MASTER CONTRACT

2018 – 2021
Royal Education Association

and

Royal School District No. 160

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PREAMBLE

This agreement is made and entered into by and between the Royal School District No. 160, hereinafter called the "District', acting by and through its Superintendent and the Royal Education Association, hereinafter called the "Association."

ARTICLE I - ADMINISTRATION

SECTION A: EXCLUSIVE RECOGNITION

1. The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time professional certificated employees, which means employees holding a teaching certificate from the State of Washington, except the District Superintendent, Central Office Certificated Administrators, Principals, and the Athletic/Activities Director.

The Board agrees not to negotiate with or recognize any other certificated employee organization other than the Association, and its affiliates, 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 shall include both masculine and feminine.

2. Substitute teachers who have worked thirty (30) days or more during a calendar year and who continue to be available for employment and substitute teachers who replace or are replacing an employee for twenty (20) or more consecutive days are to be included in the bargaining unit. Substitutes shall not be covered by the provisions of this agreement other than rate of pay. The rate of pay shall be established as part of the annual salary schedule. Substitutes after twenty (20) consecutive days will be paid according to their placement on the salary schedule.

SECTION B: CONTRACT COMPLIANCE

All individual certificated employee contracts shall be subject to and consistent with Washington State laws, State Board of Education regulations, and the terms and conditions of this Agreement. Any individual certificated employee contract hereinafter executed shall be subject to and consistent with the terms of this Agreement between the Board and the Association. If any individual certificated employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

SECTION C: CONFORMITY TO THE LAW

1. If any provision of this Agreement or any application of this Agreement to any certificated employee or group of certificated employees shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2. No change, revision, alteration, or modification of this Agreement in whole or in part shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing thereon.

SECTION D: DISTRIBUTION OF AGREEMENT

Following the ratification of this Agreement by the Board and the Association, the District will post the Agreement on the District's web site. The District will instruct all new hires in how to access the collective bargaining agreement during orientation.

SECTION E: MANAGEMENT RIGHTS

The District shall have the exclusive right to manage the affairs of the District provided that the wages, hours, terms, and conditions of employment stipulated by the statutes of the State of Washington, statutes of the United States, and the provisions stipulated within this Agreement are adhered to.

SECTION F: SUB-CONTRACTING

The District will bargain with the Association concerning the effects of any proposed sub-contracting on certificated employee positions. Positions for which the District sub-contracts shall remain open and posted until filled.

The District will not employ Teach for America candidates or other candidates from similar institutions.

ARTICLE II- BUSINESS

SECTION A: PAYROLL DEDUCTIONS AND REPRESENTATION FEE

1. The Association and its affiliates have the right of automatic payroll deduction of membership dues, assessments, and fees for certificated employees.

2. The Association shall provide an automatic payroll authorization form to each certificated employee.

3. The Association shall submit the automatic payroll authorization to the District payroll office for processing. A table of prorated annual dues, assessments, and fees will be supplied to the District payroll office by the Association at any time on the form available from the Association and shall become effective on August 31. The Association shall submit notice of such revocation within five (5) days to the District payroll office.

4. No member of the bargaining unit will be required to join the Association; however, those employees who are not Association members but are members of the bargaining unit will be required to pay a fair share representation fee to the Association. The amount of the fair share representation fee will be determined by the Association and transmitted to the Business Office in writing. The fair share representation fee shall be an amount less than the regular dues for the

Association membership as determined by the association, and non-members shall be neither required nor allowed to make a political (WEA-PAC or NEA-PAC) deduction. The fair share representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit (RCW 41.59.100). Such fair share representation fee deduction shall be made by the District Payroll Office upon written notification from the Association.

In the event that the fair share representation fee is regarded by an employee as a violation of their right to non-association, such bona fide objections will be resolved according to provisions of RCW 41.59.100 or the Public Employment Relations Commission.

SECTION B: OTHER DEDUCTIONS

The District shall, upon receipt of authorization from a certificated employee, deduct from the certificated employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities, and any other plan or program jointly approved by the Association and the Board.

SECTION C: ASSOCIATION RIGHTS AND PRIVILEGES

1.

a. The Board will make available to the Association in response to reasonable requests from time to time, periodic financial reports, final budgets, register of certificated personnel agenda items, and Board information, membership data including the name, assignment, work site, FTE, salary schedule placement, home address, and personal phone number of each employee, and employee directory; and any other information available in accordance with laws pertaining to the availability of district data provided that the information is public information and does not violate any individual employee's right to privacy.

b. Additionally, by August 21st or two (2) days prior to teachers reporting back to school, whichever is earlier, the District shall provide the Association with a list of the names of newly hired employees, and their contact information including: name, assignment, work site, FTE salary schedule placement, home address, and personal phone number. The district will also include the names of any bargaining unit members who are on leave of absence, the anticipated duration of such a leave, and changes in contact information provided by the employee. When new employees are hired after the initial list has been provided, the district will provide the information listed above within five business days of the start date.

c. The Association shall be granted 30 minutes to meet with newly hired certificated staff for purposes of presenting information related to the Association. Said meeting shall occur no later than 90 days from date of employment and at the new employee's assigned worksite during the new employee's work day. The Association representative shall take appropriate leave if the meeting is within his/her work day.

2. Whenever any representative of the Association or any certificated employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay for school district purposes.

3. The Association shall have the privilege to use school facilities and equipment, including computers, printers, typewriters, copy machines, calculating machines, and all types of audiovisual

equipment at reasonable times when such equipment is not otherwise in use.

4. The Association and its affiliates may use Intra-District mail and email service for communications to certificated employees according to District procedures and guidelines.

5. The Association and its affiliates may use District buildings for meetings and transact official business on school property at all times when custodians are normally on duty and before and after school hours. The building principal shall be notified of such meetings one day in advance.

6. The Association and its affiliates will have the right to post notices of their activities and matters of Association concern on a bulletin board in the faculty lounge of each building.

7. The rights and privileges of the Association and its representatives as set forth herein shall be granted only to the Association as the exclusive representative of certificated employees and to no other organization(s).

