

**MASTER CONTRACT  
LAKE QUINAULT SCHOOL DISTRICT  
& THE QUINAULT EDUCATION  
ASSOCIATION**

**SEPTEMBER 1, 2017**

**THROUGH**

**AUGUST 31, 2020**

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## **PREAMBLE**

This collective bargaining agreement is entered into between the Board of Directors on behalf of the Lake Quinault School District No. 97, Amanda Park, Grays Harbor County, Washington,

herein referred to as the "Board" or "District" and the Quinault Education Association, herein referred to as the "Association".

The QEA is affiliated with Washington Education Association (WEA) and the National Education Association (NEA).

## **Article I Recognition**

The District recognizes the Quinault Education Association as the exclusive bargaining agent pursuant to 41.59 Revised Code of the State of Washington for all nonsupervisory certificated personnel employed by the Board under contract or on authorized leave.

Such representation shall exclude substitute teachers, superintendent and principals, Johnson-O'Malley positions and certificated employees hired by the ESD 112 Special Education Cooperative..

Unless otherwise indicated, the term "certificated employee" or "employees" shall refer to all employees in the unit for bargaining as defined above.

## **Article II Association Rights**

The Association shall have the right to use the district's computers, printers, and other media and office equipment for internal use only. Such equipment may be used provided it is not otherwise in use by the District. The Association agrees to provide all its own consumable supplies or reimburse at cost for activities that are solely for members use or benefit (i.e. Association Awards, parties, etc.)

The Association and its representatives may use District buildings for meetings and to transact Association business during nonworking hours. The Association President or Vice President shall check with the building administrator to assure there is no conflict because of a previously scheduled meeting.

The Association shall have the privilege to post notices of activities and matters of Association concern on existing bulletin boards in areas designated for teacher use, such as teachers' lounge and work rooms, but not in areas open to the public or students. The District, however, will not assume responsibility for notices posted.

The District shall provide to the Association a list of employees, their rate of pay, length of contract, and extra duty assignment upon request each school year.

### **Section 1- Access and Association Business**

Duly authorized representatives of the Association, after notification of their presence to the superintendent and after observing contract regulations for school visitors as contained in Article IV, Section 1, as applicable shall have access to the District premises during business

hours to transact business, provided that the Association representative(s) will not in any way hamper or obstruct the employee(s) normal work.

### **Section 2 Availability of Information**

The District shall furnish the Association copies of any and all requested public documents pertaining to the District within five (5) working days of request at cost.

### **Section 3 Association Grievance Representatives**

When mutually scheduled by the District and the Association to participate during working hours in negotiations and grievance processing, the Association representatives will suffer no loss in pay.

### **Section 4 Association Privileges**

Throughout this collective bargaining agreement, certain rights, privileges and actions are accorded and ascribed to the Association. These rights, privileges and actions shall be respected and shall not be contravened by the District.

### **Section 5 Membership Dues**

The Association shall provide an automatic payroll authorization for each employee. The employee may sign and deliver such authorization to the Association during the enrollment period at the beginning of the school year.

The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of prorated annual dues and/or fees shall be supplied to the District payroll office by the Association to determine monthly dues and/or fees deductions.

### **Section 6 Representation Fee**

No member of the bargaining unit will be required to join the Association. However, any employee in the bargaining unit, but not a member of the Association, shall pay a representation fee equivalent to the dues of the Association less the amount required for political contributions.

### **Section 7 - Association President Release Time**

In recognition of the time the Association President spends on Association business and to further support the members and any community outreach the members engage in. The District agrees to providing release time to the Association President so that they can participate in the quarterly administration meetings, coordinate community outreach, and take care of Association business. The Association President is required to secure grants or funding before any release time is provided.

## **ARTICLE III - EMPLOYEE RIGHTS**

### **Section 1 - Nondiscrimination Clause**

The private and personal life on any employee is not within the appropriate concern or attention of the employer unless it affects the job performance of the employee. The provisions of the agreement shall be applied and administered without discrimination on the basis of race,

religion, sex, ethnic origin, age, handicap status, Association activity or lack thereof, or political activity or lack thereof.

### **Section 2 - Right to Due Process**

- A. None of the following prohibits a school officer or administrator from discussing with a teacher or school employee infractions of school policy or practices of delinquency in professional performance. All disciplinary actions, and/or professional disagreements between an employee and school officers or administrators shall be handled in a confidential and discreet manner. This article shall serve as a protection for employee(s) against arbitrary and unreasonable discipline by the employer.
  
- B. No employee shall be disciplined without just cause. Just cause shall follow these procedures: (1) Verbal warning given to employee, (2) warning must be backed by rule(s) or written policy(s) that are provided to the employee at the time of the warning, (3) said rule(s) or policy(s) must be reasonable, (4) said rule(s) and policy(s) shall be consistently enforced, (5) if employee discipline is to occur it must be preceded by fair investigation, (6) employee discipline must be supported by substantial evidence, (7) penalty given to the employee shall be an appropriate response to the behavior.

### **Section 3 - Academic Freedom**

- A. 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. Academic freedom shall also include the grading of student performance. Grading shall be made with a clearly defined system designed by the teacher, any educational specialists involved, and without undue intervention by the administration or Board and within school policy. The employee determining the academic standing of a student shall be the one whose name appears on the report card.
  
- B. Controversial issues shall be handled as they arise in the classroom and shall not be avoided in order to restrict or restrain the academic freedom of either the employee or the student. The student and the employee alike may initiate discussion of a controversial issue related to the instructional objectives of the class and provide material relevant to the discussion and appropriate to the majority of the group. In the presentation of all controversial issues, every effort will be made to effect a balance of biases, divergent points of view, and opportunities for exploration by the students into all sides of the issue.
  
- C. Academic freedom as defined herein will be guaranteed to the employees covered by this Agreement; however, this guarantee will not supersede the rules and regulations of the District, the State Superintendent of Public Instruction, the State Board of Education and state statute. Employees subject to this Agreement must be free to think and express ideas. Such freedom is not acceptable when:
  - 1) A teacher seeks to advance personal views on political, religious, or current controversial issues.
  - 2) The topic and material used are not appropriate to the maturity level and intellectual ability of the students.

- 3) A teacher's statements are libelous, slanderous, or which in any way violates the civil rights of others.
- 4) Teachers fail to confine their classroom activity to those subjects for which they have been employed.

#### **Section 4 Personnel Files**

Employees shall have the right to inspect all contents of their complete personnel files kept within the District as well as non-confidential employment references transmitted by their employee after making an appointment with the Superintendent or District Business Manager. Upon request, a copy of any documents contained therein shall be afforded the employee at the employee's expense. No secret, duplicate, alternate or other personnel file shall be kept anywhere by the District.

Anyone, at the employee's request, may be present at this review.

Each employee's personnel file shall contain the following minimum items of information: the employee's annual evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records, and FBI Background Check documentation.

The employer will notify the employee of any derogatory material, making any reference to an employee's competence, character, or manner that he/she places in the personnel file. Said notice shall be within five (5) days of such placement. The employee shall have the right to attach his/her own written comments. The employee shall acknowledge that he/she has read such material by affixing his/her signature and the date of the actual copy to be filed with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content.

Any derogatory statements from nonprofessional sources will not be placed in the personnel file until after a thorough investigation has been made by the employee's supervisor. If the facts of the statement cannot be substantiated, the material will not be included in the file. If the supervisor feels the facts are substantiated, an account of his/her investigation and finding will be included with the statement. The employee will be notified of such inclusion in the personnel file.

Upon request by the employee, the superintendent or his/her official designee shall sign an inventory sheet to verify contents of the personnel file at the time of inspection by said employee.

#### **Section 5 Complaints Against Employees**

Most complaints can be resolved by informal discussions between parents/citizens and employee(s). Therefore, the District Administration shall take whatever measures needed to direct complainants to the affected employee. Should a conference of this type not be arranged the principal shall attempt to resolve the issue through a conference with the employee and complainant with an attempt to mediate a resolution. Regardless of the outcome of the above, no disciplinary action shall be taken until the employee has been afforded the opportunity to represent his/her position in writing to the principal and the Association President.

## **Section 6 Staff Protection**

- A. Liability Insurance - The District, in accordance with RCW 28A.58.425 28A.400.370, provides liability insurance and agrees to maintain at least the present level of coverage for the duration of this Agreement. Employees should contact their immediate supervisor for procedures.
  
- B. Personal Property Insurance - The employer, in accordance with RCW 28A.58.425, provides personal property insurance and agrees to maintain the present level of coverage for the duration of this Agreement. Employees should contact their immediate supervisor for procedures. The Board shall provide insurance for any clothing or other personal property damaged, destroyed or stolen as provided by RCW 28A.400.370. The District shall provide the primary coverage and pay any deductible. However, any personal items in excess of \$500 in replacement value used for educational instruction shall not be covered unless the employee has written authorization from the Superintendent to have the property at school.
  
- C. Workers Compensation - The employer agrees to insure all regular full-time certificated employees, as required under RCW Chapter 51, the Washington State Industrial Insurance Act (workmen's compensation). Furthermore, the employer agrees to the following:
  - 1) The employee shall file an application for workers' compensation in accordance with state law for a period of absence from work due to injury or occupational disease resulting from employment.
  - 2) An employee may elect to receive only time-loss compensation rather than utilize any available sick leave credits. The employee shall make such option known to the district.
  - 3) Should an employee elect to receive both time-loss compensation, and paid sick leave, sick leave credits may be used only to the following extent: total number of hours which would have been charged to sick leave, minus number of hours at regular salary for which payment was made by the worker's compensation fund.
  - 4) Should any employee apply for time-loss compensation and the claim is later denied, sick leave may be used for the absence in accordance with other provisions of this section.

