# COMPREHENSIVE PROFESSIONAL AGREEMENT

Between

THE BATTLE GROUND EDUCATION ASSOCIATION

And the

BATTLE GROUND PUBLIC SCHOOLS

September 1, 2018 - August 31, 2020

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## Part I – Section 1 EXCLUSIVE RECOGNITION

1.1 The Battle Ground School District recognizes the Battle Ground Education Association, pursuant to Chapter 41.59 RCW, as the exclusive representative with respect to hours, wages, and terms and conditions of employment for all certificated personnel employed or to be employed by the District who are under contract or on District-approved leave. The Battle Ground Extracurricular employees are represented by the Battle Ground Education Association.

1.2 Excluded from the bargaining unit shall be the superintendent, central office administrators, building principals, assistant building principals, activity coordinators, or any supervisor who shall in his/her normal duties perform a preponderance of the following: having authority, in the interest of the District, to hire, assign promote, transfer, layoff, recall, discipline, or discharge other certificated employees, or to adjust their grievances, or to recommend effectively such actions.

1.3 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine; and words denoting numbers shall include both singular and plural.

## Part I - Section 2 DEFINITION OF PARTIES

This Agreement is entered into between the Board of Education on behalf of the Battle Ground School District #119, Battle Ground, Washington, herein referred to as the "Board" or "District" and the Battle Ground Education Association, herein referred to as the "Association."

## Part I - Section 3 STATUS OF THE AGREEMENT

3.1 Throughout this Agreement certain rights are accorded and ascribed to the Association which are in addition to the rights and functions provided for in the rules and regulations, policies, resolutions and practices of the District. These rights are afforded to the Association as the legal representative for the certificated employees covered under this Agreement and shall not be granted to a minority organization seeking to represent certificated employees officially represented by the Association.

3.2 Whenever there is a conflict between this Agreement and existing rules, regulations, policies, resolutions and practices of the District, this Agreement shall be controlling.

3.3 This Agreement shall become effective when ratified by the Board and the Association.

3.4 Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from current individual salaries or employee benefits.

## Part I – Section 4 COMPLIANCE OF AGREEMENT

4.1 Individual service contracts issued to members of the bargaining unit will contain no provisions that violate any section of this Agreement. Any individual service contract of members of the bargaining unit hereinafter executed shall state that it is subject to the terms of this and subsequent agreements between the Board and the Association.

4.2 If any individual service contract of members of the bargaining unit contains any language inconsistent with this Agreement, this Agreement shall be controlling.

## Part I - Section 5 CONTRACT ADMINISTRATION

The Association shall meet with the Superintendent and/or designee once a month during the school year to review and discuss current school problems, practices and other items of mutual interest. (Labor Management)

## Part I - Section 6 CONFORMITY TO LAW

6.1 This Agreement shall be governed and construed according to the Constitution and Laws of the state of Washington. If any provision of this Agreement or any application of this Agreement to any certificated employee or groups of such employees covered hereby shall be found contrary to law by a tribunal of competent jurisdiction, such provision or application shall have effect only to the extent permitted by law, and all other provisions or applications of the Agreement shall continue in full force and effect.

6.2 If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

## Part I - Section 7 DISTRIBUTION OF CONTRACT

7.1 Prior to general distribution, and not later than fifteen (15) days after ratification by both parties, the District and the Association shall sit down together and proofread the Agreement. The Association and the District shall be responsible for accurate wording. Any errors discovered after distribution shall be corrected within five (5) days after either party finds the error and notifies the party of such error.

7.2 Within thirty (30) days of the ratification of this Agreement, the District will furnish the Association with one (1) copy for each building rep and post the contract on the District server. The cost of all copies requested beyond the above shall be paid by the requesting party. The District shall have available a copy of the Agreement in the human resources office for all teacher candidates to review. Two (2) copies of the contract shall be placed with the secretary of each building.

## Part I - Section 8 REOPENER CLAUSE

8.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no oral statement shall add to or supersede any of its provisions.

8.2 The parties acknowledge that each has had the unlimited right and opportunity to make proposals. The results of the exercise of that right are set forth in this Agreement.

8.3 Each year for the life of the contract, the bargaining teams will meet to discuss any changes needed to the evaluation language.

8.4 This Agreement shall be reopened for amendment only by mutual consent of both parties, or as may be specifically required by legislative action or existing laws dealing with provisions of wages, hours, and working conditions covered by this Agreement. Requests for such amendment by either party must be in writing and must include a summary of the proposed amendment.

## Part I - Section 9 MANAGEMENT RIGHTS AND RESPONSIBILITIES

9.1 It is recognized that the District and Board have and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees in accordance with such policy or procedures as from time to time may be adopted or approved pursuant to laws and state regulations; provided, that these rights and responsibilities are not in conflict with any other provision of law in this Agreement.

9.2 It is the intent of the Board to maintain or improve the educational programs in the District and to seek input from the Association in formulating building/District decisions and Board policy.

## Part I - Section 10 POLICY BOOK

10.1 The District will maintain updated School Board policies on the District website with notice to the Association.

10.2 When Board policy changes occur, the District shall notify teachers of such changes. Updates will be sent electronically to the Association President.

## Part I - Section 11 DURATION OF AGREEMENT

11.1 This Agreement shall be effective as of the first day of September, 2018 and shall continue in effect until the thirty-first day of August, 2020.

11.2 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Negotiations between the parties for a successor Master Agreement shall begin no later than sixty (60) days prior to the expiration date of this Agreement.

| **EDUCATION ASSOCIATION** | **BOARD OF EDUCATION** |
|---|---|
| By _____ President | By _____ President |
| By _____ Vice President | By _____ Vice President |
| By _____ Negotiating Committee Member | By _____ Member |
| By _____ Negotiating Committee Member | By _____ Member |
| By _____ Negotiating Committee Member | By _____ Member |
| By _____ Negotiating Committee Member | |
| By _____ Negotiating Committee Member | |

DATED THIS 18th day of Sept., 2018

**Part II - Section 1 PAYROLL**

1.1 The District, upon authorization, agrees to deduct from the salaries of those certificated employees who qualify, one or more of the following:

1. Premiums for negotiated insurance programs
2. Tax-sheltered annuities (changes are made through CPI)
3. Payroll deductions to credit unions and/or banks
4. Dues and fees of the Association
5. Contributions to United Way
6. WEA-PAC contributions
7. NEA – PAC
8. Contributions to Citizens for Better Schools
9. Donations to the Battle Ground Education Foundation
10. Donations directly to a specific school, classrooms, or programs

1.2 The Association agrees to furnish the District a complete list of all authorized dues and fees for the Association on or before September 10, or ten (10) working days after the ratification of the contract, whichever comes later. The Association will have thirty (30) days to amend the list for new members.

1.3 Changes to deductions must be made by the 10th of the month or they will be processed in the next month. Voluntary deductions can be changed at any time. Insurance programs can only be changed during open enrollment or at the time of a qualifying event.

1.4 If an employee legally represented by a recognized bargaining unit becomes legally represented by another bargaining unit recognized by the District, that employee will have the right to stop all dues and fees in the previous unit.

1.5 The Association agrees to reimburse the District or employee within sixty (60) days of notification for any overpayment made to the Association.

1.6 The District agrees to notify the Association of new certificated employees as soon as possible to facilitate expedient BGEA dues deductions.

1.7 The District requires its employees to participate in direct deposit of payroll warrants at a qualified bank or credit union of the employee's choice.

1.8 The District will delineate all categories of pay on employee pay summaries, and pay all additional hours, stipends, and extended days at the end of the month if the pay information has been submitted prior to the tenth of that month. Substitute coverage and preparation time buy-backs shall be paid following the end of the student year. Time, Responsibility and Incentive pay shall be paid monthly. Workload overload shall be paid quarterly.

**Part II - Section 2 DUES DEDUCTIONS AND REPRESENTATION FEES:**

2.1 The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues and representation fees for employees in the bargaining unit. The District shall provide for such deductions through automatic payroll authorizations and shall, without exception, refrain from intervention or failure to perform such service.

2.2 On or before September 10, or ten (10) working days after ratification, whichever comes later, the Association shall give written notice to the Board of:

A. The dollar amount of dues of the Association, including the National Education Association and the Washington Education Association, that is to be deducted in the coming school year within all payroll deductions.

B. The name of designated charitable organizations.

2.3 These deductions shall be made in accordance with the provisions of Part II, Section 2.6 A on payroll deductions.

2.4 The deductions authorized above shall be made in twelve (12) payments from each paycheck beginning with the pay period in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Less than full-time employees shall have deducted each month that amount based upon a prorated schedule provided by the Association. The Board agrees promptly to remit directly to the Washington Education Association or its designee all monies so deducted accompanied by a list of employees from whom the deductions have been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the Board shall notify the Association of any changes on said list due to employees entering or leaving the employ of the District.

2.5 The Association agrees to defend, indemnify, and hold the District (suits by the District excepted) harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this section, contingent upon the district's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's choosing.

2.6 Membership in the Association is not compulsory. Employees have the right to join, not to join, maintain or drop their memberships in the Association as they see fit. Neither party shall exert pressure on or discriminate against any employee as regards to such matters.

A. **Membership Deductions**

For each new employee a WEA membership form shall be signed and delivered to the District. Such membership authorization shall continue in effect from year to year unless a request of revocation is submitted to the Board and the Association, signed by the employee, and received between August 1 and August 31 preceding the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the Board with the names of those teachers who have joined the Association and paid dues by means other than through payroll deduction.

B. **Representation Fee Deductions**

In the event that any employee fails to sign and deliver an Assignment of Wages Form as described herein, the Board agrees to deduct from the salary of such teacher a representation fee in an amount equal to membership dues and assessments; provided, however, that the membership dues of teachers who have joined the Association and paid by means other than payroll deduction (as verified by the monthly representation fee deductions) shall be handled and transmitted by the Board in the same fashion as membership and deductions as provided for in this section.

C. **Charitable Organization Deductions**

1) Any employee claiming a bona fide religious objection shall notify the Association and the Board of such objection in writing within ten (10) days of commencement of employment.

2) Pending determination of any bona fide religious objection, the Board agrees to deduct from the salary of the teacher claiming such objection an amount equivalent to the Association dues and assessments; provided, however, that said monies shall not be transmitted until such time as the Board is notified that a final determination pursuant to the Act has been made. In the event that it is finally determined that the teacher does not have a bona fide religious objection, the Board agrees promptly to remit to the Association all monies being held.

3) In the event that a teacher has been determined to have a bona fide religious objection to the payment of a representation fee or agency shop fee, said teacher shall pay an amount of money equivalent to regular dues and fees to a designated charitable organization as heretofore established by mutual agreement between the employee and the Association. Within ten (10) days of the commencement of employment or determination of bona fide religious objection, whichever occurs later, the employee must submit a letter to the Washington Education Association.

## Part II - Section 3 ASSOCIATION RIGHTS

3.1 The Association shall have the right to post notices of activities and matters of Association concern on the bulletin boards provided in faculty lounges, by email or in staff mailboxes, in compliance with Public Disclosure Regulations.

3.2 The Association shall have the right to make announcements at the conclusion of faculty meetings.

3.3 The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business after normal working hours and at such times that will not interfere with the normal operation of the business of the District and which will entail no additional costs for building maintenance or custodial care. The Association agrees to make arrangements with the Facility Use Department. The Association shall not be charged building utilization fees so long as it follows District procedures.

3.4 The Association shall have access to the complete School Board packet through the online system available through the district website. Only excluded will be those materials which must be handled in executive session, or information that by law may only be shared with Board members.

3.5 The District will include the Association in discussions regarding openings, closings and realignments of buildings and staffs.

## Part II - Section 4 RELEASE TIME FOR ASSOCIATION

4.1 The District shall provide release time for Association Officers, providing that no one (1) individual shall be released for less than one-half (1/2) day (unless mutually agreed upon) and subject to the following conditions:

A. The Association shall reimburse the District for the release time of the Association officer's contract salary and fringe benefits.

B. The release time must involve actual replacement of the Association officer.

C. Upon completion of the tenure of the Association officer, he/she shall be returned to the position last held. This section supersedes Part III - Section 3.8, "Vacancies and Transfers," when applicable.

4.2 The division of daily time required for release from assigned duties will be mutually determined annually and according to the specific needs and circumstances of the professional assignment in the District and the needs of the Association. Every reasonable effort will be made by the District and the Association to work out specific arrangements

early enough for a pending school year to minimally inconvenience the Association officer and his/her immediate supervisor in the development of plans for covering his/her duties.

4.3 It is agreed that a meeting will be held between the human resources officer and the Association to discuss this issue.

**Part II – Section 5 EMPLOYEE ORIENTATION MEETINGS**

The Association will be provided an opportunity during the orientation program for newly-employed certificated employees [up to forty-five (45) minutes] to explain the programs and operation of the Association. The Association will also be provided an opportunity to meet with all the members of the bargaining unit [up to thirty (30) minutes] at a General meeting of the staff or at building meetings prior to the opening of school if such meetings are held.

**Part II - Section 6 LEVY INPUT**

The Association's input will be solicited by the Board of Directors prior to establishing levy and budget funding priorities. The Board decision on such matters will be final.

**Part III - Section 1 EMPLOYEE RIGHTS**

1.1 Pursuant to Chapter 41.59 RCW, hereinafter referred to as the ACT, the Board hereby agrees that every certificated employee as herein defined shall have the right freely to organize, join, and support the Association. The Board agrees that it will not discourage, deprive, or coerce any employee in the enjoyment of the rights conferred by the ACT. The Board agrees that it will not discriminate against any employee by reason of membership in the Association, participation in any grievance, complaint, or proceedings under this Agreement.

1.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights or responsibilities he/she may have under Title 28A RCW or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

1.3 Certificated employees shall be entitled to full rights of citizenship and no religious or political activities of any employees or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee. The private life of an educator is not within the appropriate concern or attention of the District for purposes of judging his/her professional performance and competency and continued employment status, except as it may directly prevent the educator from properly performing his/her assigned functions during the workday as documented by the evaluation procedure and/or those disciplinary procedures delineated under Part III, Section 2.

1.4 Membership in the Association shall not be denied to any employee because of race, color, national origin/language, creed/religion, sex, sexual orientation, including gender identity or expression, disability, or the use of a service animal by a person with a disability, age, marital status, honorably discharged veteran or military status, and/or HIV/Hepatitis C status.

**Part III - Section 2 JUST CAUSE**

2.1 No certificated employee shall be disciplined (including verbal warnings, written warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, nonrenewals, or other actions that would adversely affect the employee) without just and sufficient cause. (Appendix 2 The Seven Tests of Just Cause & Due Process.) All information forming the basis for any discipline shall be made available in writing to the employee and to the Association. Any discipline, excluding content of written evaluations, probation, or discharge, shall be subject to the grievance procedure herein set forth, including arbitration.

2.2 All critical incidents that are not observed and are not related to the evaluation criteria shall be dealt with as disciplinary issues. The employee must have received written documentation of the critical incident, report, or consultation within seven (7) working days of knowledge of said incident, report, or consultation.

2.3 Certificated employees shall be entitled to have a representative of the Association present during any disciplinary action. No action shall be taken with respect to the employee until such Association representative, selected by the employee, is present. In the event a disciplinary action is to be taken, the employee shall be advised in writing of the right to representation under this provision of the Agreement prior to the action being taken. Should the employee refuse representation, the refusal must be documented in writing by the member (Appendix 1).

2.4 In the case of any disciplinary action taken against an employee, the District agrees to follow a policy of progressive discipline, which includes verbal warning, written warning, reprimand, suspension with pay, with nonrenewal or discharge as a final action when warranted. Discipline shall start at an appropriate level in the progressive discipline continuum depending on the seriousness of the case. The District may bypass the steps of progressive discipline if the severity or nature of the employee's behavior warrants more serious or immediate action.

2.5 When an informal complaint against an employee is brought to the attention of a supervisor, the supervisor will encourage the complainant to discuss the matter with the employee first, unless the allegation is of serious misconduct or either the complainant or the employee requests that the supervisor assist with resolving the concern.

2.6 Any formal written complaint made against an employee by any parent, student or other person shall be called to the attention of the employee within seven (7) working days. A

complaint which could reasonably affect the employee's evaluation or which might result in disciplinary action against the employee must be submitted in writing to the employee's supervisor. The employee shall be given a copy of the written complaint affording the employee the right and opportunity to answer such complaint.

2.7 At the option of the supervisor, or the employee, or the complainant, a meeting of all concerned parties shall be mutually scheduled as soon as possible to review the complaint and attempt to resolve the concerns. Any investigation of an official complaint must be made only after the employee has been so notified.

2.8 The unit member may make a written response to be attached to the written complaint. If the employee elects to challenge the truth of the complaint and it is subsequently determined that the complaint is not true, the complaint cannot be used in the written evaluation or as a basis for any disciplinary action.

2.9 Every effort will be made to resolve complaints as quickly and confidentially as possible.

## Part III Section 3 CONFIDENTIALITY

Written reprimands and reports shall be created by an administrator. These documents must be delivered by hand or by certified mail. All information regarding evaluation or probation status shall remain confidential within the parameters of the administrative process. No such information shall be made public without the employee's consent, unless required by law.

## Part III - Section 4 ACADEMIC FREEDOM

4.1 The Board hereby respects the professional rights of the employees covered by this Agreement, including protection from unjustifiable personal attack or violation of the rights of inquiry and academic freedom to teach.

4.2 Employees shall be guaranteed freedom in classroom presentations and discussions and may introduce controversial material, provided that said material is relevant to the course/curricular content.