8. Up to thirty-four (34) days of leave shall be available each school year to the Association for matters stemming from or related to the local bargaining relationship, including conferences and negotiations with the District, contract administration and maintenance, investigation of grievances, preparation for participation in grievance arbitration hearings, representation of the Association at the Washington Education Association Representative Assembly and attendance at workshops or other activities concerning labor relations and/or legislation related to wages, hours, terms, and conditions of employment of education employees.

Notification of the leave shall be submitted by the Association President in writing to the Superintendent two (2) days, whenever possible, before the leave is to take effect. The Association President and the certificated employee(s) shall be informed of the arrangement made for the leave. The cost of the substitute shall be borne by the Association.

9. The Association and its affiliates shall have access to members during contracted working hours so long as there is no interruption of instruction.

ARTICLE III - PERSONNEL

SECTION A: CERTIFICATED EMPLOYEE RIGHTS

1. Individual Rights

a. Certificated employees shall be entitled to full rights of citizenship. Discrimination in Washington public schools on the basis of race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability is prohibited. Nor shall the position on the salary schedule affect a certificated employee's assignment and promotion. The private and personal life of any certificated employee is not within the appropriate concern or attention of the Board unless a situation warrants disciplinary action.

b. Nothing contained herein shall be construed to deny or restrict to any certificated employee such rights as they may have under school laws or other applicable laws and regulations. The rights granted a certified employee hereunder shall be deemed to be in addition to those provided elsewhere.

2. Right To Join and Support Association

Every certificated employee of the District shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The District agrees not to discriminate against any certificated employee with respect to hours, wages or any terms or conditions of employment by reason of complaint or proceeding under the Agreement or otherwise.

3. Right to Due Process

a. The District agrees to follow a policy of progressive discipline, which shall begin with a verbal warning, progress to a written reprimand, then to suspension when required by the circumstances and possible discharge or non-renewal. Just cause shall be extended to all employees for items dealing with discipline except when non renewing provisional employees under the terms of RCW 28A.405.220. Such discipline shall be done in private.

b. Prior to an employee being questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, discharge, or non-renewal, the employee shall be advised that they are entitled to have a representative of the Association or legal representative present at any meeting relating to such discipline.

c. All information forming the basis for any discipline shall be made available in writing to the employee and, upon approval and/or request of the employee, to the Association.

d. No past disciplinary notices, other than those required by law, shall be applied toward future disciplinary actions unless the same offense was committed during a three (3) year

period of time.

e. Any complaint made against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person will be called to the attention of the employee within five (5) business days of the information being received by the district. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action against the employee, except in cases of criminal investigation.

f. An employee has the right to Association Representation during disciplinary actions.

SECTION B: GRIEVANCE PROCEDURE

1. Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of certificated employees represented by the Association under this Agreement.

2. Definitions

a. "Grievant" shall mean a certificated employee or group of certificated employees or the Association filing a grievance.

b. A "grievance" shall be defined as a written statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of, or in any way involving, interpretation or application of the terms of this Agreement or of an existing Board rule, policy, or practice, or that an employee has been treated unfairly or inequitably, or that there exists a condition which jeopardizes an employee's health and safety.

c. "Certificated Employee" means an employee of the District holding a regular teaching certificate from the State of Washington, except the District Superintendent and Principals.

d. "Association" means the Royal Education Association.

e. "Employer" shall mean the Board or its Administration.

f. "Days" shall mean days the District office is open for business with the public.

3. General Conditions

a. Time Limits: The adjustment of grievances shall be accomplished as rapidly as possible. The number of days designated at each step shall be considered as maximum. To the extent that time limits are expressed in days, the days shall consist of days the District office is open except that after June 1, each day shall be counted. If the

stipulated time limits are not met by the District, the grievant shall have the right to appeal the grievance to the next step. If the stipulated time limits are not met by the grievant, the grievance is deemed satisfied and may not be appealed further.

b. Freedom from Reprisal: Individuals involved in a grievance adjustment proceeding, whether as a grievant, a witness, a representative of the Association, or otherwise, shall not suffer any reprisal on account of their participation in the grievance adjusting process.

c. Assistance in Investigation: The District shall cooperate with the Association and furnish to it such information germane to the grievance as the Association may request.

d. Representation: At each step in the procedure, the grievant may be represented by a representative of the Association.

e. Release from Duty: If attendance at meetings, appeals, or other proceedings relating to the grievance adjusting process, whether as a grievant, a witness, a representative of the Association, or otherwise, requires a certificated employee's absence from his duty assignment, such absence shall be granted without loss of pay or other penalty.

4. Procedures

a. Step One: Every effort should be made to resolve grievances, or potential grievances, through free and informal communications between the grievant and the grievant's immediate supervisor. However, if such informal discussions fail to provide an adjustment of the grievance, the grievant may file a written Grievance Review Request (APPENDIX A) with the immediate supervisor. Grievances shall be filed within thirty (30) days of when the grievant or Association knew or should have known of the violation. The supervisor shall respond in writing within five (5) days. If such written requests fail to provide settlements, then the grievance may be processed as follows in the next steps.

Step Two: The Grievance Committee of the Association and/or the grievant may then request a meeting with the Superintendent or designee concerning the grievance within five (5) days after step one. After the grievance has been referred, the Superintendent shall provide a written decision concerning the grievance and any adjustment of it to the grievant and Association within five (5) days after the meeting.

Step Three: If the grievant is not satisfied with step two or has not been provided with a decision within the time limits prescribed, he/she may request or have the Association request a meeting with the Board within thirty (30) days. If not submitted within ten (10) days of receipt of the Step 2 decision, the grievance will be deemed withdrawn. If the request is made, the Board shall render a written decision respecting the grievance within ten (10) days of the meeting. This decision shall be written to the grievant and the Association.

Step Four: If the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The

Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition to the Board. The arbitrator shall be selected from the lists provided by the Federal Mediation & Conciliation Services (FMCS), the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) in accordance with their rules, which likewise shall govern the arbitration proceeding.

b. Arbitration Costs: Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.

c. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine his or her inquiry and decision to the specific area of the Agreement as cited in the grievance form. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator.

5. Deviation from Procedure

By mutual written agreement of the parties, steps one or two may be waived under unusual circumstances and the parties may proceed to the next step of this procedure. The Association may file Association grievances at Step 2, if the grievance is filed within thirty (30) days of when the grievant or Association knew or should have known of the violation.