## **Section 7 Safe Working Conditions**

The District agrees to insure non-hazardous working conditions within the District's facilities insofar as funds permit. The District also agrees to abide by all federal, state and local statutes, rules and regulations to insure a clean and safe environment.

## **ARTICLE IV - INSTRUCTION**

### **Section 1 - Classroom Visitation**

To provide patrons of the District the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:



- A. All visitors to the school and/or classroom—will report to the principal's office to announce their presence. The principal, principal designee, or secretary will contact the teacher to arrange the time of the visit.
- B. The principal will afford the teacher the opportunity to confer with the classroom visitor before and/or after the visitation.
- C. If visitors arrive unannounced, the teacher shall immediately notify the principal or principal designee.
- D. In the administration of this provision it is understood that the employer will make every reasonable effort to comply with it, but if a patron fails to confer with the employee or employer the employee will incur no liability under this agreement.
- E. In the event an employee wishes to invite a guest into the classroom, the employee shall seek the permission of the principal at least one day before the visitation.

## **Section 2 - Student Discipline**

The District shall expect acceptable behavior on the part of all students who attend schools in the District. Discipline shall be enforced fairly and consistently.

The District shall support and uphold certificated employees in their efforts to maintain discipline in the District. The authority of employees to use prudent disciplinary measures is acknowledged by staff and administration for the safety and well being of students and employees.

The District shall support and uphold certificated employees in the exercise of authority by an employee to control and maintain order and discipline. The authority of employees to use prudent disciplinary measures is acknowledged by staff and administration for the safety and well being of students and employees. At no times will any staff or administration member use corporal punishment. Corporal punishment is defined as “any punishment used with the intention of causing some degree of pain or discomfort.”

Each teacher shall be advised of any complaint from an identifiable source made to the principal or other school district administrator regarding the teacher's discipline of students. The teacher shall be given the opportunity to present his/her version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged.

By September 1, the staff and principal will review their building disciplinary plan and current teacher and student rights handbooks to include procedures to be followed in the case of verbal or physical assault on employees by non-students. All teachers shall be notified before any student is admitted into a class after having committed physical or verbal assault upon any teacher or if the student has a known, documented history of violent or threatening behavior. At the request of the teacher(s), the principal or designee and the teacher shall develop a plan of action for behavior improvement and specific behavior expectations. In addition, any

teacher may request a similar plan of action for any chronically disruptive student.

A copy of all written discipline procedures will be provided each employee.

Any employee, who is threatened with physical harm by any person or group while carrying out assigned duties, shall immediately notify the administration. Immediate steps shall be taken by the administration in cooperation with the employee to provide for the employee's safety. Steps may include but are not limited to notifying law enforcement, providing legal counsel and/or other earnest efforts.

Employees shall have the right to exclude a violent student from their classroom for the balance of any class period. Such student may not be returned to that classroom without a conference between the employee(s), the student, the principal and, if appropriate, the parent or guardian of the student; and until a satisfactory program has been established to prevent reoccurrence, to assure health and safety of everyone involved, and that mutually satisfies problem.

The District shall print the following notice in the student handbook: "It is a misdemeanor for an individual to physically or verbally abuse, intimidate, or interfere with an employee of this school within the performance of such employee's duties. If students willfully or maliciously damage or destroy school or employee property, their parents and guardians shall be held liable for such damages."

All provisions of this section are in effect upon implementation of student discipline consistent with federal law, state law and district policy.

### **Section 3 - Additional Classes/Individual Student Coursework**

There will be a limit of one additional class being added to any secondary school teachers schedule per semester. This applies to having two classes at the same time. Administration can request teachers to provide students with extra independent study class(es) that require minimal monitoring and grading, but teachers are under no obligation to grant this request.

## **ARTICLE V - EMPLOYEE RESPONSIBILITY**

### **Section 1 - Length of Workday**

- A. The 1.0 FTE employee's workday shall be seven and one-half (7 1/2) hours a day including a thirty-minute duty free lunch period. Employees shall be at school and available to pupils and patrons thirty (30) minutes before and after the school day. An employee with less than 1.0 FTE status shall work the equivalent to their FTE status with or without a free lunch period based upon the specific times of day worked. If further duties are required beyond this part-time employee's contracted time, per diem compensation will be given beyond the yearly per diem allowance.
- B. All secondary school (6-12) employees shall have the equivalent of one (1) secondary school class period of uninterrupted preparation time for each instructional contracted

day. All K-5 employees shall have fifty minutes of preparation time of no more than two uninterrupted twenty-five minute segments.

- C. Nothing in this section shall prevent the District from requiring employee attendance at open houses, curriculum fairs, graduations, band/music concerts, spring carnival, or other district organized events.

## **Section 2 Assignment of Regular Employees as Substitutes**

- A. The practice of using regular employed certificated employees as substitutes is discouraged.
- B. Certificated personnel may be assigned to cover classes as substitutes without pay on a limited basis so as to facilitate the effective operation of the school. Limited substitution by certificated personnel is agreeable provided:
  - 1) A teacher is not asked to leave, change, or give up a scheduled class in order to substitute in another class.
  - 2) Limited substitution is defined as no more than two class period substitutions per teacher per week. Except in an emergency situation, the teacher shall receive one school day's advance notice. If a teacher is asked to substitute by an administrator that teacher will be compensated at their per diem rate.
- C. Arrangement for class coverings may be made between teachers after approval by the principal.

## **Section 3 – Supplemental Contracts**

The Senior and Junior Class ASB advisors shall have supplemental contract for their time spent outside of the school day; these and the supplemental contracts for the yearbook advisor, national honor/junior honor society, new teacher mentors etc. shall be based on a percentage of "Base + O". If a position is to be shared then the pay is divided by the number of employees sharing the position. New positions needed will be determined by the district's administration, the pay will be agreed upon by the district superintendent and the QEA President before being posted to the QEA membership. If no QEA member applies, the position will be offer district-wide. By May 1st of each year the Superintendent and QEA President will review supplemental contract positions for the following year. Superintendent has right to determine what positions will be maintained or not depending on needs and funding. If the district has a double enrichment levy failure then all supplemental contracts are suspended till local funding is renewed.

## **Section 4- Individual Employee Contracts**

- A. The District shall issue to each employee a contract as provided for in RCW 28A.67.070. Teaching assignments or change of teaching assignment notification shall be given to each educator, in written form, on or before the last day of school preceding a new contract year. If changes in such assignments are necessitated, the employee involved shall be notified in writing immediately, unless the change occurs during the summer break then the district agrees to notify the employee either in person or by

phone.

- B. Two (2) copies of the individual employee contract, signed by the Superintendent, shall be given to the employee each year for signature. One (1) copy shall be retained by the individual employee at the time of signing the contract; one (1) copy shall be forwarded to the District to be signed by the duly authorized representative of the District and placed in the individual employee's personnel file. One (1) copy of the contract, signed by the employee, shall be returned to the district office within ten (10) working days of receipt.

### **Section 5 - Work Year**

- A. The total length of the regular employee's individual contract shall be in accordance with the state salary schedule, including any extra days that are state funded.
- B. Any employee contracted for hours in excess of the hours assigned regular employees shall receive additional compensation at the per hour rate of the employee's regular contracted yearly salary. Hourly rate is determined by (salary divided by contracted days) divided by 7 hours. ( $HR = (\text{Salary}/180)/7$ ).
- C. The parties agree to meet and confer on the annual school calendar on or before April 1 of each year of the Agreement with the expressed intent to propose a calendar the both Administration and Association can support for Board approval in May of each year.
- D. Emergency staff meetings may be called by the District or members of the association when there is a high need to communicate to the entire staff regarding unplanned, unforeseen events related to national, state, or local emergencies.

### **Section 6 - TRI (Time, Responsibility and Initiative) Days**

All certificated employees will receive two (2) district controlled for SY 2017-2018 mandatory TRI in-service days, one which will take place before the start of the school year and one after the end of the school year. First Year-Provisional employees, i.e. those new to the District, have three (3) mandatory TRI days; two before the start of the school year and one after the end of the school year. Four (4) optional TRI days for educational purposes will also be granted. Of the four (4) optional TRI days, one (1) may be a compilation of hours spent beyond the school day where the employee must return to the worksite at the explicit request of the District, such as open house, music concerts, graduation, spring carnival, etc.

The four (4) optional TRI days are self-directed with administrative approval. The days are designated to promote the professional educational expertise of the individual teacher. To be compensated for a day, each participating teacher shall submit a plan, including a goal, to the building administrator for his/her approval. This plan must relate to district, building, or individual goals leading to instructional improvement. This plan must include the activities specific to the teacher's teaching assignment. Teachers must submit their plans between September 15th and the first school day in May of the current school year, and the activities must be completed by August 31st. Plans may be submitted to payroll upon completion

throughout the year. The deadline for submission for payment is August 10th. Plans that include activities that will be completed between August 10<sup>th</sup> and August 31<sup>st</sup> must be approved by the first school day in May deadline and submitted to payroll by August 10<sup>th</sup> of the current school year.

The deadline for submission for payment is August 1st. Plans that include activities that will be completed between August 1st and August 31st must also be submitted for approval by the first school day in May and must be submitted for payment by August 1st of the current school year as long as the activity will be completed by August 31st. Any TRI day forms that are submitted after the August 1st deadline will count towards the teachers TRI days in the new school year and will not be paid until the end of September.

Compensation for approved TRI days will be calculated at the teacher's per diem rate for the school year that the plan was approved.