4.3 In performing their teaching functions, employees shall be guaranteed freedom in expressing their personal opinions on all matters relevant to the course content adopted for use in the District; provided, that when they do so they indicate they are speaking personally and not on behalf of the school, its administration, or the Board. The employee must always be concerned that there is no infringement upon the freedom of those individuals the employee serves, and the teacher shall include/allow alternative views regarding controversial issues.

4.4 All commercial films being considered for classroom viewing must first be reviewed and approved for such purposes by the building principal who will determine whether signed parental permission would be necessary prior to the showing of the respective video. Under

no circumstances will 'R' rated movies be approved for classroom viewing. At the K-8 levels, 'PG-13' rated films will not be approved.

## Part III - Section 5 DISTRICT PERSONNEL FILES

5.1 Employees shall, upon request, have the right to inspect all contents of their complete personnel files kept within the District as well as employment references originating in the District that are sent from the District, in accordance with Washington law.

5.2 Upon request, a copy of any documents contained therein shall be provided to the employee at District expense. The District shall maintain only one personnel file. However, the principal or supervisor may also keep records for evaluation purposes in his/her staff files. All such records shall be for the exclusive use of the principal/supervisor and shall be destroyed at the end of the current school year. The employee signature indicates that the employee has seen the item(s) to be attached but may not necessarily agree with the contents. Furthermore, the employee has the right to attach his/her comments to any such item(s).

5.3 The employee personnel file shall be reviewed in a private place provided in the District Human Resources office. The employee or Human Resources officer may request others be present at this review.

5.4 No derogatory reference to any employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's signature indicating receipt of the material prior to its placement in the file, and exclusive right to attach his/her own written comments. Disagreement by an employee with the appropriateness of the content of the materials filed in the employee's file may be a matter to be pursued through the negotiated grievance procedure. However, an employee may not grieve those materials which have been previously reviewed and signed or which the employee had a fair opportunity to question or grieve at the time of their inclusion in the file, or any evaluation materials.

5.5 An employee may ask for a hearing with the human resources director for review and removal of a document.

5.6 Upon the request of the employee, the Association and the District agree that any piece of information over three (3) years old shall be removed from the employee's file, with the exception of those prohibited from removal by state law, and given to the employee; provided, that the following minimum items of information shall remain permanent: professional education certificate, transcripts of all academic records, all annual evaluation reports and attachments, copies of annual contracts, and original application records. The personnel file may not include correspondence making reference to previously removed file content of a potentially negative nature.

## Part III - Section 6 EVALUATION OF THE PROFESSIONAL PERFORMANCE OF CERTIFICATED STAFF

**Reason and Purpose:** The District and the Association acknowledge that state statute and sound principles of school administration require systematic objective evaluation of each certificated staff member's professional performance. The evaluation procedure set forth herein shall provide for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. Classroom teachers holding non-administrative positions shall be evaluated during each school year in accordance with the procedures and criteria set forth herein and as outlined under RCW 28A.405.100 and Chapter 392-191A WAC.

### 6.1 Provisions Applicable to All Certificated Employees

#### A. Introduction

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

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

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

3) Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the administrator and the employee, as described in WAC 392-191-025.

4) The purposes of evaluation of certificated classroom teachers, as identified in WAC 392-191A-050, will be, at a minimum:

   - To acknowledge the critical importance of teacher and leadership quality in impacting student growth and support professional learning as the underpinning of the new evaluation system;
   - To identify, in consultation with classroom teachers, principals, and assistant principals, particular areas in which the professional performance is distinguished,

proficient, basic or unsatisfactory, and particular areas in which the classroom teacher needs to improve his/her performance; and

- To assist classroom teachers who have identified areas needing improvement in making those improvements.

B. **Required Evaluations**

1) All employees, including new employees, shall be evaluated annually; such evaluations to be completed no later than May 20 of the year in which the evaluation takes place.

2) If an employee resigns or takes a leave of absence during the school year, a final evaluation shall be completed prior to the resignation/leave date whenever possible.

3) If the administrator contemplates recommending that the employee be placed on probation, a conference and a formal observation will occur prior to that decision.

C. **Standard Evaluation Procedures**

All aspects of evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the employee.

D. **Observation Procedures**

1) General: All observations shall be conducted openly and are to be conducted so as not to interfere unreasonably with the normal teaching-learning process. Scheduling of formal observations will be mutually agreed upon by the employee and evaluator. If evidence observed in an observation is below proficient or satisfactory for the observed criterion, the employee may request an additional observation.

2) Frequency and Length:

a. All employees newly employed by the District shall be observed for the purpose of evaluation at least once for a total observation time of thirty (30) continuous minutes during the first ninety (90) calendar days of their employment.

b. During each school year, each employee (including new employees) shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall be not less than sixty (60) minutes.

c. Employees in the third year of provisional status must be observed at least three (3) times in the performance of his/her assigned duties. The total observation time for the school year must not be less than ninety (90) minutes.

d. In addition to the required observations, administrators may make additional observations at any time during the school year.

3) Formal Observations:

a. A formal observation is a documented observation that has been pre-scheduled and mutually agreed upon prior to the observation.

b. Every employee will have a minimum of one (1) formal observation.

c. Pre-Observation Conference: The pre-observation conference shall be held prior to the formal observation. The employee and administrator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the employee's goals and such matters as the plan for the lesson or professional activities to be observed, including content, objectives, strategies, and possible observable evidence to meet the scoring criteria.

d. The administrator will document all formal observations using the format in the online Evaluation system. A printed copy of the observation report shall be given to the employee unless the educator specifically requests only the electronic version. The observation report shall be delivered within three (3) days after its preparation or eight (8) working days after the observation, whichever is less, otherwise the observation cannot be used in the evaluation.

e. Post-Observation Conference:

1. The post-observation conference will be held at a mutually agreed time no later than eight (8) working days after the formal observation unless there is agreement by the employee and administrator to extend the timeline.

2. The purpose of the post observation conference is to discuss the observation and to align the observation notes to scoring criteria. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If it is mutually agreed upon by teacher and evaluator that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.

3. If there is an area of concern, the administrator will identify criteria/components of concern. Collaboratively, they will discuss possible options to remedy the concern(s) and document in the observation report.

4) Informal Observations:

a. An informal observation is a documented observation that is not required to be pre-scheduled.

b. An administrator may conduct any number of informal observations.

c. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.

d. All informal observations to be used for evaluation purposes shall be documented in writing using an observation report form. Observation notes will be shared in the online evaluation system.

e. A printed copy of the observation report shall be given to the employee unless the educator specifically requests only the electronic version. The observation report shall be delivered within three (3) days after its preparation or eight (8) working days after the observation, whichever is less, otherwise the observation cannot be used in the evaluation.

f. Any time after an informal observation an employee may request a post conference to discuss the informal observation. The purpose of the informal post observation conference is to discuss the observation. It may also include a review of the evaluator's and/or teacher's evidence related to the evaluative criteria specific to the observation, and/or additional evidence to aid in the assessment of the teacher's performance related to those evaluative criteria not observed in the lesson or classroom. If it is mutually agreed upon by teacher and evaluator that sufficient evidence exists for a proficient or higher rating for specified criterion, no further evidence is necessary.

## 6.2 **Provisional Employees**

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

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

C. If a Provisional Employee's job performance is unsatisfactory in any criterion, or basic in four (4) or more criteria, a Provisional Support Plan (Appendix 4) will be developed to

support the employee in improving his/her performance. A provisional support plan may include such supports as: professional development, peer support, mentoring/coaching, peer observations, and other strategies designed to improve professional standards. When the provisional employee is notified, the Association is also notified.

D. Before non-renewing a provisional teacher for reasons related solely to performance deficiencies, the evaluator shall have made a good faith effort beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:

- A completed comprehensive evaluation;
- A reviewable written provisional support plan designed to support the teacher in making satisfactory progress in improving his/her performance.

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

## 6.3 **Non-Renewal**

A. Per RCW 28A.405.100(4)(c), when a continuing contract employee with five (5) or more years of experience receives an Annual Summary performance rating below Level 2 for two consecutive years, the school district shall, within ten (10) working days of the completion of the second summative comprehensive evaluation or May 15, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

B. The employee who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this section shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute and retains all rights and timelines as provided by this Agreement.

## 6.4 **Evaluation Results**

A. Evaluation results shall be used:
- To acknowledge, recognize, and encourage excellence in professional performance
- To document the level of performance by a teacher of his/her assigned duties
- To identify specific areas in which the employee may need improvement according to the criteria included on the evaluation instrument
- To document performance by a teacher deemed unsatisfactory based on established evaluation criteria
- As one of the multiple factors in Human Resources and personnel decisions, only as defined in RCW 28A.405.100(8)(a).

B. Evaluation results shall not be:

- Shared or published with any identifying information, except as required by law
- Shared or published without notification to the individual and Association, unless otherwise requested by the individual
- Used to solely determine assignment, placement, or job status of a teacher except as defined elsewhere in this agreement
- Used to determine any type of base or additional compensation

C. The evaluation ratings of employees shall not be based on comparison to the evaluation ratings of other employees in the District except in cases of Reduction in Force and Staff Assignments.

## 6.5 **Evaluation Procedures Classroom Teachers**

A. Applicability

This evaluation system only applies to classroom teachers who plan instruction, provide academically focused instruction, and grades for students; and whose duties are consistent with the state criteria for teachers and the District's framework and rubrics. All other staff shall continue to be evaluated in accordance with the relevant provisions in the collective bargaining agreement. By way of example, the following certificated staff members are not considered a "classroom teacher" for purposes herein: teacher librarians, instructional coaches, curriculum specialists, intervention specialists, deans, TOSAs, online consultants, directed studies facilitators, Homelink consultants and Certificated Support Personnel (CSP), including school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, and school social workers. The evaluator, with input from the employee, shall determine the appropriate evaluation process for employees with combined assignments. Such employees may seek representation from the Association in this determination.

B. Definitions

1) "Evidence" means observed practice, products or results of a certificated classroom teacher that demonstrate knowledge and skills of the educator with respect to the four-level rating system. Evidence should not be created specifically for the evaluation system or at the direction of the evaluator. Evidence should primarily be gathered from the essential work that effective teachers are already doing. Student and parent input will not be used as evidence without the mutual consent of the teacher and evaluator, but could initiate further observations or evidence gathering.

2) In addition to the eight state evaluation criteria, "student growth data" will be utilized in the evaluation of each classroom teacher. "Student growth data" means relevant and available multiple measures of student achievement. "Student growth" means the change in student achievement between two points in time. The measures used to define student

achievement will be mutually agreed to between the educator and administrator. “Student growth rubrics” are identified in Criteria 3, 6 and 8.

C. Instructional Framework and Evaluation Rubric

The parties have adopted the evidence-based instructional framework: Danielson. The classroom teacher evaluation rubric and student growth rubric utilizing the Danielson instructional framework are included herein.

D. General Evaluation Agreements

1) The evaluator shall be the principal of a school to which the classroom teacher is assigned or an administrative designee holding an administrator’s credential. The evaluator shall be designated prior to beginning the process. The evaluator shall assist the teacher by providing support and resources.

2) As per RCW 28A.405.130 no administrator, principal, or other supervisory personnel may evaluate a teacher without having received training in evaluation procedures. In addition, before evaluating classroom teachers using the evaluation systems required under RCW 28A.405.100, principals and administrators must engage in professional development designed to implement the revised systems and maximize rater agreement.

3) The District will ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

4) Observations noted by the administrator will occur during the course of the employee’s normally assigned duties and responsibilities.

5) An employee shall have the right to have a representative of his/her choice present during an evaluation conference.

6) Annual Summary performance scores shall be determined in accordance with the scoring and rating described in Section 6.5 L.

7) The degree of student achievement as measured by standardized tests will not be used in any way to evaluate employees.

E. Procedures for Evaluation

1) Notification: Within fifteen (15) school days of the beginning of the school year, or within fifteen (15) school days of a teacher’s first workday in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluative criteria and procedures the administrator

shall follow in evaluating employees. All forms required in this evaluation process will be included in the TPEP Handbook and contract. The TPEP Handbook will be available on-line.

2) Self-Assessment (Step #1): Prior to the Pre-Observation Conference, the employee will complete an initial Self-Assessment. The employee will establish a personal growth plan based upon the self-assessment results. The employee and his/her administrator will collaboratively agree on the goals and plan. The employee shall complete a final self-assessment of his/her performance in relation to the evaluative criteria.

3) Goal Setting and Planning Conference (Step #2): The employee and evaluator shall meet prior to October 30 in a goal-setting conference. The purpose is to:

- provide an opportunity for self-assessment;
- identify personal professional goal areas for the evaluation including evidence to be gathered or considered;
- identify student growth goals and measures.

4) Optional Mid-Year Review: The administrator and employee may review the components of each criteria, with the corresponding evidence that have been generated to that point in the school year. Components or criteria yet to be observed, or without evidence will be noted for focus in the second half of the school year. A discussion regarding any components of criteria below proficient at that time will include a review of the evidence, review of the rubrics, and a discussion of what is needed to meet a proficient rating.

5) Evidence: The employee and administrator will collect and share evidence necessary to complete the evaluation. The employee may provide additional evidence to aid in the assessment of the employee's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. Any evidence submitted shall be used to determine the final evaluation score. All evidence, measures, and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.

F. Annual Summary Conference (Final Evaluation)

1) After completion of the required observations and any required remediation and/or probation procedure, the evaluator shall complete an annual summary (Appendix 3, example). It will include a rating for each criterion, a student growth rating, and an overall summative performance rating.

2) The administrator and employee shall meet to discuss the employee's summative score. The summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will assess the employee's performance over the course of the year or the period covered by the annual summary.

3) The employee and administrator are expected to collaborate in the review of evidence as needed for each criterion to be scored.

4) The employee will sign two (2) copies of the Annual Summary. The signature of the employee does not, however, necessarily imply that the employee agrees with its contents.

5) Employees shall have the right to attach additional comments or a rebuttal to the Annual Summary.

G. Comprehensive Evaluation

1) The Annual Summary assesses all eight evaluative criteria. Student growth and all criteria contribute to the Annual Summary performance rating.

2) The following categories of the classroom teachers shall receive a comprehensive evaluation:

- Classroom teachers who are provisional employees under RCW 28A.405.220
- Classroom teachers who received an Annual Summary performance rating of unsatisfactory or basic in the previous school year
- Classroom teachers who are on probation.

3) All other classroom teachers shall receive a comprehensive evaluation at least once every four years.

H. Focused Evaluation

1) A focused evaluation must be completed when a comprehensive evaluation is not required by law, the evaluator or the classroom teacher. Classroom teachers who received a comprehensive overall summative evaluation performance rating of Level 3-Proficient or above in the previous school year may complete a Focused Evaluation with approval from their principal by September 30. A teacher may be transferred from a Focused Evaluation to a Comprehensive Evaluation prior to November 15 at their request or at the discretion of the evaluator.

2) Criteria Selection: An employee and evaluator shall collaborate in the selection of one of the eight criteria plus professional growth activities specifically linked to the selected criteria. The selected criteria must be approved by the employee's evaluator and may have been identified in a previous Annual Summary as benefiting from additional attention or as identified in the self-assessment. A group of employees may focus on the same evaluation criteria and share professional growth activities.

3) The Focused Evaluation shall include the student growth rubrics of the selected criterion. If Criterion 3, 6 or 8 are selected, evaluators shall use those student growth rubrics. If Criterion 1, 2, 4, 5, or 7 is selected, Criterion 3 or 6 student growth rubrics will be used to meet the student growth annual requirement.

4) An employee may receive an overall summative performance rating based upon the evidence for the selected criterion and the student growth rubrics used in the evaluation, if the employee has obtained a rating of 4, Distinguished. Otherwise the employee's summative performance rating shall remain the rating of the employee's most recent comprehensive evaluation.

I. Support for Employees with Basic and Unsatisfactory Ratings

1) If an employee with more than five (5) years of experience receives an Annual Summary performance score below Proficient, the employee must be formally observed before October 15 the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a TPEP Plan of Assistance (Appendix 5) will be completed prior to completion of the comprehensive annual summary. A collaboratively agreed upon Plan of Assistance will include two (2) or more supports such as: professional development, peer support, mentoring/coaching, peer observations, and other strategies designed to improve professional standards.

2) No employee shall be placed on probation unless a Plan of Assistance has been given to the employee in the current school year and at least forty (40) working days were provided after the employee's receipt of the Plan of Assistance to remediate the unsatisfactory criteria.

3) An employee on a continuing contract who has been assigned to teach outside of his/her endorsements shall not be subject to nonrenewal or probation based on evaluations of his/her teaching effectiveness in the out-of-endorsement assignment.

J. Probation

1) If, at any time after October 15, an administrator determines that the performance of an employee under his/her supervision is not judged satisfactory based on the established evaluation criteria, the administrator shall report the same in writing to Human Resources and the Association. The report shall include the following:

- Specific areas of performance deficiencies identified from the instructional framework;
- A recommended specific and reasonable program designed to assist the employee in improving his/her performance; <u>and</u>
- Copies of the materials to be submitted to the Human Resources Director shall be provided to the employee at the same time.

2) The annual evaluation is not judged satisfactory if it is scored:

- Unsatisfactory (Level 1); or
- Basic (Level 2) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five years of teaching experience and if the Level 2 Annual Summary performance rating has been received for two consecutive years or for two years within a consecutive three-year time period.

3) The employee shall have the right, upon request, to a confidential conference with the Human Resources Director prior to any decision by the Administration to place the employee on probation.

4) The Superintendent, in collaboration with building administration, shall place the employee in probationary status for a period of not less than sixty (60) working days.