6. Exclusion of Certain Matters

Excluded from the grievance procedure shall be matters for which law provides another method of review.

7. Forms for Implementing

Forms for implementing this procedure shall be provided by the District. (Appendix A)

SECTION C: PERSONNEL FILES

1. Personnel Files: Personnel files are considered confidential and are not generally open to the public, except as required by law.

2. Certificated employees shall have the right to inspect all contents of their own personnel files kept within the District. A representative of the Association shall, at the certificated employee's request accompany the certificated employee in this review. Each certificated employee's personnel file shall contain the following information: evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic record.

3. No evaluation, correspondence or other material making derogatory reference to an employee's or former employee's competence, character or manner, shall be kept or placed in the personnel file without the employee's knowledge. The District shall notify an employee, in writing, of any

derogatory material received within seven (7) working days after receipt or composition. Failure to notify said employee shall automatically disqualify such material from being used in any grievance or disciplinary action against such employee. The certificated employee shall have the exclusive right of addendum on all items in the file. Upon request by an employee, any such derogatory materials except evaluations and disciplinary records which do not constitute physical or sexual abuse of a student or an employee must be removed after three (3) years if there has been no reoccurrence during that time.

4. Working Files: It is understood that working files may be kept by administrators/evaluators for tracking observations/evaluation, tracking conversations with employees and documenting performance related information. All documents in the working file shall be purged on the last student day of the year.

SECTION D: STAFF PROTECTION - Hold Harmless

1. Certificated Employee: Certificated employees shall be covered by the District's liability policy while they are working in the scope of their employment and shall be held harmless to the extent of the District's policy.

2. A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.

The District shall support any employee in seeking legal redress for violations of the law committed by students or members of the public who verbally or physically abuse the employee while performing duties for the District. Such support shall be evidenced through aiding the employee in obtaining the services of the county prosecutor for the purposes of processing the case. Employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

3. The District shall address any hazards to safety or health. It will be the responsibility of employees to report any such hazards.

4. Specification for certificated employee coverage in the District's liability policy shall be subject to the provisions of RCW 28A.400.370.

SECTION E: CONTRACTS, WORK DAY AND PAYMENT

1. Certificated Employee's Contract

The District shall provide each certificated employee with a contract with assignments indicated therein and in conformity with Washington State law and the terms of this Agreement.

2. Copies of Contract

Two (2) copies of a contract shall be given to the certificated employee each year for signature. The copies are forwarded on to the District Office to be signed by the Board. One (1) of these copies is then placed in the certificated employee's personnel file and the second of these copies is returned to the certificated employee.

3. Release from Contract

A certificated employee under contract shall be released from the obligation of the contract upon request under the following conditions:

a. A letter of resignation must be submitted to the Superintendent's office.

b. A release from contract shall be granted after July 1, provided a satisfactory replacement can be obtained.

c. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the certificated employee to continue in his or her assignment.

4. Length of Contract

a. The length of the employee contract shall be one hundred eighty (180) days, plus an additional stipend for Time and Incentives as outlined below. All supplemental days are paid at the rate of one-divided by the number of one hundred eightieth (1/180) full per diem of the individual employee's rate of pay for each day worked. Paid leave for absences may only be utilized on base days. For 1.0 FTE:

b. **Time:** Days of TRI time to be time-carded. The days will be allocated as follows:

i. Day 1: Day one shall be used for administrative purposes associated with beginning of school activities. The Union shall have access to address its members for up to one (1) hour on this day. This day is mandatory.

ii. Day 2: Shall be employee controlled for the purpose of preparing for students and completing online mandatory risk management SafeSchools training. The day may be worked any time after August 1 through the start of school. This day is mandatory.

iii. Day 3: This day is also prior to the first day of school. The employee controls the day for activities necessary for preparing for the beginning of the school year. This day may be worked any time after August 1 through the start of school. This day is mandatory.

iv. Day 4: In-service. The content of this day will be established by the District/Building administrators with input from District staff. At least one hour will be scheduled for employees to work in teams or independently to implement the content provided during the day. This day is mandatory.

v. Day 5: In-service. The content of this day will be established by the District/Building administrators with input from District staff. At least one hour will be scheduled for employees to work in teams or independently to implement the content provided during the day. This day is optional.

vi. State Professional Learning Days (PLDs): PLDs shall be added as optional days with the content established by District/building administration with input from District staff, and paid at per diem, as and only so long as the state funds them one (1) in 2018-19, two (2) in 2019-20 and three (3) in 2020-21.

c. **Incentive**: Staff Retention Stipend: in order to attract/retain staff and in recognition of the experience and added mentoring that senior staff provide to the District, the following supplemental days shall be paid:

Employees with 20 years' experience and at least three full years of service in the District shall be paid an additional one and one-tenths percent (1.1%).

Employees with 25 years' experience and at least three full years of service in the District shall be paid an additional one and seven-tenths percent (1.7%).

The above stipends shall be paid on supplemental contract and paid in twelve (12) equal payments. For staff who are less than 1.0 FTE shall receive a pro-rata amount.

Special Education Additional Days

Each Special Education teacher will have two (2) additional days for work which cannot otherwise be completed during the workday. Payment will not be made for hours under this section that are not worked.

The Special Education teachers have a pool of eight (8) additional days for work, which cannot otherwise be completed during the workday. The Special Education Director will decide on use of these days. Payment will not be made for hours authorized under this section that are not worked.

Special Education teachers assigned to draft individual education plans (IEPs) for students not on their caseload shall be paid per diem for their time.

5. Length of Work Day

a. Certificated employees shall work 23 minutes before and 23 minutes after school with students, patrons, and to serve the education needs of the building each day.

b. The total length of the workday shall include a continuous thirty (30) minute duty-free lunch period. The District will, if reasonably practical, provide certified employees teaching in the elementary school two fifteen (15) minute relief periods each day: one relief period at mid-morning, and one at mid-afternoon. The District will continue to provide preparation time now in effect. The length of the workday shall not exceed 7.5 hours. With exceptions being made for staff meetings, a regular school day begins at 8:00 am and ends at 3:30 pm.

c. The District further agrees to continue the practice regarding working hours now in effect for the duration of this contract.

d. Each teacher shall have the option of covering classes approved by the Building Principal during his or her preparation time for teachers who are absent. Each teacher who covers such a class, approved by the Building Principal, shall be paid an additional stipend equal to one-seventh (1/7) of the individual teacher's rate of pay at the high school and one-sixth (1/6) at the middle school.

