

**Forks Education Association  
Collective Bargaining Agreement  
2019-21  
Quillayute Valley School District  
No. 402**



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**PREAMBLE**

This Agreement is entered into between the Quillayute Valley School District (QVSD) Board of Directors, referred to as the Employer, and the Forks Education Association (FEA), referred to as the Association. The FEA is affiliated with the Washington Education Association (WEA) and the National Education Association (NEA).

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender will include both the masculine and feminine. The employer and the Association recognize their mutual aim is to maintain effective Employer/Employee relationships, and towards that end, the parties, having reached agreements pursuant to RCW 41.59, The Educational Employment Relations Act, do hereby agree as follows:

**ARTICLE I: ADMINISTRATION**

**SECTION 1: RECOGNITION**

A. The Employer recognizes the Forks Education Association/Washington Education Association/National Education Association (FEA, WEA, NEA) as the sole and exclusive bargaining representative for all full-time professional certificated personnel and all part-time professional certificated personnel holding valid contracts with the District or on leave by Board action. Such representation will exclude the following positions: Superintendent, Principal, Assistant Principal, and Assistant Superintendent. Substitute teachers are also excluded except for the provisions in Section C.

B. When used in this Agreement, the terms employee and educational employee mean any certificated employee and refer to all employees represented by the Association in the bargaining unit as defined above. All work assigned to bargaining unit members and any similar work is considered “bargaining unit work.”

C. Certificated substitute teachers who serve as the regular classroom teacher and who conduct all of the regular classroom teacher’s responsibilities such as lesson planning, constructing classroom materials, implementing lessons, implementing classroom management plans, grading student work, and contacting parents, will from the first day of service in such assignment, be paid \$200.00/day or the Quillayute Valley School District’s substitute salary scale per diem, whichever is less. One sick leave day per month will be provided, which can be accrued. The building principal will provide in writing to the district payroll coordinator that the position is immediately eligible for compensation.

**SECTION 2: STATUS OF THE AGREEMENT**

A. Individual contracts between the Employer and an individual employee will be subject to, and consistent, with Washington State Law and with the terms of this Agreement. Any individual employee contract will expressly provide that it is subject to the terms of the Agreements between the Employer and the Association. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, will be controlling.

B. This Agreement constitutes the negotiated agreements between the Employer and the Association and supersedes any previous agreements or understandings between the parties that are contrary to or inconsistent with this Agreement.

### **SECTION 3: CONFORMITY TO LAW**

If any provision of this Agreement is held to be invalid by operation of law, such provisions will become inoperative, but the remainder of the Agreement will remain in full force and effect. The Employer and the Association within thirty (30) days of the date of invalidation will enter into negotiations for the purpose of arriving at a mutually satisfactory replacement of the specific section(s) or provision(s) unless a postponement is mutually agreed upon.

### **SECTION 4: PRINTING/DISTRIBUTION OF AGREEMENT**

A. Within ten (10) days following the ratification and signing of this Agreement by the parties, the Employer will post in electronic format on the District website copies of this Agreement for each employee; the Association will accept the Agreement on behalf of the employees and will be responsible for distribution.

B. Both the Association and the District will be given and retain signed and fully executed copies of the final agreement.

Upon offering employment, Employer will provide a copy of this Agreement to the prospective employee. The Employer will ensure all new employees of the District have access to a fully executed copy of the Agreement within five (5) calendar days of their start date.

## **ARTICLE II: BUSINESS**

### **SECTION 1: ASSOCIATION RIGHTS**

A. All Association rights are sole and exclusive rights.

B. The Association has the right to represent bargaining unit employees and/or positions on any employment related matter.

C. Inter-school mail, including e-mail and fax machines, and facilities may be used for distribution of Association communications so long as such communications are labeled as Association materials and contain the name of the authorizing Association official.

D. School facilities may be used for Association meetings at reasonable times during non-duty hours provided that such meetings will not interfere with school operations. It is recognized and understood that the superintendent is responsible for District facilities and operations. Accordingly, the use of District facilities will be arranged in advance with the superintendent or their designee. District facilities and equipment will not be utilized for strike actions, slowdowns, picket meetings or any other meetings that may stop or impede normal school operations.

E. The Association agrees to reimburse the Employer for any extra direct costs, resulting from Association use of District facilities. Such sum will not exceed Fifty dollars (\$50.00) per annum without prior employer notification and mutual agreement.

F. The Association may use school equipment at reasonable times during non-duty hours, provided that such equipment will not be removed from school property and provided such use will not interfere

with school operations. The Association recognizes that all equipment in a building is ultimately the responsibility of the building administrator and that:

1. The use is strictly to service the legitimate business of the local Association such as records, notices, correspondence, etc.
2. The purpose is for internal business use of the Association and is not for public distribution.
3. Supplies in connection with such equipment use will be furnished or paid for by the Association.

G. The Association will be responsible for damage resulting from the Association's use of facilities and equipment.

H. The Association may post notices of activities and matters of Association concern on designated bulletin boards in faculty lounges so long as such communications are labeled as Association materials and contain the name of the authorizing Association official.

I. Duly authorized representatives of the Association will be permitted to transact official Association business on school property at all reasonable times, provided that it does not interfere with, interrupt or affect normal school operations or assigned duties. It is the responsibility of any non-employee Association representative to report to the building principal or designee prior to contacting members in individual buildings.

J. The Association will be given access of a minimum of sixty (60) minutes, during the first two (2) working days of the year to outline Association programs to all employees, including new staff, within the bargaining unit. The Association will be given at least ten (10) day notification of all employee and orientation meetings. If the District holds or co-sponsors a job or benefit fair, the Association will be given notice not less than thirty (30) days in advance and will have the right to operate its own table or booth to provide information to participants throughout the duration of the event.

K. The Employer agrees to furnish to the Association, in response to reasonable requests, all available information that is a matter of public record. These materials will be provided to the Association within one week after the request at the expense of the District. This provision will be consistent with policies regarding District patrons.

L. The Employer agrees to provide to the Association the name, home address, telephone number, work email, work location, department, date of hire and job title of each bargaining unit member at least once annually, and when requested by the Association. The District will submit the same information whenever a new bargaining unit member is hired into the district throughout the year within five (5) days of hire.

M. Whenever Association representatives are mutually scheduled with the Employees' representative to participate in negotiations or grievance hearings or other matters pertaining to the administration of this Agreement during working hours, said representative will suffer no loss of pay.



N. The right to hire resides with the Superintendent and Board of Directors. In the process of hiring new teacher and/or administrators and when applicable, the Employer will make a good faith effort to include Association members of the appropriate grade-level/subject area, as willing participants to assist with the interview process. The Employer will follow District procedures as approved by the Board of Directors.

## **SECTION 2: PAYROLL DEDUCTION**

A. The Association and its affiliates (WEA & NEA) will have the right of automatic payroll deduction of unified membership dues, fees, assessments, and political contributions, as determined by the Association. The annual amount will be divided over 12 equal pay periods (September – August) on each employee's monthly pay. Association deductions will be made without cost to the employee or Association.

B. The transmittal of all dues and fees will occur within five (5) working days after the deduction is made and each transmittal will include the name of each employee for whom the deduction was made, and the amount deducted from each employee's pay.

C. Employees' dues deduction will be subject to the employee signing and delivering to the Employer an Assignment of Wages Form (Appendix A); this form will authorize deduction of membership dues. Such authorization will be for the period beginning in September through August of the school year and will automatically continue in effect from year to year unless the employee revokes in writing, with a copy to the Washington Education Association.. Washington Education Association will notify the Employer in writing of any revocation of Association dues in a timely manner. The Employer will notify the Union prior to stopping payroll deduction of dues.

D. On or before September 15 of each school year, the Union President of the Association will notify the Employer of the dollar amount per employee of the dues to be deducted under payroll deduction for the school year. All monthly dues will be collected and paid directly through Automatic Payroll Authorization.

E. The Association will indemnify, defend, and hold the District harmless against any claims made, and any suits or other legal proceedings instituted against the District on account of the dues deduction and/or agency shop provisions of this Agreement. The District and Association will mutually agree as to selection of an attorney. The Association will refund to employees any amount paid to it in error on account of the dues deduction authorization provisions. The District will notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provisions of this paragraph.

F. All salaries are subject to payroll deduction for:

1. State Teachers or State Employees Retirement System
2. Withholding Tax.
3. FICA.
4. PFML (Paid Family Medical Leave)
5. Absence not provided for by leaves computed at per diem based on the employee's annual salary for each day's absence.
6. Workman's Compensation.
7. Health Care Authority (HCA)

G. The following deductions will be made if authorized for district employees, under Washington State Law:

1. Dues and other Association contributions
2. Washington State School Retirees' Association
3. Additional withholding tax
4. Approved medical plans (prior to January 1, 2020)
5. Salary insurance
6. Tax-sheltered annuities
7. Payments to Inspirus
8. Mutually approved insurance programs
9. 125 Cafeteria Plan
10. 403(b) Plan
11. Deferred Compensation Plan #457

### **SECTION 3: ASSOCIATION LEAVE**

A. Association leave includes, but is not limited to; attendance at meetings between the District and employees, attendance at regional, District, State, and National meetings of the Association, including Representative Assembly. The Association will be granted up to 30 days of paid leave per year, provided that notice for such leave will be given one (1) week in advance, no more than two (2) employees will be on such leave on the same day, and the cost of the substitute(s) will be reimbursed by the Association. A petition for variance in the number of employees taking Association leave may be submitted to the superintendent for their consideration and decision. A petition for a change in the number of days or variance in days may be submitted to the superintendent.

B. Association leave will be provided to any member elected or appointed to a regional, WEA Council, State, and/or National office. This leave is separated from Section A and will not be restricted to the 30-day maximum. The cost of this leave will be reimbursed to the district by the Association.

### **SECTION 4: MANAGEMENT RIGHTS**

A. The rights, powers, authority, and functions of management will remain exclusively vested in the District by the regulations of the State Board of Education, the laws and the Constitution of the State of Washington and/or the United States, and except as expressly limited by the provisions of the Agreement.

B. All matters not expressly covered or treated by the language of this Agreement will be administered by the District.

C. The right to make reasonable rules and regulations will be considered acknowledged functions of the District. In making such rules and regulations, the District will give due regard to the rights of the employees and to the obligations imposed by this Agreement and the laws of the State of Washington. Included in these rights in accordance with applicable laws and regulations is:

1. The right to direct the workforce.
2. The right to hire.
3. The right to promote, retain, transfer, and assign employees in positions.
4. The right to suspend, discharge, demote, or take other disciplinary action against employee.
5. The right to release employees from duties because of a modified educational program or other legitimate reason.
6. The right to maintain efficiency of operations by determining methods and means, and the personnel by which such operation is conducted.

## **SECTION 5: MEETINGS BETWEEN THE PARTIES**

A. Monthly Meetings between the Employer and the Association.

1. Association representative(s) will meet with the superintendent and/or their designated representatives at a scheduled monthly meeting to review and discuss matters covered by this Agreement, general employee/employer relations, and matters that affect instructional effectiveness (such as class size, instructional materials and supplies, building conditions, support services, curriculum articulation and alignment, etc.)
2. Such meetings may be postponed, or canceled, by either party, if mutually agreed.
3. Such meetings are not intended to bypass administrative channels or the grievance procedures.