5) Procedure during Probationary Period:

a) Limit on Transfer or Reassignment during Probationary Period: During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or district.

b) Plan Review: During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The evaluator may recommend to the Human Resources Director, prior to the completion of probation, that probation should be terminated due to the remediation of the deficiencies as stated in the probationary notice.

c) Procedures to be included for Observable Deficiencies

1. Pre-Observation Conference: A pre-observation conference shall be conducted between the probationary employee and the evaluator within three (3) working days of each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator.

2. Additional Observation Requirements: Each formal observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal teaching and learning process of the class, and shall be conducted with the full knowledge of the probationary employee.

3. Post-Observation Conference: Following each formal observation, a post-observation conference between the evaluator and the employee shall be held within three (3) working days at which time a copy of the evaluator-completed form and working notes shall be provided to the employee. At this time the parties shall discuss the contents of the form and the progress being made with respect to the deficiencies specified in the notice of probationary status, along with written recommendation for improvement and future remediation efforts.

4. Informal Observation: The evaluator may conduct any reasonable number of informal observations under the same procedures as in the regular evaluation process (including documentation).

d) Collegial Assistance: A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiencies. Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the evaluator.

6) Evaluator's Post-Probation Report to the Superintendent:

The evaluator shall submit a written report which shall specify the number of observations and include all evaluation forms utilized in the evaluation process. This report shall be submitted to the Superintendent, the office of Human Resources, the Association and Employee at the end of the probationary period. The report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

- That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status accompanied by a letter identifying areas where further improvement is required; or
- 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.

7) Action by the Superintendent: Following a review of the Evaluator's Post-Probation Report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action as outlined below:

a) An employee who has been transitioned to this evaluation system must be removed from probation if he/she has demonstrated improvement that results in a new Annual Summary performance rating of Level 2 or above for a continuing contract employee

with five or fewer years of experience, or of Level 3 or above for a continuing contract employee with more than five (5) years of experience.

b) Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15 of the same school year.

c) The probationary period may be extended into the following school year if the employee has five or more years of teaching experience and has an Annual Summary performance rating as of May 15 of Level 1.

d) Alternative Assignment: Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

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

K. Evaluation Documents

Only the final Annual Summary document, along with any comments submitted by the employee, shall be kept in the personnel files.

L. Comprehensive Evaluation Performance Scoring and Ratings

1) Criterion Scoring: A classroom teacher shall receive a performance rating for each of the eight (8) evaluative criteria. Criteria shall include:
   1. Centering instruction on high expectations for student achievement;
   2. Demonstrating effective teaching practices;
   3. Recognizing individual student learning needs and developing strategies to address those needs;
   4. Providing clear and intentional focus on subject matter content and curriculum;
   5. Fostering and managing a safe, positive learning environment;
   6. Using multiple student data elements to modify instruction and improve student learning;
   7. Communicating and collaborating with parents and the school community; and
   8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

2) Criterion-level ratings shall be based upon the preponderance of evidence. This evidence will consider the growth of the classroom teacher over time and the relevancy of the criterion to the classroom teacher's work assignment.

3) Overall Summative Rating: The overall summative performance rating is determined by totaling the eight (8) criterion-level ratings as follows:
   - 29-32 Distinguished
   - 22-28 Proficient
   - 15-21 Basic
   - 8-14 Unsatisfactory

Note: The overall summative performance rating of Distinguished will be altered if the evaluation contains a low student growth score.

M. Student Growth Rating

1) Embedded in the instructional framework are five (5) components designed as student growth components. These components are embedded in criteria as 3.1, 3.2, 6.1, 6.2 and 8.1. Student growth will be taken from multiple sources, 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.

2) Upon completion of the overall summative scoring process, the evaluator will total the ratings for each of the five student growth components to determine a student growth rating as follows:
   - 18-20 High
   - 13-17 Average
   - 5-12 Low

3) The student growth rating will be factored into the final summative performance rating as follows:
   - A student growth score of "1" in any of the rubrics will result in an overall Low student growth rating.
   - A teacher who receives a Distinguished rating and a Low growth rating will receive an overall evaluation rating of Proficient.

4) Low Student Growth Rating: Within two months of receiving the low student growth score or at the beginning of the following school year, the teacher and the evaluator shall engage in a student growth inquiry process and initiate one or more of the following:

- Examine student growth data in conjunction with other evidence including observation, and other students and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
- Examine extenuating circumstances which may include one or more of the following: Goal setting process, content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
- Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- Create and implement a professional development plan to address student growth areas.

## 6.6 **Evaluation criteria – Certificated Support Personnel (CSP)**

All Certificated Support Personnel (CSP) shall receive a long form evaluation (Appendix 6) at least once every four (4) years after completing provisional status. CSP employees not on the long form shall be evaluated on the short form (Appendix 7).

A. Long Form Evaluation

The following employees shall be evaluated using the long form;

- Provisional employees
- Employees who received an overall unsatisfactory rating in the previous school year
- Employees who are on probation

The following criteria will be used in the evaluation of CSP:

B. Knowledge and Scholarship in Special Field: The CSP demonstrates a depth and breadth of knowledge of theory and content in the special field; the CSP demonstrates an understanding of and knowledge about common school education and the educational milieu of grades K-12, and demonstrates the ability to integrate an area into the total school milieu.

The evaluation procedure assesses the CSP's competency to:

1) Possess and maintain up-to-date understanding and competence in the CSP specialty area.

2) Demonstrate understanding of the basic principles of human growth and development.

3) Demonstrate awareness of personal limitations and have ability and knowledge to make appropriate referrals.

4) Relate and apply knowledge, research findings and theory deriving from the CSP's discipline to the development of an appropriate program of service.

5) Demonstrate ability to integrate specialty area into school milieu.

C. Specialized Skills: The CSP demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation, and/or evaluation.

The evaluation procedure assesses the CSP's competency to:

1) Design and conduct a program providing specific and unique services within the CSP's discipline. Demonstrate ability to design and implement a program of direct student services, therapy, and/or instruction within the CSP's specialty area.

2) Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student:

a) To help students integrate and assimilate data.

b) To help others involved with the student interpret and use data appropriately and accurately.

c) To help other specialists by providing case study materials.

3) Demonstrate ability and skill to develop, select, supervise, administer, and interpret assessment procedures and instruments appropriate to the CSP specialty area.

4) Administer assessment procedures to or organize and prepare those who will administer assessment procedures. Demonstrate ability and skill to provide consultative services to parents, school personnel, and others (within the CSP specialty area) regarding assessment information, student needs, program recommendations, regulatory/procedural requirements, referrals, and/or resources.

5) Demonstrate ability to assist teachers and administrators in integrating specialized information into the regular and/or special curricular program.

6) Develop goals and objectives which will facilitate the implementation of programs and services.

D. Management of Special and Technical Environment: The CSP demonstrates competency in managing and organizing the special materials, equipment, and environment essential to the specialized program. Select, recommend, utilize, and/or manage assessment and non-assessment devices, materials, records, and equipment appropriate to student needs and procedural requirements.

The evaluation procedure assesses the CSP's competency to:

1) Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs.

2) Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.

3) Use comparative and interpretive data.

4) Create an environment/program which is compliant with regulatory procedures/requirements and which provides privacy and protects student and family information as mandated by code of ethics, federal and state regulations, and local school district policies and procedures.

5) Properly prepare materials, equipment, the classroom, and/or work station.

6) Properly prepare and maintain records, data, and/or reports as required by federal and state regulations, and/or District policies and procedures.

E. Professionalism: The CSP demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence; the CSP demonstrates knowledge of and commitment to the ethical codes supported by his/her special competence area.

The evaluation procedure assesses the CSP's competency to:

1) Demonstrate awareness of the law as it relates to area of specialization.

2) Demonstrate awareness of responsibilities to students, parents, and other educational personnel as defined by the professional code of ethics supported by CSP's competence area.

3) Demonstrate professional growth by participation in workshops, seminars, peer coaching, or graduate study.

4) Respond to constructive criticism and recommendation by attempting to implement suggestions for improvements.

F. Involvement in Assisting Students, Parents, and Educational Staff: The CSP demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.

The evaluation procedure assesses the CSP's competency to:

1) Demonstrate knowledge and skill necessary to consult with school personnel, parents, other CSP staff, and other professionals concerning the development, coordination, and/or extension of services or educational interventions to meet student needs.

2) Plan and develop a CSP program to serve the prevention and developmental needs of the school population and the special needs for some students.

3) Interpret characteristics and needs of students to parents, staff, and community in group and individual settings via oral and written communications.

4) Demonstrate effective communication with school personnel and parents and demonstrate support for the team problem-solving process.

G. Support for Employees with Unsatisfactory Ratings

1) If an employee with more than five (5) years of experience receives an Annual Evaluation score of unsatisfactory, the employee must be formally observed before October 15 the following year. If the first Formal Observation in that following year results in ongoing and specific performance concerns, a CSP Plan of Assistance (Appendix 8) will be completed prior to completion of the annual evaluation. A collaboratively agreed upon CSP Plan of Assistance will include 2 or more supports such as: professional development, peer support, mentoring/coaching, peer observations, and other strategies designed to improve professional standards.

2) No employee shall be placed on probation unless a CSP Plan of Assistance has been given to the employee in the current school year and at least forty (40) working days were provided after the employee's receipt of the Plan of Assistance to remediate the unsatisfactory criteria.

3) An employee on a continuing contract who has been assigned to work outside of his/her endorsements shall not be subject to nonrenewal or probation based on evaluations of his/her effectiveness in the out-of-endorsement assignment.

H. Probation

1) If, at any time after October 15, an administrator determines that the performance of an employee under his/her supervision is not judged satisfactory based on the

established evaluation criteria, the administrator shall report the same in writing to Human Resources and the Association. The report shall include the following:

- Specific areas of performance deficiencies identified in the CSP evaluation criteria;
- A recommended specific and reasonable program designed to assist the employee in improving his/her performance.
- Copies of the materials to be submitted to the Human Resources Director shall be provided to the employee at the same time.

2) The annual evaluation is unsatisfactory.

3) The employee shall have the right, upon request, to a confidential conference with the Human Resources Director prior to any decision by the Administration to place the employee on probation.

4) The Superintendent, in collaboration with building administration shall place the employee in probationary status for a period of not less than sixty (60) working days.

5) Procedure during Probationary Period:

a) Limit on Transfer or Reassignment during Probationary Period: During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or district.

b) Plan Review: During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The evaluator may recommend to the Human Resources Director, prior to the completion of probation, that probation should be terminated due to the remediation of the deficiencies as stated in the probationary notice.

c) Procedures to be included for Observable Deficiencies

1. Pre-Observation Conference: A pre-observation conference shall be conducted between the probationary employee and the evaluator within three (3) working days of each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator.

2. Additional Observation Requirements: Each formal observation conducted by the evaluator shall not be less than twenty (20) continuous minutes in length, shall be structured so as not to interfere unreasonably with the normal

teaching and learning process of the class, and shall be conducted with the full knowledge of the probationary employee.

3. Post-Observation Conference: Following each formal observation, a post-observation conference between the evaluator and the employee shall be held within three (3) working days at which time a copy of the evaluator-completed form and working notes shall be provided to the employee. At this time the parties shall discuss the contents of the form and the progress being made with respect to each of the deficiencies specified in the notice of probationary status, along with written recommendation for improvement and future remediation efforts.

4. Informal Observation: The evaluator may conduct any reasonable number of informal observations under the same procedures as in the regular evaluation process (including documentation).

d) Collegial Assistance: A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiencies. Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the evaluator.

6) Evaluator's Post-Probation Report to the Superintendent:

The evaluator shall submit a written report which shall specify the number of observations and include all evaluation forms utilized in the evaluation process. This report shall be submitted to the Superintendent, the office of Human Resources, the Association and Employee at the end of the probationary period. The report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

- That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
- That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status accompanied by a letter identifying areas where further improvement is required; or
- 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.

7) Action by the Superintendent: Following a review of the Evaluator's Post-Probation Report, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action as outlined below:

a) The employee has demonstrated sufficient improvement to justify the removal of the probationary status; or

b) The employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying where further improvement is required; or

c) Alternative Assignment: Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

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

I. Evaluation Documents

Only the final CSP evaluation report, which for the short form includes observation notes, along with any comments submitted by the employee, shall be kept in the personnel files.

**Part III - Section 7 EMPLOYEE PROTECTION:**

7.1 The District shall cover the cost of an employee's personal property, excluding cash and electronic devices as defined in the Bring Your Own Device (BYOD) Staff Agreement (see Appendix 9), that is maintained on District property in locked storage and that has received written approval for classroom use by the employee's supervisor and the Business Office. This would be to the limit of $500 per incident or the employee's homeowner's/rental insurance deductible, whichever is less.

7.2 For clear acts of vandalism on school property, the District will apply up to $500 (not to exceed the employee's comprehensive insurance deductible) reimbursement for damaged motor vehicles. It is the employee's responsibility to provide a written verification of completed repairs and verification that the incident has been reported to local law enforcement in a timely manner.

7.3 The District shall provide a copy of a current Washington State Patrol Inspection Record for each vehicle showing that the vehicle has been appropriately maintained. A record of such shall be kept in the vehicle at all times.

7.4 Whenever an employee is required to appear before a District Board/committee or any court of law or proper jurisdiction at the District's request, the employee shall be given five (5) days written notice whenever possible prior to the meeting. The notice shall state the reason for the meeting. For District Board or committee hearings, a list of people giving testimony will be provided. If an employee is required to appear at a hearing or in court on behalf of the District, the employee shall be provided legal representation, within the context of that proceeding, by the District's attorney. This provision is not applicable if the employee is a party in a legal action against the District and/or if the employee has allegedly violated any form of statute, regulation, code or law related to the hearing or court case.

7.5 The District shall provide legal representation in defense against charges of false arrest, malicious prosecution, willful detention or imprisonment, assault, libel, slander or defamation of character; provided, that such employees at the time of the act of complaint were acting within the scope of their employment and Board policy or under the direction of the Board.

7.6 An employee will not be asked to violate the guidelines of their licensure and/or certification.

## Part III - Section 8 REASSIGNMENTS, VACANCIES, TRANSFERS AND ASSIGNMENTS

8.1 It shall be the policy of the District to recruit, hire, and promote the best qualified persons providing equal opportunity in programs and employment. Neither the District, nor the Association, shall discriminate illegally against any employee subject to this Agreement who is a member of a protected class as defined under current Federal and State law.

8.2 In situations in which District seniority is the same, the following criteria will be used in sequential order:

A. Seniority
B. Credits
C. Flexibility
D. Summative Evaluation Score
E. Lottery

8.3 **Reassignments**

A. Reassignments within a building or District programs (Highly Capable or Instructional Coaches) will not be considered vacancies. All qualifications being substantially equal

between employees, the senior qualified employee requesting the position in the building, based upon District seniority, shall be given the reassignment. During the year, staff within a building or program will receive notice of the opening seven (7) calendar days prior to finalizing the reassignment. Staff who wish to be considered for a change in position in the building or program will notify the principal or administrator before leaving for summer vacation.

B. In grades K-8, in order to teach in a specialty area; i.e., visual arts, music, band, choir, health and physical education, drama, library, or world languages, a teacher must be endorsed in that specialty content area.

## 8.4 Vacancies

A. A vacancy refers to any newly created position or to any position which becomes vacant when the District is not obligated to fill the position with another employee. Every effort shall be made to fill the position within twenty (20) calendar days after the vacancy occurs.

B. As soon as a vacancy occurs, the District shall electronically notify the Association and shall electronically post a notice of such. If any change occurs in a posted position, an amended notice shall be posted electronically and the Association will be notified.

C. When a vacancy occurs after December 1 but is not filled until after January 15, the employee will be given a noncontinuing contract pursuant to RCW 28A.405.900 for the duration of the school year only. Certificated employees who are hired to fill vacancies that occurred prior to December 1, or who are hired prior to January 15, shall be given a continuing contract.

D. Certificated employees hired to fill vacancies created by leaves of absence shall be granted continuing contracts if the leave is extended beyond one (1) year and that same certificated employee is rehired to fill the vacancy by the extended leave of absence.

E. When it is known in advance that a person will be taking a leave of absence of seventy-five (75) or more continuous days, the employee taking the place of the person on leave shall be issued a regular certificated contract which may be non-continuing, pursuant fo RCW 28A.405.900.

F. When vacancies occur, the following procedure shall be followed:

1) All open positions may be posted internally and externally at the same time. It is the employee's responsibility to contact the Human Resource office through the District's on-line job applications system within five (5) business days of posting to confirm his/her interest in said opening.

2) All in-district candidates meeting minimum requirements (as defined by law) will be guaranteed an interview.

3) In grades K-8, in order to teach visual arts, music, band, choir, health and physical education, drama, library, or world languages, a teacher must be endorsed in that content area.

4) Qualifications will be determined by the criteria stated in the job announcement, which may include but not be limited to, educational training and certification, educational employment experience, related employment experience and educational program needs.

a) One in-district candidate:

1. If there is only one qualified in-district candidate for an opening, the district may interview outside candidates with the in-district candidate.

2. If the in-district candidate is not chosen he or she will be given a letter of by-pass stating the reason(s). The reason(s) given in the letter must be based on the qualifications stated in the job posting.

b) More than one in-district candidates:

1. The District will interview the qualified in-district candidates for the position, unless the hiring administrator chooses to hire the most senior qualified candidate.

2. The District will hire the most qualified in-district candidate for the position.

3. All qualifications being substantially equal, the most senior candidate will be offered the position. Seniority will be defined as first, total experience in the District and second, total experience as defined by the state.

4. All in-district candidates more senior than the candidate chosen who are not chosen for the position, will receive a letter of by-pass. The reason(s) given in the letter must be based on the qualifications stated in the job posting.