6. Payment

a. In accordance with state law, all certificated employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.

b. Payroll checks shall be issued to certificated employees on the last working day of each month.

c. In the event that a mistake in payment is found resulting in an underpayment, corrections shall be made on or before the fifteenth (15th) of the next month. When an overpayment is made, correction shall be made on the certificated employee's next monthly check. Cumulative errors shall be corrected on a prorated basis.

d. All compensation owed to a certificated employee who is leaving the District shall, upon request, be paid within fifteen (15) days after the final day of work if fiscally feasible.

7. Supplemental and Co-Curricular Contracts

a. Definition - Supplemental contracts shall be defined as those offered to certificated employees by the Board, lasting for the duration of one year or the appropriate season or time period, including:

Teaching during a certificated employee's preparation period in a situation deemed an emergency by the District.

b. Supplemental contracts will be offered to qualified certificated staff first, and then, in the case of co-curricular contracts, if no qualified certificated employees apply for the position, the position may be offered to applicants from outside the District's workforce. Applicants for vacant positions need apply in writing no later than five (5) working days following the posting

of said vacancy or by the advertised closing date.

c. Any certificated employee who is employed in a particular supplementary contracted position will be released from that position upon request at the end of the pertinent contracted time period. This request must be in the form of a written resignation and submitted to the District at the end of the said contracted time period but no later than two (2) months prior to that contracted position beginning again.

d. The District will notify in writing a certificated employee before the end of a present academic school year if that employee's supplemental position is not to be renewed in the succeeding school year or at least two (2) months prior to the commencement of the co-curricular activity for which the employee previously held the position.

e. Any co-curricular activity not having enough participants to warrant offering the activity can be canceled by the District prior to the beginning of that activity's competitive schedule. Such cancellation will terminate the certificated employee's contract for said activity.

f. The District shall retain the right to add supplemental contracts for the positions which require additional work beyond the normal contracted work year. The District agrees to pay such supplemental contracts from its own resources for the duration of this Contract. The District further retains the right to reduce or eliminate such supplemental contracts.

8. Summer School/Tutoring:

Current bargaining unit members shall be given first offer of all summer school positions or after school/tutoring programs. The District shall use the following criteria to fill summer school/tutoring positions: seniority, recent experience at the grade level, and experience with the curriculum. Summer/tutoring pay shall be per diem.

9. Committee Work Beyond the School Day:

a. The funding formula for committee work beyond the school day is based on six (6) hours per FTE-certificated staff at each building. The rate will be thirty-five dollars ($35.00) per hour. This is only a funding formula used to determine total number of hours and dollars available to each building. It is not necessary for each staff member to receive six (6) hours of committee work and resulting pay. The hours may be assigned to any teacher in any amount, according to building needs as determined by the building principal.

b. In all cases it is understood that this compensation is for additional work performed outside the contracted workday, or the time that may be scheduled with employee's building administrator for leadership duties.

c. Each department or grade level team shall nominate three employees from whom the principal shall select department heads and grade level coordinators. To ensure equity, positions must be nominated and selected every two (2) years.

10. Mentor Teacher:

a. The District shall provide a Mentor Teacher Program for both beginning and experienced employees if funded by specific State funds.

i. The Beginning Employee Mentor Teacher Program shall be to:
   A) Assist beginning employees in becoming familiar with textbooks, student learning objectives, instructional materials, orientation to buildings, etc.
   B) Help employees develop collegial relationships with other staff members.
   C) Provide opportunities to discuss experiences in classroom management, seek new ideas and alternative strategies for instructional presentations, and to receive encouragement and feedback.
   D) Provide provisional teacher assistance throughout their provisional period. This provision is not intended to place a provisional employee on a plan of improvement as required when a continuing contract employee is placed on probation.

ii. The Experienced Employee Mentor Teacher Program shall be to:
   A) All employees with teaching experience who are new to the District shall receive assistance from a mentor.
   B) All employees who are placed on probation shall receive mentor assistance as directed by the employee's written plan for improvement.
   C) Any other experienced employee may participate in the mentor program if approved by his/her principal after reaching agreement upon the specific areas to be covered. First priority shall be granted to those who are evaluated "below standard."

b. Voluntary: Participation as a mentor teacher shall be voluntary.

c. Compensation (Beginning Mentor Teachers): Employees selected as beginning mentor teachers shall be provided a supplemental contract and paid according to the district set stipend.

d. Selection: The Association president will be notified of available mentor teacher positions. Selection shall be based upon the following criteria (with no implied priority):
   a) Teaching experience in the subject matter or grade level of the beginning teacher
   b) Full time employment as a classroom teacher
   c) A history of satisfactory evaluations prior to selection

11. Committee Assignments/Participation

Selection: All staff will be notified of the formation of any district/building committees. Participation on a committee (paid or unpaid) shall be voluntary.

12. Conference Schedule:

There will be a minimum of two (2) conference times scheduled; one (1) in the fall (November), and one (1) at the end of February or beginning of March. The purpose of the conferences is to meet with parents/guardians about student progress. One day of the conference period shall include conferences scheduled in the evening. Teachers shall be released with the students on the last working day of conference week to off-set evening conference time.

SECTION F: SALARIES AND STIPENDS

1. Salary Schedule

a. All employees shall be correctly placed on a bargained salary schedule commensurate with their total years of teaching experience, degrees awarded, and credits/clock hours. Effective September 1, 2019 and September 1, 2020 the salary schedule shall be increased by the larger of three percent (3%) or the inflationary adjustment as provided in RCW 28A.400.205.

b. Step and lane adjustments shall take effect September 1 for degrees, credits and clock hours earned by September 1. Verification of degrees, credits and clock hours must be submitted to the District office no later than October 1. Degrees, credits and clock hours earned after September 1 or verified after October 1 shall go into effect the next September 1.

c. For purposes of salary placement, ten (10) clock hours shall equal one (1) credit. Clock hours and credits will be allowed for moving lanes if total number of clock hours/credits are commensurate to the total number of credits required in each lane.