B. Additional Meetings between the Employer and the Association.

1. At the discretion of either party, additional meetings will be scheduled, at a mutually agreeable time, but not later than ten (10) working days from the date the request is made.
2. Such requests will be in writing and will contain the items of concern.

## **SECTION 6: SCHOOL IMPROVEMENT TEAM (SIT)**

A. Purpose: School Improvement Teams (SITs) are created to give employees meaningful participation in the decision making process and to facilitate communication and problem solving at the building level. The SIT is also created to coordinate the resources that will help all students meet high academic standards through site based management. Part of this responsibility includes making decisions on allocated professional development funds as described in Article VII, Section 5: Employee Training. The District and Association recognize the need for autonomy for each building to manage and coordinate the School Improvement Plan (SIP). The SIP's purpose is to: promote successes, monitor progress, and implement ideas, plans, and strategies to bring about increased achievement and partnership. In addition, the District and the Association recognize that the building SIPs will align with the District Improvement Plan for the purpose of serving all students.

B. Composition: Membership on the SIT will include management and representatives from certificated staff. The SIT may also include a non-certificated staff member, parent, community member,

and/or student. There will be a team member from each department, grade level, and/or special interest group, but the total number will not exceed the number as set forth in Article IX, Section 8. Members will be selected by those they represent for a term to be determined by the building as a whole. The SIT will select a chairperson from among its members. Minutes taken at each meeting will be distributed to the building staff and superintendent.

C. Functions and Responsibilities:

1. At the first meeting of the new school year, the building administrator and SIT team members will establish operation norms or core covenants to steer the collaboration process. These will include the following at minimum: how to solicit items for the agenda, how to reach a consensus, how to resolve differences of opinions and how the rationale for decisions will be communicated to all staff. The norms or core covenants will be published and available at all meetings. A copy will also be provided for the District and Association.
2. Each SIT will solicit and consider the points of view of interested parties and will work to attain consensus whenever possible.
3. The SIT will have the opportunity for input on the following:
  - a. building goals/school improvement goals
  - b. timely communication regarding building and district initiatives
  - c. building budget
  - d. student discipline and code of student conduct
  - e. staff development plans
  - f. scheduling of classes
  - g. scheduling of school activities and special events
  - h. extra-curricular activities
  - i. problem solving for immediate issues that may arise
4. The SIT will meet regularly at a frequency and time to be determined by the team, but not less than once per month beginning in the month of September.
5. If a recommendation is made which is in violation of a state law or regulation, Board policy or action, the Agreement or an administrative procedure or directive, the Employer and Association will provide assistance to the building in an effort to seek a waiver or to find a manner of implementing the intention(s) of the building in such a fashion so as to avoid the violation. If, however, these efforts are unsuccessful, the parties will not allow the implementation of the recommendation.

**ARTICLE III: EMPLOYEE RIGHTS**

**SECTION 1: JUST CAUSE AND DISCIPLINE**

A. No employee will be disciplined without just cause.

B. An employee has the right to have the district and the Association handle any disciplinary matters with discretion and confidentiality to the degree permitted by law.

- C. An employee has the right to be informed of allegations against them within seven (7) working days of the making thereof.
- D. An employee has the right to question his/her accusers (unless it is a minor), within seven (7) working days of the making thereof and to have a representative of their choice present at such time. In the case of accusation by a minor, then the minor will be questioned by the appropriate authorities or representatives of the Board and the Association.
- E. An employee has the right to present evidence in their defense.
- F. An eligible employee will be advised by administration of the right to Association representation prior to any interview or meeting that may lead to a disciplinary situation/action. When the employee requests such representation, no action will be taken with respect to the employee until such representation is present.
- G. The Administration agrees to follow a practice of progressive discipline. Any disciplinary action taken against an employee will be appropriate to the behavior that precipitates the action.
- H. The specific grounds forming the basis for disciplinary action will be made available to the employee in writing.
- I. The Association will be notified of any impending disciplinary action against an employee. All documentation relied upon by the district will be provided to the Association upon request.

## **SECTION 2: WORK STATION VISITATION**

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

- A. All visitors to a school and/or classroom work station(s) will report to the school office to announce their presence.
- B. The principal or their designee will contact the teacher in person or by phone to determine if a visit at the present time would be in the best interest of the students.
- C. If the visit is approved, a pass will be issued for the visitor.
- D. In the event the visit needs to be postponed, the visit will be rescheduled.
- E. If visitors arrive unannounced, the teacher will immediately direct them to the office.

## **SECTION 3: NONDISCRIMINATION AND NON-RESTRICTION**

- A. The parties agree to comply with federal and state laws requiring non-discrimination.
- B. Nothing contained in this Agreement will be construed to deny or restrict to any employee rights he/she may have under the laws of the State of Washington and of the United States or WACs except as limited by binding arbitration of grievances.
- C. The private and personal life of any employee is not within the appropriate concern or attention

of the employer unless it affects general teaching performance.

D. The Employer will not interfere with the legal rights of employees to organize, join, and support the Association. The Association further recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

E. An employee will have the right to have an Association representative present during any conference.

F. Whenever possible, potentially difficult conferences and/or communication should be held at the end of the employee's workday.

#### **SECTION 4: PERSONNEL FILES**

A. Employees or former employees will, upon request, have the right to inspect all contents of their complete personnel file kept within the District as well as employment references transmitted by the Employer, except closed references requested by the employee. Upon request, a copy of any document(s) contained therein will be afforded the employee at the employee's expense. The Employer will keep no secret personnel files. This will not limit the right of a supervisor to maintain a working file for the purpose of evaluation, provided that the contents of such file will be limited to pre- and post- observation notes, conference notes, and evaluation reports within the previous and current school years. Such working files and copies thereof will be made available to the employee or their designated representative immediately upon request; a separate file for processed grievances will be kept apart from the employee's personnel file and will be open for inspection by the employee.

B. Each employee's personnel file should contain the following minimum items of information:

1. The employee's evaluation reports
2. Copies of annual contracts
3. Teaching certificate
4. Documentation of highly qualified status
5. A transcript of academic records

C. No evaluation, correspondence, or other material making any reference to an employee's or former employee's competence, character or manner will be kept or placed in the personnel file without the employee's knowledge and opportunity to attach their own written comments. The Employee will be notified within ten (10) working days after receipt of any material.

D. The employee will acknowledge that they have read such material by affixing their signature and the date on the actual copy to be filed with the understanding that such signature merely signifies that they have read the material to be filed. Such signature does not indicate agreement with its content.

E. Any derogatory statements from non-administrative sources will only be placed in the personnel file after the employee's supervisor has made an investigation. If the supervisor judges the facts are substantiated, then an account of the investigation and finding will be included with the statement; otherwise the material will not be included in the file.

F. Any employee inspection of their personnel file will be with an Employer representative present. At

the employee's request, anyone may be present at the review. Personnel files will be open to the public only as required by law.

G. The employee has the right to attach a rebuttal to any documents in their personnel file.

H. After two (2) years, an employee may request to have derogatory material removed from the personnel file. The Employer retains the discretion to maintain or remove such material. (Issues of sexual misconduct must be retained.) Upon mutual agreement by Employer and Employee, such material, both written and electronic copies, will be removed within five (5) working days.

## **SECTION 5: STAFF PROTECTION**

A. Liability Insurance: The Employer, in accordance with RCW 28A.400.370, will provide 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 to effectuate the utilization of such insurance.

B. Personal Property Insurance: The Employer will provide insurance for any clothing or other personal property damaged, destroyed or stolen as provided by RCW 28A.400.370. The Employer will provide the primary coverage and pay any deductible. However, personal items used for educational instruction will not be covered unless the employee has written authorization from the superintendent or designee to have the property at school.

C. Time Loss Compensation: The Employee initiates and the Employer facilitate the application for workmen's compensation for injuries or a medical condition incurred within the scope of employment. Employees should contact their immediate supervisor for utilization of such procedures. Whenever an Employee is absent from work, as a result of an on-the-job injury, or an occupational disease or health related issue, the Employee will be paid in accordance with state law. An Employee may not receive both full sick leave and full time loss payments except for separate contractual benefits.

## **SECTION 6: ASSIGNMENT/TRANSFERS**

A. The Employer will make grade, subject, and activities based on needs of the Employer, and consideration will be given to the employee's professional training, experience, specific achievements and service to the Employer.

B. All employees will be subject to involuntary transfer, provided they are qualified to fill the position. It is understood that instructional requirements and best interest of the school system and pupils will be considered. Reasons for the involuntary transfer will be discussed between the supervisor and the employee prior thereto the involuntary transfer. At such time as the transfer occurs, or within five (5) working days of notification of an involuntary transfer, the Employer will provide to the Employee or their designated representative, in writing, the basis for such action.

C. All employees presently employed will be given written or verbal notice of their specific assignments for the forthcoming year not later than the last day of school. Such notification will include position, grade-level, class, or subject.

D. An Employee being involuntarily transferred to another grade level, another building or classroom will be given two (2) staff days at their per diem rate or provided with release time at the discretion of the building administrator in consultation with the employee for moving and preparation prior to the

arrival of students. Additional days may be provided for abnormal circumstances. Should an assignment be altered after August 1st, the employee will be given three (3) days before school starts for moving and/or planning for the new assignment and paid at their per diem rate.

The following process is required for employee compensation:

1. Employee receives, from supervisor, communication identifying the assignment change/transfer.
2. An Added Pay Request will be initiated, in TalentEd Records, by the supervisor. The Added Time Request will include:
  - a. Specified date(s) of move or planning agreed upon by employee and supervisor
  - b. Once completed in TalentEd Records, by the supervisor, the request will require approval or review by the following individuals in this order:
    - i. Superintendent, approval
    - ii. Payroll & Benefits Coordinator, review
    - iii. Employee, review
3. In accordance with the above stated, the employee will complete an electronic time sheet in TalentEd Records no later than the 5<sup>th</sup> of the month following the month of the move to request compensation for pay. The process for approval in TalentEd Records is as follows:
  - i. Supervisor, approval
  - ii. Superintendent, approval
  - iii. Payroll & Benefits Coordinator, review
  - iv. Employee, review

District custodial assistance will be provided to complete the physical moving of instructional supplies/materials from classroom to classroom.

D. The individual employee may initiate request for reassignment and transfers. To facilitate the reassignment process, whenever a professional position becomes vacant the employees will be given notice of such vacancy through District staff bulletins. Any employee wishing to be notified of vacancies occurring during the summer will leave written notice at the administration office prior to the close of school. The employee will be notified of the position and application procedure.

E. Vacancies on the professional staff will be filled according to the following priority:

1. Any newly created position or district-identified vacancy will be posted throughout the District.
2. The district-wide posting will be prior to the hiring of any person either from within or without the district.
3. Prior to placement of an individual from outside the District, the superintendent or designee will review requests for transfer from employees desiring transfer.
4. All employee applicants who meet the minimum qualifications will be given first consideration over outside applicants. Such procedures will be in alignment with Article VI Section 2 (B) 5 hereof.
5. Employees will be notified of acceptance or rejection.
6. Reasons for rejection will be explained if requested.
7. Public notice of District vacancies will not be released prior to an in-district decision when the vacancy occurs before the first week of May.
8. After the first week in May, advertising for positions will be done simultaneously, in District and out.