## 8.5 **Transfers**

A. The District and the Association, may agree to the special placement of a bargaining unit member in unique circumstances. This language supersedes other language in this section.

1) Those employees whose positions have been eliminated for the coming year shall be placed in positions for which they are qualified, by district seniority, prior to implementation of the transfer language in this section.

2) If a person is involuntarily transferred because the position has been eliminated or there is a reduction in the program, that person shall have the first option to return to their previous assignment during the two (2) years immediately following the transfer if their previous assignment becomes available. Employees requesting to be returned to their previous assignment must send a letter requesting such return to Human Resources by May 1.

3) Employees in special assignments, including, but not limited to: ELL, Intervention Specialist, or TOSAs, shall be guaranteed a comparable position, in the event of program reduction either due to district-wide lay-off or not.

B. **Staff Reduction Transfers**

In case of building level staff reduction, the following procedures will be followed for determining who in a building will be involuntarily transferred:

1) The principal/supervisor will first ask for volunteers from the building staff to be transferred.

2) If no one volunteers to transfer, the principal/supervisor will transfer involuntarily the employee with the least in-District seniority from the affected grade level/department, without disrupting the assignment of otherwise unaffected employees.

3) Transfer language does not apply to candidates currently on a plan of assistance. Employees who received an overall rating of one (1) or two (2) on (TPEP) or unsatisfactory (CSP) are not eligible for a voluntary transfer or reassignment except by mutual agreement between the District and the Association.

4) All certificated employees shall be given written notice of their grade level, subject assignment and building/room placements for the forthcoming year at the earliest possible time.

5) Schedules of certificated employees who are assigned to more than one (1) school shall be arranged in consultation with the employee and the supervisor so that there will be a minimum of interschool travel.

6) Members of the bargaining unit shall not be transferred to positions not normally filled by members of this bargaining unit except by consent of both parties.

7) The terms and conditions of this section shall be superseded by the provisions of Part III, Section 9, "Lay-Off and Recall in the Event of a Major Crisis," in the event of a staff reduction.

8.6 **Moving Compensation**

A. Teachers who are involuntarily transferred to another building or room shall be provided two (2) days' compensation at per diem rate.

B. Upon teacher request, the District will move a teacher's supplies and materials from room to room or building to building if the teacher boxes the materials and properly notes the location where the materials are to be delivered. Materials will be delivered to the new teaching location at least ten (10) days prior to the first start up day, if an occupancy permit has been issued.

C. If the building is not accessible at least ten (10) days prior to the start of school impacted employees shall receive:

- One (1) day of additional compensation if the building is accessible between five (5) and nine (9) days prior to the start of school; or
- Two (2) days of additional compensation if the building is accessible fewer than five (5) days prior to the start of school.

## Part III - Section 9 LAYOFF AND RECALL IN THE EVENT OF MAJOR CRISIS

9.1 Prior to the statutory notice date, the Board, upon recommendation of the superintendent, shall determine whether the financial resources of the District will be adequate enough to permit the District to maintain its educational programs and services substantially at the same level for the following school year. If it is determined that such financial resources are not reasonably assured for the following school year, upon recommendation of the superintendent, the Board shall adopt a reduced educational program and those employees affected shall be notified in writing of said changes prior to the statutory notice date. No provision of this Agreement shall be construed as an abrogation of the rights of any certificated employee (pursuant to RCW 28A.405.210 or RCW 28A.405.300) nor any of the District's responsibilities under the cited statutes.

9.2 Teachers with valid contracts and certificates will not be laid off during any school year. All layoffs will become effective at the start of the following school year. In the event of layoff, the Board shall provide written notice to all affected teachers on or before the statutory notice date of the school year preceding the year in which layoff would occur.

9.3 In the event the Board anticipates a layoff (reduction in force RIF) of teachers, the Board will notify the Association no later than fifteen days prior to the statutory notice date.

9.4 The statutory notice date is May 15, unless, in odd numbered years, the state legislature has not adopted a biennial budget by the end of the regular session, in which case the statutory notice date is June 15.

9.5 In the event of layoff, the following criteria will be used in the following sequential order, as described below:

A) Seniority B) Credits C) Flexibility D) Summative Evaluation Score E) Lottery

**A. SENIORITY** - Layoff shall be by state seniority only (except when an employee lacks necessary certification/endorsement as modified by the provisions of this Article as hereinafter established). Length of service shall be defined as credit for each year for teaching experience for which he/she would be eligible for credit on the salary schedule. In the event that more than one (1) individual teacher has the same seniority ranking after applying this criteria, all teachers so affected will be ranked in accordance with the total years of experience in the District.

**B. CREDITS** - In the event that more than one (1) individual teacher has the same seniority ranking after applying the above provision, all teachers so affected will be ranked in accordance with the total number of education credits applicable to placement on the salary schedule.

**C. FLEXIBILITY** - In the event that more than one (1) individual teacher shall have the same number of credits after applying the above provisions, all teachers having the proper certification, teaching experience and course credits to fulfill particular program needs shall be selected; and all teachers so affected, together with the Association, shall be notified of the criteria used in making the selection.

**D. SUMMATIVE EVALUATION SCORE** - In the event that more than one individual teacher has the same seniority ranking after applying the above provisions, all teachers so affected will be ranked in accordance with the summative evaluation score.

**E. LOTTERY** - In the event that more than one (1) individual shall have the same seniority, education credits, flexibility, and summative evaluation score, selection shall be made by lot conducted by a disinterested third party mutually selected by the superintendent and the Association president to determine position on the seniority list. The Association and all teachers so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected teachers and the Association to be in attendance.

9.6 In the event of an anticipated layoff, the Board will publish and distribute to all building representatives and the Association a seniority list ranking each teacher from greatest to the least seniority at least forty-five (45) days prior to May 15. Such list shall include each employee's seniority criteria used to determine his/her placement on the list.

9.7 Any staff member may, in writing and within five (5) days of receipt of the list, file with the superintendent and the Association his/her objections to the ranking order. The employee must include in the request a full statement as to the facts on which the employee contends the list should be modified. If the superintendent rejects the individual's request for modification of the list, he/she shall do so in writing. Any further appeal of placement shall be pursuant to the grievance procedure of this Agreement.

9.8 An initial seniority list shall be provided annually to the Association president by February 15. A finalized list shall be provided the Association by May 15 of each year in which the list is made and shall include all corrections, deletions, and additions of personnel of the school year. In no event will personnel outside the bargaining unit be included on the seniority list nor will the Board add such personnel to the seniority list in the event of layoff.

9.9 **Layoff Procedures**

In the event it becomes necessary to lay off teachers, the following procedure will be implemented:

A. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided, that where teaching assignments require any special certification by state or federal regulations, such assignments shall be filled by the next most senior teachers currently holding such special certificates.

B. Teachers shall be first assigned to a full-time position by seniority and shall not be obligated to any part-time teaching position, but may choose to accept such a position on a voluntary basis without jeopardizing his/her recall status for any full-time position which may become available.

C. Individual teachers not placed into a teaching position will be notified of layoff in accordance with aforementioned provisions of this section and will be recalled as requirements permit.

9.10 **Recall Procedure**

A. In the event that additional students enroll in the District or additional revenues become available or a vacancy occurs, before employing or assigning any additional personnel to fill teaching assignments the Board shall first recall all teachers in the bargaining unit who have been laid off. Staff selection to fill all staffing requirements will be made from the seniority list in descending order from highest to lowest position; provided, that where teaching assignments required any special certification by state or federal regulations, such assignments shall be filled by the next most senior teachers currently holding such special certificates.

B. Teachers shall be recalled to full-time teaching positions; provided, that such teachers shall have the option of accepting or rejecting any part-time teaching position that may exist without jeopardizing his/her recall status for any full-time position that may become available.

C. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address if he/she cannot be reached by telephone. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when in connection with layoffs, recall, or other notice to the teacher.

D. Any teacher so notified shall respond within seven (7) calendar days from mailing of said notice whether the teacher accepts or rejects the position. If a teacher rejects a position for which he/she is certificated to teach and such position is offered consistent with the aforementioned provisions of this section, the teacher shall be considered to have resigned from the employ of the District and all benefits shall cease at that time.

9.11 **Layoff Benefits**

A. All positions of substitute teachers shall be offered to teachers on recall in rotating order of application on the basis of qualifications, which the teacher determines in advance, and with proper certification before any other person is offered such a position.

B. It is understood and agreed that although teacher(s) properly laid off (pursuant to the terms hereof and in compliance with applicable law) may not have a continuing contract(s) guaranteeing a teaching position(s) and salary for the forthcoming fiscal year, each laid off teacher shall be considered to have employment status with the District for purposes of retaining seniority ranking; may decide to retain group insurance membership status by paying the premium personally, retaining accumulated sick leave, and retaining sabbatical eligibility credits. A laid off teacher shall be considered to have employment status with the District until he/she submits written resignation or fails to accept a position pursuant to the recall procedure herein.

## Part III - Section 10 ADMINISTRATIVE INTERNS

Those employees accepted for Administrative Internships within the District will retain all bargaining unit seniority rights for return to their former positions upon completion of the internships.

## Part IV – Section 1 WORKDAY - ASSIGNMENTS

4.1. The working day for certificated employees shall be seven and one-half (7 1/2) hours, including lunch, as assigned by the Board. The purpose of the half hour before and after school is for educators to prepare for the student day and to be available to students and

parents. It is important that this time remains unencumbered, however, the Association recognizes there may be some occasions when teachers need to be present in meetings. Weekly collaboration currently in place for K-4 will continue.

4.2 For 2017-2018, the current collaboration time model of general education in grades 5-8 and Maple Grove K-8 having daily collaboration time and general education grades K-4 having weekly collaboration will continue. In 2017-2018, the District and Association shall convene a joint work group to explore implementation of consistent collaboration across grade levels. Special Education and specialists need to be included in collaboration time.

4.3 It is understood that certificated employees will attend regularly scheduled faculty meetings. At the beginning of the year, the staff and principals shall plan the faculty meeting calendar. If a supervisor/principal must deviate from the schedule, the faculty will be notified at least five (5) school days in advance. There shall be no more than two (2) faculty meetings per month, which shall not exceed 45 minutes (including 20 minutes of WAC time).

4.4 It is agreed that required extra duties outside the 7 1/2-hour day shall be up to two (2) after-school duties during the school year. Should an employee be required to attend additional after school activities, they will be compensated for such time at the curriculum rate.

4.5 Certificated employees shall be able to leave when an emergency situation arises which requires a certificated employee to leave the job prior to the end of the workday. Notification must be made with the principal or his/her designee prior to leaving the job site and arrangements must be made with the building principal or his/her designee for covering the employee's duties, if necessary. Each building shall develop a plan for dealing with emergencies of this nature.

4.6 Certificated employees, as safety permits, shall arrive one-half (1/2) hour before the start of the student day on any weather-related school delays. They shall be dismissed no later than one-half (1/2) hour after student dismissal on weather-related early dismissal days. Provided that school is cancelled, those certificated staff who have arrived one (1) hour prior to the delayed start will be compensated for two (2) hours per diem.

4.7 RCW 28A.405.460 requires that a duty-free lunch period of no fewer than thirty (30) continuous minutes be provided during the noon period. A certificated employee shall be permitted to leave the "work site" during his/her lunch period and shall notify the office upon departure and return.

4.8 Administrators are responsible for establishing a communication plan and identifying an on-site employee who is responsible to respond to incidents when no administrator is on-site at any time during the workday. Administrators will notify staff via email when they will be out of the building, including the administrator's designee. Educators will have access to an onsite administrator at all-staff events outside the school day.

## 4.9 **Preparation Time**

Preparation time is for individual teachers to plan, assess daily lessons, make phone calls, answer emails, meet with parents, and/or other activities as the teacher determines necessary.

A. The District will provide preparation time of at least forty (40) continuous minutes within the student day for grades K-4 by the use of specialists or aides during non-instructional time. A daily recess of no fewer than fifteen (15) minutes shall also be available for teacher preparation K-4.

B. Music, P.E., teacher-librarians, and art specialists will receive an additional fifteen (15) minutes added to their guaranteed forty (40) minute preparation time. If these fifteen (15) minutes cannot be accommodated as continuous preparation time, these specialists can access up to $150 in compensation for planning outside of the regular work day as per documentation and issue of supplemental contract.

C. On a daily basis, teachers in grades 5-12 will be provided within the student day the equivalent of one (1) instructional class period for preparation no fewer than forty-five (45) minutes long at the middle schools and fifty (50) minutes long at the high schools.

D. Teachers in K-8 buildings will receive no less than forty-five (45) minutes of plan time daily.

E. Special education teachers will be provided equivalent preparation time. Classroom aides may be used to provide preparation and plan time.

F. Each K-4 classroom teacher can access an additional thirty (30) continuous minutes preparation period per week by not remaining with their students in the media center. Each K-4 library will be staffed with a 6.5 hour media technician. For the term of this Agreement, a library currently staffed with more than 6.5 hours of media technician time will continue with its current allocation.

G. At 5-8, the teacher-librarian may be used to provide preparation time, provided that no more than one-half (1/2) of the student day shall be used. Each 5-8 library will be staffed with a 6.5 hour media technician. For the term of this Agreement, a library currently staffed with more than 6.5 hours of media technician time will continue with its current allocation.

H. Teachers in grades 9-12 will be responsible for their students when the class is in the library. For teacher/librarians at the high school level, the District will provide one (1) hour of aide time for every hundred (100) FTE students.

I. On shortened days, preparation times may be altered to meet the revised schedules. All school programs presented for the public during the school day shall be considered a

reason to either shorten or make alternate arrangements for preparation time on those days. On shortened days all K-4 teachers will have at least a thirty (30) minute prep or recess

J. Preparation time shall be provided to other certificated employees to the same extent that classroom teachers receive.

K. At the high school level, if a teacher loses a preparation period due to testing schedules, the school administrator will make arrangements with concerned/affected teachers to provide them with commensurate preparation time during that testing period.

L. The Assistant Superintendent for Teaching and Learning in conjunction with representatives chosen by the BGEA President will develop a calendar for collaboration time generated by late starts or early releases.

M. In alternative learning settings, employees will be provided no fewer than two hundred-fifty (250) minutes of preparation time per week, not to be scheduled in increments of fewer than twenty (20) minutes.

4.10 **Emergency Substitute Coverage**

Certificated employees may be asked to substitute for teachers who are gone if substitutes are unavailable. The principal and staff at each building will prepare a written plan at the beginning of each school year for such emergencies. The plan must take into account the following considerations and contractual agreements:

A. Initially, every effort will be made to secure a substitute teacher.

B. No building plan will over-burden any one group of certificated employees or programs.

C. Any certificated staff member who is asked by an administrator or secretary to cover another certificated staff member's class will be paid 1/5 (one-fifth) of his/her per diem if he/she covers more than 1/2 of the prep period and 1/10 per diem if she/he covers less than 1/2 of a prep period. A prep period is the prep time that is provided for that day.

D. If a half day sub is unavailable and coverage can only be made by doubling classes with a specialist or classroom teacher**,** first the district will attempt to secure a full day substitute, making good use of the other half of the substitute's day (priority given to covering another half-time absence).

E. A specialist or classroom teacher who is asked to double up classes will be compensated at the rate equal to the substitute coverage costs that would have otherwise been incurred.

F. If a class of students is absorbed into other classrooms, accumulation of one full day coverage or its equivalent will convert to credit as one prep coverage for the purposes of compensation. If 6 or more students are absorbed into a classroom, the credit will be two prep coverages.

G. Student teachers are not to be used as substitutes in substitute shortage situations, unless the vacancy is in the student teacher's classroom and the student teacher has an emergency substitute certificate. Mentor teachers may be asked to cover no more than one period a day during substitute shortage situations.

H. Any employee who loses his or her preparation time or lunch break because the classroom assistant is absent and no substitute is available will be compensated for the time at the employee's per diem hourly rate.

## Part IV - Section 2 EMPLOYEE-STUDENT RATIO

2.1 The District and the Association agree that large workloads have a detrimental effect on the instructional and learning process. In addition, the District and Association agree that the individual needs and abilities of each student must be taken into consideration. Therefore, in order to increase the teaching effectiveness and learning opportunities for all students, the following provisions of this section shall apply:

A. **K-4 classroom and specialists class size is 25.**

1) For each Kindergarten classroom with enrollment over 22, teachers will receive either $120 per month for each overload student or 45 minutes of aide time per day for each overload student per day.

2) For each classroom with enrollment over 25, 1-4 teachers will receive either $120 per month for each overload student or 45 minutes of aide time per day for each overload student per day.

3) Primary specialists and support staff (teachers not otherwise covered by the above provisions, excluding teacher librarians and special education personnel) will receive thirty (30) minutes of aide time for every five (5) overloaded classes assigned to them per week.

4) Primary school specialists who provide daily prep time for classroom teachers (i.e.: music, computer, art, health and fitness teachers) shall be assigned to no more than thirty-five (35) classes per week.

5) K-4 specialists and teacher librarians will receive $1.40 per day for each overload student.

6) Administration will not direct elementary specialists to take two classes at one time unless the participants agree to such an arrangement.

B. **5-8 classroom and 5-8 Specialists class size is 28.**

1) For each of the five class periods with more than 28 students excluding band, choir, home-room and lunch, teachers will receive either $24 per overload student per month or 1/5 of 45 minutes of aide time per day for each overload student.

2) In self-contained classrooms with an enrollment over 28, teachers will receive either $120 per month for each overload student or 45 minutes of aide time per day for each overload student per day.

C. **9-12 classroom class size is 36 or an average of 150 for a five period day.**

1) When an instructor's class size average exceeds thirty (30) students or an individual class exceeds thirty-six (36) students, except for band or choir, teachers will receive either $120 per month for each overload student or 45 minutes of aide time per day for each overload student.