### **Section 7 - Career and Technical Education (CTE) TRI Days**

Teachers holding a valid CTE certificate and teaching at least 65% CTE approved classes shall be given extra TRI days. Use of and compensation of these TRI days must follow Section 6 above. The funds for these extra TRI days are dependent on having an approved Enrichment Levy in place. If the district does not have a current Enrichment Levy in place the extra TRI days will not be funded till passage:

- Five-year CTE certificate = 3 additional TRI days
- Three-year CTE certificate = 2 additional TRI days

If the employee uses these TRI days for CTE conferences or workshops to keep their CTE certification current, the mileage and expenses will not come out of district funds. Employees who are employed as 0.5 FTE employees or less will only receive half the additional TRI days.

### **Section 8 - Horticulture TRI Days**

To recognize the extra work required to supervise the Horticulture Class the employee assigned will receive three (3) extra TRI days. Use of and compensation of these TRI days must follow Section 6 above. The funds for these extra TRI days are dependent on having an approved Enrichment Levy in place. If the district does not have a current Enrichment Levy in place the extra TRI days will not be funded till passage.

### **Section 9 - Winter/Spring Concert TRI Days**

To recognize the extra work required to supervise the supervision and conduct of Winter and Spring Concerts the music teacher will receive two (2) extra TRI days. Use of and compensation of these TRI days must follow Section 6 above. The funds for these extra TRI days are dependent on having an approved Enrichment Levy in place. If the district does not have a current Enrichment Levy in place the extra TRI days will not be funded till passage.

### **Section 10 - NEW TEACHER PROVISIONS**

In recognition of the challenges presented with employment at Lake Quinault School District and to provide support to all new teachers in their first two (2) years of consecutive employment the district agrees to reduce the amount of extra responsibilities assigned to new

teachers. New teachers are defined as a teacher with no previous experience or a teacher new to the district but not a teacher who has previously been employed by Lake Quinault School District. Extra responsibilities are defined as Junior or Senior Class ASB Advisor, Yearbook Advisor, National or Junior Honor Society Advisor, or being the designated organizer for any large school event (WE day, Career Fairs, testing coordinator, etc.) to allow the teacher to focus on quality instruction. Extra responsibilities are not assisting with intramurals, taking tickets at games, working lines at volleyball games or any coaching position that the teacher has applied for out of their own free will. The district agrees to provide each new teacher with one (1) day each semester to work on their comprehensive TPEP with their mentor, if the teacher requests this. School Administration will determine the day in coordination with the new teacher and mentor. The district also agrees to provide a mentor to each new teacher for the first two (2) years of consecutive employment.

## **ARTICLE VI - LEAVES**

### **Section 1- Sick Leave**

- A. At the beginning of each school year each regular full-time certified employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury, or emergency. Emergency leave shall be distinguished from personal leave and determined by where a problem must be suddenly precipitated, must be of such a nature that preplanning is not possible, or where preplanning cannot relieve the necessity of the employee's absence. The problem cannot be one of minor importance or of mere conscience, but must be serious. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of one hundred eighty (180) days.
  
- B. At the end of each year, the District will provide each employee with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period. An employee who has exhausted accumulated sick leave and who is unable to perform the duties because of personal illness or other disability may, upon request, be granted leave without pay. An employee who has been granted leave under this provision may return to service during the period of leave after giving ten (10) days' written notice to the superintendent of the desire to return with written permission of his/her physician and the concurrence of the superintendent; This leave shall be for a maximum of the remainder of the current school year.
  
- C. The District may require an employee to account for use of sick leave in excess of three (3) days at a single time with a medical statement.

### **Section 2- Leave Sharing**

As per RCW 41.04.665 an employee who has an accrued sick leave balance of more than twenty-two (22) days may request that the head of the agency for which the employee works transfer a specified amount of sick leave to another employee who suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and the employee is in danger of going on leave without pay or terminate employment. In no event shall the employee request a

transfer that would result in his/her sick leave account going below twenty-two (22) days. In the event of a leave transfer, the value of the leave transferred shall be based upon the leave value of the person receiving the leave. Further, the value of any leave transferred under this provision, which remains unused, shall be returned, on a pro rata basis, at its original value to the employee(s) who transferred the leave.

### **Section 3 Maternity/Paternity Leave**

A regular full-time certificated employee of Lake Quinault School District No. 97 may use her accrued sick leave time during the period of physical disability caused by childbirth and recovery there from. She may then return to her job under the same uniform terms and conditions as any other employee consistent with District policy and this contract's provisions on temporary disability or sickness.

Upon an employee's request parental leave shall be granted. Paternal leave shall not exceed the period of time of the mother's physical disability caused by childbirth and the recovery there from. The employee may then return to his job under the same uniform terms and conditions as any other employee consistent with District policy and this contract's provisions on temporary disability or sickness.

If an employee does not have accrued sick leave credits which can be used during this period, they may be granted a leave of absence without pay for a reasonable length of time with the right to return to their job under the same terms and conditions as any other employee.

### **Section 4 Adoption Leave**

An employee adopting a child shall notify the superintendent in writing of the desire to take an adoption leave stating the dates of commencement of and return to work. Following the leave, the employee may return to the job under the same conditions as any other employee consistent with District policy and this contract's provisions.

An employee may use up to twenty (20) days of accrued sick leave for Adoption Leave purposes. If any employee does not have accrued sick leave credits, which can be used, or wishes to extend the leave beyond twenty (20) days, a leave of absence without pay for a reasonable length of time may be granted. The employee retains the right to return to the job under the same terms and conditions as any other employee.

### **Section 5— Bereavement Leave**

For the Purposes of this Section "family" shall be defined as spouse, fiancé, mother, father, sister, brother, son, daughter, in-laws, grandparents, grandchildren, aunt, uncle, niece, nephew, domestic partner and/or one who lives in the immediate household.

- A. Employees shall be granted as needed up to three (3) days at regular pay for absences due to death or serious, life-threatening illness of a family member. Absences due to death shall be available on a "per occurrence" basis.
- B. Such leave shall not be accumulative nor shall it be reduced from the employee's total accumulated sick leave.

C. Additional leave may be granted at the discretion of the Superintendent.

### **Section 6 - Personal Leave**

Up to four (4) days leave shall be granted annually at the request of the employee at full salary for unusual situations which require absence during school hours. Each regular certificated employee with less than 1.0 FTE status shall be afforded with days equivalent to their FTE position. This leave is non-cumulative, two (2) days are non-sick leave days and two (2) days are sick leave days. Following pertains to use of personal leave before and after breaks and end of the school year:

1. Only two certificated staff can be on personal leave any given day. It is first come first serve when the building administrator has more than two certificated staff apply for personal leave.
2. No more than one staff member can use a personal leave day to extend the length of a holiday weekend or break (Winter, Mid-Winter, Spring). If a staff member wants to take a day(s) they must apply in writing to the District Administration at least 30 days prior to the requested date. While they may use up to two days, they may only use them before the break or after the break, not for both.
3. No personal days will be allowed the last 10 days of school.
4. Extenuating circumstances should be considered on a case by case basis with the individual speaking with the Superintendent directly.

### **Section 7- Association Leave**

In order to enhance the working relationship between the District and the Association, any Association member may take up to 5 days leave to attend Association meetings and conferences. The Association President or association member shall request such leave in writing not less than ten (10) days prior to the date of the leave. The Association is responsible for securing grant funds to cover the cost of the substitute, if grant money is not secured, the Association will seek approval from its members to cover the cost of the substitute. If the members do not approve this expenditure with a vote of 50% + 1, then the leave will not be approved by the District. The number of members absent for any one meeting is at the discretion of the Superintendent.

### **Section 8 - Staff Professional Development**

The District and the Association recognize the importance of staff development to keep abreast of developments in teaching methods, curriculum and technology. Therefore, every effort shall be made to provide staff development on and off site. This includes classroom visits either in-district or out of district, in-service training, seminars, workshops, professional conferences, etc. It is not the responsibility of the District to select trainings for each employee, but the District and employee will collaborate as needed in selecting training. If professional development needs are identified as a result of an evaluation, then any trainings attended need to align with the professional development plan.

### **Section 9 - Extended Leaves**

A leave of absence up to one year without pay may be granted by the School board, upon



written request by April 1, to certificated employees with not less than two (2) years of continuous service in the District. A staff member returning from such leave will be placed in the position last held or a similar position for which they are qualified, provided there is no reduction in force in effect for the ensuing school year. If a reduction in force is in effect, employees returning from a leave of absence will be placed in the position last held or a similar position for which he/she is qualified prior to the hiring of any new employee for that position or positions. If the employee wishes to return to the District, he/she must notify the Superintendent by April 1, prior to the expiration of his/her leave.

### **Section 10- Jury Duty and Subpoena Leave**

Leaves of absences with pay shall be granted for jury duty. The employee shall notify the district when notification is received.

Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. If any witness fees are paid that amount shall be deducted from the employee's regular salary, or any money received for the performance of their subpoena can be directly deposited with the district.

## **ARTICLE VII- ASSIGNMENTS**

### **Section 1 - Voluntary Transfers**

- A. The superintendent shall notify the Association president in writing or email of vacant or new teaching positions within five days of vacancy or new position being made known to the superintendent. In the event that the Association president is not available for contact, he/she shall designate an Association Vice President who is to be so notified. -An employee wishing to transfer into the vacancy or new position shall inform the superintendent or principal within five (5) working days.
- B. Certificated employees who desire a change in grade and/or subject assignment may file a written statement of such desire with the principal by April 1st. Such statement shall include the grade and/or subject to which the certificated employee desires to be transferred, in order of preference.
- C. Current personnel may apply and be considered for open positions in the same manner as other individual applicants as outlined in the District's position announcement. No such application shall be denied arbitrarily or capriciously.
- D. No vacancy shall be filled by means of involuntary transfer or reassignment until after qualified volunteers are considered to fill such positions. There shall be no vested right to a voluntary transfer by existing staff. However, if the position is to be offered to qualified existing staff and more than one such staff member exists, the position will be offered to the individual with state seniority as defined in the reduction-in-force section of this Agreement.
- E. Within twenty (20) working days of a vacant position being filled, existing staff members who applied for the position will be notified of the applicant who was hired for the position.

