponsored by the district, Educational Service District and professional organizations;
 2. Keeping informed on current trends, tendencies and practices in his/her field, using professional organizations and publications as sources;
 3. Responding to suggestions and recommendations included in periodic and annual staff evaluations; and
 4. Acknowledging personal and professional limitations (e.g., makes referrals).
- F. Professionalism: The ESA staff member demonstrates behavior appropriate to the teaching profession.
1. Maintains a professional working relationship with District administrators.
 - a. Uses proper channels.
 - b. Discusses problems at appropriate times.
 - c. Supports administrative decisions.
 - d. Keeps building principal informed of potential problems and curriculum needs.
 2. Contributes to a favorable working environment among colleagues.

3. Displays an appropriate working relationship with noncertificated staff.
4. Communicates with parents in a professional manner.
5. Maintains proper professional behavior before students, both in and out of the classroom.
 - a. Does not discuss colleagues in negative manner,
 - b. Does not show or discuss private communications,
 - c. Does not discuss faculty business,
 - d. Does not discuss inappropriate aspects of personal life.

11.9 ~~11.6.3~~ Evaluation Forms

Evaluation forms to be used with employees under this agreement are contained in Appendices 3A and 3B.

11.10 ~~7~~ Unsatisfactory Evaluations - Probation

11.10 ~~7.1~~ Supervisor's Report

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the superintendent on or before January 20. The report shall include the following:

- A. The evaluation report prepared pursuant to the provisions of paragraph 11.2 (Required Evaluations).
- B. A recommended specific and reasonable program designed to assist the employee in improving his/her performance.

11.10 ~~7.2~~ Establishment of Probationary Period

If the superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the superintendent shall place the employee in a probationary status on or before February 1 and ending on May 1. On or before February 1, the employee shall be given written notice of the action of the superintendent, which notice shall contain the following information:

- A. Specific areas of performance deficiencies;
- B. A suggested specific and reasonable program for improvement;
- C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area of deficiency.

11.10 ~~7.3~~ Evaluation During the Probationary Period -

- A. At or about the time of the delivery of a probationary letter, the principal or other supervisor shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When

appropriate, the supervisor shall authorize one additional supervisory certificated employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency.

- B. During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of 11.4 (Evaluation Procedures) B and C shall apply to the documentation of evaluation reports during the probationary period.
- C. The probationary employee may be removed from probation prior to May 1 or at any time if he/she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation.

11.10 7.4 Supervisor's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the superintendent at the end of the probationary period which report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:

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

11.10 7.5 Action by the Superintendent

Following a review of any report submitted pursuant to 11.6 (Supervisor's Post-Probation Report), the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15 pursuant to the requirement of RCW 28A.67.070.

11.10.6 Non-Renewal for Provisional Employees

Before non-renewing a provisional employee for an unsatisfactory evaluation, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the employee in making satisfactory progress toward remediating deficiencies.

Appendix: Evaluation

The Association and District agree that the following timeline should be followed in completing employee evaluations each year, but also recognize that circumstances can disrupt the timeline. Occasions when these timelines are not met do not constitute a violation of the collective bargaining agreement, although statutory timelines are binding on the parties.

Evaluation Timeline	
Date	Event
Sept. 15	Employees are notified of their evaluator
First 6 weeks	Employees complete self-assessment
Oct. 15*	Employees with unsatisfactory evaluations may be placed on probation after this date
First 90 days*	New employees must be observed at least once
Dec. 30	Teachers on comprehensive evaluation should have at least one observation by this date
Jan 15*	Evaluation must be complete if the evaluator anticipates recommending an employee for probation
Jan. 20*	Recommendation due to Superintendent if an employee is to be recommended for probation
Jan. 30*	Student growth goals submitted to evaluator
Feb. 1*	Latest that probation may be started, notice must be provided to employee
May 1*	Probation must be completed
May 15*	Formal observations are completed
May 15	Evaluator and employee should meet to discuss the final summative evaluation rating if the rating is unsatisfactory or basic
May 15*	Notices of nonrenewal must be served by this date
May 30*	Final evaluation is completed

*Required by statute, rule or this agreement.

Insert long-term sub evaluation form here.

A3.D18 TA 6/30/16: APPENDIX 1B: Extracurricular Salary Schedule

POSITION*	SALARY
Secondary Choir	\$2,500
Secondary Band	\$5,000
High School Annual	\$2,500
Middle School Annual	\$1,250

Intermediate School Annual	\$400
Middle School Newspaper	\$400
High School Newspaper	\$500
Freshman Class Advisor	\$500
Sophomore Class Advisor.....	\$1,000
Junior Class Advisor	\$1,000
Senior Class Advisor.....	\$1,000
National Honor Society Advisor	\$1,000
Lego Robotics	\$1,000
Science Olympiad (MS)	\$1,000
Drama	\$4,000
Yale Additional Responsibilities	\$4,000
High School Leadership.....	\$1,000
Middle School Leadership.....	\$1,000

*Employees may share the responsibilities of a position and split the salary with principal approval.

POSITION

Middle School Leadership 7-8	\$4900
Middle School Leadership 5-6	\$4900

Yale School (including responsibilities for not having an on-site administrator)*	\$4,000
Woodland K-1 Pool to be used to support K-1 Extracurricular Activities*	\$3,000
Woodland 2-4 Pool to be used to support 2-4 Extracurricular Activities*	\$4,500 5000
Woodland Middle School Pool to be used to support 5-8 Extracurricular Activities*	\$10,000 \$16,000 \$13,000 14,500
Woodland High School Pool to be used to support 9-12 Extracurricular Activities*	\$14,000 13,000 \$20,000 \$17,000-18,500

*Use of pool dollars to support building extracurricular programs, clubs, and activities are to be determined by each Building Leadership Team. The amounts indicated here, except for Yale School, represent \$1,500 for grades K-6 and \$3,500 for grades 7-12. Excess funds that go unused at the end of each academic school year will be allocated to

the building budget for the next year to be earmarked for the Building Leadership Team to expend on behalf of students are to be placed in a WEA Foundation Fund. WEA Foundation Fund monies will be used in support of need based students' participation in extracurricular activities and costs incurred.