2) Health and fitness teachers will be limited to 36 students per class, and 180 students per day.

3) Every attempt will be made to ensure that intensive classes do not exceed 15 students and strategic classes do not exceed 20 students.

4) When the total number of students at a school exceeds an average of 370 per counselor, two (2) hours of aide time or overload pay will be provided for each twenty-five (25) students that exceeds the combined maximum, not to exceed two hundred (200) students.

D. When (due to population) a split class is created and the students in the class exceed twenty-two (22) K-4 or twenty-five (25) 5-8, the K-8 teacher will receive either $120 per month for each overload student or 45 minutes of aide time per day for each overload student per day.

E. **Special Education Caseloads are as follows**:

| | |
|---|---|
| Preschool | 18 |
| Resource | 27 |
| Homelink | 27 |
| Summit View HS | 36 |
| Self-Contained: | |
| Center Based Classroom | 10 |
| Center Based Classroom (Intensive) | 8 |
| CBC – Futures Program @ HS | 14 |
| Structured Learning Center (SLC) | 8 |
| HS Structured Learning Center (SLC) | 14 |
| Speech and Language Pathologists | 45 |

*The September 1, 2018 increase in Speech and Language Pathologists caseload from 40 to 45 will be by attrition prior to consideration of reduction in force.

F. **Baseload Assistant Time**: (To be prorated by FTE)

1) Each Preschool Teacher will have 12 hours of assistant time.
2) Each Resource Teacher will have 6 hours of assistant time.
3) Each Self-Contained Teacher will have 12 hours of assistant time.

G. Special Education Task Force duties will be turned over to the Special Education Committee.

H. The Special Education Committee, made up of special education administration, teachers (chosen by BGEA president) and staff (as needed) will meet not less than four (4) times a year.

I. When a Special Education caseload exceeds the maximum, the Special Education Teacher will receive $120 per month for each overload student or 45 minutes of additional aide time per day for each overload student.

J. When a Speech and Language Pathologist caseload exceeds the maximum, they will receive $120 per month for each student, each month they are in overload.

2.2 The adversely affected certificated employee's workload shall be reduced in these cases in one of the below delineated ways by the District:

A. Employ another certificated employee if facilities are available to house that employee. It is the goal that in the event of a class size overload, an additional teacher will be hired to relieve that overload.

B. Redistribute the students to equalize workloads.

C. Reassign staff. Special education teachers and speech and language pathologists will be assigned to no more than 2 schools.

D. Provide forty-five (45) minutes of aide time per day for each student beyond the maximum. As mutually agreeable to principal and staff, reasonable effort shall be made to coordinate aide time in such a manner as deemed effective to the specific employee.

E. Health room assistants will be directed by the supervising nurse. Health room assistants will be ~~5~~ 6-hour employees. The supervising nurse will participate in the interview process for health room assistants.

2.3 The District will have seven (7) working days from the official count day (the fourth student day of September) to adjust class size and/or implement overload language.

2.4 Calculations for overload will be done once a month, on official count day. Aide time will be adjusted at that time (up, but not down); aide time reductions will be at semester only.

2.5 Artificial overload created by sites for ability grouping or elective programs, except for classes offered at the middle school for high school credit, will not be counted for overload benefits if the grade level average is not in overload for that period.

2.6 When planning the classroom distribution of students, an effort will be made to not burden any particular teacher with a disproportionately greater number of high need pupils. K-8 Teachers/Specialists will be involved in the class placement process during the spring to review class lists for potential problems of imbalance. The District and the Association are committed to reviewing placements and providing necessary supports to make a manageable workload. Each student, regardless of the amount of time spent in the classroom, shall be counted as a full-time student for the **t**eacher to whom they are assigned for employee/student ratio purposes.

2.7 Prior to the second staff start-up day, educators will review their class lists and check for balanced classes. If educators believe that students are placed in learning environments that are not appropriate for the students, the educators will work with the relevant faculty and administrators to resolve the issue.

2.8 When possible, educators will be notified the day before new students begin attending school.

2.9 By methods of consultation and specialized materials/equipment, regular classroom teachers will be offered reasonable and appropriate support to facilitate the success of special needs students.

2.10 For each school, the District will allocate two ($2) dollars per student FTE based on building enrollment for the specific purpose of planning or inservice training with specific regard to the regular classroom integration of special needs students. These trainings/plans will be collaboratively planned and implemented.

2.11 The Association and the District agree that every attempt will be made to provide an intervention staff person at each building through the hiring of psychologists and/or nurses.

2.12 The Special Education teacher and the Speech and Language Pathologist will be responsible for submitting the unofficial count (the actual number of students registered as of the official count day, the 4th school fourth student day of September) to the special education enrollment secretary no later than the 4th school fourth student day of September.

2.13 An official count will be used September – June. An official count is defined in this case as the number of students eligible to be reported to the state for funding as of the official count day (the 1st school day of each month, except September).

2.14 Staffing for nurses and school psychologists shall be maintained at the following ratio: Psychologists: 1 to 950: School Nurses: 1 to 1,600.

*The September 1, 2018 increase in the staffing ratios (from 1:642 to 1:950 and from 1:1,421 to 1:1,600, respectively, shall be accomplished by attrition prior to consideration of reduction in force.

## Part IV – Section 3 EMPLOYEE WORK LOAD

3.1 Certificated employees will be assigned to positions for which they are certified and properly trained.

3.2 Every reasonable effort will be made to keep the maximum number of subject fields and different curriculum course preparations to three (3) for secondary teachers. No 9 -12 B.E.A. (Basic Education Allocation) teacher shall be required to have more than three (3) course preparations without his/her permission.The principal shall make every attempt to minimize the extra workload inherent in an extended assignment.

3.3 Certificated employees shall not be assigned bus duty.

3.4 Within the constraints of the budget and applicable legal constraints, a classroom will be provided for each teacher and specialist at the K-8 level. Laptop computers and appropriate carts will be provided to teachers required to move from location to location during the day. First year and second year teachers cannot sell their preps.

3.5 The District recognizes the unusually heavy workload of split grade assignments. In the interest of providing the highest quality education to the students, the District agrees that a teacher with less than three (3) years of experience or commensurate training should not be placed in a split grade assignment if other alternatives are available. Whenever possible, volunteers will be utilized for these split class assignments.

3.6 In establishing and modifying the District assessment program (beyond assessments required by state or federal law), Building Assessment coordinators (principals) will seek the input of educators in their buildings and share that input with the District administrators responsible for the final decision. When professionally responsible, required assessments may be administered by available classified staff.

## Part IV – Section 4 EMPLOYEE WORK YEAR

4.1 By April the next school calendar and early release schedule shall be prepared by a representative committee comprised of representatives from district office and the associations to recommend to the School Board.

4.2 The work year covered by this Agreement shall consist of 180 work days.

4.3 The following guidelines shall be considered in developing a Battle Ground School District school calendar:

A. Each semester will end with two (2) early release days for the completion of student records, assessment of students and programs and room preparation.

B. A winter break of a minimum of ten (10) weekdays with three (3) weekends shall be scheduled.

C. A spring break of five (5) consecutive weekdays approximately halfway between the winter holiday and the last day of school.

D. Legal holidays as provided in RCW 28A.150.050.

E. All reasonable efforts will be made to coordinate the Battle Ground student attendance calendar with those of other Clark County districts.

F. The Wednesday before Thanksgiving will be a non-contract day.

G. The first semester will always conclude on a Friday.

H. The early release schedule will be divided evenly between building and district directed. Building directed time will be planned by administration and Grade Level Chairs or Department Chairs in each building.

## Part IV – Section 5 EXTENDED WORK YEAR

5.1 Certificated employees who fulfill additional responsibilities beyond their regular assignments will be paid 1/180th of their regular salaries for each day of employment when the additional assignment is a continuation or extension of a job which an employee does during the regular school year. The salary will be prorated one seven (7) hour day if the employee works part-time.

5.2 Certificated employees who work on special assignments will be paid an hourly rate of thirty-two dollars ($32.00). This salary will be paid for curriculum development, short-term teaching assignments, staff workshops, home instruction, and other similar activities.

## Part IV – Section 6 TRI COMPENSATION

6.1 The annual TRI amount will be calculated as follows:

A. For the 2018-2019 school year, Time and Responsibility pay will include a two percent (2%) of base pay supplemental contract for recognition of activities that enrich the District's educational program such as:

- Collaborating with colleagues on instructional and student issues outside the regular school day;
- Self-directed professional learning;
- Research into content areas or instructional methodologies;
- Other activities consistent with RCW 28A.415.430 beyond the state funded professional learning days

and three (3) start-up days and one (1) professional learning day.

B. For the 2019-2020 school year, Time and Responsibility pay will include an additional (second) professional learning day.

6.2 TRI hours will be compensated at per diem based on a 180 day contract.

## Part IV - Section 7 STAFF DEVELOPMENT/WORKDAYS

7.1 The District shall establish and annually fund a staff development program. It will consist of three (3) district/building start-up days. On one of the start up days educators will be released for 3.75 continuous hours for educator self-directed activity. Additionally, one (1) state-funded professional learning day, PLD will be part of the staff development program. One (1) PLD will be added, as funded by the state, in 2019-20.

7.2 The following stipulations relate to this staff development program:

A. The start-up days will be full days for all employees who choose to attend. An employee who chooses not to attend the start-up days forfeits them for the year.

B. Staff members who present trainings, at supervisory request and/or approval, will receive one-half (1/2) hour of paid preparation time for each hour of presentation.

C. Presentation time for days beyond the 180 day work year and preparation for these presentations done outside the regular seven and one-half (7.5) hour workday shall be paid at the employee's per diem rate.

D. In cooperation with ESD 112, the District will continue to notify the staff of any professional opportunities to be held in this area.

E. The District shall apprise the Association of any monies available from the state or federal levels for staff development.

F. The District will provide annual STEM training for all educators requiring state-mandated training, pursuant to WAC 181-85-075 (5).

G. The state-funded professional learning day days will be seven (7) hours for all employees who choose to attend, plus a thirty (30) minute duty free lunch if any PLD is District-provided on a specific day. Professional learning may be District-provided or be offered by an external organization with the same standards. The employee shall provide evidence of attendance.

7.3 Proposed curriculum pilot programs will be developed in conjunction with appropriate staff. Adoption of new curriculum will include the recommendation of the piloting staff, as part of the overall recommendation of the curriculum to the Board for its decision regarding adoption.

## Part IV - Section 8 DEPARTMENT/GRADE LEVEL CHAIR COMPENSATION & RESPONSIBILITIES

8.1 Prior to the annual selection of department and grade level chairs the members of the department or grade level team shall elect their choice of chair by secret ballot. The department or team choice of chair is subject to principal approval.

8.2 The District agrees to compensate chairpersons as follows:

A. Each high school department, primary and middle grade levels and district employee group will have a chairperson. Chairpersons shall receive the following stipend. These

stipends shall be increased annually by the state's inflationary adjustment (implicit price deflator, IPD).

| | |
|---|---|
| 3 | $1,390 |
| 4 - 6 | $1,570 |
| 7 - 8 | $1,750 |
| 9 - 10 | $1,920 |
| 11 – 12 | $2,100 |
| 13 - 14 | $2,280 |
| 15 – over | $2,460 |

8.3 The grade level/department/employee group chairpersons work together with the building administration and members of the grade level or department to communicate and effectively carry out the necessary functions of the grade level/department/employee group. The grade level/department chairpersons will participate in building-level decisions and will provide input, recommendations and feedback as necessary. The employee group chairperson will participate in district-level decisions and will provide input, recommendations and feedback as necessary.

8.4 The chairperson's compensation provides for the following responsibilities:

A. Attend regularly scheduled meetings with building administrator(s).
B. Conduct team meetings.
C. Serve as communication liaison between building principal and team
D. Coordinate/facilitate grade level/department activities
E. Participate as part of the interview team for the affected department or grade level. If the District is unable to reach the identified department members they will notify the BGEA president.
F. Help orient new teachers to their jobs.
G. Administer the department budget including recommending purchases and budgeting amounts for ensuing school year.

## Part IV – Section 9 SUPPLEMENTAL CONTRACTS:

9.1 The District and the Association will work together to define the duties related to supplemental contract days.

A. **Counselors:** Contracts of fifteen (15) days per counselor at the High Schools will be available annually to be funded by the District. Contracts of five (5) days per counselor at the Primary and Middle Schools will be available annually to be funded by the District.

B. **Psychologists**: Contracts of ten (10) days per psychologist shall be available annually.

C. **Teacher/Librarians:** Contracts of K-8 teacher/librarians shall be four (4) days for the school year funded by the District. If a teacher/librarian at the K-4 level is used to provide prep time, he/she will be granted an additional day on his/her extended contract. Contracts of 9-12 teacher/librarian shall be seven (7) days for the school year to be funded by the District.

D. **School Nurses:** School nurses will be provided five (5) extended days annually for role-related responsibilities beyond the regular workday and school year.

E. **Special Education Staff:** Special education staff (other than psychologists) will be given five (5) supplemental days annually for role-related responsibilities beyond the regular work day and school year.

9.2 **Special Supplemental Days**

A. A certificated employee with five (5) years of experience in the Battle Ground School District may apply to the Superintendent for extra duties in the Battle Ground School District. By November 1, each individual who is qualified may submit an application (Appendix 10) available electronically to the Superintendent (or designee) for the activity. The decision will be made by December 1.

B. The decision of the Superintendent (or designee) regarding the funding of the activity is final. That decision will be based upon compliance with activities 1- 6 listed below. There will be a maximum of One Thousand Two Hundred Dollars ($1200) for each individual's activity each year. An educator will be eligible for this supplemental activity two (2) times during his/her tenure with the Battle Ground School District. The total number of approved contracts each year will not exceed sixteen (16) If all 16 contracts are not awarded in the fall, a second round of applications will be accepted until February 1 and will be awarded on March 1.

C. The following are suggestions for activities, but any activity that benefits students will be considered. Activities will be funded at the individual's hourly rate. Activities must provide services which are beyond their normally described duties.

1) Researching building concerns
2) Used as a consultant
3) Mentoring
4) Curriculum development
5) Develop and teach a class for Battle Ground teachers
6) Any other project mutually agreed to

9.3 **Longevity-Recognition:** Certificated employees who have been placed on the District salary schedule Step 16, Lane 7, for at least one (1) full year shall receive one additional personal leave day per year for every five years of service beyond 16 years of service to a maximum

of four additional days. Employees may cash out these days at the 2:1 ratio and may accrue no more than a maximum of 10 personal days. All days are subject to the provisions of the personal leave section of the contract (Part VII, Section 15).

9.4 In the event that the district asks an employee to be a mentor to another employee, the district will provide that employee with a supplemental contract defining the hours to be worked.

9.5 The district agrees to follow the National Board reporting process in accordance to OSPI guidelines. If the district fails to follow the OSPI guidelines which causes the employee not to receive appropriate compensation, the district will provide such remuneration.

9.6 Supplemental contract days will be provided on a pro-rata (per FTE) basis.

## Part IV Section 10 EMPLOYEE FACILITIES

The Board recognizes the need of the employees for adequate storage, work areas, equipment, supplies, instructional materials, desks, filing cabinets, classrooms, communications systems, restrooms and dining areas or faculty lounge, and will work toward meeting these needs within budget limitations and other priorities of the District.

## Part IV - Section 11 RESIDUAL RIGHTS

11.1 When certificated employees, as part of their regular duties, participate in District programs for the development of curriculum and educational materials, all materials produced shall remain in the public domain unless legal waivers or other legal agreements are reached.

11.2 Certificated employees who develop educational materials on their own time without compensation or use of District equipment or materials retain the right to copyright any such materials.

## Part IV – Section 12 JOB SHARES

12.1 A teaching job share is defined as two currently employed certificated employees sharing the equivalent of one (1) FTE position, and is not simply a part time job. The length of the job share option is for one (1) year only, but can be extended with mutual agreement between the employees and building principal. The job share position will not place an additional financial burden on the building and the district. Both teachers will be encouraged to utilize available professional development time to participate in building options.

12.2 **Procedures:**

A. Two employees interested in a job share will make a written request to the building principal and Department of Human Resources. The building principal and Department of Human Resources will give a written response to the request. Upon approval of the request, the employees will prepare a written plan for the principal which responds to how the following will be handled:

1) parent conferences (district feels that both should be present)
2) professional development
3) staff meetings
4) grade level meetings
5) evening obligations and responsibilities
6) hours/days to work
7) plan for conflict resolution
8) room use and assignment
9) course content consistency
10) scheduling
11) discipline
12) separation of tasks associated with the teaching position

B. An employee who creates a job share situation as a result of requesting half time will also be responsible for developing a written plan with the person hired for the other half of the position.

C. Employees whose job share request is granted must resign from the FTE portion of the job they will no longer be working.

D. If the job share is discontinued, each employee who is on a continuing contract will be placed in a pool and returned to an equivalent teaching position in the same building they were in the year before the job share, if possible, or an equivalent position in the district.

## Part V - Section 1 PARENT-TEACHER CONFERENCES

The District shall continue parent-teacher conferences for the purpose of student evaluation in grades kindergarten through twelve (12). Thirty (30) minutes per student will be provided for the K-8 conferences and summaries during the regular school day, provided, teachers shall have the option of scheduling parent conference at other times with principal's approval. At the high school level, the certificated staff will determine the most effective use of that time set aside for conferences. Up to three (3) hours of additional conference time with the parents of high risk students will be arranged at the request of the individual teacher.