F. Individual contracts will be issued by June 1<sup>st</sup> and will be returned to the Human Resources office within five (5) calendar days.

## **SECTION 7: EMPLOYEE FACILITIES**

A. Each administrative unit will have the following facilities and equipment for the exclusive use of employees in the administrative unit:

1. Space in each classroom to store instructional materials and supplies that the teacher and students use on a day-to-day basis.
2. A furnished staff lounge and dining area, equipped with a telephone for local calls, for the exclusive use of staff.
3. A work area, containing equipment and supplies to aid in the preparation of instructional materials.
4. A serviceable desk and chair and a filing space in each teaching station.
5. A well-lighted and clean restroom, separate for each gender and separate from student restrooms, as facilities allow or new facilities are built.

B. The Employer will provide supplies and equipment as financial resources allow. In the event of a budget freeze, any Employee may request funds for budgeted expenditures that are critically necessary for classroom operation through the building administrator.

C. The Employer will provide a safe and healthful working environment. Certificated staff will be provided with immediate notice when they are potentially exposed to contagious diseases and illnesses and they will be instructed as to prevention from the disease or illness.

## **ARTICLE IV: EVALUATION/PROBATION**

### **SECTION 1: INTRODUCTION**

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

### **SECTION 2: DEFINITIONS**

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

Component will mean the sub-section of each criterion.

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

Artifacts will 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 will 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 will not be used as evidence.

Not Satisfactory will mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

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

Student Growth Data will mean the change in student achievement between two points in time within the current 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 data elements to modify instruction and improve student learning,
7. Communicating and collaborating with parents and the school community, and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

These criteria will be revised upon any revisions made by the Legislature or OSPI.

B. Instructional Framework

The parties have agreed to the adopted evidence-based Cel 5D+ instructional framework approved by OSPI.

Nothing in the instructional framework will be binding on either party if it is contrary to the terms and conditions described in this agreement.

Upon mutual agreement the parties may select a different OSPI approved instructional framework.

C. Criterion Performance Scoring

The parties agree to use a model of Preponderance of Evidence for criterion performance scoring.

D. Summative Comprehensive Performance Rating

A classroom teacher will 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 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:

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 will 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 five student growth components, it will trigger the student growth inquiry plan. The teacher and 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 alignment;
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: APPLICABILITY & TRANSITION PLAN**

This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction and grades for students.

The term “classroom teacher” does not include ESAs, Counselors, librarians, media specialists, TOSAs,

Instructional Coaches, Curriculum Specialists, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in another section of this agreement.

## **SECTION 5: PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under Article VI, the District will provide professional development relevant to the framework and evaluation process. The district agrees to provide training on the instructional framework/evaluation model in compliance with state law.

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, will be given a copy of the evaluation criteria, procedures, and any relevant forms or screenshots appropriate to the teacher's position and track in the evaluation cycle.

No teacher will be evaluated by an evaluator who has not 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. Each year, the district will provide the Association 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 documentation of the demonstrated competence and inter-rater agreement of each evaluator.

## **SECTION 6: PROCEDURAL COMPONENTS OF EVALUATION**

### **A. Notification**

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

### **B. Teacher Self-Assessment**

- a. Prior to the Pre-Observation Conference, the member may complete a Self-Assessment form.
- b. No teacher will be required to complete or share the Self-Assessment form with their evaluator.

### **C. Student Growth Goal Setting:**

The teacher and principal will meet to determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal.

### **D. Artifacts and Evidence:**

1. The evaluator 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 will be incorporated on the negotiated form prior to the post-observation conference, and be used to determine the final evaluation score.
3. A teacher may, but will not be required to submit artifacts and evidence for completion of the evaluation; however, the teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the school year.

### **E. Record-Keeping**

The District will adhere to the following:

1. A copy of the final summative evaluation form (Appendix B) will be viewable and obtained in TalentEd Perform.
2. Evaluators will notify the teacher of any additional evidence submitted to the final summative evaluation form within forty-eight (48) hours.
3. Any and all data in relationship to the evaluation will be considered confidential, and not be subject to public disclosure.

OR

All physical documents, including final framework rubric, artifacts, teacher's written comments, if applicable, and above forms, will be moved to the teacher's personnel file at the end of the school year.

F. Electronic Monitoring

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

G. Alternative Evaluator

On request, teachers will be assigned an alternative evaluator. Requests must be submitted in writing by October 1<sup>st</sup>.

**SECTION 7: EVALUATION TYPE ASSIGNMENTS (COMPREHENSIVE AND FOCUSED)**

A. The following staff will receive a comprehensive summative evaluation:

1. All classroom teachers will receive a comprehensive summative evaluation at least once every six (6) years.
2. All classroom teachers who are provisional employees under Washington state law will receive a comprehensive evaluation
3. Any classroom teacher who received a summative evaluation performance level rating of 1 (unsatisfactory) or 2 (basic) in the previous school year will receive a comprehensive evaluation.
4. All those not on a comprehensive evaluation will be on a focused evaluation.

**SECTION 8: COMPREHENSIVE EVALUATION**

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher eligible for focused evaluations must complete a comprehensive evaluation once every four years. The Association and the District agree to follow the recommended observation schedule for CEL5D+.

A. Pre-Inquiry Cycle Conference:

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

B. Observation Cycle:

1. The total annual observation time must be at least sixty (60) minutes for non-provisional certificated staff.

2. Provisional teachers must be observed for at least sixty (60) minutes within the first ninety (90) days of the school year. The total annual observation time cannot be less than ninety (90) minutes.
  3. Observations will not take place on half, early release, or late start days, the day before winter or spring break, and on days of an assembly or a modified schedule, unless agreed to by the employee.
  4. The evaluator will document all formal observations within three (3) days.
- C. Post-Inquiry Cycle Conference
1. The post-inquiry cycle conference between the evaluator and teacher will be held no later than five (5) days after the final observation cycle.
  2. The purpose of the post-inquiry cycle 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.
  3. 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.
- D. Final Summative Evaluation Conference
1. No later than May 10<sup>th</sup> the evaluator and teacher will 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 teacher's performance over the course of the year.
  2. The teacher has the right to provide additional evidence for each criterion to be scored.
  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 will sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.
  6. Teachers will have the right to attach additional comments or a rebuttal to the Final Summative Evaluation.

## **SECTION 9: FOCUSED EVALUATION**

The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight state criteria.

If a non-provisional teacher has scored at Proficient or higher the previous year, they will be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation.

If the evaluator is initiating the move back to a comprehensive evaluation, a conference will be conducted, and the rationale and evidence for the decision shall be cited. Should an evaluator or teacher initiate a change back to a comprehensive evaluation for that school year, the parties impacted by this change must be informed of this decision in writing any time on or before December 15<sup>th</sup>. A full cycle

of inquiry must be completed prior to a decision to move a teacher from a focused to a comprehensive evaluation.

- A. The criterion area to be evaluated will be proposed by the teacher prior to, or at the first pre-inquiry conference, and must be approved by the evaluator.
- B. If the employee 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 may not be required.
- D. Observations and conferences for the focused evaluation will follow the guidelines set forth in Section 6 – Procedural Components of Evaluation, and Section 7 – Comprehensive Evaluation Process, 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 will be required to work on a shared goal.

In accordance with WAC 392-191A-120, a summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

#### **SECTION 10: PROFESSIONAL SUPPORT FOR PROVISIONAL STAFF**

The District and the Association recognize the importance of teacher development. It is the purpose of the District's mentoring program to provide support and encouragement for new staff, so they, in turn, will become our best teachers. It is the intent of the District when resources and staff are available to provide new educators support and professional development which reflect the Washington State Teaching Standards.

#### **SECTION 11: PROBATION**

At any time after October 15<sup>th</sup>, a classroom teacher whose work is not judged satisfactory based on district evaluation criteria will be notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

A. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is not judged satisfactory:

- 1. Level 1: or
- 2. Level 2 if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three-year time period.

B. In the event that an evaluator determines that the performance of a teacher under their supervision merits probation, the evaluator will report the same in writing to the Superintendent. The report will include the following:

1. The evaluation report prepared pursuant to the provision of Section 6 above, and,
2. A recommended specific and reasonable program designed to assist the teacher in improving their performance.

C. If the Superintendent concurs with the administrator's judgment that the performance of the employee is unsatisfactory, the Superintendent will place the teacher in a probationary status for a period of not less than sixty (60) school days, any time after October 15. 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 15<sup>th</sup> 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 15<sup>th</sup> of less than level 2.

D. Before being placed on probation, the Association and the teacher will be given notice of action of the Superintendent which notice will contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework;
2. A suggested specific and reasonable program for improvement;
3. A statement indicating 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.

E. Evaluation During the Plan of Improvement:

1. At or about the time of the delivery of a probationary letter, the evaluator will hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. 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 of improvement will include a description of agreed upon district support. Once the areas of deficiency and criteria for improvement have been determined, they will not be changed without evidence and notification to the employee and the Association. During the probationary period, the evaluator will meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
3. The probationary teacher will be removed from the probation at any time if he/she has demonstrated measurable improvement to the satisfaction of the evaluator in those areas specifically detailed in their notice of probation.
4. The Association may elect to bring in an outside professional to observe, advise, and assist the teacher while on probation.
5. The probationary teacher may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by



the ESD and will be jointly selected by the District and the Association 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 District.

F. Records of probation and supporting documentation for an unsatisfactory evaluation will only be maintained in the teacher's file for the length of time mandated by State law and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed upon request.

G. A teacher who is on a plan of improvement must be removed from probation if they have demonstrated improvement in the areas prescribed as deficient. The teacher must be removed if a teacher with five (5) or fewer years of experiences scores a Level 2 - Basic or above and a teacher of more than five (5) years scores at a Level 3 - Proficient or above.

H. Immediately following the completion of a probationary period that does not produce performance changes in the comprehensive summative evaluation performance level ratings specified in Section 9, detailed in the initial notice of deficiencies, and program for improvement, the teacher may be removed from their assignment and placed into an alternative assignment for the remainder of the school year.

The 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.

I. 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.

J. Evaluator's Post-Probation Report:

Unless the probationary teacher has previously been removed from probation, the evaluator will submit a written report to the Superintendent at the end of the probationary period which report will identify whether the performance of the probationary teacher has improved and which will 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 the removal of the probationary status; or
2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
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.

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

**SECTION 12: NON-RENEWAL (DISCHARGE)**

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of Level 1 – Unsatisfactory for two (2) consecutive years, the District will, within ten (10) days of the completion of the Final Evaluation Conference or May 15<sup>th</sup>, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28A.405.300.

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 will have ten (10) days following receipt of such said notice to file any notice of appeal as provided by statute and retains all rights and timelines by the Agreement.

**SECTION 13: EVALUATION RESULTS**

A. Evaluation results will be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of their assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District Instructional Framework and Washington State 8 Criteria.

B. Evaluation results will not be:

1. Shared or published with any teacher identifying information.
2. Shared or published without notification to the individual and Association.