2. Supplemental Salaries Other than Extracurricular

a. A stipend of one-sixth (1/6) of said employee's daily contracted salary will be paid to the employee on a supplemental contract on the actual length of the contract.

b. The District will offer supplemental contracts to be paid at the rate of one-one hundred eightieth (1/180) of the employee's annual rate of pay to the following certificated staff members. The number of days of each supplemental contract shall be no fewer than the days listed below:

1. Vocational Agriculture – 40 days
2. Family and Consumer Sciences – 10 days
3. High School Counselor - 10 days
4. Business Education – 10 days
5. Secondary Band Director - 27 days
6. High School ASB Advisor - 10 days
7. CTE/STEM – 10 days

Employees shall submit a current District time card for respective remuneration.

3. Mileage and Expenses Payment

The District will pay the current state mileage allowance for authorized trips with a personal vehicle, and for meals at the rate established by the board of directors. Trips outside of the District must be approved by the Principal of the respective school. Forms are available in the office or District website, which must be completed and signed. District vehicles are available to a limited extent and should be used when they are available.

Employees are required to comply with District procedures for reporting mileage and expenses to obtain reimbursement. Advances will not be made and reimbursement may take up to thirty (30) days. For prompt reimbursement, the employee is urged to complete the expense statement promptly and submit it to the District Office.

4. Staff Development Funds

Each staff member will receive $500 in staff development funds which may be used for professional development activities, Professional Certification, clock hours, and publications, with the approval of the building principal. Staff development funds may accrue to three thousand dollars ($3,000.00). Employees enrolled in a National Board Certification program are eligible for $1,000 in expense reimbursement one-time.

5. Supplemental Salaries

The District can, in an emergency situation, contract with an employee to teach during the employee's preparation period, if the employee agrees. A stipend of one-sixth (1/6) middle school and one-seventh (1/7) high school of said employee's contracted salary will be paid to the employee on a supplemental contract.

SECTION G: INSURANCE BENEFITS

1. Insurance Benefits

a. The District shall contribute the full state funded and authorized amount for bargaining unit employees to a pool for the purchase of basic insurance benefits. The District agrees to pay the entire 'retiree carve-out' from its own funds. After each employee who is authorized insurance coverage under insurance carrier rules has selected their basic benefits, all remaining funds will be returned to the pool and the per-employee coverage increased for those whose premiums are not entirely covered, until all such funds are used. Benefits for those who work between .5 and 1.0 FTE shall be prorated to their individual percentage of full time employment.

b. The District shall contribute fifteen thousand dollars ($15,000) per year to a pool to offset employee out of pocket medical expenses in 2018-19. Each employee's benefit shall be based on his/her FTE, with part time employees receiving a prorated amount.

c. Enrollment in the basic and optional programs shall be completed as required by the insurance providers. Once enrollment is completed, no insurance options may be added or

deleted during the contract year by an employee unless the employee or a family member has a qualifying event.

d. Should a full-time employee be hired after October 1, the employee may elect insurance coverage from the plans available during the first thirty (30) days of employment. Coverage shall begin after the first full calendar month of employment and for each month of employment thereafter.

e. Any employee terminating employment shall be entitled to continue receiving the District insurance contribution for the remainder of the calendar month in which the termination is effective. Terminations effective at the end of the school year shall entitle employees to receive insurance benefits through the summer months.

f. All plans shall be determined mutually and annually, as required by RCW 28A.400.275, by the District and the Association. The District and Association shall choose plans that meet the responsible contracting standards of state law: a fair, prudent, accountable and documented competitive procedure for plan selection, including an open process unless an open process would compromise cost-effective purchasing.

g. The District and Association shall offer:
a. at least one qualified high-deductible health plan (HDHP) and health savings account (HSA)
b. at least one health benefit plan in which the employee's share of the premium cost of a full-time employee, regardless of whether the employee chooses the employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the comparable state employee benefit year.
c. health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.

h. In 2019-20 the District will begin contributing twenty dollars ($20.00) per month into a VEBA account for each employee.

i. This subsection shall be reopened as necessary to comply with legal requirements pertaining to employee benefits, including changes required by the transition to a statewide school employee health care system in January 2020.

2. Tax-Sheltered Annuities

Certificated employees may participate in tax-sheltered annuity programs approved by the Association and the Board.

SECTION H: LEAVES

1. Sick Leave

a. Every employee holding a regular full-time position shall accrue 12 working days' sick leave beginning the first contract day of each school year. Unused sick leave shall

accumulate from year to year to the extent allowed by law.

b. Sick leave may be applied to absences caused by illness or injury (mental or physical) of an employee. Sick leave may be used for planned medical, dental or ocular appointments with 24 hours' advance notice. In any instance involving use of a fraction of day's sick leave, the minimum charge to the employee's sick leave account shall be one hour. The employee may be required to furnish documentation from a licensed health care provider or other satisfactory evidence of illness to the principal.

c. When an employee will be absent from work due to illness, the employee shall give notice as early as possible and not later than 6:30 a.m. of the first day of the illness. If the absence is for consecutive days, each day that a substitute will be required shall be confirmed as early as possible and in no event later than 6:30 a.m. of the actual day and the principal should be notified of the probable date of return.

d. A teacher returning from any illness of more than five (5) days, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation through a licensed health care provider of the employee's choice, at the employee's expense or by a licensed health care provider designated by the District, at the District's expense, in order to establish medical fitness for the duties of the position before returning to work. The employee will be granted release time for such examination and said absence will not be deducted from the employee's sick leave.

e. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be subject to disciplinary action including termination of contract.

f. Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner, at the employee's choice: For absences due to job related injuries which qualify for Industrial Accident and Workmen's Compensation coverage,

i. a pro-rated portion of sick leave may be used, which when added to worker's any of the above compensation benefits shall be equal, but not exceed the employee's normal salary;

ii. a full day of appropriate accrued leave benefits in addition to the worker's compensation benefits; or

iii. only worker's compensation benefits.

g. Employees may cash in unused sick leave days above an accumulation of sixty (60) days at a ratio of one (1) full day's monetary compensation for four (4) accumulated sick leave days. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which 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 unused sick leave from the previous calendar year. The employee's sick leave accumulation shall be

reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.

h. At the time of separation from school district employment due to * retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued sick leave for illness or injury.