**Part V - Section 2 DISCIPLINE GUARANTEE**

2.1 In the maintenance of a sound learning environment, the District will 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 laws and District policy. In an effort to protect staff and students from assault, the District will maintain and enforce policies and procedures which define weapons, use thereof, assault, threat of physical harm, and mandatory disciplinary consequences for such types of misconduct.

2.2 The Board and superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall give immediate response to the request of all employees regarding 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 authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies and adopted by the Board and not considered with federal and state laws or regulations.

2.3 An employee is allowed by law to use such force as is necessary to protect him or herself, a fellow employee or administrator, or a student from attack, physical abuse, or injury.

2.4 A certificated staff member shall have the authority to exclude a student from his/her classroom for all or any part of the period for up to two (2) consecutive days at the high school level, for all or any part of up to two (2) consecutive days at the K – 8 level, or until the certificated staff member has conferred with the principal, whichever comes first. Prior to excluding a student, except in emergency circumstances, the teacher shall have attempted one or more corrective actions. In no event, without the consent of the teacher, will a student be returned to the class during the balance of that class or activity period or up to the following two days. (RCW 28A.600.202)

2.5 Students enrolled in special education programs are subject to the rules of the RCWs and WACs that specifically apply to them.

2.6 The principal and certificated employees in a school building shall confer at least annually in order to develop and or review building discipline standards and uniform implementation of those standards.

2.7 As part of teacher orientation the principal of each building shall explain the discipline procedures of his/her school and the policy of the District relating to discipline.

2.8 The principal of each building shall arrange for a discussion of the rights and responsibilities of the students and teachers with all teachers new to his/her building.

2.9 One (1) copy of the written discipline procedure will be placed in each building for teaching use and two (2) copies will be given to the Association.

2.10 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 laws or court ruling relating to the above.

2.11 Educators who are physically assaulted by a student have the right and responsibility to file an accident/injury report and may report the assault to law enforcement.

## Part V - Section 3 CLASSROOM VISITATIONS

3.1 The District will provide patrons of the District an opportunity to visit classrooms while ensuring that the teaching process continues without major interruption.

3.2 Visitors who have not made previous arrangements shall be referred to the principal. The principal will schedule a parent-teacher conference or visitation only after conferring with the teacher. The teacher may wish to confer before and/or after the visitation as a condition of the visitation. Visitors are required to follow building sign-in procedures.

## Part V - Section 4 STUDENT-TEACHER/INTERNS

Certificated employees are under no legal obligation to the District or to a college or university involved to accept supervision of a student teacher or a September experience student. If the certificated employee does accept this responsibility, he/she does so on a voluntary basis.

## Part V - Section 5 BUILDING BUDGET

5.1 The staff will have representation in the building budget decision-making process. Staff from each school shall determine who will provide representation on their behalf. The committee shall recommend priorities and allocations within the budget assigned to that building for supplies, instructional materials, and equipment. The building principal shall be responsible for administration of the budget, and in doing such, shall consider the above-prioritized recommendations before making budgetary expenditures.

5.2 Photocopying will not be limited, but supervisors may inquire about extraordinary use.

5.3 School health rooms will be stocked with basic supplies, which will be replenished as needed from the building budget.

5.4 PBIS incentives will be paid for out of building budget.

5.5 There should be a balance of expenditures across departments/grade levels (K-8 specialists and special ed. included) or a systematic schedule whereby the priorities within each

department/grade level will be equitably addressed within District-established guidelines. The District will provide adequate funding for fundamental, necessary supplies to effectively teach a class or run a program.

5.6 Specialists who do not have a budget with a particular building will form a budget committee with their immediate supervisor and follow the procedures outlined above.

5.7 All financial statements and computer printouts on the building budget and expenditures for supplies, equipment, and textbooks shall be given to the committee on its request.

5.8 Approximately May 1 of each school year, the certificated staff of each building shall be asked to submit in writing its needs for supplies, materials, and equipment for the following year to the grade level or department representative. The budget committee shall consolidate and review requests in terms of program needs. They shall then establish priorities which shall be recommended for purchase. The principal shall then review the request and priorities recommended by the building committee in terms of total building program needs and budget.

5.9 At the beginning of the school year the principal will have a budget committee meeting and report on the purchases made and the status of the budget.

5.10 The District shall provide $200 per FTE for curriculum, professional fees or miscellaneous classroom materials on an annual basis. This $200 will be a direct deposit each October, no later than October 31st. This would be above those monies the District would regularly set aside or assign for curriculum purposes.

## Part VI - Section 1 TEACHER'S SALARY INDEX AND SCHEDULE

1.1 It is the intent of the parties to comply with the current State Appropriations Act as passed by the Legislature. The District salary schedule for employees is attached as Appendix XIII. The salary schedule shall be increased by the state inflationary adjustment (implicit price deflator, IPD) in 2019-20.

1.2 Employees will be placed on the salary schedule in accordance with WAC 392-121-264 as in effect September 1, 2018, except as follows:

- Experience recognized under WAC 392-121-264 (1)(a)(i) also includes recognition by the Battle Ground School District of verified certificated teaching experience in education programs in museums, children's hospitals or health care centers and related institutions.
- Experience recognized by the Battle Ground School District under WAC 392-121-264 (1)(c) is limited to verified certificated teaching experience in pre-school, elementary or secondary education programs conducted by an educational service

district, office of the superintendent of public instruction, the United States department of education, or similar agency in another jurisdiction.

- Experience recognized by the Battle Ground School District under WAC 392-121-264 (1)(d)(i) includes qualifying and verified experience in the Americorps program.
- Experience recognized by the Battle Ground School District under WAC 392-121-264 (1)(d)(ii) is limited to sabbatical leave approved for experience credit pursuant to this agreement.
- Experience recognized by the Battle Ground School District under WAC 392-121-264 (1)(e) includes up to ten (10) years of verified and qualified management experience. Employees placed on a salary schedule previous to the one effective September 1, 2018 shall receive recognition of verified additional years of experience. Those employees must submit verified experience reports to the Human Resources office prior to January 1, 2019 for consideration of additional years of experience. Reports submitted prior to October 1, 2018, when verified, will qualify the employee for additional experience in the 2018-19 school year. Reports submitted between October 1, 2018 and January 2019, if verified, will qualify the employee for additional experience in the 2019-20 work year.
- Experience recognized by the Battle Ground School District for educational staff associates is not limited by WAC 392-121-264 (1)(f)(i). Employees placed on a salary schedule previous to the one effective September 1, 2018 shall receive recognition of for verified additional years of experience. Those employees must submit verified experience reports to the Human Resources office prior to January 1, 2019 for consideration of additional years of experience. Reports submitted prior to October 1, 2018, when verified, will qualify the employee for additional experience in the 2018-19 school year. Reports submitted between October 1, 2018 and January 2019, if verified, will qualify the employee for additional experience in the 2019-20 work year. The District will recognize the experience determined by previous public school districts in placing new employees. Documented degrees, credits and clock hours determine movement in the salary schedule columns (ten clock hours equal one credit).

1.3 Clock hours will continue to be counted as college credit for placement purposes, with ten (10) clock hours equaling one quarter credit hour. Credits and clock hours must be completed by October 1 of the year to be eligible for salary adjustment for that school year. Proof of credits must be submitted as early as possible for salary adjustment, and will not be accepted after October 10 of that school year. Official transcripts must be on file no later than November 1. Salary adjustments will be made in full, commencing with the first payroll after submission of proof meeting the payroll deadline.

**Part VI - Section 2 ACTIVITIES SALARY SCHEDULE**

2.1 The following stipends are the pay for the various activities. One (1) year of longevity will be allowed for each year of credit in directing the activity. Positions will be filled according to budget and need. These stipends shall be increased annually by the state's inflationary adjustment (implicit price deflator, IPD).

ACTIVITIES SCHEDULE
HIGH SCHOOL

| POSITION | STIPEND |
|---|---|
| Choral music advisor | $5,530 |
| Drama advisor | $5,530 |
| Yearbook advisor | $5,530 |
| Journalism advisor | $5,530 |
| Instrumental music advisor | $5,530 |

Longevity:

| | |
|---|---|
| Year 2 | $5,610 |
| Year 3 | $5,690 |
| Year 4 | $5,770 |
| Year 5 | $5,850 |
| Year 6 | $5,930 |
| Year 7 | $6,010 |
| Year 8 | $6,150 |
| Year 9 | $6,350 |
| Year 10 | $6,570 |
| Year 11 | $6,790 |
| Year 12 | $7,020 |
| Year 13 | $7,240 |

MIDDLE SCHOOL

| POSITION | STIPEND |
|---|---|
| Instrumental music advisor | $2,510 |

Longevity:

| | |
|---|---|
| Year 2 | $2,700 |
| Year 3 | $2,890 |
| Year 4 | $3,080 |
| Year 5 | $3,270 |

2.2 If there is a qualified (as determined by the activities director and building principal and based upon the criteria included in the position posting) bargaining unit applicant, a member of the bargaining unit shall be hired for the position. As non-bargaining unit members give up currently held positions, those positions will be filled in compliance with the first sentence of this paragraph. No employee receiving compensation under the activities salary schedule shall be removed from his/her contracted seasonal assignment during the term of his/her contract for other than just cause.

## Part VI - Section 3 ATHLETIC PASS

The District shall make available an "Athletic Pass" to each certificated employee granting admission at no cost to all District home sponsored league student athletic events. The "Athletic Pass" will be the certificated employee's School District ID, which the certificated employee will be expected to wear. The certificated employee will agree to assist in supervision in the case of an emergency situation as directed by the building administrator.

## Part VI - Section 4 CREDIT FOR MILITARY SERVICE

All veterans whose school employment is or has been disrupted by service in the Armed Forces shall receive salary and seniority credits for such service for the duration of valid military orders.

## Part VI - Section 5 INSURANCE BENEFITS

5.1 This Section will comply with Public School Employees' Insurance Benefits-ESSB 5940 effective July 11, 2012.

5.2 The District, pursuant to state law, shall provide the amount allowable under state law funded by the state per FTE employee towards the payment of medical, dental, vision, life and long-term disability insurance premiums; and the district will fund the carve out which is being withheld by the state for retiree insurance. This amount is available for 1.0 FTE employee with those employees at less than 1.0 FTE being provided a pro-rated amount in accordance with their S-275 FTE. Less than full-time employees may have the option of reimbursing the District the amount necessary to receive full medical, dental, vision, life, and long-term disability insurance coverage or not participating in the fringe medical program.

5.3 From the dollar amount available to each employee, first shall be deducted the cost of the District's life, long-term disability, dental and vision insurance plans with the remaining monies to be applied toward the employee's medical insurance premiums. All eligible employees are required to participate in the dental and vision plans, long-term disability and life insurance; medical plan participation is optional.

5.4 The annual amount of revenue generated per FTE employee for September 1 to August 31 per month shall comprise an insurance pool.

5.5 An employee whose spouse is also a District employee eligible for a District insurance contribution may combine his or her insurance allocation with that of his or her spouse for the purchase of a single insurance plan to offset the employee's out-of-pocket costs for medical insurance premiums (e.g. the purchase of one "employee plus spouse" plan rather than two "employee only" plans). The unused portion of the insurance allocation shall be returned to the insurance pool.

5.6 It is understood that the FTE count is frozen at the S-275 FTE in the bargaining unit for the purpose of generating the pool. The District will contribute towards the premiums on the following approved medical, dental, vision, long-term disability and life insurance programs for employees and their families for duration of the Agreement.

5.7 If the pool is less than employee needs, the Association shall notify the District of the means by which its members will be assessed to ensure that the total expenditures of the pool do not exceed the pool limit.

5.8 It shall be the employee's responsibility to pay the premiums not covered under current federal and state family leave laws during the months they are on approved leave. Each employee shall follow District business office procedures for paying the insurance premiums for the months they are on leave.

5.9 Each eligible employee may choose one of the medical plans identified by the bargaining unit. Eligible employees will be members of the dental, vision, life insurance, long term disability and employee assistance plans.

5.10 Except for qualifying events, enrollments for current employees and their dependents shall close annually on October 1.

5.11 New employees to the District who wish to enroll in insurance benefits programs must do so within the sign-up periods established by the District. The District will make material available to new employees at the payroll office.

## Part VI - Section 6 PAYMENT PROCEDURES

6.1 Certificated employees shall be paid on the last business day for the state of Washington of September and of each succeeding month. Payment of the annual wage shall be in twelve (12) equal installments.

6.2 The district will produce a paperless payroll with payment information available to employees online through 'Employee Access.' Payroll information is made available online a minimum of two days prior to pay date. The District will provide employees with the login

and password information for Employee Access module. Changes received in the payroll office after the 10th day of the month shall be processed with the following month payroll.

6.3 The salary of any teacher hired after the start of the school year shall be prorated on the basis of 180 days.

6.4 Any teacher taking an unauthorized day of leave shall have a salary deduction at the rate of 1/180 per day.

6.5 In the event that an employee is over or underpaid, he/she will meet with the District/Association to arrange a mutually agreeable payment/repayment plan.

6.6 All compensation, including benefits, owed to a certificated employee who is retiring from the District shall be paid by August 31. District contributions for insurance programs shall continue through August, with benefits provided through September.

## Part VI - Section 7 TRAVEL ALLOWANCE

7.1 The District will reimburse certificated employees at the same rate as approved by SPI (Seattle Price Index) for travel between buildings and/or making home visits as required by their regular and daily work assignments and travel on official and approved school business. District cars are to be used, when possible, on longer trips. Registration, housing, and meals shall be paid as approved by the superintendent.

7.2 The above allowance rate does not apply to the use of private cars for high school and intermediate activity transportation needs.

## Part VI - Section 8 REIMBURSEMENT FOR MILEAGE/TRAVEL TIME

8.1 The District will compensate those teachers who are required to travel between two (2) or more schools each day to teach courses. Compensation will be as follows:

A. Payment of the current mileage reimbursement will be authorized for staff utilizing a personal vehicle to travel between two (2) or more school assignments each day. Additional mileage may be paid for required activities not normally expected of staff assigned to an individual building. Such payment will be for the actual mileage ONE WAY and will be authorized after documentation is submitted by the staff member to his/her department.

B. Allocation will be made for a percentage of the value of planning time equal to the time required to travel ONE WAY between the assigned buildings each day. This allocation will be made to compensate for the loss of prep time used in travel.

C. The District will make every effort to avoid dual building assignments in the future.

D. Employees seeking travel reimbursement shall obtain preapproval from his/her supervisor.

**Part VII - Section 1 SICK LEAVE**

1.1 Sick leave provisions for all certificated employees shall be in accordance with state law.

1.2 Every employee under contract for a full year (180 days) shall receive twelve (12) days annual sick leave. Sick leave shall accrue in direct ratio to an FTE assignment and may be applied only to assigned work days during the 180 days contract period. Beginning in September, an employee will be eligible to use any or all of the available twelve (12) sick leave days so long as they have already worked a number of days equal to or greater than those for which sick leave is claimed. Should the employee be terminated, resign or go onto an unpaid leave of absence prior to the end of the 180 day contract, the twelve (12) sick leave days will be prorated accordingly. Any sick leave days claimed in excess of those for which the employee was eligible shall be deducted at a per diem rate from remaining pay.

1.3 Sick leave not taken during the year shall be accumulated from year to year. A person contracted for less than one (1) year shall be entitled to the portion of twelve (12) days sick leave that the total number of days contracted bears to the normal work year.

1.4 Employees who have accrued sick leave while previously employed in the District or while employed by another public school district or authorized agency in the state of Washington shall be credited for such accrued sick leave upon employment with the District. The certificated employee taking sick leave shall notify the substitute clerk no later than one (1) hour before the employee's starting time on the day of anticipated absence.

1.5 Personnel claiming sick leave benefits due to illness of more than five (5) consecutive days must submit a written statement from the attending medical practitioner. The Director of Human Resources may request the submission of a written statement by a physician with regard to a documented recurrent pattern of absenteeism.

1.6 Employees may convert accumulated sick leave as per WAC 392-136.

**Part VII - Section 2 SHARED SICK LEAVE**

The District will permit leave sharing in accordance with RCW 28A.400.380, Chapter 392-126 WAC and District policy.

**Part VII - Section 3 EMERGENCY LEAVE**

3.1 Five (5) days per year of emergency leave with full pay shall be available to certificated employees. Such leave shall be deducted from accrued sick leave. For purposes of this

leave, an emergency is a situation or adversity of such a nature that preplanning is not possible. Additional days may be granted at the discretion of the superintendent or his/her designee.

3.2 Employees may utilize emergency leave (sick leave) to care for a nondependent child with a health condition that requires treatment or supervision. For this purpose, additional days beyond the five (5) available will be granted upon request. Documentation (physician's statement) of the child's health condition will be required in the event that more than five (5) emergency leave days are needed. Such leave shall be deducted from accrued sick leave.

3.3 Emergency leave may not be used for vacation periods or extensions thereof, recreational outings, or for business or social appointments nor for matters of personal convenience.

## Part VII - Section 4 GENERAL LEAVE OF ABSENCE

4.1 General leave of absence without pay of up to one (1) year will be granted employees for purposes of education, working in a professionally related field, health and recuperation, serving in public office, or a combination of these. The Board may grant a general leave for other purposes; such requests will be judged on the merits of the request.

4.2 All requests for general leave are subject to approval by the Board. The certificated employee whose physician certifies in writing that the employee is unable to perform professional duties because of personal illness, physical disability due to pregnancy/childbirth, or disability shall, upon request, be granted leave of absence without pay for up to one (1) year from the date the leave is granted. Health leaves shall be granted without requiring the employee to use up accumulated sick leave.