**ARTICLE V: EVALUATION/PROBATION (EDUCATIONAL STAFF ASSOCIATE – ESA AND TEACHER ON SPECIAL ASSIGNMENT - TOSA)**

The evaluation procedure set forth herein applies to all certificated staff members who are considered an Educational Staff Associate (ESA) and/or Teacher on Special Assignment (TOSA).

In accordance with WAC 181-79A-140, the educational staff associate certificate authorizes service in the roles of school speech pathologists or audiologists, school counselors, school nurses, school occupational therapists, school physical therapists, school psychologists, and school social workers: Provided, That nothing within Chapter 181-79A WAC authorizes professional practice by an educational staff associate which is otherwise prohibited or restricted by any other law, including licensure statutes and rules and regulations promulgated by the appropriate licensure board or agency.

A teacher on special assignment is a certificated teacher who is not assigned to a classroom of students for instructional purposes, rather who is assigned by the District to perform special job functions, such as Dean of Students, Special Education Coordinator, and Athletic Director.

**SECTION 1: PURPOSE**

The evaluation procedure set forth herein provides for a positive attitude to be maintained by all parties toward the development and improvement of the instructional program of the District. The evaluation

procedure recognizes high levels of performance and encourages improvement in specific identifiable areas through the systematic assessment of the instructional program.

## **SECTION 2: PROCEDURE**

A. The principal or designee in each school in which the employee works will evaluate each employee. If an employee works in more than one (1) building, one (1) evaluator will be designated by the superintendent to conduct the evaluation. In this event, the evaluator will conduct at least one (1) observation of the required two (2) in the building where the supervisor resides.

B. No member of the bargaining unit will evaluate any other member of the bargaining unit nor will any member of this bargaining unit evaluate a classified staff member. This language does not apply to evaluations within the Forks Coaches Association.

C. Nothing in this section will 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.

D. No evaluation conference will be used as a forum to formally discipline employees.

## **SECTION 3: REQUIRED EVALUATIONS**

Annually, employees will be observed a minimum of sixty (60) minutes prior to the formal evaluation conference, with no required observation being less than thirty (30) continuous minutes in length; except as provided for in Section 6 below. The first observation of continuing employees will be completed by December 5th, and the second observation of continuing employees will be completed by May 15th of the school year. For provisional employees, a formal evaluation conference will be held within the first ninety (90) calendar days of employment, but in no event later than December 5th, and May 15th of the school year. For all other employees, the formal evaluation conference will be held by June 1st.

## **SECTION 4: OBSERVATIONS**

Observations, where appropriate, will take place under a variety of circumstances (for example, different subject areas, different instructional methods, and different times of the day, week and Year). The evaluator will utilize the evaluation criteria listed on the Teacher Evaluation Form (Appendix C-F) as the basis for the observation. Following an observation, the evaluator will document the results, and provide the employee a copy within three (3) days after the observation. Each employee will conference with his/her evaluator either following receipt of the observation summary or at a time mutually satisfactory to the participants. During such conference, the parties will discuss strengths and areas for potential growth observed. Upon request of the Employee or Employer, a pre-observation conference will be held between the evaluator and the employee prior to the employee's first observation to apprise the evaluator of the employee's objectives, methods, and materials planned for the situation to be observed.

A. The evaluator will, 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.

B. The evaluator will complete no evaluation report without incorporating all observations reports prior to the date of completing the Teacher Evaluation Form. Such evaluation forms will be consistent with the teacher's areas of expertise (Appendices H through K). Attached hereto, and incorporated herein by reference. This provision will include any "Short Form" or "Professional Growth Option" evaluation as may be elected pursuant to Article V, Section 6 hereof.

C. Learning Walks will be non-evaluated observations and will be notified in advance. The purpose of the Learning Walks is to gather data related to instructional practices and provide opportunities for teachers to have meaningful conversations and reflect on their work. School authorized individuals on Learning Walks will not be considered visitors.

#### **SECTION 5: EVALUATION REPORT**

A. The principal or immediate supervisor will complete the Teacher Evaluation Form (Appendices H-K) for the employee's personnel file by June 1<sup>st</sup>.

B. The employee will receive a copy of the final Teacher Evaluation Form two (2) days prior to the post evaluation conference unless otherwise agreed. The employee's signature on the Teacher Evaluation Form (Appendix C - F) does not necessarily indicate concurrence with the evaluation; the employee will sign the document to indicate receipt of the evaluation document. The employee has the right to attach a written statement within ten (10) days of receipt.

C. Distribution of the final Teacher Evaluation Form (Appendix C - F) will be as follows:

1. Original – School District personnel file
2. First Copy - Principal
3. Second Copy - Employee

D. The Teacher Evaluation Form (Appendix C - F) contained in the Appendices of this Agreement will be the only forms used for evaluations of employees covered by this Agreement.

E. All employees will be evaluated in accordance with the criteria set forth in the Appendices of this Agreement. All evaluations will be documented on the Teacher Evaluation Form (Appendix C - F), will acknowledge the strengths and deficiencies, if any, of employees and will also acknowledge supportive information for the conclusions made by the evaluator. If any indicator is checked as "indicator needs improvement," a written narrative explanation will be included with suggestions on how to improve performance to meet indicator. An indicator will not have both Needs Improvement (NI) and Indicator Met (IM) marked.

F. Certificated support personnel are subject to all sections of Article V Evaluation/Probation, with the following exceptions:

1. The criteria for evaluation will be those listed on the Certificated Support Personnel Teacher Evaluation Forms, specific to their job assignment (see Appendix C- F). If in the judgment of the evaluator, specific criteria on the form do not apply to a particular support employee, such will be indicated in the "does not apply" column by the evaluator.

2. During each school year, certificated support personnel will be observed for the purpose of evaluation at least twice in the performance of their primary work assignment. Total observation time will not be less than one (1) hour. At least one (1) observation will be for a minimum of thirty (30) minutes.

#### **SECTION 6: SHORT FORM OF EVALUATION**

After an employee has four (4) consecutive years of satisfactory evaluations under the provisions of this agreement, the principal or immediate supervisor of such employee may:

1. Elect to use a short form of evaluation provided the requirements of RCW 28A.405.100(5) are fully met. The short form of evaluation will consist of a thirty (30) minute observation during the school year with a written summary or a final annual written evaluation based on the evaluation criteria and at least two (2) observation periods during the school year totaling at least sixty (60) minutes, without a written summary of such observations being prepared.
2. The employee may elect to have a Professional Growth Option (Appendix G) or a Short Form Evaluation. In the event that the employee elects the Professional Growth Option, the employee may request or apply for cost reimbursement through the School Improvement Team. However, the normal evaluation process set forth in the preceding provisions of this Article will be followed at least once every three (3) years for each employee. The short form evaluation process may not be used as a basis for determining that an employee's work is unsatisfactory or as probably cause for non-renewal of the employee's contract.

#### **SECTION 7: PROBATIONARY PROCEDURES**

A. The probationary procedure, as set forth in this Agreement, will provide an employee with assistance in the improvement of performance relating to the instructional program.

B. All provisional employees are afforded no greater employment rights than prescribed by RCW 28A.405.220.

C. If it becomes necessary to place a non-provisional employee on probation, such action will be in accordance with this Article and the adopted evaluation criteria (refer to Appendices H-K).

D. Such probationary period will begin no sooner than October 16<sup>th</sup> and no later than February 1<sup>st</sup> and will end not later than May 1<sup>st</sup> of the same year. The probationary process is to be implemented and completed within this time frame. In carrying out the probation procedure, the following steps will be followed:

STEP 1: The principal or immediate supervisor will meet with the employee in an attempt to resolve matters, relating to performance before probation is recommended. This conference will be held before the date of the formal evaluation and in no case later than January 25<sup>th</sup>. The employee will have an opportunity to have an Association representative in attendance at the conference.

STEP 2: If an employee is being considered for probation, the recommendation to the superintendent for probationary status must be made in writing and a copy of that recommendation be sent to the employee. The recommendation for probation will include a specific and reasonable

program for improvement as follows:

1. A specific definition of the problem in terms of instructional deficiency;
2. A statement of reasonable expectations delineating what levels of performance will constitute acceptable performance in the deficient areas; and
3. Any prepared plan of improvement as provided for in this section will include specific, reasonable, written recommendations for improvement. Definite positive assistance, material resources, and consultant resources will be provided when necessary and reasonably available to implement the recommendations for improvement. If such resources are necessary, but not available, then the recommendation for improvement will be stricken from the plan.

STEP 3: If the superintendent concurs with the principal's or immediate supervisor's judgment that the performance of the employee is unsatisfactory, the superintendent will place the employee in a probationary status beginning on or before February 1 and ending on or before May 1st. On or before February 1st, the employee will be given written notice of the action of the superintendent, which notice will contain the following information:

1. A specific definition of the problem in terms of instructional deficiency;
2. A specific set of expectations delineating what would constitute acceptable performance in the problem areas defined;
3. A prescription for remediation that spells out courses of action and time expectations so the employee can reach an acceptable level of performance;
4. A prescription for assistance by the principal or immediate supervisor that spells out courses of action whereby the employee's performance is brought to an acceptable level; and
5. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in their area(s) of deficiency.

STEP 4:

1. At or within two (2) days of the delivery of a probationary letter, the principal or immediate supervisor will hold a personal conference with the employee to discuss the performance deficiencies and the remedial measures to be taken as outlined in the probationary letter.
2. During the probationary period, the principal, immediate supervisor or other mutually agreed upon evaluator will meet with the employee at least twice monthly at mutually agreed upon times to supervise and make a written evaluation of the progress, if any, made by the employee. The employee will be given a copy of the written evaluation of the progress. At such meetings, the employee may have representative of their choice present.
3. The probationary employee may be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas defined in their notice of probation.

STEP 5: Unless the employee has previously been removed from probation, the principal or immediate supervisor will submit a written report to the superintendent, with a copy to the employee, prior to the end of the probationary period established in Step 3. This report will identify whether the performance of the employee has been improved and will set forth one of the following recommendations for further action:

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
3. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employee's contract; or
4. However, prior to submission of such recommendation, the employee will be given 10 (ten) working days to attach a rebuttal document.

## **SECTION 8: ACTION OF THE SUPERINTENDENT**

Following a review of the report submitted pursuant to Step 5, the superintendent will determine which of the alternative courses of action is proper and will take appropriate action to implement such determination. In any case, the superintendent will notify the employee in writing no later than May 15th of the state of his/her contract renewal.

## **ARTICLE VI: LAYOFF AND RECALL**

### **SECTION 1: PROGRAMS, SERVICES, AND STAFF RETENTION**

A. Prior to May 15th, the Board of Directors will determine whether the financial resources of the District will be adequate to permit the District to maintain its educational programs and services substantially at the same level for the following school year.

B. If it is determined that such financial resources are not reasonably assured for the following school year, the Board will adopt a modified educational program developed by the administrative leadership team with input from FEA. Upon receipt of notice from the Board of probable cause for program modification, the Superintendent will provide written notice to FEA and request input for program modification.

1. The modified educational program will be based on the district focus and goals.
2. The Board will identify those certificated staff members who will be retained to implement such a modified program and those certificated staff members, if any, whose contract will not be renewed.
3. In the event the Employer determines that probable cause for layoff exists based on lack of sufficient funds, or a loss of levy election, the non-renewed employee(s) will receive notice of probable cause pursuant to RCW 28A.405.300 or 28A.405.210. The employee, with the exception of provisional employees, may appeal any said probable cause determination directly to the superior court of the county in which the District is located. Such appeal will not impede the District from continuing its implementation.