An employee otherwise eligible for sick leave cash out may elect to cash out all unused sick leave on leaving the district, even though not eligible for retirement. The district shall hold such cash out for the employee under the provisions of the law.

*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Retirement Systems (WSTRS)

i. In the event RCW 28A.400.210 relating to sick leave cash out is altered by action of law, the above clause shall be modified to conform to such change.

j. SICK LEAVE SHARING METHODOLOGY

i. The following definition shall be used to implement sick leave sharing, in accordance with WAC 392-126-006: Sick leave sharing shall be made available to an employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. The district shall provide a form for qualified employees to make written application for donated leave and form for qualified employees to donate sick leave.

ii. To be eligible for donated sick leave the following provisions must be met:

A. In any twelve (12) month period, employees who have accumulated more than 22 days of sick leave may donate accumulated sick leave days to other employees. The employee donating the days shall specify the number of the days to be donated. The district and the association shall develop procedures necessary to implement this program. No transfer of sick leave may cause the donating employee's sick leave accumulation to fall below 22 days.
B. No employee may receive shared leave if the employee still has paid leave available, may receive more than 180 days of donated leave per contracted year, and may receive more than 360 days of donated leave while working for the district.
C. In the event an employee does not use all the donated leave, the unused donated leave shall be returned to the donors within thirty (30) days after the use of donated leave ceases using a pro-rata procedure. An employee using donated leave shall receive their usual pay and benefits.

D. Except for the procedure in #3 above, the donor shall be required to execute a waiver for the return of his or her donated leave.
E. The district and the association shall each designate one person to review requests for donated leave.
F. Contributions of sick leave shall be voluntary and donors' and non-donors' names shall be confidential.

2. Emergency Leave

Emergency leave with pay shall be granted in any one year for such emergencies that necessitate the teacher's absence during school hours and a situation that cannot be handled at a time other than the working day. Such leave shall be deducted from the employee's sick leave accumulation. Such leaves are to be approved by the Superintendent who may consult with the principals if necessary.

3. Maternity/Paternity Leave

An employee requesting maternity/paternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. This written request for maternity leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the employee shall inform the District of the specific day of return to work. Paid leave, to the extent the employee has available leave, will cover that period of time required for confinement, delivery, and recovery from the birth. A certificated employee returning from maternity leave will be placed in the employee's former position prior to taking leave from the District.

The employee, if qualified, shall be allowed additional leave as regulated under the Family and Medical Leave Act.

4. Washington State Paid Family and Medical Leave (PFML)

Commencing January 1, 2020. Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

5. CHILD-REARING LEAVES OF ABSENCE: Upon the written request of the employee to the Superintendent, child-rearing leave up to one (1) year shall be granted to the employee. An employee may request that the leave be extended for one (1) additional year upon approval of the Superintendent.

Persons on an unpaid child-rearing leave shall be required to specify their date of return.

6. Bereavement Leave

Five (5) days shall be granted with pay for bereavement of an immediate relative.
Definition of "immediate relative": spouse, siblings, parents, grandparents, children, grandchildren, aunts, uncles, nieces, nephews, step-parent, foster family, guardian or those of the employee's spouse, dependents of the employee or persons living in the same household as the

employee. Employees may be granted emergency leave in all other cases of bereavement.

7. Family Illness

Certificated employees shall, upon request, be granted leave with pay for up to five (5) days during a contract year when such absence is occasioned by a serious illness or accident which involves hospitalization of any member of the immediate household and/or relative. This must be approved by the Superintendent. Certificated employees shall, upon request, be granted leave when such absence is occasioned by other family illness (i.e. flu, colds, etc.) in which case the leave will be deducted from the certificated employee's current year sick leave. See #4 for definition of "immediate relative".

8. Professional Leave

Any bargaining unit member may use professional leave, which shall be used to visit other schools, attend seminars and workshops which are not scheduled on the normal professional workshop days, and other sessions which will have professional benefit. Requests for professional leave will be directed to the Superintendent for approval. Such leave shall not be deducted from sick or personal leave.

An employee seeking Professional Development, including but not limited to: National Board Certification, Professional Certification, Masters or Doctorates degrees, may be granted Professional Leave to be used on portfolio development, test prep, and/or examinations.

9. Personal Leave

Three (3) days per year are granted for those occasions when leave is desired for personal commitments but does not qualify as an emergency. Such leave can be used at any time (as long as ample substitutes are available) except the days immediately before or after winter break. Only five teachers are allowed to use a day adjacent to Thanksgiving or spring break: One each from the high school, the middle school, the intermediate school and two from the elementary school. All leave must be approved in advance. Leave requests not made two (2) working days in advance may be denied. Personal leave may be denied if requested during the first and last five (5) days of the academic school year. Such leave may be accumulated up to a total of six (6). Five (5) personal days may be used consecutively. The number of teachers allowed to use five (5) days consecutively shall be limited to three teachers per year, and leave requests to use five (5) consecutive days not made ten (10) working days in advance may be denied. If more than three employees request to use five (5) days consecutively, the earliest notices (date and time received) shall be given preference. Leave requests to use five (5) consecutive days may be accepted one year in advance of the requested leave, and every day thereafter. Optionally, leave may be cashed in at the substitute pay rate. Notification to the district office is required to initiate this option. The Association may elect for all employee personal leave to cash out into ~~a~~ VEBA in lieu of receiving compensation.

10. Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. The teacher shall notify the District

when notification to serve on jury duty is received. Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law.

SECTION I: LEAVES OF ABSENCE

It shall be the policy of the District to allow up to one year leave of absence upon application by any certificated employee who is in good standing (not on probation). Such leave of absence shall be without pay and submitted on or before July 1 except in the case of (a) Maternity Leave/paternity leave or (b) Illness or Injury in which case the employee will submit an application to the District as soon as possible. The certificated employee's position in the District will be guaranteed under the following conditions:

1. Continuing their education to gain an advance degree.

2. Extended Illness or Injury.

3. Maternity Leave.

All other conditions for leave of absence shall be at the discretion of the Board. The Board may grant such leave of absence provided a suitable replacement may be found on the one-year basis. The certificated employee who has been granted a leave of absence not under the conditions listed above shall be guaranteed a teaching position with the district.

The leave of absence employee's location shall be given to the District by written notice or telephone in the month of January and again in June to advise the school district on the probability of availability for the ensuing year.