## **Section 2 - Involuntary Transfers**

- A. Notice of involuntary reassignment shall be given to a certificated employee as soon as possible, except in cases of emergency, this reassignment shall be made prior to the last day of school. The employee will be notified of the transfer within 48 hours in order for the required meeting to be scheduled.
- B. An involuntary reassignment shall be made only after a meeting between the certificated employee involved and the superintendent, at which time the employee shall be notified in writing of the reason thereof. The certificated employee may, at their option, have an Association representative present at such a meeting.
- C. A certificated employee being involuntarily reassigned shall be placed in a comparable position to his/her previous position.

## **ARTICLE VIII - CERTIFICATED EMPLOYEES EVALUATION AND PROBATION PROCEDURES**

### **Section 1 Purpose**

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system shall encourage respect in the evaluation process by the persons conducting the evaluation and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity. Within the Marzano framework teachers will be allowed to exercise their professional judgement and will be evaluated by their own practice, skill, and knowledge.

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 28.A.405.110 “(1) An evaluation system must be meaningful, helpful, and objective. (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement. (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) 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.”

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025: “To identify in consultation with classroom teachers and certified support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his or her performance.”

## Section 2 DEFINITIONS

**Criteria** shall mean one of the eight (8) state defined categories to be scored.

**Component** shall mean the sub-section of each criterion.

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

**Artifacts** - shall mean any products generated, developed, or used by a certificated teacher. Artifacts should not be created specifically for the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

**Evidence** - shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio but rather is a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment, input from students, parents, or anonymous sources shall not be used as evidence.

**Not Satisfactory** shall mean:

**Level 1: Unsatisfactory** - receiving a summative score of 1 is not considered satisfactory performance for all teaches.

**Level 2: Basic** - if the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row within a consecutive three-year period, the teacher is not considered performing at satisfactory level.

**Student Growth Data** shall mean the change in student achievement between two points in time within the school year, as determined by the teacher. Assessments used to demonstrate growth must predominately originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

## SECTION 3 STATE CRITERIA, FRAMEWORK, AND SCORING

A. The state evaluation criteria are:

1. Centering instruction on high expectations for student achievement.
2. Demonstrating effective teaching practices.
3. Recognizing individual student learning needs and developing strategies to address those needs.
4. Providing clear and intentional focus on subject matter content and curriculum.

5. Fostering and managing a safe, positive learning environment.
6. Using multiple student data elements to modify instruction and improve student learning.
7. Communicating and collaborating with parents and the school community
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

#### B. Instructional Framework

The parties have agreed the adopted evidence-based instructional framework developed by Robert Marzano and approved by OSPI.

Upon mutual agreement, the parties may select a different OSPI approved instructional framework *at the end of any school year or evaluation cycle.*

#### C. Criterion Performance Scoring

If the evaluator and teacher cannot agree on a final criterion score, the following principles will apply:

1. Component Scores: Evidence will be gathered over the year to inform the component scores, using a growth philosophy. If growth was made over the year, the higher (later) will be used.
2. Criteria Scores: When there is more than 2 components in any criterion, the component scores will be averaged and rounded to reach a final score.

#### D. Summative Performance Rating

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

1. 8-14 - Unsatisfactory
2. 15-21 - Basic
3. 22-28 - Proficient
4. 29-32 - Distinguished

#### E. Student Growth Criterion Score

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 2.1, SG 3.2, SG 6.1, and SG 8.1. Evaluators add up the raw score on their components and the employee is given a score of low, average, or high based on the scores below:

1. 5-12 - Low
2. 13-17 - Average
3. 18-20 - High

Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.

If a teacher receives a 4- Distinguished summative score and a low student growth score, they must be automatically moved to the 3- Proficient level for their summative score. If a teacher receives a 1 - Unsatisfactory on any of the student growth components, it will trigger the student growth inquiry plan. The teacher and the evaluator will mutually agree to engage in one of the following:

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

#### **SECTION 4 - PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under Article VIII, the District shall provide adequate professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to comprehend the framework and understand the evaluation process. Such professional development shall be provided as follows:

1. Collaborative professional discussion about the framework, acceptable artifacts, and proper goals during late start Wednesdays between administrators and teachers at the beginning of the school year or at minimum before the evaluation process begins.
2. Administration notifies all teachers of any available TPEP or Marzano framework trainings at ESD 113.
3. New to district teachers will be provided training specific to TPEP and the Marzano framework either via ESD 113 or other on-line trainings available.
4. If any teacher requests additional training on the Marzano framework and the Marzano framework, the district agrees to make a good faith effort to provide the training requested.

No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and use of the Marzano framework and rubrics contained in this agreement and any relevant state or federal requirements. When the district approves a new evaluator, or makes changes to the evaluation process, the district will provide to the Association President with evidence of the content and successful completion of this training by each individual serving as an observer or evaluator before any such individuals may participate in the evaluation process of bargaining unit members. This evidence will include document of the demonstrated competence and inter-rater agreement of each evaluator.

#### **Section 5 Procedural Components of Evaluation**

##### **A. Notification**

The teacher will be notified within two weeks from the start of the school year of the assigned evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

**B. Student Growth Goal Setting**

The teacher shall determine a student growth goal for Components SG-3.1, SG-6.1, and SG-8.1 on the Lake Quinault District TPEP form by October 1st. The teacher may request a conference with the assigned evaluator before setting the goals. The goal for SG-6.1 and SG-8.1 may be the same goal.

**C. Artifacts and Evidence**

1. The evaluator/evaluatee will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the TPEP form prior to the post observation conference, and be used to determine the final evaluation score.

**D. Informal Observations**

1. An informal observation is a documented observation that is not required to be pre-scheduled.
2. An evaluator may conduct any number of informal observations.
3. Informal observations cannot be the main sources of evidence for evaluative purposes.
4. Observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
5. Informal observations may be documented in writing and if documented, a copy will be provided to the teacher within five (5) days of the informal observation. If there is an area of concern based on upon any such informal observation, the written documentation of the observation must be provided to the teacher in order for that evidence to be used in the evaluation process.
6. Any time after an informal observation a teacher may request a post-informal observation conference to discuss the informal observation.

E. A second year Provisional teacher who receives a summative rating of 3 - Proficient or 4- Distinguished can be granted continuing contract status for the subsequent school year.

F. Record Keeping - All physical documents, including final framework rubric, artifacts, teacher's written comments, if applicable, shall be placed to the teacher's personnel file at the end of the school year.

G. Electronic Monitoring - All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class without the prior knowledge and consent of the teacher.

H. Alternative Evaluator - On request, teachers shall be assigned an alternative evaluator. Requests must be submitted in writing by October 1st.

I. An administrator will evaluate each employee. Evaluation shall be conducted openly and within the full knowledge of the employee. No member of the bargaining unit shall evaluate any other member of the bargaining unit.

J. Nothing in this section shall preclude an employee from serving as a mentor to another employee for the singular purpose of the improvement of instruction — if mutually agreed between the evaluator and the employee.

K. An employee appeal of the evaluation procedure, though the grievance procedure shall be limited to the procedural application of the evaluation procedure.

L. No evaluation conference shall be used as a forum to formally discipline employees. Each certificated employee shall have the right to request and the right to have present a representative of his or her choice at all stages of the evaluation and probation process. The certificated employee shall inform the supervisor in advance whenever such representative will be present.

## **Section 6 Evaluations**

A. There *are* two types of evaluations for certificated employees. Teachers will be evaluated each year by one of two evaluations; comprehensive or focused.

B. A *comprehensive evaluation* will include all eight criteria with at least one sub-criteria from each, and therefore, will include student growth as a “substantial” factor. All Level 1, Level 2, and provisional teachers will be evaluated using the comprehensive evaluation.

C. A *focused evaluation* will be used in any year in which the comprehensive evaluation is not used. A minimum of two criteria will be used, one of those criteria must be either Criteria 3, 6 or 8, based upon student growth. Teachers can do three focused evaluations before they have to do another comprehensive, unless the teacher receives a level 1 or 2 rating, in which that teacher will return to a comprehensive for three consecutive years.

D. For a school year the administrator will identify 1/3 of the teaching staff to complete a comprehensive evaluation. This does not include any provisional or level 1 or 2 teachers. All other non-probationary/provisional teachers will complete a focused evaluation.

E. Provisional or probationary teachers will remain on a comprehensive evaluation as long as they are in provisional or probationary status.

F. All teachers that are placed on the focused evaluation shall agree on one of the eight criteria to be evaluated upon. If they do not choose one of the student growth criteria (3, 6 or 8) then one of those will be selected too. Each teacher will write their own Student Growth Goal

for that criteria. For each observation, the evaluator and teacher shall have a pre-observational meeting and a post observational meeting during which the evaluator and teacher shall collaborate on writing the TPEP evaluative statement. Those teachers on comprehensive evaluations will also collaborate with the evaluator on the TPEP statement.

## **SECTION 5 Comprehensive Evaluation:**

A comprehensive will include evaluation of all eight state criteria and all components of each criteria. A teacher eligible for focused evaluation must complete a comprehensive evaluation once every four years.

### **A. Pre-Observation Conference:**

The pre-observation conference shall be held prior to each formal observation, at the request of the teacher. The teacher and evaluator will mutually agree when to conference. The purpose of the pre-observation conference is to discuss the teacher's goals, establish a date for the formal observation, and to discuss matters such as the professional activities to be observed, their content, objectives, strategies, and possible observational evidence to meet the scoring criteria.