## **SECTION 2: ADMINISTRATIVE PROCEDURES**

### **A. Programs and Services**

1. If educational programs and services of the District are to be modified because of lack of financial resources, the following guidelines will be taken into consideration in determining the programs and services to be retained, modified, or eliminated. High priority will be given to maintaining reasonable pupil/teacher ratios in the classroom as determined by the current Legislative funding formula of said school year. When revenues are categorical and depend on actual expenditures rather than budget amount, every effort will be made to maintain these programs, where reasonable, to the limit of their categorical support (for example, vocational education, federally supported programs, etc.). High school course offerings required for graduation will be retained.
2. The Association will have the opportunity to make recommendations to the Employer about possible program and service modifications prior to April 15<sup>th</sup>.

### **B. Staff Retention**

1. In the event there is modification of programs and services for financial reasons, the number of certificated personnel required to implement the modified education program and services will be determined as provided in this Section by May 15<sup>th</sup>.
2. In an effort to eliminate the necessity of non-renewal or involuntary terminations, every reasonable effort will be made to ascertain the number of certificated positions that will be open for the following school year by reason of normal attrition as outlined below. Such vacancies will not be replaced except as indicated in c below:
  - a. Voluntary and mandatory certificated personnel retirements.
  - b. Certificated personnel resignations.
  - c. Transferring currently employed certificated staff members within the District unless by reason of certification, endorsement, training or experience, no qualified person is available to fill vacant positions.
3. To ensure that the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington State certificate(s) or endorsements as may be required for the position(s) under consideration. In addition, to allow for the least disruption of the on-going program and to provide for the least deviation from the present assignment of personnel, teachers (including administrators) will be grouped district-wide in separate categories as follows:
  - a. Elementary & Intermediate school - grades K through 6
  - b. Junior high school - grades 7 & 8
  - c. High school - grades 9 through 12
4. Each certificated employee will, in accordance with the criteria set forth in paragraph 5, be considered for retention in the category or specialty held at the time of the implementation of these procedures, and in addition, in such additional categories as any such employee may designate in writing to the superintendent, provided that in order to qualify for consideration in any such additional category, the employee:



- a. Must have had a minimum of one (1) year full-time professional experience teaching within the last six (6) years in each such additional category, or
  - b. The employee must have the equivalent of a college minor (15 quarter hours or 10 semester hours or endorsement)
  - c. Any written designations for consideration in additional categories will be submitted within five (5) days after any request for such information is made by the superintendent. Employees will only be considered for additional categories under this paragraph if they do not qualify for retention in the category held at the time of the implementation of these procedures.
5. Certificated employees will be recommended for available positions within each category or specialty on the basis of District affirmative action goals, seniority (years of experience) as a certificated employee in education, within Washington State, as recorded in the District Superintendent's office.
- a. Within each category, the senior employee(s) will be recommended for retention if the category is not eliminated.
  - b. If ties exist, the preferences will be given to the employee(s) that is (are) the farthest to the right in horizontal placement on the salary schedule as credited by the District Superintendent's office by September 25th on the current salary schedule.
  - c. If ties still exist, preference will be given to the employee(s) who has (have) the ability to handle extracurricular activities in addition to their teaching assignment, the ability to handle both teaching and administrative duties where a need for flexibility exists, or the ability to be involved in several programs or departments where a need for flexibility exists.
  - d. The employee with the highest overall evaluation rating of distinguished, proficient, basic or unsatisfactory (comprehensive or focused) in the last contract year will be given preference.
  - e. If ties still exist, the preference will be given by a drawing.
6. In the event the Employer determines that probable cause for lay-off exists, each certificated employee in the District will be listed in conformance with all provisions in Section B – Staff Retention: 3, 4, and 5.
- a. The list will be ordered from the highest rating (with respect to the criteria) to the lowest.
  - b. Every certificated employee to whom this policy applies will be provided with the seniority list annually by October 1st by the posting thereof on the District's website.
    - 1.) In the event the Board approves a resolution of Program Modification, the Superintendent's office will post the seniority list upon the District's website, upon which that employee's name appears, along with the number of certificated employees projected to operate the District's proposed program.
  - c. Any staff member may, in writing, and within five (5) days of receipt of the list, file with the superintendent his/her objection to the ranking order.
    - 1.) The employee may request consideration for the modification of the ranking order based on the information in the Employer's possession.

- 2.) Said individual must include in the request a full statement as to the facts on which the employee contends the list should be modified.
  - 3.) If the superintendent rejects the individual's request for modification of the list, he/she will do so in writing and provide the individual and the Association with copies thereof.
7. Prior to May 15<sup>th</sup> of the year immediately preceding the school year in which the modified education programs will take effect, the name(s) of certificated personnel to be non-renewed or terminated, if any, will be identified and submitted to the Board for approval and action under RCW 28A.405.210. The Superintendent has the discretion of granting time for purposes of interviewing for other positions once personal leave days have been exhausted.
  8. All certificated personnel who are not recommended for retention in accordance with these administrative procedures will be terminated from employment and placed in an employment pool for possible re-employment.
    - a. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties for which they are qualified.
    - b. If more than one such employer is qualified for an open position the employee that was last non-renewed or terminated will be first offered such position.
  9. When a vacancy occurs, for which any person in the employment pool qualifies, notification from the Employer to such individual will be by certified or registered mail, or personal contact by the Superintendent or their designee. Such individual will have five (5) calendar days from the receipt of the letter or from the date of the personal contact to accept the position.
  10. If an individual in the employment pool fails to accept a position for which he/she is eligible, pursuant to this policy, such individual will be dropped from the employment pool.
  11. At the end of the school year in which any modified education program is to be implemented, certificated staff members remaining in the employment pool will be offered contracts for available certificated positions for which they are qualified.
  12. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool will be re-established for one (1) additional year.
  13. The Employer will utilize employment pool personnel as substitute teachers on a first priority basis.
  14. Certificated personnel within the employment pool may pay their total medical insurance premium to the Employer, and in turn, the Employer will forward the money to the appropriate medical payment center so that the member of the employment pool and/or his/her dependents will be included within the group medical insurance.
  15. Any member of the employment pool who accepts or signs any contract with an educational

institution will disqualify them from the employment pool.

16. All benefits to which an employee was entitled at the time of layoff will be restored upon return to active employment.

## **ARTICLE VII: INSTRUCTION**

### **SECTION 1: ACADEMIC FREEDOM**

A. Academic freedom is the right of employees to encourage freedom of discussion of controversial questions and non-controversial questions in the classroom by studying, investigating, presenting or interpreting facts, information, and ideas. This right is guaranteed to all employees provided that:

1. Issues discussed are reasonably relevant to the subject matter of the course being taught.
2. They are presented in an objective manner with due regard for the maturity level of the employee's students.
3. They are consistent with Board Policy Number 2331 (Appendix J) as developed in consultation with teachers.
4. Clearly questionable matters concerning the appropriateness of the issue and the maturity of the students will be referred to the principal for consultation and decision in accordance with Board Policy Numbers 2020 (Appendix I) and 2331 (Appendix J).

B. No mechanical device will be used for the purpose of audio or video recording of the procedures and discussion in any classroom unless mutually agreed upon by the employee and supervisor.

### **SECTION 2: CLASS SIZE**

Class size concerns may be dealt with by the following procedure:

A. By the beginning of the third week of school, teachers will report overloaded grade/class levels to the principal.

B. At the Leadership Team meeting immediately following the above report, the principal will report the situation to the superintendent.

C. Within a week of the above Leadership Team meeting, the principal will meet with and report back to the teachers of the affected grade/class level the decision of the superintendent.

### **SECTION 3: BUS & RECESS DUTIES**

Employees will not be required to perform bus or recess duties, except in the case of a bona fide emergency. Further, except in the case of levy loss situations, the Employer will guarantee that prior to assigning an employee to bus or recess duties, it will make efforts to find a suitable replacement that is not a certificated employee.

### **SECTION 4: STUDENT DISCIPLINE**

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

B. The Employer will support and uphold certificated employees in their efforts to maintain discipline in the District. The authority of employees to use prudent disciplinary measures for the safety and well

being of students and employees is supported by the Employer.

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

D. By May 1st, the staff and administrator(s) at each site will review their building disciplinary plan and current teacher and student rights handbooks and prepare such handbooks for the succeeding year. The building plan and teacher handbooks will include procedures to be followed in the case of verbal or physical assault on employees by non-students. Also, the Employer will hold building-level meetings for employees covering applicable federal, state and local laws and district rules, regulations, and procedures related to student discipline and employee safety. Each employee will be provided a copy of the building discipline plan.

E. Teachers will be notified before any student is admitted into a class after having committed physical or verbal assault upon any employee or if the student has a known, documented history of violent or threatening behavior. A plan of action for behavior improvement and specific behavior expectations will be developed by the principal and/or designee and/or the appropriate teacher. This plan will be in effect prior to the student's admission to class. In addition, any teacher may request a similar plan of action for any chronically disruptive student.

F. Any employee who is threatened with physical harm by any person or group while carrying out assigned duties will immediately notify the administration and, if necessary, the appropriate law enforcement authority. Immediate steps will be taken by the administration in cooperation with the employee to provide for the employee's safety. Steps may include notifying law enforcement, providing legal counsel and/or other earnest efforts.

G. Employees will have the right to exclude a disruptive student from their classroom for the balance of any class period. Such student may not be returned to that classroom without a conference being scheduled within the next two (2) school days between the employee, the student, the appropriate administrator 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, or that otherwise satisfactorily deals with the problem.

H. The Employer will print the following notices in each 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 will be held liable for such damages."

I. All provisions of this section are conditional upon implementation of student discipline consistent with federal and state laws and Board Policy Number 3240 (Appendix K).

## **SECTION 5: EMPLOYEE TRAINING**

A. A budget allocation of at least \$40,000 per year for the duration of this agreement will be distributed on a per FTE-basis within each building budget for the purpose of providing staff development in alignment with district goals and priorities, and SIP within the employee's area of professional expertise. Employees wishing to apply for staff development funds should complete a Professional Development/Travel Request and submit it to the SIT. Each building's SIT will distribute funds for activities supporting the building goals as defined by the building plan and/or activities that support the employee's area of professional expertise. Extracurricular training and workshop/clinic attendance is not an allowable expenditure of these funds. This budget allocation is to fund all costs of a staff development activity including, but not limited to, substitutes, travel, registration, meals/lodging, and compensation for any time approved by the respective SIT. Application for monies for activities outside the scope of this section may be made to the building principal. Employees who have been approved for reimbursement or advance travel funds will be paid in accordance with Board Policy Number 6213 (Appendix L).

B. It is recognized that effective training programs are necessary to provide continuing opportunities for the growth of employees. Therefore, the Employer will survey employees to determine employee development needs. Such surveying, planning, and implementation may be with the assistance of other agencies, or colleges and universities.