SECTION J: ASSIGNMENT, TRANSFER AND VACANCIES

1. For purposes of this section, seniority will be defined by the following ranked order:
    a. Teacher Certification/Endorsement
    b. Time in District
    c. Time in State
    d. If all things are equal, ties will be determined by lot

2. In order to maintain an accurate Certificated Employment List, the district will provide a form based on the above criteria. This list will be provided to the staff by November 1 of each year. Staff will verify the accuracy of the information by signing the document in the space provided and return the document within 15 days. If the information is incorrect, it is the employees' responsibility to notify the district office.

3. Assignment:

An employee's current job placement.

a. Employees shall not, except for good cause, be assigned to teach classes outside of their teaching experience or their major, minor or endorsed fields of study.

b. Written notification of change in assignment shall be provided to all affected employees by June 1 of the current school year, if known. Notification shall include reasons for the change upon request. In other cases, personnel will be notified as soon as placement is known.

c. The District will work to avoid assigning employees out-of-endorsement. Evaluators shall not focus on evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements. Employees assigned outside their endorsement area for one period shall not be evaluated in that area/class. Employees subject to evaluation in their assigned but unendorsed areas or classes shall be provided a mentor, and the District and employee will develop a plan for the employee to become appropriately endorsed, including relevant professional development. The plan will be initiated within thirty (30) days from the start of the school year or employee's hire date whichever is later.

4. Reassignment:

Reassignment: A change in assignment within a building.

a. A voluntary reassignment is one initiated by the employee.

b. An involuntary reassignment is one initiated by the administration because of building or program needs.

5. Vacancies:

A position, which has been vacated and is scheduled to be refilled or one that has been newly created.

a. The District shall inform all certificated staff of vacancies which occur.

b. Elementary and intermediate staff members who make a written request shall be reassigned to a vacant position within two (2) grade levels of their current assignment and within the employee's building. (Specialists shall not be covered by this provision.)

If more than one elementary or intermediate staff employee desires a vacant position within the employee's building and all other qualifications are equal, the staff member highest on the Certificated Employment List will be selected.

6. Transfers

Transfer: a move to a position in another building.

a. Employees who wish to apply for a transfer to a posted vacant position shall make a written request to the superintendent no later than the fifth (5) day after the announcement of said vacancy.

b. Employees who desire a transfer shall be considered on the basis of the qualifications listed in the job announcement. The qualifications required for the position shall be determined by the Board. The Board retains the right to hire the most qualified applicant.

c. Voluntary Transfer Clarification

i. The District will solicit requests for transfers and vacancies via the Tentative Employment Plan from employees by April 1st of each year. This does not preclude employees who later become aware of specific openings from applying to the District Office for a particular professional opportunity at whatever time an opening might occur up until July 1st.
ii. Requests for transfer shall be kept on file.
iii. An employee shall submit a Letter of Interest subsequent to the posting of a vacancy.
iv. If an employee's request for transfer is denied, the employee shall be notified in writing with the reason for denial.

d. Involuntary Transfer

Involuntary transfer is one initiated by the administration.

i. When an involuntary transfer becomes necessary, the selection of the person to be transferred shall be based upon the following ranked order:

A. Employee qualifications

B. Program requirements

C. Best interest of the students

D. The least senior person will be selected providing program requirements can be met and employee qualifications are substantially equal.

E. Elementary and intermediate staff shall not be reassigned more than two (2) grade levels from his/her current assignment and within the employee's building, without employee agreement.

ii. The affected employee shall be notified of said transfer in writing as soon as such decision to transfer is determined. Notification shall be in person and include reasons for the transfer. The affected employee is entitled to discuss personal desires prior to transfer.

iii. The affected employee may challenge the transfer by giving written notice to the Board and the Association. Upon receipt of such notification, the Association will respond with a written recommendation to the Board within five (5) workdays of receiving the employee's challenge. The decision of allowing the transfer to stand shall then rest solely with the Board.

iv. If the affected employee refuses to accept the transfer, said employee's contract may be terminated.

v. The affected employee will be given three (3) days for planning. The content of these planning days will be established in collaboration with, and approved by,

the building administrator.

vi. If the involuntary assignment requires the employee to change rooms or move buildings, the employee shall be paid two (2) days of pay at his/her per-diem rate of pay for moving. The district shall be responsible for moving employee's materials, if requested.

SECTION K: CERTIFICATED STAFF REDUCTION

1. In the event the District adopts a reduced educational program by reason of financial necessity, (financial necessity shall be defined as a severe interruption or reduction in District or program funding, or a decline in District or program enrollment) employees who will be retained to implement the District's reduced or modified program and those employees who will be laid off from employment or adversely affected in contract status shall be identified in accordance with this section.

   Prior to May 15, the Board of Directors, upon the recommendation of the superintendents shall determine whether or not the educational program of the District will permit the District to maintain its staff needs at the same level for the following school year. If it is determined that such a program is not feasible for the following school year, the Board, upon recommendation of the Superintendent, shall identify the certificated staff members, if any, who must be non-renewed and placed in an employment pool. All such non-renewals shall be in accordance with statute. No District personnel outside of the bargaining unit shall be allowed retention under the Agreement.

2. Procedures

The following procedures shall be used to implement the policy set forth above.

3. Programs and Services

a. Prior to the Board's acting on the Superintendent's recommendations for program or service reduction, modifications or elimination, it will provide the opportunity for involvement of the Association in such decision-making processes by May 1st.

b. If educational programs and services of the school district are to be modified, the following considerations shall be utilized in determining the program and services to be retained, modified, or eliminated.

i. The effect upon the student is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of program reduction upon the student.

ii. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g. Special Education, federally supported programs,

etc.).

c. In determining the financial resources available, the District shall make an effort to solicit and obtain cooperation and funding from local government, state, and federal resources.

d. All prospective donors of gifts to the School District will be requested to make their donations to the general programs of the school rather than any specific program.

e. Reduction of certificated personnel will be minimized by making adjustments wherever practical in the following categories:

- Capital outlay
- Travel
- Contractual services
- Maintenance and Operation
- Other services
- Supplies and materials
- Instructional materials
- Cash reserves and contingency funds

f. To minimize non-renewals, the District shall offer, where feasible, part-time teaching contracts to the current staff with the provision that any certificated employee accepting such a contract shall be re-employed the ensuing school year in the same position and/or level, with no loss of rights, benefits, or seniority which would normally have accrued during a full-time school year.