### **B. Formal Observations:**

1. The first of at least two (2) prearranged formal observations for each employee shall be conducted within the first ninety (90) days of the school year. The teacher may request additional observations. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28.A.405.220 shall be observed at least three times in the performance of their duties and the total observation time for the school year shall not be less than ninety (90) minutes. Any formal observation shall not be less than thirty (30) minutes in length.
2. The observations will occur no later than ten (10) days after the pre-observation meeting.
3. Observations will not take place on half, early release, the day before winter or spring break, and on days of an assembly or a modified schedule, unless agreed to by the teacher.
4. The evaluator will document all formal observations using the Marzano Framework and provide copies to the employee within five (5) business days.
5. The second formal observation will occur no sooner than six weeks after the first formal observation and ideally, in different semesters or trimesters so that reasonable time can be provided for continuing professional growth. The observation will occur no later than ten (10) days after the pre-observational meeting.
6. The final formal observation shall occur prior to April 1st or the first day of Spring Break.

### **C. Post-Observation Conference**

1. The teacher may request a post-observation conference after any formal observation.
2. The post-observation conference between the evaluator and the teacher will be held no later than five (5) business days after the formal observation.



3. The purpose of post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance.
4. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing during the post-observation conference.

#### D. Final Summative Evaluation Conference

1. After June 1, the evaluator and the teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the evidence.
2. Following the conference, the teacher has the right to provide additional evidence for each criterion scored within 5 business days.
3. 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.
4. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide at least three (3) pieces of evidence from at least two (2) artifacts for each criterion scored Basic or Unsatisfactory.
5. The teacher will sign two (2) copies of the Final Summative Evaluation Report. Each teacher shall sign the observation and the evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.
6. Teachers shall have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

#### G. Focused Evaluation:

The focused evaluation is used when a teacher is not evaluated using the comprehensive evaluation will include one of the eight (8) state criteria and appropriate student growth goal.

If a non-provisional teacher has scored Proficient or higher the previous year, they will be evaluated using the Focused Evaluation, unless the teacher or evaluator otherwise choose a Comprehensive Evaluation consistent with the terms of this agreement. The teacher may remain on the Focused Evaluation for three (3) years before returning to the Comprehensive Evaluation.

Based on evidence of a performance deficiency or new administration, the teacher or evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from Focused to Comprehensive Evaluation must occur within the first ninety (90) days of the school year.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference and must be approved by the evaluator.
- B. If the teacher chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-

- observable, a classroom based observation will not be required.
- D. Observations and conferences for the focused evaluation shall follow the guidelines in Section 3 - Procedural Components of Evaluation and Section 4 - Comprehensive Evaluation, above.
  - E. The score received on the selected criterion is the score assigned as the final summative score.
  - F. A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

## **Section 6 Student Growth Evidence**

Washington State, under guidelines set forth in ESSB 5895, stipulates that student growth must be a significant factor in evaluation and the following three criteria are mandatory evaluations in a comprehensive evaluation and one must be selected for a focused evaluation.

**Criteria 3: Recognizing individual student learning needs and developing strategies to address those needs:**

**Criteria 6: Using multiple student data elements to modify instruction and improve learning:**

**Criteria 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning:**

Student growth data is determined as a measurement of student progress between two (2) points of time through a collection of evidence.

A teacher must have at least two measurements for each criterion and corresponding components. They can be the same for each or a combination of more. The teacher and an administrator must agree on the selected evidences for measurement by October 30th with the option for the teacher to request a goal setting conference.

Below are examples of evidences to show student growth, but with evaluator approval other evidences may be used:

- School/District Based Assessments
- Classroom Based Assessments
- Common Core Assessments
- State Assessments using Student Growth Percentiles (SGP) (see Note)
- Portfolios of Student Work
- Portfolios of Student Data and subsequent teacher actions
- Case studies of student progress
- Reflective Journal
- Analysis of student work over time
- Classroom observation centered on evidence of student learning

Pre/Post Testing  
Grade Book Growth

**Note:** SGP can only be used in reading and mathematics MSPs grades 3-8.

### **Section 7 Observations**

WAC 392-191A-070 Minimum procedural standards--Frequency of comprehensive evaluation.

(1) School districts must observe all classroom teachers for the purposes of a comprehensive evaluation at least twice each school year in the performance of their assigned duties. School districts must observe all employees who are subject to a comprehensive evaluation for a period of no less than sixty minutes during each school year.

(2) School districts must observe new employees at least once for a total observation time of thirty minutes during the first ninety calendar days of the new employee's employment period.

(3) School districts must observe employees in the third year of provisional status at least three times in the performance of the employee. The total observation time for the school year must not be less than ninety minutes for such employees. (4) Drop in observations that will be used for evaluation purposes need to be documented for each certificated employee.

WAC 392-191A-110 Minimum procedural standards--Frequency of observation for focused evaluation. If the evaluation of the certificated classroom teacher includes an assessment of a criterion that requires observation the following shall apply: School districts must observe all classroom teachers for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. School districts must observe all employees who are subject to a focused evaluation for a period of no less than sixty minutes during each school year.

Observations, where appropriate, shall take place under a variety of circumstances such as different subject areas, different instructional methods, and different times of the day, week, and year.

If evaluator wishes to video or audio record any observation, they must request permission from the employee at least an hour or more ahead of time. The employee has the right to deny the request, suffering no repercussions. Observations will consist of the evaluator observing instruction for a minimum of sixty minutes per year.

In some cases, the teacher or the evaluator may feel a formal 30-minute observation with a pre-conference and a post-conference may be more appropriate. If this is the case, following an observation, the evaluator shall document the results, and provide the employee a copy within three (3) days after the observation. Each employee shall conference with his/her evaluator either following receipt of the observation summary, including the impression of the evaluator as to the performance of the employee, or at a time mutually satisfactory to the participants.

Upon request of the employee or employer, a pre-observation conference shall be held between the evaluator and the employee prior to any observation to apprise the evaluator of the employee's objectives, methods and materials planned for the situation to be observed. A pre-observation may include communication by e-mail, phone, or in-person. The observation cannot take place until this pre-conference communication has occurred.

The evaluator shall, in the process of observing and evaluating an employee, take into consideration and note in writing any circumstances that may adversely affect an employee's performance, provided that, the employee has communicated such information to the evaluator beforehand.

The evaluator will complete no evaluation report without incorporating all observation notes prior to the date of completing the evaluation report form.

### Section 8 — Evaluation Report

- A. An administrator or immediate supervisor will complete the Evaluation Report Form for the employee's personnel file by June 1 of the current school year.
- B. While the employee's signature on the Evaluation Report Form shall not necessarily indicate concurrence with the evaluation, the employee shall sign the document to indicate receipt of same. The employee has the right to attach a statement.
- C. Distribution of the final Evaluation Report Form shall be:
  - 1) Original — school district personnel file;
  - 2) First copy — Principal; and
  - 3) Second copy – employee
- D. All employees shall be evaluated in accordance with the criteria outlined in Article IX Section 1 above
- E. All certificated employees will be rated using summative performance ratings which are four performance levels applied using the four-level rating system: Level 1 - Unsatisfactory; Level 2 - Basic; Level 3 - Proficient; Level 4 - Distinguished.
- F. Descriptors:
  - a. **Unsatisfactory:** Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.
  - b. **Basic:** Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers early in their careers but insufficient for more experienced teachers or principals. This level requires specific support.
  - c. **Proficient:** Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level,

teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

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

## **Section 9 — SUPPORT FOR BASIC AND UNSATISFACTORY EMPLOYEES**

- A. The Association President will be notified when any teacher is judged below Proficient, with ten (10) school days.
- B. When a teacher is judged below 3- Proficient, additional support shall be granted to the employee to support their professional development:
  - a. The teacher and evaluator shall meet and agree mutually on the supports shall be used, this list is not exhaustive and the teacher and evaluator are not limited to selecting from this list:
    - i. Class size limits or consideration
    - ii. Peer coaching
    - iii. Paid inservice training
    - iv. University coursework
    - v. Release time to observe a colleague

C. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be observed before October 1 the following year. If the formal observation in the following year results in ongoing and specific performance concerns, a structured support plan will be completed prior to the completion of the comprehensive evaluation.

## **SECTION 10 - ADDITIONAL SUPPORT FOR PROVISIONAL EMPLOYEES**

Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress towards remediating deficiencies. The efforts shall include:

- A. A completed comprehensive evaluation conducted in accordance with Section 7 above.
- B. A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving their performance, including benchmarks defining desired performance and indicating it has been achieved.
- C. A description of the assistance and services the District will provide to the teacher in order to improve their performance.
- D. Periodic reports to the teacher of the evaluator's judgement on the teacher's progress

- toward remediating deficiencies;
- E. Written notice to the Association President and teacher prior to March 1, or thirty (30) calendar days after the teacher began work, whichever is later.

## **SECTION 11 - Probation**

### **A. Scope of Probation**

1. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency.
2. At any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement.
3. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and does not need to be submitted to the board of directors for approval.
4. For classroom teachers who have been transitioned to the revised evaluation system, the following comprehensive summative evaluation performance ratings mean a classroom teacher's work is unsatisfactory:
  - a. Level 1; or
  - b. 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 comprehensive summative evaluation performance rating has been received for two consecutive years or for two years within a consecutive three-year time period shall also be placed on probation.
5. Teachers may only be placed on probation from the Comprehensive Evaluation described in Section 7 above.
6. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out of endorsement assignments.
7. In the event that an evaluator determines that the performance of a teacher under their supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:
  1. The evaluation report prepared pursuant to the provisions of Section 6 above, and ,
  2. A recommended specific and measureable program designed to assist the teacher in improving their performance.
8. If the Superintendent concurs with the evaluator's judgement that the performance of the employee is unsatisfactory, the Superintendent shall place the teacher in a probationary status for

a period of not less than sixty (60) days, anytime after October 15. The probationary time may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of June is 1 - Unsatisfactory. Before being placed on probation, the Association President and the teacher shall be given notice of action of the Superintendent which shall contain the following information:

- a. Specific area of performance deficiencies identified from the instructional framework;
- b. A suggested specific and reasonable program for improvement
- c. A statement including the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in their area or areas of deficiency.

9. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of the probation which will include supports provided and funded by the district, and the dates that the supports will be put in place.

#### B. Evaluation during the Probationary Period

1. At or about the time of the delivery of the probationary letter, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress, if any, made by the teacher. The provisions of Section 6 above shall apply to the documentation of observation reports during the probationary period.
4. The probationary teacher may be removed from probation at any time if they have demonstrated improvement to the satisfaction of the evaluator in the areas specifically detailed in their notice of probation.
5. The probationary teacher may request that an additional certified evaluator become part of the probationary process, providing that the additional evaluator is not a member of the bargaining unit. This request shall be granted. The evaluator will be assigned by the ESD and will be selected by the District and the probationary teacher from a list of evaluation specialists compiled by the ESD.
6. During the period of probation, the teacher 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 the school district.

6. A probationary period of sixty school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance

rating as of May 15th of less than level 2.

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

8. A teacher who is on a plan of improvement must be removed from probation if he or she has demonstrated improvement in the areas described as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experience scores at 2 - Basic and a teacher of more than five (5) years scores at 3- Proficient or above.

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

#### 10. Evaluator's Post Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

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

#### 11. Action by Superintendent

Following a review of any report submitted pursuant to paragraph 12 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

12. A teacher who fails to successfully complete the probationary process, as outline above, may have their probationary period extended or may be recommended for non-renewal.

13. Records of probation and supporting documentation for an unsatisfactory evaluation will be maintained in the teacher's file until they are removed probationary status, at which time they will be removed and destroyed.

#### Section 13 - Notice of Discharge, Removal from Assignment

1. When a continuing contract employee with five or more year of experience receives a comprehensive summative evaluation performance rating below level 2 for two consecutive years, the school district shall, within ten days of the completion of the second summative



comprehensive [comprehensive summative] evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW28A.405.300.

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

3. In the case of a classroom teacher who has been transitioned to the revised evaluation system, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year immediately following the completion of a probationary period that does not result in the required comprehensive summative evaluation performance ratings specified in (E)(10) of this section. 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.

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) 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.

#### **SECTION 14 - EVALUATION RESULTS**

**A. Evaluation results shall be used:**

- a. To acknowledge, recognize, and encourage excellence in professional performance.
- b. To document the level of performance by a teacher of their assigned duties.
- c. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instruction.
- d. To document performance by a teacher judged unsatisfactorily based on the District evaluation criteria.
- e. Beginning in 2015-2016, as one of the multiple factors in Human Resources and personnel decisions (Voluntary or involuntary transfers, RIF, etc) only as defined elsewhere in this agreement.

**B. Evaluations shall not be:**

1. Shared or published with any teacher identifying information.
2. Shared or published without notification to the individual and Association.
3. Used to determine any type of base or additional compensation

#### **ARTICLE IX - ECONOMIC PROVISIONS**

##### **Section 1 — Salary Schedule/Payment**

- A. The employer shall pay all employees based upon individual preparation, experience and

position pursuant to the "Certificated Salary Schedule" as published each year by OSPI.

- B. The parties agree that this contract shall reopen for Base Salary negotiations if additional (or less) funds are specifically appropriated for salaries for certificated employees of the District.
- C. Further, during the duration of this Agreement, the salary provided for in this Agreement represents the parties' best efforts to comply with State law limitations, as in effect on the effective date of this Agreement, but the parties agree that if the Employer generated data that is mutually agreed to by the parties, provides information allowing or requiring modification either upward or downward, the bargaining unit represented wherein shall have its members' salaries adjusted accordingly to reach compliance with the maximum average State funded salary allowed for bargaining unit employees.
- D. The employer agrees that all employees will be correctly placed on the salary schedule.
- E. Credits earned for professional preparation must be completed by September 25 of each year, and official transcripts or proof of request for transcripts verifying credits earned must be registered with the Superintendent's office by September 25 in order to be applicable on the salary schedule for the current year.
- F. College credits and State Board approved clock hours shall be recognized for salary schedule placement/advancement according to the SPI rules and regulations for the State Allocation Model.
- G. Credits earned after September 1, 1995, shall be counted if the content of the course:
  - 1) is consistent with the District's plan for improving student learning;
  - 2) is consistent with a school-based plan for improving student learning for the school the individual is assigned;
  - 3) pertains to the individual's current assignment or expected assignment for the following year;
  - 4) is necessary for obtaining an endorsement as prescribed by the State Board of Education;
  - 5) is specifically required for obtaining advanced levels of certification;
  - 6) is included in a degree program that pertains to the individual's current assignment, or potential future assignment.

These credits are fully transferred from and to other districts.

- H. Certificated personnel shall receive for each forty clock hours of participation in an approved internship with a business, an industry, or government, as defined by rule of the State Board of Education in accordance with Section 3, the equivalent of a one-credit college quarter course on the salary schedule. An employee is limited to two college quarter credits for such internships during a calendar year period; provided further an employee is limited to a career maximum of fifteen college quarter credits. Clock hours

eligible for application shall be those hours acquired after December 31, 1995.

- I. Experience credit shall be granted in accordance with OSPI rules and regulations for the State Allocation Model.
- J. The board will budget \$5500 per year for the purpose of paying 50% of the per credit tuition, up to a maximum of fifteen (15) quarter credits annually or 50% of the National Board Certification fees, earned between September 1 and August 31 of any given school year. The tuition rate shall be based on the tuition rate of the university that the teacher is enrolled in. The employee must have a B.A. plus 15 credits on file to be eligible for reimbursement, and be enrolled in graduate level courses, college courses for endorsements or have paid their annual registration fee to the National Boards Professional Teachers System as required. Employees eligible also must have 2 years of employment with Lake Quinault School District in order to qualify for this benefit. Employees wishing to access this fund must notify the Superintendent in writing at least 30 days in advance of taking any courses that would apply under this provision, submitting proper documentation showing enrollment or registration as appropriate. Employee can take courses from September 1<sup>st</sup> to August 31<sup>st</sup> of the current school year. They will need to turn in any transcripts giving them a grade to the District no later than the last business day in September of the next school year for payment in October. In the event more employees seek access to the fund than is budgeted, funds will be apportioned on a prorated basis. The funds for this tuition reimbursement are dependent on having an approved Enrichment Levy in place.
- K. The board will budget \$2000 per year for the purpose of paying for professional development specifically requested by a certificated staff member. Professional development requested by the district for any certificated staff member will not be paid from this specific budget. The intent shall be solely for professional development outside the request of the school, without having to enroll in any professional certification or degree program. However, the professional development must be congruent with the employee's current assignment. The funds for this staff professional development are dependent on having an approved Enrichment Levy in place.
- L. The District will pay Longevity Bonuses to teachers who have completed 5, 10, 15, 20, 25, 30, 35, 40 years of continuous service to the students of the Lake Quinault School District. A bonus of \$50 per year of service is to be paid to each teacher at the increments indicated above. Teachers must apply for the bonus by the end of August of their appropriate year and will be paid with their upcoming November pay. Failure to apply means no bonus. This is not retroactive, only for future continuous service. If the district has a double enrichment levy failure then all longevity bonuses are suspended till local funding is renewed.

## **Section 2 - Insurance Benefits**

- A. The District shall provide to the employee the WEA Select Benefit Plans and/or other mutually agreed upon plans made available through Aon Consulting each year.
- B. Employees shall be eligible to enroll in insurance programs only during the month of September; however, new employees may enroll within thirty (30) days of their initial

employment date.

- C. The District will pay the maximum funded by the state per certificated employee into a pool for the acquisition of health benefits for certificated employees. Pooled monies in excess of what is needed to pay individual employee benefits shall be disbursed equally among those individual certificated employees whose family health benefit premiums exceed the maximum funded by the state. Any family benefit premiums in excess of the pooled monies shall be an individual employee obligation rather than a district obligation. The District shall add \$8,000 a year to the health care pooling for the certificated staff. The District agrees to fund the HCA carve-out.
- D. All employees on approved leaves of absence or in the employment pool shall have the option of continuing any or all District provided insurance coverage for self and/or dependents at the expense of the employee during the time on approved leave or in the employment pool, providing coverage is consistent with covering insurance policies.
- E. The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).
  - a. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
    - i. At least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
    - ii. At least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
    - iii. Health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.
  - b. The quotes procured by the broker shall be reviewed and the choice of plans offered shall be made using the same procedure for selecting health plans as was used in the prior school year.
  - c. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be five dollars (\$5.00). Such minimum monthly charge shall be paid regardless of the impact of pooling.
  - d. For eligible employees selecting the HDHP with a Health Savings Account (HSA), at their discretion they may elect to contribute any amount from none to all of the funds left over once their contributions are made to their health plan

premiums. Whatever funds they do not contribute will be placed in the QEA pool. The amount to put in their HSA will be determined by the employee once a year during the enrollment period, no changes to the amount contributed can be changed after that period.