C. Employee development activities may cover the following areas:

1. Release time for classroom observation and visitation
2. Release time for training
3. Workshops and classes designed to meet student needs
4. Consultant and material assistance for staff involved in curriculum innovation and change
5. National Board Certification or additional endorsements

E. The Association may recommend to the Employer topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction.

## **SECTION 6: SPECIAL PROGRAMS**

A. Special Education, Migrant/Bilingual Education teachers will annually participate in conducting a program needs assessment in consultation with the program director and building administration. Special Education, Migrant/Bilingual Education teachers will receive up to five (5) days per year of release time per teacher, authorized by the Superintendent or designee. Extra days may be requested for additional caseload relief as authorized by the Superintendent or designee.

B. Elementary and Secondary special education staff will be provided 30 minutes per day or 2.5 hours per week in addition to regular planning/prep time.

C. Prior to the start of the school year, certificated special education teachers will provide professional development to the paraprofessionals that work under their direction. Teachers will be compensated at their per diem rate for a minimum of four (4) hours and a maximum of seven and one half (7.5) hours.

D. Training for certificated Special Education teachers will be based on needs identified through surveys.

E. Within the first two (2) weeks of the start of school, the district will provide special education teachers with a list of approved District Representatives for the purpose of planning and organizing IEP meetings. Any employee, not designated as a District Representative, must have prior written approval of the district's Special Education Director or Superintendent before serving as a District Representative on an IEP team. If a certificated employee serves as the designated District Representative and is working outside of the contracted work day, they will submit an added time request to the Assistant Superintendent or designee at the per diem rate.

F. Special Education teachers new to the district will receive training on the use of software programs needed to complete IEP writing duties. Any teacher overseeing high needs behavior students will also receive Right Response training at the soonest available date for appropriate training.

G. Special education teachers will be compensated fifty (50) dollars per IEP that is completed and submitted to the district office on or prior to the annual IEP date identified in the Quillayute Valley Special Education Handbook. In order to receive compensation, the IEP must be compliant as defined by the OSPI IEP Review Rubric (Appendix H).

H. At the close of the school year, any special education teacher that has met all of their reporting and compliance timelines and not utilized all of their five (5) release days, will be compensated at the daily certificated substitute rate for each of their remaining substitute days.

#### **SECTION 7: PARAEDUCATOR**

Building principals will work in consultation with certificated special education teachers to assign special education Para-educators. Employees who are assigned a Para-Educator may provide input on the Para-Educator's evaluation. This input will not be used as the evaluation instrument (Appendix N).

### **ARTICLE VIII: LEAVES**

#### **SECTION 1: GENERAL PROVISIONS**

- When an employee must be absent due to an unexpected illness or injury, the employee must notify the District not later than 7:00 a.m. of the first day of illness. If the absence may be for consecutive days, the Employer should be notified of the probable date of return.
- The Employer may request a physician's statement for any absence of more than six (6) consecutive school days.

#### **SECTION 2: SICK LEAVE**

A. At the beginning of each school year, each employee will be credited with an advanced sick leave allowance of twelve (12) days with full pay to an accumulative maximum of one-hundred eighty (180) days.

B. Deductions from sick leave may be taken for the following reasons:

1. Absence caused by personal illness, injury, doctor/dental/optical appointments, poor health, maternity/paternity, quarantine or other disability.
2. Adoption leave will be granted with pay up to ten (10) days and will be deducted from sick leave.
3. Absence caused by illness, injury or doctor/dental/optical appointments for relatives or household members.
4. Business/Emergency Leave may be granted by the superintendent and deducted from sick leave accumulations under the following conditions:
  1. The problem must be suddenly precipitated and of such a nature that preplanning is not possible or where preplanning cannot relieve the necessity of the employee's absence.
  2. The problem cannot be one of minor importance or of mere convenience for the employee.
  3. Emergency leave will apply in the case of serious illness for relatives or household members.
  4. In the event of a wedding or graduation after personal leave has been exhausted.

### **SECTION 3: 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, unused sick leave days may be cashed out in January of any school 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 will 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 1st and December 31st 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 will receive remuneration at a rate equal to one (1) day's (1/183) current monetary compensation of the employee for each four (4) full days' accrued sick leave for illness or injury.

### **SECTION 4: LEAVE SHARING**

A. Certificated employees may participate in the Quillayute Valley School District Leave Sharing Program as regulated by state law and provided by Board policy. This section will be implemented consistent with RCW 28A.400.380, RCW 41.04.650 through .655 and the relevant regulations of Chapter 392-126 WAC.

### **RECIPIENT OF LEAVE**

B. An employee will be entitled to receive leave under this section if the employee's absence and the use of shared leave are justified because:

1. the employee 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; or
2. the employee has been called to the uniformed services; or
3. a state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers their services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employee's offer of volunteer services; or
4. the employee is a victim of domestic violence, sexual assault, or stalking; or
5. the employee needs the time for parental leave, as defined below; or
6. the employee is sick or temporarily disabled because of pregnancy disability, as defined below; and
7. the employee's illness, injury, impairment, condition; call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking, has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment.

C. An employee receiving such leave sharing transfer under paragraphs 1 and/or 2 above must have depleted or will shortly deplete their:

- accumulated sick leave, if they qualify under paragraph 1 above; or
- paid military leave allowed under RCW 38.40.060 if he or she qualifies under paragraph 2 above.

D. An employee receiving such leave sharing transfer under paragraphs 5 or 6 above must have depleted or will shortly deplete their accumulated sick leave. However, the employee is not required to deplete all of their sick leave and can maintain up to forty (40) hours of sick leave in reserve.

E. For purpose of this section, "parental leave" as used in paragraph 5 above means leave to bond and care for a newborn child after birth or to bond and care for a child after placement for adoption or foster care, for a period of up to sixteen (16) weeks after the birth placement.

F. For the purpose of this section, "pregnancy disability" means a pregnancy-related medical condition or miscarriage.

G. Staff members receiving workers' compensation are not eligible to receive leave sharing.

H. An employee needing leave days will submit a request to the District. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee.

I. The superintendent, or the superintendent's designee, will determine the amount of leave, if any, which an employee may receive. A full-time employee will not receive a total of more than one hundred eighty (180) days leave. Part-time employees will not receive more than their pro-rata share of the one hundred eighty (180) days. No employee will receive more than 522 days of shared leave during total district employment.



J. Recipients must use accumulated donated hours on consecutive workdays unless recommended otherwise by a physician's statement and approved by the director of personnel.

### **DONOR OF LEAVE**

K. An employee who has accrued a sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a specified amount of sick leave to another employee. In no event may such an employee request a transfer that would result in their sick leave account going below twenty-two (22) days. Such a transfer of leave must be made for the benefit of a designated employee.

L. The donating employee will make any transfer request in writing [using the District's leave sharing form].

M. Transfer of leave from any donating employee will not exceed the donating employee's requested amount.

N. The value of the leave transferred will be based on the leave value of the person receiving the leave, except when the leave is being donated to a classified employee. In that situation, the value of the leave will be on a dollar-for-dollar basis. In situations where more than one (1) employee is offering to transfer sick leave to another employee, sick leave transfers will be implemented in an equitable manner.

O. Any leave transferred under this policy which remains unused will be returned to the employee who donated the leave.

### **SECTION 5: TEMPORARY DISABILITY LEAVE**

A. Temporary disability leave without compensation may be granted for illness, injury, surgery, or other disability and will only be granted for the period of actual disability or the remainder of the current school year, whichever is less time.

B. An employee will notify their immediate supervisor of their request for temporary disability leave. If possible, such notification will be made thirty (30) calendar days prior to the proposed starting date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program, the desire of the employee and employee's attending physician, by providing the Employer with a physician's certificate giving dates (or approximate dates) upon which the absence will begin and end, if so requested by the Employer.

### **SECTION 6: FAMILY MEDICAL LEAVE**

The District will comply with the provisions of the Family Medical Leave Act and Board Policy.

### **SECTION 7: PAID FAMILY MEDICAL LEAVE (PFML)**

Starting January 1, 2020, all employees will be eligible for Paid Family Medical Leave if they have worked for 820 hours or more in the qualifying period prior to a qualifying event. The benefit cannot be taken without a "qualifying event." The employee must apply for PFML through The Employment

Security Department (ESD). For this section (7), the term “ESD” stands for “The Employment Security Department.” All provisions of this section will be implemented and administered consistent with the provision of Title 50A RCW and corresponding administrative rules.

Qualifying Events/Eligibility/Benefits:

- A. Up to twelve (12) weeks of paid leave per year to care for yourself or your family:
  - 1. Family Leave
    - a. Care and bond after a baby’s birth or the placement of a child younger than 18 years old
    - b. Care for a family member experiencing an illness or medical event
    - c. Certain military-connected events
  - 2. Medical Leave
    - a. Care for yourself in relation to an illness or medical event
  - 3. Additional Benefits
    - a. Total of up to eighteen (18) weeks for a serious health condition during pregnancy
    - b. Total of up to sixteen (16) weeks for multiple health events in a year.
- B. The District will post and keep posted, in conspicuous places where notices to employees and applicants for employment are customarily posted, an approved notice, setting forth excerpts from, or summaries of, the pertinent provisions of Title 50A RCW and information pertaining to the filing of a complaint.
- C. Whenever an employee who is qualified for benefits under Title 50A RCW is absent from work to provide family leave, or takes medical leave for more than seven consecutive days, the District will provide the employee with a written statement of the employee's rights under Title 50A RCW in a form prescribed by the state. The statement must be provided to the employee within five business days after the employee's seventh consecutive day of absence due to family or medical leave, or within five business days after the employer has received notice that the employee's absence is due to family or medical leave, whichever is later.
- D. Employees who have accrued sick leave may choose whether (a) to use sick leave; or (b) not use sick leave and instead receive paid family and medical leave benefits.
- E. PFML is in addition to leave from employment where benefits are paid for Unemployment, or Worker’s compensation and any employee receiving such benefits is disqualified from receiving PFML benefits in the same week (RCW 50A.04.240). PFML is also in addition to pregnancy/childbirth disability leave (RCW 50A.04.250).

- F. The twelve (12) week benefit period will be defined as sixty (60) work days, exclusive of weekends, holidays, and school breaks.

### **SECTION 8: BEREAVEMENT LEAVE**

Leave with pay will be granted for up to five (5) work days for absence due to death of a significant person in the employee's life. No deductions will be made from accumulated sick leave in this instance. If more than the five (5) days is needed, other leave provisions may be available. Bereavement leave is accessible on a case-by-case basis and is not cumulative.

### **SECTION 9: JUDICIAL LEAVE**

Leave of absence will be authorized for subpoenas in any action that the Employer is not an adverse party and for jury duty. Employees may secure support from the District office in seeking relief from jury duty when it interferes with professional obligations. Pay for jury duty and subpoenaed appearance, not including transportation, will be deducted from the employee's salary up to the employee's per diem.

### **SECTION 10: MILITARY LEAVE**

The district will grant military leave as provided by law to employee who is a member of a United States Military Reserve Unit or a member of the Washington National Guard for a period not to exceed twenty-one (21) days during each year beginning October 1st and ending the following September 30th, provided such reservist has been called to, or volunteered for, active duty or active duty training. Such military leave of absence will be in addition to any vacation or sick leave to which the staff member may be entitled and will not result in any loss of rating, privileges or pay. During this 21-day period of military leave, the staff member will receive their normal pay from the district.