4.3 An employee on a one (1) year leave of absence (general, medical, etc.) shall notify the District by May 1 of the school year in which leave was taken of his/her intentions to return to the District, resign his/her position, or request an extension of the leave. An employee who has been granted leave of absence (general, medical, etc.) for less than one (1) year and whose leave extends through the summer of the current school shall notify the District by May 1 of the school year in which leave was taken of his/her intentions to return to the District, resign his/her position, or request an extension of the leave.

4.4 When returning within one (1) year from the date a general leave of absence is granted, a certificated employee shall be allowed to return to the position last held or a similar position.

4.5 A leave of absence may be extended because of extenuating circumstances for one (1) additional year upon recommendation of the Superintendent or the Board.

4.6 In the event Part III, Section 9, "Layoff and Recall in the Event of Major Crisis," becomes operative, persons on general leave shall be placed on the layoff and recall seniority list according to seniority and academic credit they had obtained prior to going on general leave.

## Part VII- Section 5 SABBATICAL

### 5.1 Guidelines

A. Certificated personnel are eligible to apply and be considered for sabbatical leave after each five (5) years of employment in this District. The five-year (5) period may be interrupted by as much as two (2) years, consecutively or accumulatively counted, during which the applicant was not contracted to this District or any other district and was not regularly employed in any other gainful capacity with the exception of areas for which leave of absence was granted.

B. Sabbatical leave shall be granted for one (1) year.

C. Applications for sabbatical leave (Appendix 11) shall be filed with the superintendent not later than March 15 prior to the school year for which the leave is granted.

D. he leave will be awarded by the Sabbatical Leave Committee, comprised of two members appointed by the Association and two members appointed by the Superintendent/designee, on the merit of the proposed plan of study or research and its relationship for service to the District in terms of individual's professional background, subject to approval by the Board.

E. The maximum number of sabbaticals awarded will not exceed one percent (1%) of the total number of certificated personnel employed by the District in that school year to the least whole person.

F. The individual will be allowed to return to a position comparable to or better than his/her previous position on the staff. Extracurricular activities are exempt from this guarantee.

G. Upon return to the District, the individual will assume his/her former position on the salary schedule plus any academic credits accumulated during this leave.

1) He/she will not, however, receive any experience increment for the year that the leave was in effect unless the sabbatical was used in direct and significant service to the District.

2) An individual on sabbatical leave will not receive credit in the retirement system for that year.

H. An official contract between the person receiving the sabbatical and the District shall be issued.

I. In the event that Part III, Section 9, "Layoff and Recall in the Event of Major Crisis," becomes operative, those persons on sabbatical at the time the seniority list is compiled shall be included on the seniority list under the seniority and academic credits received by October 1 of the year in which the sabbatical leave was effective.

J. Annually, the District will budget for at least one (1) sabbatical leave so that the funds are available should the Board decide to grant a sabbatical leave for that year.

5.2 **Compensation**

A. The stipend given in the sabbatical year will be fifty percent (50%) of the pay on the salary schedule that is adopted for the year the teacher is on sabbatical. The employee will not receive benefits during the sabbatical year but may purchase medical, dental and vision care by self-pay.

B. Should a sabbatical recipient fail to return to employment with this District for the two (2) years following the year for which the sabbatical was granted, the total sabbatical stipend shall be refunded to the District by September 1 of the school year in which the recipient does not return to the District. Upon completion of the two (2) years of employment with the District following the sabbatical year, the recipient shall be considered free of any obligation to the District in connection with the receipt of the sabbatical stipend.

C. Should a sabbatical recipient be obligated to reimburse the District under the condition of paragraph B1 and be unable to repay the full amount on the date due, he/she may elect to repay the amount over a period of up to two (2) years with the prime rate of interest on the unpaid balance (established on date of receipt of notification).

D. In case the employee is granted a sabbatical and then receives a scholarship, fellowship, assistantship, or other such grant for the same school year, the total compensation from the two (2) sources shall not exceed the salary he/she would receive if under contract with the District for 180 days.

E. Recipients of scholarships, etc., for up to one (1) full year which would not involve the District in any financial obligations shall be considered under leave of absence rather than sabbatical leave policy.

## Part VII - Section 6 PREGNANCY/CHILDBIRTH DISABILITY LEAVE

6.1 Pursuant to Board Policy No. 532.1, a staff member shall use accumulated paid sick leave for the period of actual disability attributable to pregnancy and/or childbirth. In addition,

the District shall grant additional leave and benefits in accordance with the Family Medical Leave Acts (Federal and Washington State), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), and the unpaid general leave of absence provisions of this Agreement. During such a general leave, the staff member may pay the District her share of any insurance benefits program in order to maintain those benefits.

6.2 Upon return from an extended pregnancy/childbirth disability and/or general leave, a staff member shall be entitled to a position in the District for which she is qualified. An effort will be made to place the staff member in her original position or in a comparable position.

**Part VII - Section 7 PARENTAL LEAVE**

A. The District recognizes that the bonding that occurs between a parent and child is important to the nurturing of that child regardless of whether the parent is the child's biological parent or the gender of the parent. Therefore, upon notification to the office of Human Resources, up to three (3) days of paid leave shall be granted for the birth or adoption of a child. An additional five (5) days may be taken from emergency leave days if available.

B. For the purposes of adoption, this leave may be used to attend counseling sessions, court appearances, attorney consultations, physical examinations, home studies, or other requirements necessary to complete the adoption.

C. Employees are eligible for family leave benefits as per state and federal regulations.

**Part VII - Section 8 FAMILY LEAVE**

The District will comply with Washington State Family Leave (Chapter 49.78 RCW) and the federal guidelines of the Family Leave Act of 1993.

**Part VII - Section 9 MILITARY LEAVE**

Employees shall be granted military leaves of absence when required by law. The District agrees to follow the provisions of state and federal law governing the reemployment of returned veterans and others.

**Part VII - Section 10 MILITARY RESERVE/NATIONAL GUARD ACTIVE DUTY TRAINING**

10.1 Military Reserve or National Guard active training duty, whenever possible, should be scheduled during authorized vacation periods to prevent conflict with the employee's contractual or work obligation to the District. When compulsory military educational or military circumstances do not allow training during authorized non-school periods the following guidelines shall apply: (Legal reference RCW 38.40.060)

A. The employee shall provide to the office of Human Resources a copy of orders and proof that such duty is mandatory.

B. Absence for active training duty shall not exceed twenty-one (21) days per year.

C. The employee shall experience no loss of benefits for the authorized twenty-one (21) days.

**Part VII- Section 11 BEREAVEMENT LEAVE**

11.1 The District shall provide bereavement leave for all certificated employees. A maximum of five (5) days leave, noncumulative and without salary deduction will be allowed when there is a death of an immediate family member or household member. One (1) day of bereavement leave shall be provided for the death of a close personal friend unless travel necessitates a second day. In the case of distance or some other factor contributing to a need for more time, the employee may apply for additional time through the superintendent/designee. If granted, this additional time shall be deducted from personal or emergency leave hours, if available.

11.2 Upon finding it necessary to be absent from their assigned duties for bereavement leave, employees will notify the substitute clerk or substitute reporting system at the earliest possible moment stating the reason.

**Part VII - Section 12 SUBPOENA LEAVE**

12.1 A certificated employee will be granted subpoena leave as may be required by the subpoena and shall be paid his/her regular salary up to and including fifteen (15) days, less any compensation received for his/her services (excluding transportation) provided the subpoena was not issued by an adverse party to the District.

12.2 Where officially documented written statement(s) are acceptable as testimony by the court, the employee should make such arrangements.

**Part VII - Section 13 JURY DUTY LEAVE**

Upon receipt of a jury summons, the educator will notify his/her principal or unit administrator to contact the office of Human Resources. The educator shall serve without salary deduction.

## Part VII - Section 14 ASSOCIATION LEAVE

Release time shall be available for leave of officers and representatives, including conferences, consultant work, and/or preparation for negotiations. Such leaves shall be subject to the following:

A. The released days shall be with full pay and the Association shall pay to the District all costs for the substitute if a substitute is secured.

B. Whenever possible, notification of the leave shall be submitted forty-eight (48) hours before the leave is to take effect.

C. "Officers" shall mean the Association president, vice president, secretary, and treasurer.

D. "Representatives" shall mean any specific person designated by the president to represent the Association. All Association leaves must be approved by the Association president; without such approval, the employee will be payroll deducted.

E. No representative may take more than ten (10) Association leave days unless said representative is a member of the bargaining team or is involved in a protracted grievance process.

## Part VII - Section 15 PERSONAL LEAVE

15.1 Each full-time employee shall receive three (3) personal leave days annually. The first and second days shall be at no loss of pay. For the third day, which is not accumulative, employees will receive differential pay. Differential pay is defined as the difference between the employee's daily pay and the district's regular substitute rate. Less than full-time employees receive proportional personal leave. Personal leave is accumulated to a maximum of six (6) days. Personal leave may not generally be taken the first week of school or the last two (2) weeks of school, on non-contract state or district inservice days, or days designated for district-mandated student achievement testing. However, should a need arise the employee must request leave approval by submitting the request in writing to Human Resources two weeks prior to the requested leave. Such leave will be granted for personal events at the discretion of Human Resources. No more than five percent (5%) of the staff requiring substitutes may utilize personal leave days on any particular school day. Personal Leave must be taken in half or full day increments.

15.2 The employee will notify the District in advance when personal leave is desired so that the substitute may be obtained if required. The employee shall not be required to state a reason when using personal leave.

15.3 For incentive purposes, those staff members who do not utilize their annual allocation of District paid personal leave days by the conclusion of the school year shall be entitled to

payment at a 2:1 ratio. This day(s) must be claimed on a timesheet by July 31. Remuneration will be on a per diem basis equal to 1/180 of the employee's contracted salary. Members who elect to carry over (accumulate) unused personal leave to the next year will not be eligible for this incentive for the days which they carry over.

## Part VII - Section 16 SHORT-TERM UNPAID PERSONAL LEAVE

Unpaid short term leave will be provided an employee for significant personal situations. Application must be made to the Superintendent/designee for approval. The applicant must state the general reason for the request in the application.

## Part VII – Section 17 EXCLUSION DUE TO OUTBREAK

Employees excluded by health officials due to an outbreak of disease may use paid leave, to the extent available, or unpaid leave. This covers medical inability and objections to vaccinations. Employees suffering from an underlying condition that prevents them from being vaccinated may request shared leave.

## Part VIII – Section 1 GRIEVANCE PROCEDURES

### 8.1 Definitions

"Grievant" shall mean an employee or group of employees or the Association. "Grievance" shall mean a specific complaint filed in writing by a certificated employee wherein it is alleged that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement between the District and the Association and the policies, rules, regulations, and procedures of the evaluation procedure and administrative directives. No grievance shall be filed relating to the content of written evaluation, nonrenewal, discharge, adverse effect, or any Board action relating thereto. "Certificated employee," "employee," and "Association" shall have the same meaning as defined in the "Exclusive Recognition" section of this Agreement.

### 8.2 Limitations

Within thirty (30) working days after the grievance is discovered or reasonably should have been discovered, the employee must initiate the grievance procedure as herein set forth. The absence of language herein concerning any requirement by a grievant to exhaust his/her administrative remedies does not mean to suggest that such rule or law or legal requirement has been advocated or waived.

### 8.3 Rights to Representation

A. At least one (1) Association representative may be present for any meetings, hearings, appeals, or other proceeding relating to grievance which has been formally presented. If in the judgment of the Association a grievance affects a group of employees or the

Association, the Association may initiate and submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Section 6, Step 2. The Association may process such a grievance through all levels of the procedure even though there is no individual or aggrieved person who wished to do so. Class grievances involving more than one (1) supervisor and grievances involving the administrator above the building level may be filed by the Association at Section 6, Step 2.

B. In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Section 6, Step 2.

## 8.4 Individual Rights

A. Nothing contained in this section or elsewhere in this Agreement shall be construed to prevent any individual from presenting or processing a grievance and having it adjusted without intervention or representation by the Association if the judgment is not inconsistent with the terms of this Agreement.

B. A grievant involved in any step may be represented at all stages of the grievance procedure, except arbitration, by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any competing teacher organization. When the grievant is not represented by the Association, the Association shall have the right to be present at all stages.

## 8.5 Informal Procedure

The employee must present his/her grievance to his/her immediate supervisor and those parties shall make every effort to resolve the problem at that time. If the parties are unable to resolve the problem in that informal manner, the grievant may institute the formal procedure as set forth below in Section 6.

## 8.6 Formal Procedure

### Step 1: Immediate Supervisor

If the employee wishes to initiate the formal grievance procedure, he/she must present his/her grievance in writing (Appendix 12) within ten (10) working days of the informal procedure to his/her immediate supervisor who will arrange a meeting to take place within ten (10) working days after receipt of the grievance. The grievant and/or the Association and the supervisor may be at the meeting. The supervisor shall provide the aggrieved party and the Association a written decision to the grievance stating rationale for the decision within ten (10) working days after the final conference.

**Step 2: Superintendent**

If the grievant is not satisfied with the disposition of his/her grievance at Step 1, or if no decision has been rendered within ten (10) working days after final conference of the grievance, then the grievance may be referred to the superintendent or his/her official designee. The grievant shall have ten (10) working days from the date of the supervisor's written response at Step 1 to file a grievance at Step 2. The superintendent shall arrange for a hearing with the grievant and/or the Association to take place within ten (10) working days of his/her receipt of the appeal. Upon conclusion of the hearings, the superintendent will have ten (10) working days to provide his/her written decision, together with the reasons for the decision to the Association and the grievant.

**Step 3: Outside Mediator**

By mutual agreement prior to Arbitration the parties may agree to request mediation through the Public Employment Relations Commission.

**Step 4: Arbitration**

A. If the grievance has not been adjusted to the satisfaction of the grievant at Step 2 concerning provisions contained in this Agreement, within ten (10) working days after receipt or ten (10) working days after the due date for receipt of the decision at Step 2, the grievance may be submitted by the Association to final and binding arbitration. Such arbitration shall be conducted by an arbitrator under the rules and administration of the American Arbitration Association. During this arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds not previously disclosed to the other party in Steps 1 and 2.

B. Each party shall bear the full costs for its side of the arbitration and will pay one-half of the costs for the arbitrator and the American Arbitration Association administration. The arbitrator shall have no power to make awards contrary to state or federal laws.

8.7 **Witnesses and Reprisals**

Each side in any grievance hearing may have present individuals who will provide relevant information they may have to aid the grievant and/or the District administration in the adjustment of the grievance with full assurance that no reprisal will follow by reason of their involvement in the grievance hearing.

8.8 **Cooperation of Board and Administration**

The Board and the administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association with such information as is requested within ten (10) working days after the request is received for the processing of any grievance.

8.9 **Release Time**

It will be the practice of all interested parties to process grievances after the regular work day or at other times which do not interfere with assigned duties; provided, however, that upon mutual agreement by the grievant and the person or persons by whom the grievance is being processed, proceedings may be held during the regular working hours and the grievant and the appropriate participants and representatives will be released from assigned duties without loss of pay.

8.10 **Grievance Forms**

Forms for filing and processing grievances are in the contract under Appendix 12. The building representatives and secretary will have copies of the contract available.

8.11 **Grievance Files**

All documents, communications, and records dealing with the processing of grievances shall be maintained in a file separate from the grievant's personnel file.

# Notice of Refusal for Union Representation

Meeting Purpose:

Union Representation has been offered and declined on (date):

Employee Printed:

Employee Signature:

Supervisor Printed:

Supervisor Signature:

## Appendix II - Seven Tests of Just Cause

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

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

**Notice:** "Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee's disciplinary conduct?"

**Reasonable Rule or Order:** "Was the District's rules or managerial order reasonably related to a/the orderly, efficient, and safe operation of the District's business and b/the performance that the District might properly expect of the employee?"

**Investigation:** "Did the District, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?"

**Fair Investigation:** "Was the District's investigation conducted fairly and objectively?"

**Proof:** "At the investigation, did the 'judge' obtain substantial evidence or proof that the employee was guilty as charged?"

**Equal Treatment:** "Has the District applied its rules, orders, and penalties even-handedly and without discrimination to all employees?"

**Penalty:** "Was the degree of discipline administered by the District in a particular case reasonably related to the following:

A. The seriousness of the employee's proven offense, and
B. The record of the employee in his service with the District?

The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

# Annual Summary - 2015/16

Educator: [redacted] • Level/Year: Focused - Year 3 •

*Primary Evaluator:* [redacted]

| | Mini Observation / Walk Through | Observation 1 | Observation 2 | Final |
|---|---|---|---|---|
| Criterion 1 - Centering on high expectations for student achievement | | | | |
| 1.1 Establishing a Culture for Learning (2b) | | | | |
| 1.2 Communicating with Students (3a) | | | | |
| NOTES | | | | |
| 1.3 Engaging Students in Learning (3c) | | | | |
| Criterion 2 - Demonstrating effective teaching practices | | | | |
| 2.1 Using Questioning and Discussion Techniques (3b) | | | | |
| 2.2 Reflecting on Teaching (4a) | | | | |
| Criterion 3 - Recognizing individual student learning needs and developing strategies to address those needs. | | | | |
| 3.1 Demonstrating Knowledge of Students (1b) | | | | |
| 3.2 Demonstrating Flexibility and Responsiveness (3e) | | | | |
| 3.1 Establish Student Growth Goal(s) | | | | |
| 3.2 Achievement of Student Growth Goal(s) | | | | |
| Criterion 4 - Providing clear and intentional focus on subject matter content and curriculum. | | | | |
| 4.1 Demonstrating Knowledge of Content and Pedagogy (1a) | | | | |
| 4.2 Setting Instructional Outcomes (1c) | | | | |
| 4.3 Demonstrating Knowledge of Resources (1d) | | | | |
| 4.4 Designing Coherent Instruction (1e) | | | | |
| Criterion 5 - Fostering and managing a safe, positive learning environment | | | | |
| 5.1 Creating an Environment of Respect and Rapport (2a) | | | | |

*Add Notes...*

| | |
|---|---|
| Preliminary Summative Rating | |
| Student Growth Impact | |
| Final Summative Rating | |
| Require Student Growth Inquiry | No |
| Require Plan of Improvement | No |

The appraisal is based on a minimum of one goal-setting conference, observation(s) as required by law and one evaluation conference.