### **Section 3 - Salary Payment Method**

- A. All employees shall be paid in twelve (12) monthly installments. Each check shall contain one twelfth (1/12) of the contracted salary. Payroll checks will be issued to the employee on the last day of each month, unless that day falls on a Saturday or Sunday then it will be the last weekday of the month. Employees may authorize the District to direct deposit their checks.
- B. In the event a mistake is made resulting in a payroll underpayment, the corrections will be made on or before the next pay period provided the error is discovered before the 10th of the month.
- C. All compensation owed to an employee who is leaving the District shall, upon request, be paid the next pay period provided that notice of the termination is received by the tenth of the month.

### **Section 4 - Individual Contracts**

Individual contracts for employees of the District may be issued while negotiations are in progress or prior to ratification of a successor agreement as long as the following statement is included in the contract:

"Provided, however, that the terms of this contract shall be consistent with, and subject to, the terms and the execution of the collective bargaining agreement between the Quinault Education Association and the Lake Quinault Board of Directors."

### **Section 5— Payroll Deductions**

All salaries are subject to payroll deductions for:

- 1) State Teachers of State Employment Retirement System
- 2) Withholding tax
- 3) FICA
- 4) Absences not provided for by leaves (computed at per diem based on the employee's annual salary for each day's absence.)
- 5) Medicare
- 6) Labor and Industries Insurance

The following deductions may be made if authorized by the individual:

- 1) Additional withholding
- 2) Approved medical plans
- 3) Payment to Washington School Employees Credit Union
- 4) Other approved insurance programs
- 5) Dues and representation fees (QEA, WEA, and NEA)
- 6) Other continuing programs
- 7) Those other deductions authorized by RCW 28A.095

## **Section 6— Sick Leave Cashout**

- A. Employees are allowed to cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash out their unused sick leave days in January of the school year following any year provided a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.
- B. The number of days of sick leave that may be cashed out annually is equal to twelve (12) less any days used for sick leave between January 1 and December 31 of the previous calendar year. Annual sick leave cash out may not reduce the number of accumulated sick leave days to less than sixty (60).
- C. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) days (1/180) current monetary compensation of the employee for each four (4) full days accrued sick leave for illness or injury. It is understood by both parties that all remuneration received under this provision will be deposited in a VEBA III benefit account at the employee's directive.

## **Section 7 - Curriculum Development**

Curriculum development work, as approved by the Administration, shall be paid at an hourly rate based upon the employee's contractual salary. Curriculum development is defined as creating as new curriculum for new courses or for core classes affecting more than one grade (i.e. math, ELA, science, etc.)

## **ARTICLE X- SCOPE OF AGREEMENT**

### **Section 1 - Continuing Practices**

Pursuant to RCW 41.59, the employer agrees that they will notify and negotiate with the Association any proposed new policies, practices or conditions affecting employee wages, hours and terms and conditions of employment.

### **Section 2 - Contract Compliance**

All individual employee contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this agreement. Any individual employee contract herein executed shall expressly provide that it is subject to the terms of this and subsequent agreements between the employer and the Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

### **Section 3 - Conformity to Law**

The District and the Association agree that this contract shall be binding on both parties except that if any section or provision is, or shall be contrary to law, then both sections or provisions shall not be applicable, performed, or enforced, except to the extent permitted by law. The remainder of this contract shall not be affected thereby and the District and the Association shall enter into immediate negotiations regarding this subject.

### **Section 4— Distribution**

Upon ratification and signing of the Agreement, the District will provide via email a PDF copy of the signed Agreement to all certificated members. The District will also provide all new certificated employees a copy of the signed Agreement as part of the paperwork they receive during inprocessing. The District will also share a “Can View” only copy of the signed Agreement through Google Drive to all certificated members.

### **Section 5 - Agreement Administration**

- A. Association representative(s) shall meet with the Superintendent at a scheduled quarterly meeting to review and discuss matters covered by this Agreement, general employee/employer relations, and matters that affect instructional effectiveness (such a class size, instructional materials and supplies, building conditions, support services, etc.). Such meetings may be postponed or canceled by either party if mutually agreed. These meetings are not intended to bypass administrative channels or the grievance procedure.
- B. At the discretion of either party, additional meetings shall be scheduled, at a mutually agreeable time, but not later than five (5) working days from the date the request is made. Such request will state the items of concern.
- C. Class size concerns may be dealt with by the following procedure:
  - 1) By the beginning of the third week of school, teachers will report overloaded grade levels to the Principal.
  - 2) The Principal will report the situation to the Superintendent.
  - 3) Within a week of that reporting, the Principal will meet with and report back to the teachers of the affected grade level the decision of the Superintendent.
  - 4) By the District Board meeting immediately following the above report, the teachers of the affected grade level may request inclusion on the Board meeting agenda and report directly to the Board.

## **ARTICLE XI - GRIEVANCE PROCEDURE**

- A. A grievance is defined as an alleged violation of a specific term of this Agreement or a dispute regarding an interpretation of the Agreement. A grievance shall be only for an act or event which actually occurred.
- B. A grievant is defined as an employee or employees or the Association covered by this Agreement, with an alleged grievance.

- C. Days shall mean workdays, except as specified herein.
- D. **Association Representation:** Any member of the Association has the right to be represented by the Association President or designee during the grievance procedure. The Association representative can be present at any meeting, hearing, appeal, or proceeding concerning the grievance. There is nothing contained in this agreement that will limit the rights of the grievant from discussing the matter with their supervisor or adjusting the grievance without intervention by the Association President or designee providing that the adjustment is consistent with the terms of this Agreement. If the grievance is adjusted, it is the responsibility of the grievant to notify the Association President or designee.
- E. **Association Grievance Representatives:** Association grievance representatives shall be recognized by the employers and his/her supervisory representative in all of the employer's buildings and facilities.

Association grievance representatives in all employer's buildings and facilities shall be allowed reasonable and sufficient time to investigate and process grievances in compliance with the grievance procedure.

Association grievance representatives shall have access to any and all information necessary to process grievances in compliance with the grievance procedure.

Association grievance representatives shall not be interfered with, harassed, coerced, or intimidated by the employer's representatives for the performance of duties as grievance representatives.

The employer shall not hinder, interfere with, or in any way influence the selection of Association grievance representatives.

Association grievance representatives shall not be transferred or reassigned during his/her term as a grievance representative without her/his consent.

Association grievance representatives shall have access to all employees he/she represents.

Association grievance representatives shall suffer no loss of pay when it becomes necessary for him/her to serve as a witness in an arbitration case, employment relations commission proceeding, or any other such proceeding where his testimony is required or needed.

**Step One:** An employee or employee with representative shall discuss it first with his/her building principal within 15 days of the alleged grievance. The employee will present the grievance in writing which will contain the following:

- A. The specific section of the Agreement allegedly violated.
- B. A clear description of exactly when this alleged violation occurred,
- C. How there has been a violation, misinterpretation or misapplication of this Agreement



has occurred.

- D. If the results of the previous step were unsatisfactory and why in the grievance procedure and why such results were unsatisfactory
- E. The name of the aggrieved person, the manner in which he/she have been injured and the proposed remedy or remedies for resolution of the grievance.

Every effort shall be made to resolve the grievance at this level in an informal manner. There will be a written record of this meeting to be placed in the grievants' personnel file. Failure to submit a written grievance within the timeline specified will result in waiving the grievance.

**Step Two:** In the event the grievant is not satisfied with the result of informal discussion within ten (10) working days after completing Step 1 the employee may file a formal grievance with the superintendent or designee. The superintendent/designee shall meet with the grievant within 10 calendar days of receiving the written grievance. The superintendent/designee will render a decision regarding the appeal within 10 calendar days of the meeting. If the grievant does not appeal the superintendent/designee's decision in writing to the board within 10 calendar days, the grievance is waived.

**Step Three:** In the event no mutually agreeable decision is reached after the completion of Step 2 the aggrieved person may file the grievance ~~it directly~~ with the school board. The grievance shall be forwarded to the superintendent with a statement signed by the grievant requesting Step Three. The superintendent or his/her designated representative shall meet with the grievant and their Association representative in an effort to reach a mutually satisfactory solution. Within five (5) working days after the conference, the superintendent shall render a written decision in the matter providing one hard copy for the grievant, one electronic copy for the Association and one electronic copy for the District. This letter will not be added to the grievants' personnel file. If the individual does not choose to submit the grievance to the School Board (step four) within five (5) working days the grievance shall be considered closed and will not be reopened under the same situation.

**Step Four:** If the grievant is not satisfied with the disposition of the grievance by the superintendent or if no disposition has been made within the period above provided, the grievance at the sole option of the grievant may be submitted to the School Board. After an initial review of the grievance, the School Board will discuss the grievance with the grievant and the administrator in order to reach a mutually satisfactory solution. Within five (5) working days the School Board shall render a written decision, providing one hard copy to the grievant, one electronic copy to the Association, and one electronic copy to the District. This letter will not be added to the grievants' personnel file. If the grievant does not chose to request arbitration with the support of the Association within five (5) working days, the grievance shall be considered closed and will not be reopened under the same circumstances/situation.

**Step Five:** If the grievant is not satisfied with the result of the decision of the School Board, the grievant can request that the Association exercise its right to arbitration by giving the superintendent written notice within twenty (20) working days of receipt of the written decision of the Board. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which rules shall govern the arbitration proceeding. The decision of the

arbitrator shall be final and binding upon both parties.

**Arbitration Costs:** Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator if any shall be shared by the parties. The WEA requires that all EA entities set aside \$1,500 one time to pay the cost of the arbitrator, if we have that money set aside the WEA will provide assistance if necessary.

**Jurisdiction of the Arbitrator:** The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry and decision to the specific area of the Agreement as cited in the grievance letter. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator, provided the arbitrator shall not resolve the question or arbitrability of the grievance prior to having heard the merits of the grievance.

The decision of the arbitrator may be entered in any court of competent jurisdiction should either party fail to implement the decision. If a motion to vacate the arbitrator's decision is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action.