Employees whose school district employment is interrupted by up to five years of service in a uniformed service are entitled to re-employment by the district following their discharge. The superintendent will adopt procedures to implement these re-employment rights consistent with state and federal law.

#### **Military Leave – Spouse**

The district will allow an employee who is the spouse of a military member of the U.S. Armed Forces, National Guard, or Reserves to take up to fifteen (15) days of unpaid leave during a period of military conflict when:

- A. The military spouse is on leave from a deployment; or
- B. Prior to deployment once the military spouse receives official notification of an impending call or order to active duty. The employee must work an average of twenty hours or more each week for the district.

The employee is entitled to fifteen days of unpaid leave for each deployment. The employee must provide the district notice of intent to take leave within five business days of the call to active duty or notice of leave from deployment.

Employees whose employment with the district has been interrupted by service in the uniformed services have the following re-employment rights:

- A. Service in the uniformed services means active duty, active duty training, initial active duty training, inactive duty training, full-time National Guard duty (including state-ordered active duty) and examinations for fitness for duty;
- B. If the employee was engaged in military service for up to and including ninety days, the employee will be re-employed in the position he or she would have attained if there had been no interruption of employment;
- C. If the employee was engaged in military service for more than ninety days, the employee will be re-employed in a position of comparable seniority, status and pay as he or she would have attained without interruption of employment; and

A district employee who has a service-connected disability will be re-employed in a position of similar seniority, status and pay for which the employee is qualified or becomes qualified with reasonable accommodation by the district. In order to be eligible for re-employment, the employee returning from military service must apply for re-employment as follows:

- A. If military service was up to and including thirty days, the employee must report for work at the beginning of the first full work day at least eight hours after the employee has had time to return to his or her residence following the completion of the military service;
- B. For service from 31 to 180 days, the employee must submit an application for re-employment within fourteen days of completing military service; and
- C. For service over 180 days, the employee must submit an application for re-employment within ninety days of completing military service.

The application time lines will be extended if it was impossible or unreasonable for the employee, through no fault of their own, to report for re-employment. The application time lines will be extended for up to two years if the employee is hospitalized or recovering from an injury suffered as a result of military service.

The employee may be required to document the timeliness of their application for re-employment, and the length and type of military service. If an employee does not comply with the timelines for returning to work or applying for re-employment, he or she is subject to district policies related to failure to report for work or exercise rights to re-employment. Employees returning from military service will receive the seniority and other benefits they would have received if their employment had been uninterrupted, except that employees may be required to pay the employee portion of any benefit that any other employee on a leave of absence would have had to pay. For retirement system purposes, no break in employment will be considered to have happened for employment interrupted by military service, and the district will pay the employer's portion of the retirement system contribution for the time the employee was on military service.

The district will offer health insurance benefits for up to eighteen months of military service.

#### **SECTION 11: PERSONAL LEAVE**

A. Each K-12 employee is entitled to two (2) personal leave days. Personal leave days will be paid with the following restrictions:

1. Another employer may not compensate employees on a personal leave day.
2. The personal leave day will be paid with per diem.
3. Personal leave is contingent on the availability of substitutes.
4. Personal leave may be accumulated up to five (5) days. At the end of each year, personal leave days in excess of three (3) days will be paid to the employee at the employee's daily rate of pay. Employees who wish to cash out personal leave must complete a Request to Cash Out Leave form and submit to the Payroll/Benefits Coordinator by June 10<sup>th</sup> of the school year.
5. Employees may carry over three (3) personal leave days into the following school year.
6. Employees may use personal leave for any purpose; however, such leave must be taken before requesting business emergency leave, which may be granted at the Superintendent's discretion.
7. Personal leave will not be taken on a day preceding or following a holiday, unless otherwise approved by the immediate supervisor.

#### **SECTION 12: LEAVES OF ABSENCE**

Upon application to the Board, an employee may be granted a leave of absence up to one (1) year without pay or accrual of benefits. Leaves of absence may include medical leave, public office leave, professionally related travel, government, military deployment, full-time study program, child care, or working in a professionally related field (for example, Associations related business for WEA/NEA).

A. Employees on professional leave will spend the time in any college accredited program of higher learning, or in any professionally related work program that meets with the approval of the Board.

B. Employees requesting leave will apply through their immediate supervisor who will make a recommendation to the superintendent. The superintendent will make a recommendation to the Board. The Board will make the final determination.

C. An employee on leave will return to the District to a position for which he/she is qualified, provided notice of intent to return has been received by the Board. Such notice must be received by February 15<sup>th</sup> of the school year prior to their intended return.

D. Employees on leave will retain all accumulated leave. Professional leave of one (1) year may be granted to an employee provided a satisfactory replacement is available for the time period specified. Only three (3) professional leaves per year will be granted. The employee will have the option of maintaining District medical insurance coverage at their own expense.

E. Extensions may be granted to those employees with five (5) or more years of service in the District.

F. In addition to the above, other unpaid leaves may be available at the discretion of the superintendent.

**SECTION 13: ASSAULT LEAVE**

A. Any assault and battery upon an employee while acting within the scope of their employment will be reported promptly to the employee's immediate supervisor. Where criminal charges are warranted and the employee chooses to file such charges the District will support the employee.

B. Whenever an employee is absent from employment and unable to perform their duties as a result of personal injuries sustained due to an assault and battery as defined in A above, the employee will be paid full salary for the period of absence, up to one year from date of injury, less the amount of any Workman's Compensation award or benefits. No part of such absence will be charged to annual or accumulated sick leave.

**ARTICLE IX: FISCAL**

**SECTION 1: LENGTH OF WORKDAY**

A. The regular workday for certificated employees will be 7.5 hours per day, to include planning time, meetings, and a 30 minute duty free lunch.

1. The school district will determine the starting and dismissal times for students, which may vary from school to school.
2. Prior to the commencement of the school year, each building principal will notify staff of the start and end time of professional responsibilities (before and after school).
3. Schedules may vary from school to school based on input by SIT and agreed upon by mutual consent between district administration and the association. Reduced availability time (before and/or after student day) may be used to compensate for additional time per building administration to attend up to TWO faculty meetings per month for up to 60 minutes each that may extend beyond the regular contract day.

B. All employees who are required to travel from one (1) work duty station to another work duty station will have a total instructional workday not to exceed seven and one-half (7 1/2) hours inclusive of a 30 minute duty free lunch.

C. Planning/Preparation Time:

1. Each classroom teacher will be scheduled at least sixty (60) minutes of preparation time per day with one (1) segment of at least thirty (30) minutes.
2. In the secondary school, this preparation period will be scheduled during a regular instructional period; in the elementary, the preparation period will be scheduled during the instructional workday.
3. During regularly scheduled parent-teacher conferences and other late starts or early dismissals as provided for in this Agreement, this section will be waived.
4. No classroom teacher will be required to accept a teaching responsibility during their

planning time except under emergency conditions.

5. If a teacher is asked to accept a teaching responsibility during their planning time, such employee will be reimbursed at a rate of thirty dollars (\$30.00) per hour. If a teacher is asked to cover an additional classroom of students during their normal duty time (combining two classrooms), then the aforementioned applies.

D. All employees will have scheduled a duty free lunch period of not less than thirty (30) continuous and uninterrupted minutes per instructional workday for the duration of the individual's contract.

E. Professional collaboration time for instructional teams will be scheduled during the 7.5 work day and at minimum one (1) of the Early Release Days each month with the exception of December and May.

F. If the Employer lengthens the student day, the parties will meet and confer prior to implementation.

G. Regular, Contracted Employee Substitute Coverage:

1. Regular, full-time contracted employees will not be assigned involuntarily to substitute for any employee during the regular, full-time contracted employee's regular workday except in case of emergency.
2. If a teacher substitutes for an administrator, a substitute teacher will be provided.
3. If splitting up a class provides K-6 substitute coverage, the current certificated substitute rate will be divided accordingly.
4. When the high school library is used as a classroom site for substitute coverage, a Para-Educator or substitute teacher will be provided for the librarian.

H. The regular workday will include participation in parent teacher conferences.

I. Upon request of an employee, the Employer may allow flexible beginning times to the instructional workday for an employee. The Employer reserves the right to condition the granting of such flextime on terms acceptable to the Employer.

## **SECTION 2: WORK YEAR**

A. The total length of the regular employee's individual contract will be the minimum number of days compensated in the QVSD Salary Schedule, prorated for those who (1) commence employment after the start of the year, or (2) take a leave of absence, (3) separate employment prior to the scheduled end of the year or (4) accept a part-time assignment.

B. The contract year for staff new to the District will be the minimum number of days compensated in the QVSD Salary Schedule, and two (2) New Employee Teacher Induction Days.

C. In addition, to 180 days of student instruction three (3) paid workdays will be as a part of the QVSD Salary Schedule for a total of 183 days for all employees. Two (2) workdays will be scheduled prior to the students' first day of school and one (1) day will be scheduled following the students' last day of school.

D. Levy Protection: If the legislature reduces the District's levy authority or changes how levy funds may be spent, or in the event of a double levy failure, the District and Association agree to meet and negotiate regarding the amount of supplemental compensation impacted by the legislative change. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty. If an agreement cannot be reached, the District will have no obligation to continue supplemental pay in the amount impacted by the legislative or vote change, with the understanding that any unilateral cuts will be made equitably through all impacted employees and programs.

E. Any additional day's necessary as part of a building plan, as determined by the SIT, are mandatory and compensated at the individual teacher's per diem rate.

F. For students and staff, school will be held for one-half day on the last day of school. This provision is conditioned on the Employer meeting Basic Education requirements without the need for being granted an exception to those requirements. Instructional time will reflect the Employer's need to be in compliance.

G. The Association will provide input to the yearly instructional calendar prior to February 1<sup>st</sup>.

**SECTION 3: SALARY PAYMENT METHOD**

A. All employees will be paid in twelve (12) monthly installments. Each check will contain one twelfth (1/12) of the contracted salary.. Payroll checks will be issued to all employees on the last business day of each month via a direct deposit to the financial institution of the employee's choosing.

B. In the event of a mistake in payment resulting in underpayment, the corrections will be made on or before the next pay period provided the error is discovered before the 1<sup>st</sup> of the month.

C. All compensation owed to an employee who is leaving the District will, upon employee request, be paid the next pay period provided that notice of the termination is received by the 1<sup>st</sup> of the month.

**SECTION 4: SALARY SCHEDULE**

The Employer will pay all employees based upon individual preparation, experience, and position pursuant to the QVSD Salary Schedule contained in this Agreement (see Appendix P).

**SECTION 5: APPLICATION OF SALARY SCHEDULE**

A. The Employer agrees that all employees will be correctly placed on the QVSD Salary Schedule.



B. Credits earned for professional preparation must be completed by September 25th 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<sup>th</sup> in order to be applicable on the QVSD Salary Schedule for the current year.

C. College credits and State Board approved clock hours will be recognized for salary placement/advancement according to the OSPI rules and regulations.