90 Day Observation Standard Observation Final Evaluation

It is the judgment of this evaluator based upon the adopted criteria that this teacher's summative performance rating for the current school year is

Unsatisfactory
Basic
Proficient
Distinguished

Prepared by: Date:

Certificated Employee: Date:

The certificated employee's signature indicates that he/she has read and discussed the evaluation in a conference with the administrator. The employee may submit an addendum to this evaluation report.

Appendix 3

**Memo: Provisional Support Plan**

Re:
Site:
Job Assignment:
Date:

Plan Development Team:

Areas of Concern (Align w/ TPEP or CSP Criterion-List as Needed):

1.
2.
3.

Supports/Modifications to be Implemented (3 Minimum):

1.
2.
3.

*Note: Recommended considerations include: professional development, peer support, mentoring/coaching, peer observations, and specific strategies designed to improve standards.

Timelines of Review (2 Minimum):

1.
2.

| Criterion | Corrective Action Expected: Specific Changes to be Made | Timeline | Data Collection Examples: Criteria for measuring progress | Supports or Resources |
|---|---|---|---|---|
| **Criterion 1: Instruction on high expectations for student achievement** | | | | |
| 2b: Establishing a Culture for Learning | | | | |
| 3a: Communicating with Students | | | | |
| 3c: Engaging Students in Learning | | | | |
| **Criterion 2: Demonstrating Effective Teaching Strategies** | | | | |
| 3b: Using Questioning and Discussion Techniques | | | | |
| 4a: Reflecting on Teaching | | | | |
| **Criterion 3: Recognizing Individual student learning needs and developing strategies to address those needs** | | | | |
| 1b: Demonstrating Knowledge of Students | | | | |
| 3e: Demonstrating Flexibilty and Responsiveness | | | | |
| SG 3.1: Establishing Student Growth Goal(s) | | | | |
| SG 3.2: Achievement of Student Growth Goal(s) | | | | |
| **Criterion 4: Providing clear and Intentional focus on subject matter content and curriculum** | | | | |
| 1a: Demonstrating Knowledge of Content and Pedagogy | | | | |
| 1c: Setting Instructional Outcomes | | | | |
| 1d: Demonstrating Knowledge of Resources | | | | |
| 1e: Designing Coherent Instruction | | | | |
| **Criterion 5: Fostering and Mangaing a safe, positive learning environment** | | | | |
| 2a: Creating an Environment of Respect and Rapport | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Review Date 2: | | Progress Notes: | | | |
| | | | | | |
| Summative Evaluation Date (40 Days from Initiation): | | Evaluative Statement w/Attached Evaluation: | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Appendix 5 | |

Battle Ground School District #119

**Evaluation Report**
**Certificated Support Personnel (CSP)**

**TYPE OF EVALUATION**
_X_ Annual
___ 90-Day
___ Other

Name:
Schools:
Assignment:
Date:

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

_____
Supervisor's Signature

This evaluation is based in whole or in part, upon observations for the purpose of evaluation which occurred on the dates and for the duration indicated as follows:

_____

**Knowledge and Scholarship in Special Field:**

**Specialized Skills:**

**Management of Special and Technical Environment:**

**Professionalism:**

**Involvement in Assisting Students, Parents, and Educational Staff:**

_____

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings.

**Date:**_____ **Staff Member:**_____

# Battle Ground School District
## Annual Evaluation Report
## Certificated Support Personnel (CSP)
Short Form

Name _____ Date _____

School/Location _____ Yrs of Experience _____

Position _____ Yrs in BGSD _____

Purposes of evaluation in order of priority:

- to improve the professional performance of the employee.
- to let the employee know how he/she is getting along on a regular basis.
- to specifically inform the employee of ways in which he/she can improve.
- to identify specific training needs of an employee.

The summary conclusions set forth below are based on the recognized specific minimum evaluation criteria categories as provided by law.

This EVALUATION REPORT covers the period _____ to _____
and performance on all criterion (CHECK ONE):

☐ has been satisfactory ☐ has not been satisfactory

**INSTRUCTIONS**: If the evaluator marked "has not been satisfactory" above, and the employee has received significant exceptions that are below an acceptable level of performance in any of the criterion listed on the OBSERVATION REPORT form during this report period, the evaluator is to specify below those identified areas.

**CHECK THE APPROPRIATE BOX IF SIGNIFICANT EXCEPTIONS ARE OBSERVED:**

☐ Criterion 1: Knowledge & Scholarship in Special Field
☐ Criterion 2: Specialized Skills
☐ Criterion 3: Management of Special & Technical Environment
☐ Criterion 4:-Professionalism
☐ Criterion 5: Involvement in Assisting Students, Parents, and Educational Staff

If an exception(s) was marked above, explicitly specify the nature of the exception(s) and the recommendation(s) for improvement. The assistance being offered to help the employee must be noted: (Attach separate sheet if more space is needed)

No exceptions noted.

Specify the special commendation, citing strengths, talents or special activities that should be included as part of the official record that would distinguish this educator's performance from that of other employees in his/her job classification; i.e. superior qualities. An individual may request that specific events, talents, and achievements that occurred during the report period be recognized in this space by his/her evaluator. (Attach separate sheet if more space is needed.)

This report, including attachments as noted, is based on observations made on:

Date(s) _____ Location(s) _____

Length of Observation(s) _____ attach observation report(s)

Signature of Evaluator _____ Date May _____

I have read and discussed this evaluation with my evaluator. I do ___ do not ____ accept it as an accurate account of my services. An additional statement is ____ is not ____ attached or will be submitted to the Office of Human Resources within ten (10) working days with a copy to the evaluator.

Signature of the Evaluatee _____ Date _____

| Certificated Support Personnel-Evaluation Critera | Corrective Action Expected: Specific Changes to be Made | Timeline | Data Collection Examples: Criteria for measuring progress | Supports or Resources |
|---|---|---|---|---|
| **A. Knowledge aand Scholorship in Special Field** | | | | |
| 1. Possess and maintain up-to-date understanding and competence in the CSP specialy area. | | | | |
| 2. Demonstrate understanding of the basic principles of human growth and development. | | | | |
| 3. Demonstrate awarenes of personal limitations and have ability and knowledge to make approriate referrals. | | | | |
| 4. Relate and apply knowledge, research findings and theory deriving from the CSP's discipline to the development of an appropriate program of service. | | | | |
| 5. Demonstrate ability to intergrate specialty area into school milieu. | | | | |
| **B. Specialized Skills** | | | | |
| 1. Design and conduct a program providing specific and unique services within the CSP's discipline. | | | | |
| 2. Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student. | | | | |
| 3. Demonstrate ability and skill to develop, select, supervise, administer, and interpret assessment procedures and instruments appropriate to the CSP specialty area. | | | | |
| 4. Administer assessment procedures to or organize and prepare those who will administer assessment procedures. | | | | |
| 5. Demonstrate ability to assist teachers and administrators in integrating specialized information into the regular and/or special curricular program. | | | | |
| 6. Develop goals and objectives which will facilitate the implementation of programs and services. | | | | |
| **C. Management of Special and Technical Environment** | | | | |
| 1. Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs. | | | | |
| 2. Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc. | | | | |
| 3. Use comparative and interpretive data. | | | | |
| 4. Create an environment/program which is compliant with regulatory procedures/requirements and which provides privacy and protects student and family information as mandated by code of ethics, federal and state regulations, and local school district policies and procedures. | | | | |
| 5. Properly prepare materials, equipment, the classroom, and/or work station. | | | | |

# Battle Ground Public Schools

## Department of Technology Services

Mailing Address: PO Box 200 • Battle Ground WA 98604-0200
(360) 885-5307 • Fax (360) 885-5303

### USE OF PERSONAL DEVICE FOR STAFF

Technology Services is happy to announce that we are now able to allow staff to connect their personal devices to the district's network. This service is **only** open to district employees. At this time, we have not opened this service to students. Stay tuned.

Staff wishing to connect their personal devices must complete and return the attached waiver before we can enable them to use district networking. Please read the waiver carefully and the expectations contained in that document. Staff may **not** use their login accounts to connect any other user's device, whether that be staff, student, or parent. All personal use of the district's network must adhere to existing district policies and procedures.
**The staff member understands that technical support will not be provided for personal devices. Staff must take full responsibility for setting up and maintaining the device.**

Below you will see links with basic tips for connecting your devices. **Please note:** Beyond these documents, we are not able to support personal devices in any way.

iOS

Apple iOS Guidelines

Android

**Battle Ground Public Schools**
**Special Supplemental Contract Days**
**Application**

According to the BGEA contract, Section F, under Supplemental Contracts, Part IV – Section 9:

G. Special Supplemental Days: A certificated employee with five (5) years of experience in the Battle Ground School District may apply to the Superintendent for extra duties in the Battle Ground School District. By November 1, each individual who is qualified may submit an application (Appendix 10) available electronically to the Superintendent (or designee) for the activity. The decision will be made by December 1.

The decision of the Superintendent (or designee) regarding the funding of the activity is final. That decision will be based upon compliance with activities 1- 6 listed below. There will be a maximum of One Thousand Two Hundred Dollars ($1200) for each individual's activity each year. An educator will be eligible for this supplemental activity two (2) times during his/her tenure with the Battle Ground School District. The total number of approved contracts each year will not exceed sixteen (16). If all 16 contracts are not awarded in the fall, a second round of application will be accepted until February 1 and will be awarded on March 1.

The following are suggestions for activities, but any activity that benefits students will be considered. Activities will be funded at the individual's hourly rate. Activities must provide services which are beyond their normally described duties.

1. Researching building concerns
2. Used as a consultant
3. Mentoring
4. Curriculum development
5. Develop and teach a class for Battle Ground teachers
6. Any other project mutually agreed to

Please return this form and proposal to:
Director of Human Resources by May 15th

## Battle Ground Public Schools
## REQUEST FOR SABBATICAL LEAVE

**Name:** _____ **Date:** _____

You must select at least 1 semester for your sabbatical leave from the academic year:

Fall _____ Spring _____

Please consider my request for sabbatical leave based on the attached proposal. I have read and understand the provisions of the current CBA. Should the Board of Trustees grant this leave, I will fulfill my obligations in compliance with my proposal, the contract, and the administrative regulations.

_____

Signature of Applicant Date

**Proposed replacement for sabbatical leave recipient:**

_____ I will require a replacement during my absence.

_____ I do not require a replacement during my absence.

**Recommended:**

| | | | |
|---|---|---|---|
| _____ | _____ | _____ | _____ |
| Chair, Sabbatical Leave | Date | BGEA President | Date |
| _____ | _____ | | |
| Superintendent-President | Date | | |

Approved and Authorized by the Board of Trustees: _____

# BATTLE GROUND EDUCATION ASSOCIATION GRIEVANCE

## COMPLAINT BY THE AGGRIEVED

**Type or Print:**

**Aggrieved Person:** _____

**Date of Formal Presentation:** _____

**Address of Aggrieved:** _____

**Telephone:** _____

**Position:** _____

**Association Representative:**

_____

**STATEMENT OF THE GRIEVANCE:**

**APPLICABLE AND VIOLATED SECTIONS OF THE COLLECTIVE BARGAINING AGREEMENT:**

We grieve these and any other contract provisions, policies, rules, procedures, practices, and decision which may apply.

**RELIEF SOUGHT:**

1.
2.
3. Any and all remedies deemed appropriate by an arbitrator.

_____ _____

**Signed on behalf of the aggrieved** **Date**

TA Salary Schedule with TRI Structure %, September 15
2018-19

Total Compensation Base + TRI

| Step | BA | BA + 15 | BA + 30 | BA + 45 | BA + 90 / MA | MA + 45 | MA + 90 / PhD |
|---|---|---|---|---|---|---|---|
| 0 | 48,593 | 50,051 | 51,553 | 53,099 | 56,285 | 59,662 | 63,242 |
| 1 | 49,803 | 51,297 | 52,836 | 54,421 | 57,686 | 61,148 | 64,816 |
| 2 | 51,043 | 52,574 | 54,151 | 55,776 | 59,123 | 62,670 | 66,430 |
| 3 | 52,314 | 53,883 | 55,500 | 57,165 | 60,594 | 64,230 | 68,084 |
| 4 | 53,616 | 55,225 | 56,881 | 58,588 | 62,103 | 65,829 | 69,779 |
| 5 | 54,951 | 56,599 | 58,297 | 60,046 | 63,649 | 67,468 | 71,516 |
| 6 | 56,319 | 58,009 | 59,749 | 61,541 | 65,234 | 69,148 | 73,297 |
| 7 | 57,721 | 59,453 | 61,236 | 63,073 | 66,858 | 70,869 | 75,121 |
| 8 | 59,158 | 60,933 | 62,761 | 64,644 | 68,522 | 72,634 | 76,992 |
| 9 | | 62,450 | 64,323 | 66,253 | 70,228 | 74,442 | 78,908 |
| 10 | | | 65,925 | 67,902 | 71,977 | 76,295 | 80,873 |
| 11 | | | | 69,593 | 73,768 | 78,195 | 82,886 |
| 12 | | | | 71,325 | 75,605 | 80,141 | 84,950 |
| 13 | | | | | 77,487 | 82,136 | 87,065 |
| 14 | | | | | 79,416 | 84,181 | 89,232 |
| 15 | | | | | 81,394 | 86,277 | 91,454 |
| 16 | | | | | 83,420 | 88,425 | 93,731 |

Base Salary

| Step | BA | BA + 15 | BA + 30 | BA + 45 | BA + 90 / MA | MA + 45 | MA + 90 / PhD |
|---|---|---|---|---|---|---|---|
| 0 | 46,625 | 48,023 | 49,464 | 50,948 | 54,005 | 57,245 | 60,680 |
| 1 | 47,785 | 49,219 | 50,696 | 52,216 | 55,349 | 58,670 | 62,191 |
| 2 | 48,975 | 50,444 | 51,958 | 53,516 | 56,727 | 60,131 | 63,739 |
| 3 | 50,194 | 51,700 | 53,251 | 54,849 | 58,140 | 61,628 | 65,326 |
| 4 | 51,444 | 52,987 | 54,577 | 56,214 | 59,587 | 63,162 | 66,952 |
| 5 | 52,725 | 54,307 | 55,936 | 57,614 | 61,071 | 64,735 | 68,619 |
| 6 | 54,037 | 55,659 | 57,328 | 59,048 | 62,591 | 66,346 | 70,327 |
| 7 | 55,383 | 57,044 | 58,755 | 60,518 | 64,149 | 67,998 | 72,078 |
| 8 | 56,761 | 58,464 | 60,218 | 62,025 | 65,746 | 69,691 | 73,873 |
| 9 | | 59,920 | 61,717 | 63,569 | 67,383 | 71,426 | 75,712 |
| 10 | | | 63,254 | 65,152 | 69,061 | 73,204 | 77,597 |
| 11 | | | | 66,774 | 70,780 | 75,027 | 79,528 |
| 12 | | | | 68,436 | 72,542 | 76,895 | 81,508 |
| 13 | | | | | 74,348 | 78,809 | 83,538 |
| 14 | | | | | 76,199 | 80,771 | 85,617 |
| 15 | | | | | 78,096 | 82,782 | 87,749 |
| 16 | | | | | 80,040 | 84,843 | 89,933 |

TRI Schedule represents 4.22% of Base Pay which includes 3 Start-Up and 1 Professional Learning Day

| Step | BA | BA + 15 | BA + 30 | BA + 45 | BA + 90 / MA | MA + 45 | MA + 90 / PhD |
|---|---|---|---|---|---|---|---|
| 0 | 1,969 | 2,028 | 2,088 | 2,151 | 2,280 | 2,417 | 2,562 |
| 1 | 2,018 | 2,078 | 2,140 | 2,205 | 2,337 | 2,477 | 2,626 |
| 2 | 2,068 | 2,130 | 2,194 | 2,260 | 2,395 | 2,539 | 2,691 |
| 3 | 2,119 | 2,183 | 2,248 | 2,316 | 2,455 | 2,602 | 2,758 |
| 4 | 2,172 | 2,237 | 2,304 | 2,373 | 2,516 | 2,667 | 2,827 |
| 5 | 2,226 | 2,293 | 2,362 | 2,433 | 2,579 | 2,733 | 2,897 |
| 6 | 2,282 | 2,350 | 2,421 | 2,493 | 2,643 | 2,801 | 2,969 |
| 7 | 2,338 | 2,409 | 2,481 | 2,555 | 2,709 | 2,871 | 3,043 |
| 8 | 2,397 | 2,468 | 2,543 | 2,619 | 2,776 | 2,943 | 3,119 |
| 9 | | 2,530 | 2,606 | 2,684 | 2,845 | 3,016 | 3,197 |
| 10 | | | 2,671 | 2,751 | 2,916 | 3,091 | 3,276 |
| 11 | | | | 2,819 | 2,988 | 3,168 | 3,358 |
| 12 | | | | 2,890 | 3,063 | 3,247 | 3,441 |
| 13 | | | | | 3,139 | 3,327 | 3,527 |
| 14 | | | | | 3,217 | 3,410 | 3,615 |
| 15 | | | | | 3,297 | 3,495 | 3,705 |
| 16 | | | | | 3,379 | 3,582 | 3,797 |