**Time Limits:** The time limits provided in this Article shall be strictly observed unless extended by express written agreement of the parties. Failure of the grievant to proceed with its grievance within the time herein before provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the times provided shall entitle the grievant to proceed to the next step on the grievance procedure.

**Scope of Procedure:** Non-renewal of provisional employees and matters relating to evaluation and placement of employees on probation and reduction in force shall be grievable only through, and commencing with, Step Four of the grievance procedure and such grievances shall pertain solely to alleged procedural discrepancies except that the grievance shall be committed to writing using the forms at Step Two and Three. Following Step Four of the grievance procedure, non-renewal of provisional employees, matters relating to evaluation, placement of employees on probation, reduction in force, and non-renewal or discharge matters shall be governed and controlled by the rights, procedures and remedies afforded in law.

### **ARTICLE XIII - REDUCTION IN FORCE**

The District shall determine the educational program and services for the Lake Quinault School District No. 97 based upon the educational goals of the District, financial resources available for the following school year and staff and Association input of the District determines that the certificated staff of the District should be reduced for the following school year by reason of financial necessity or declining enrollment, the Superintendent will institute the plan below:

### **Section 1- Determination of Vacant Position**

The District will determine by April 1st, as accurately as possible, the total number of certificated staff known-leaving the District for reasons of retirement, family transfer, normal resignations, leaves, discharge or nonrenewal, etc. These vacancies will be taken into consideration in determining the number of available certificated positions for the following school year. The District shall provide a tentative list of certificated employees considered for Reduction in Force by May 1st to the Association President in writing.

### **Section 2- Certifications**

Possession of a valid Washington State certificate which is required for any position(s) under consideration shall be a prerequisite for retention, or before a certificated employee can be considered for a different position or role.

### **Section 3- Retention by Employment Category/Specialty**

In the event of a Reduction in Force, each certificated staff member will, in accordance with the criteria set forth, be considered for retention in the category appropriate to the position held at the time of the Reduction in Force. For the purpose of this paragraph, any given category or speciality an employee is currently performing a majority of his/her time is their category or speciality.

In the event an employee is laid off from their current position they shall be considered for retention in any category or specialty in which they have taught in the past 5 years, has a college degree either a major or minor, or a current certificate endorsement to a current teaching certificate, or holds a National Board Teaching Certificate in their speciality.

### **Section 4- Rank Order Listing**

In the event of a reduction in force, by no later than April 1st, the District shall tender a list to the Association and each employee which shows the rank order of existing employees according to seniority, as defined in Section E (1) below. This list shall show existing employment categories within the District and a listing as to which categories/specialties the existing staff members would qualify according to the criteria shown in paragraph C hereof.

If an employee believes that his/her placement in categories/specialties is incorrect pursuant to the criteria of this procedure or that he/she has not been credited with the proper amount of seniority the employee must notify the superintendent in writing within ten (10) workdays of the date upon which the Association was tendered the list. Such written notification must allege the facts which make the employee's seniority or category/specialty ranking incorrect according to the criteria contained in this procedure. If an employee fails to make such timely notification, he/she shall be considered for retention in only those categories/specialties listed and with seniority as listed.

If such notification is given, the facts which make up the alleged improper application of paragraph C hereof shall be reviewed by the Association and District in an effort to resolve the matter. Upon the failure to resolve the matter within ten (10) workdays after it is taken up by the Association and the District, the matter shall be submitted to a neutral third party arbitrator who

shall determine the proper application of the paragraph as to the seniority of the employee and as to categories/specialties and whose decision shall be final and binding on the District and the employee(s) involved. The Association and the Board shall make a joint request to the professional education and certification section of the Superintendent of Public Instruction for a member of her staff to act as arbitrator. If SPI declines to provide this service within two (2) days, the parties shall attempt to mutually agree on an arbitrator. In the event of a failure to agree, the parties shall request of the American Arbitration Association an arbitrator under AAA rules.

### **Section 5- Seniority Defined**

1. Seniority shall be based on total teaching longevity in Washington State. In order to determine the number of years, the District and the Association agree that a year's credit for teaching service as computed by the Washington Teacher's Retirement System formula shall control. Seniority includes Washington State teaching service prior to resignation or leave and excludes substitute service.
2. If a tie exists in paragraph 1 above, the employee with the greatest seniority in the Quinault Lake School District shall be recommended for retention. Determination of seniority in this paragraph is defined as in paragraph 1 above.
3. If there is still a tie, the employee retained shall be the one with the most horizontal advancement on the existing salary schedule. (Example: An employee placed at BA +30 would be retained over an employee placed at BA +15).
4. The District shall have the right to assign and transfer employees during the implementation of this procedure to positions for which they qualify.

### **Section 6- Determination of Qualified Employees**

In the event that reduction of staff is necessary, the District shall not retain an employee who holds a provisional contract, an emergency certificate or an employee who holds a non-continuing contract for leave replacement.

### **Section 7- Employment Pool**

1. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment for a period of up to two (2) years. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified for which they are qualified. If more than one such employee is qualified for an open position, the criteria set forth in Section F shall be applied to determine who shall be offered such positions.
2. It shall be the responsibility of each employee placed in the employment pool to notify the superintendent of his/her current mailing address.
3. When a vacancy occurs for which person(s) in the employment pool qualify, notification from the school district to such individual(s) will be by certified mail to the address last given by the employee or by personal delivery. Such individual will have five (5) calendar days from the receipt of the letter to accept the position.
4. Teachers notified by certified mail to last known address shall accept or reject the recall

within five (5) working days of notification and be available for work within ten (10) working days of recall. If the first offer is rejected, the teacher will be held on the recall list and be offered a second assignment, if he/she is the most senior qualified employee. Following the notification procedure as listed above, if the teacher rejects the second assignment, he/she shall be dropped from the list and loses all rights for re-employment.

5. The District will utilize employment pool personnel as substitutes on a first priority basis, and if it is agreeable under the terms of group insurance policies, employees who are not retained may maintain group insurance coverage. However, the District will provide no premium payment for such employees.

## **ARTICLE XII - DURATION CLAUSE**

This agreement shall become effective September 1, 2017 and remain in effect until August 31, 2020.

Each year the parties shall meet to negotiate salary, fringe benefits, and working conditions impacted by legislative action, and any mutually agreed upon items.

All monies authorized by the state for teacher's salaries shall be given to the teachers when authorized.

**APPENDIX B  
FORMAL GRIEVANCE STATEMENT**

Grievant's Name \_\_\_\_\_

1. How did the grievance occur? (Briefly state the facts.)

2. Upon what date(s) did this occur?

3. Which section(s) of the agreement has been violated?

4. How does the occurrence violate the agreement? (Briefly explain how the facts in #1 violate/misinterpret or misapply the agreement.)

5. What remedy or remedies are proposed?

Grievant's signature \_\_\_\_\_

Date presented to the Association \_\_\_\_\_

STEP ONE

Association President's signature \_\_\_\_\_

Date of receipt at Step One (by the Association) \_\_\_\_\_

Action at Step One (to be taken within 5 working days of the date of receipt):

\_\_\_\_ dropped by the Association

\_\_\_\_ intent to proceed to Step Three

STEP TWO

Supervisor or principal's signature \_\_\_\_\_

Date of receipt at Step TWO by the Superintendent/Designee \_\_\_\_\_

Date of determination made at Step TWO (within 5 working days of date or receipt.)

\_\_\_\_\_

Action at Step TWO (written determination to be made within 5 working days of meeting/determination date):

\_\_\_\_ resolved (if resolved grievant must sign)

\_\_\_\_ intent to proceed to Step THREE

Nature of grievance determination:

Grievant's Signature \_\_\_\_\_

Date received by grievant \_\_\_\_\_

STEP THREE

Secretary to the Board/School Board Chairperson signature \_\_\_\_\_

Date received by grievant \_\_\_\_\_

Date of determination made at Step Three (within 5 working days of date of receipt.)

\_\_\_\_\_

Action at Step Three (written determination to be made within 5 working days of meeting/determination date):

resolved (if resolved grievant must sign)

intent to proceed to Step Four

Nature of grievance determination:

Grievant's Signature \_\_\_\_\_

Date received by grievant \_\_\_\_\_

STEP FOUR

Superintendent's or Board Chairperson's/Arbitrator's signature

\_\_\_\_\_

Date of receipt at Step Four by the Arbitrator (within 5 working days of written determination of Step Four) \_\_\_\_\_

Date determination made at Step four (meeting to be held within 5 working days of date of receipt) \_\_\_\_\_

Action at Step Four (written determination to be made within 5 working days of meeting/determination date):

resolved (if resolved grievant must sign)

Nature of grievance determination:

Grievant's Signature \_\_\_\_\_

Date received by grievant \_\_\_\_\_



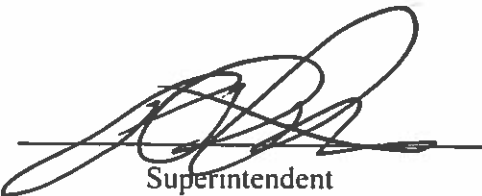
## SIGNATURE PAGE

This contract was ratified by the Quinault Education Association on 11/13/17 and adopted by Lake Quinault School District #97 on 11/15/17.

Presented in Good Faith.

  
Chairperson, Board of Directors

  
President, QEA

  
Superintendent

  
QEA Member

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Date of Board Approval

### **\*\*NOTE\*\***

*Due to major changes in the funding of education completed by the 2017 Legislative Session and signed into law by the Governor, this Collective Bargaining Agreement may be modified for School Year 2018-2019 and beyond. Negotiations on finances will continue as future guidance is provided by OSPI.*