D. Credits earned after September 1, 1995, will be counted if the content of the course:

1. It is consistent with the school-based plan for mastery of student learning goals as referenced in RCW 28A.655.110, the annual school performance report for the school in which the individual is assigned;
2. It pertains to the individual's current assignment or expected assignment for the following year;
3. It is necessary for obtaining an endorsement as prescribed by the Washington Professional Educator Standards Board;
4. It is specifically required for obtaining advanced levels of certification;
5. It is included in a college or university degree program that pertains to the individual's current assignment, or potential future assignment as certificated instructional staff.
6. It addresses researched-based assessment and instructional strategies for students with dyslexia, dysgraphia, and language disabilities when addressing learning goal one, under RCW 28A.150.210, as applicable and appropriate for individual certificated instructional staff, or
7. Beginning in the 2011-12 school year, it pertains to the revised teacher evaluation system under RCW 28A.405.100, including the professional development training provided in RCW 28A.405.106.

These credits are fully transferred to and from other Washington districts.

F. Experience credit will be granted in accordance with OSPI rules.

1. The district will accept certified clinical experience, outside of a school setting, for Educational Staff Associates (ESA) placement.

G. The rates of compensation for extended contracts, certificated extracurricular contracts, and release days are listed in Appendix M.

## **SECTION 6: INSURANCE BENEFITS**

A. The Employer will participate in the payment of premiums for approved group insurance plans for employees covered by this Agreement. Approved insurance plans are those that are mutually agreed to by the Employer and the Association. The Employer will pay premiums for such plans to the maximum State funded amount per FTE per month.

B. Less than full-time employees will have the Employer contributions for insurance programs pro-rated accordingly.

C. The District will appoint an Insurance Committee which will meet annually with the District's consultant to review insurance carriers and programs. The FEA Insurance Committee members will provide

information about the plausible insurance carriers for review and approval by the membership. Insurance Committee members will then recommend changes to any District approved insurance carriers (based on availability of programs subject to the requirements of the insurance carrier).

D. Additional mutually approved programs during the life of this Agreement will be made available to all employees within the bargaining unit.

E. If the State-funded amount per employee per month does not cover the premiums in full for the above insurance programs selected by the employee, the Employer will deduct from the employee's monthly salary the amount necessary to pay the premiums due, provided that all employees must be members of the Washington Full Family Dental and Full Family Vision Service programs, and others requiring 100% participation.

F. Insurance programs will only be provided consistent with state law. If the Employer fails to use the total state allocation for insurance benefits, amounts remaining will be pooled as required by state law.

G. New employees to the District will receive coverage under this Section on the first day of the month following the issuance of their first paycheck (for example, on October 1st for new September hires).

F. The District and the Association agree that the current benefits language of Article IX, Section 6 will remain in effect through December 31, 2019.

Effective January 1, 2020, eligible employees will receive medical and non-medical benefits through the School Employees Benefits Board (SEBB) in accordance with state law and regulations. Employees eligible for SEBB benefits are those employees who work a minimum of six hundred thirty (630) hours per year, or any subsequently-established minimum for SEBB benefits, whichever is less. The District and the Association will work together to notify employees of open enrollment dates in advance of such dates.

## **SECTION 7: EXTENDED CONTRACTS**

A. Any employee contracted for days in excess of or in addition to one hundred eighty (183) days will receive additional compensation based on a 1/183th per diem of the employee's regular salary and benefits provided for in this Agreement.

B. The following positions are approved for additional compensation (as listed in Appendix M) for responsibilities beyond the base contract of each employee, payable on a monthly basis, September through August of each year:

1. High School Counselor
2. Junior High School Counselor
3. Intermediate School Counselor
4. Elementary School Counselor
5. School Psychologist
6. Speech Language Pathologist
7. Bilingual/Migrant Coordinator

### **SECTION 8: SCHOOL IMPROVEMENT TEAM (SIT)**

The Employer will allocate building site financial support (benefits excluded) in recognition of certificated employees who are members of and serve on the SIT. The distribution will be three hundred (\$300.00) per member, based on the recommendation of positions by the building administrator during the budget process for the upcoming school year. The contract will be issued in April for a lump sum payment included in the April pay periods.

### **SECTION 9: HEPATITIS B VACCINATION**

When an employee is required, or chooses, to have the Hepatitis B series of vaccinations, the Employer agrees to pay the insurance deductible.

### **SECTION 10: EXTRACURRICULAR CONTRACTS**

A. The following positions will receive additional compensation (see Appendix M):

1. Junior High School Band Director
2. High School Band Director
3. Junior High School Choir Director
4. High School Choir Director
5. Elementary/Intermediate School Music Instructor
6. Strings Program, 5-12 Instructor
7. Junior High School Yearbook Advisor (if extracurricular)
6. High School Yearbook Advisor
7. Junior High School ASB/Leadership Advisor
8. High School ASB/Leadership Advisor
9. FBLA Advisor
10. VICA/Skills USA Advisor
11. FCCLA Advisor
12. STEM ROV Advisor
13. Missoula Children's Theater Coordinator
14. Journalism Advisor (if extra-curricular)
15. National Honor Society Advisor
16. Class Advisors for Graders 7-12
17. Special Education Department Chair/Coordinator
18. Link and Co-Link Advisor
19. Mathletes Advisor
20. Concessions Coordinator
21. Highly Capable Coordinator

B. There will be a Supplemental Contract for the above-specified extracurricular and supplemental assignments. Appointments to extracurricular, special and supplemental assignments will be for one (1) school year and will be consistent with statutory provisions.

C. The Employer will make every effort to notify employees, in writing, of their contract status for the following year prior to the last day of school.

D. Reasonable effort will be made to seek acceptable and willing certificated employees or substitutes prior to Employer assignment.

E. Employees who travel (pursuant to District Policy) or otherwise incur costs on behalf of the employer will be reimbursed therefore within ten (10) days of submission of a claim or the pay period, whichever comes first.

#### **SECTION 11: EXTRA DUTY PAY**

When an employee is required to perform duties above and beyond regular job functions, a request will be made prior to performing the described duties by the following process:

1. The building administrator or supervisor will request estimated expense for extra duty pay in the budget process.
2. The building administrator or supervisor will complete a "Request for Extra Duty Pay" through the electronic system Talent Ed, prior to the completion of the task for approval by the superintendent or designee.
3. The employee must complete a time-sheet for the dates and hours of completion through the electronic format (Talent Ed) and submit to the supervisor by the 1<sup>st</sup> of the month.
4. The supervisor will submit the completed time-sheet to the Payroll and Benefits Coordinator within three business days of the 1<sup>st</sup> day of the month.

### **ARTICLE X: GRIEVANCE PROCEDURE**

#### **SECTION 1: DEFINITIONS**

- A. A grievance is an alleged violation of terms and/or provisions of this Agreement.
- B. A grievant will mean an individual, a group of individuals and/or the Association.
- C. For the purpose of the grievance procedure, contract days will mean teacher employment days within the school calendar and summer weekdays.
- D. Nothing contained herein will be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration.

#### **SECTION 2: PROCEDURES**

##### **A. Immediate Supervisor - Step 1**

1. The grievant and the Association representative may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement and two (2) copies of the grievance will be presented to the immediate supervisor within twenty (20) working days after the occurrence of the grievance or within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence or the events giving rise to the grievance, whichever is later.
2. The Formal Statement of Grievance (see Appendix O) will name the grievant(s) involved, the specific facts giving rise to the grievance, the specific provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.
3. The immediate supervisor, upon receipt of the written grievance, will sign and date the

grievance form and will give a copy of the grievance form to the grievant(s). The immediate supervisor will answer the grievance in writing, but prior to such response upon request of the supervisor, the employee or the Association must orally discuss the grievance with the supervisor. Within ten (10) working days of receiving the grievance, the immediate supervisor will concurrently send his/her decision to the grievant(s), Association representative and the superintendent. The immediate supervisor's answer will include the specific reasons upon which the decision was based.

#### B. Superintendent - Step 2

1. If no satisfactory settlement is reached with the immediate supervisor (Step 1), the grievance may be appealed to the superintendent (Step 2), or their designated representative, within seven (7) working days of receipt of the decision rendered in Step 1.
2. The superintendent or their designated representative will arrange for a grievance meeting with the grievant(s) and/or Association representative, and such meeting will be scheduled within seven (7) working days of the receipt of the Step 2 Appeal. The purpose of this meeting will be to affect a resolution of the grievance.
3. The superintendent or their designated representative will provide a written decision incorporating the specific reasons upon which the decision was based, to the grievant, Association representative and immediate supervisor within five (5) working days from the conclusion of the meeting.

### **SECTION 3: POWERS OF THE ARBITRATOR**

#### A. Arbitration

1. If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under the voluntary rules. Any grievance arising out of a violation of this Agreement may be submitted to arbitration unless specifically and expressly excluded within the Article.
2. The arbitrator will hold a hearing within twenty (20) working days of his appointment. Ten (10) working days' notice will be given to both parties of the time and place of the hearing. The arbitrator will issue their decision within twenty (20) days from the date final written briefs have been submitted or, if revised by parties, twenty (20) days after the completion of the hearing.
3. The arbitrator's decision will be in writing and will set forth their findings of fact, reasoning, and conclusions of the issues submitted to the arbitrator. The decision of the arbitrator will be final and binding upon the Employer, the Association and the grievant(s).

#### B. Jurisdiction of Arbitrator

1. The arbitrator will be without power or authority to add to, subtract from or alter any of the terms of this Agreement.

2. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law.
3. The arbitrator will have no power or authority to rule on any of the following, and this Agreement will be construed such that no contractual rights are intended that would impact any of the following decisions of the Employer:
  - a. The termination of services of or failure to re-employ any provisional employee.
  - b. The termination of services or failure to re-employ an employee to a position on the supplemental salary schedule.
  - c. Any matter involving employee evaluation, provided that Evaluation Procedure (Article V, Section 7 and Article VI, Section 2) will be subject to the arbitrator's review.
  - d. Any matter involving employee probation procedures, discharge, non-renewal, statutory adverse effect or non-procedural issues related to a reduction in force.
  - e. Any decisions as to the qualifications of an employee or applicant or the standards of performance required of a particular position.

#### **SECTION 4: COSTS**

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

#### **SECTION 5: TIME LIMITS**

- A. Time limits provided in this procedure may be extended by mutual agreement when signed by the parties.
- B. Failure on the part of the Employer, at any step of this procedure, to communicate the decision on a grievance within the specific time limit will permit the Association to lodge an appeal at the next step of this procedure.

#### **SECTION 6: REPRISALS**

No reprisal of any kind will be taken by the Employer against any employee because of their participation in any grievance.

**ARTICLE XI**

**SECTION 1: DURATION AND RE-OPENERS**

This Agreement will become effective upon ratification by both parties beginning September 1, 2019, and will remain in full force and effect until August 31, 2021. This agreement may reopen if its terms are affected by any changes in the law, either by legislative, court, or administrative action.

**SECTION 2: ATTEST**

In witness whereof, the Employer and the Association have executed this Agreement this 25th day of June, 2019, at Forks, Washington.

FOR THE ASSOCIATION

  
\_\_\_\_\_  
President 9/13/19

  
\_\_\_\_\_  
9/13/19

FOR THE EMPLOYER

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Chairman of the Board

  
\_\_\_\_\_  
Board Member

  
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Board Member

  
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Board Member