4. Staff Retention

a. In an effort to eliminate the necessity of involuntary non-renewals, a reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following school year by reason of normal attrition as outlined below.

i. Voluntary certificated personnel retirements.

ii. Normal certificated personnel resignations

iii. Before the implementation of the reduction in force procedure, the entire certificated staff will be offered the opportunity to make written application for a year's leave of absence. The Superintendent shall recommend favorable

action by the Board for any applicant if the granting of such leave would eliminate the necessity for involuntary non-renewal of a certificated employee. Such leave of absence, if approved, shall entitle said person to the same seniority rights at the beginning of the ensuing year as said employee normally would have under the District's leave policy. This policy shall be applied to those individuals previously on leave in accordance with its application to re-employment following the expiration of certificated employees on (1) year leave of absence and shall continue to be subject to the provisions of RCW 28A.405.2 10 and the provisions of this Agreement

iv. Vacant positions created by attrition or involuntary non-renewals will be filled by transferring currently employed certificated staff members within the District unless by reason of certification, training, and experience no qualified person is available.

b. To insure 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 as may be required for the position(s) under consideration.

c. Seniority: When more than one person qualifies for a particular position under the conditions listed above, the certificated employee who has the greatest length of service as a certificated employee, based on the criteria used by the District in determining placement on the salary schedule shall be given the position. When more than one person qualifies for a particular position, the person who has achieved the greatest horizontal advancement on the District Salary schedule shall be given the position. If a tie still exists, the individual with the most quarter hours beyond the Bachelor's Degree as recorded in the District office as of October 1 of the current year preceding the anticipated reduction will be given the position. Ties shall be broken by lot.

d. Prior to the date specified by statute immediately preceding the school year in which the modified educational program will take effect, the names of certificated personnel to be non-renewed, if any, shall be identified and submitted to the Board for approval and action under statute.

e. All certificated personnel who are not recommended for retention in accordance with these administrative procedures shall be non-renewed and placed in an employment pool for possible re-employment. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified. The criteria set forth in this policy shall be applied to determine who shall be offered such positions.

i. When a vacancy occurs for which any person in the employment pool qualifies, notification from the school board to such individual will be by certified or registered mail, or personal contact by the Superintendent. Such individual will have five (5) calendar days from the receipt of the letter or from date of personal contact to accept the position by certified or registered mail or personal contact. It shall be the obligation of the individual in the employment pool to keep the

Superintendent notified as to where they can be reached so that contacting the individual will not take more than five (5) days. If they do not fulfill this obligation, the school district is under no obligation to carry out the provision of contacting them.

ii. If an individual in the employment pool fails to accept a position for which the employee is eligible pursuant to this policy, such individual will be dropped from the employment pool.

iii. At the end of the school year in which any modified educational program is to be implemented, certificated staff members remaining in the employment pool shall be offered contracts, for available certificated positions for which they are qualified in accordance with this policy.

f. The District will utilize employment pool personnel as substitutes on a first priority basis if the employee indicated that said employee is willing to substitute by signing up on a substitute list.

g. It is understood that this policy, after bargaining any impact with the Association, may be amended to coincide with any requirement imposed upon the District in reference to its affirmative action program.

4. Administrative Transfers:

In order to reduce the number of employees subject to nonrenewal, the District will implement administrative transfers pursuant to the process described in the involuntary transfer provisions of § J.

SECTION L: CERTIFICATED EMPLOYEE EVALUATION PROCEDURE

The below evaluation procedures apply to personnel not otherwise covered by TPEP (librarians, counselors, and academic coaches)

The evaluation of professional performance in the District is an important process in the continuing improvement of the education program. This evaluation procedure shall serve as a basis for planning professional growth and development. Professional judgments of the evaluator shall not be subject to the grievance procedure.

1. General Criteria

a. Observation – The process by which certificated employee shall be assessed based on the observation rubric.

b. Evaluation – The process by which certificated employee shall be assessed based on classroom observations and additional professional responsibilities.

2. Responsibility for Evaluation

Evaluator - The building principal, or designated supervisor shall have the responsibility for evaluation of employees under his/her supervision.

The supervisor shall be made known to the employee as the designated evaluator by October 1. Employees shall be informed of the evaluation process and its purpose at a meeting by the last working day of September of the current school year. A copy of the Observation Rubric, Short or Long Form and Evaluation form shall be given to each certificated employee at that time or upon employment with the District if at a time other than the beginning of the school year. Evaluations of certificated employees shall be conducted in accordance with the procedures set forth herein.

3. Evaluation Criteria

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth in Article III, Section L subparagraph seven (7) Evaluation and Observation Criteria. Evaluation required or permitted hereunder shall be documented on the Teacher Evaluation Summary Form appropriate to the employee's position.

4. Required Evaluation

a. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment. Such observations shall be at least thirty (30) minutes.

b. All employees shall be evaluated at least annually.

c. All employees on Long Form Evaluation, including new employees, shall be observed annually, not less than twice for at least sixty (60) minutes or not less than three times for at least 90 minutes for provisional employees in their third year. At least one of the observations shall not be less than 30 minutes, unless the certificated employee is to be observed under the Observation Short Form. All employees will be observed and evaluated using the correct form on the following schedule: First four (4) school years of employment: Long Observation Form. School year five (5) and beyond by agreement of both the evaluator and employee, Short Observation form, with a long form observation once every three (3) school years. Such observations shall be completed not later than May 20th, and prior to the Teacher Evaluation Summary of the year in which the evaluation takes place.

d. In the event an employee is transferred to another position not under the supervisor's jurisdictions, an evaluation shall be made at the time of such transfer, in addition to the evaluation to be made by the new supervisor by the end of the school year.

e. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.

f. If the appropriate supervisor contemplates recommending that an employee be placed on

probation, an evaluation shall be made immediately. Employees who are evaluated after February 1 shall not be placed on probation.

5. Additional Observations & Evaluation(s)

In addition to the observations required above, principals and other supervisors may make observations at any time during the school year as deemed necessary.

6. Evaluation Procedure

a. Following the appropriate series of observations, the evaluator shall document the results thereof using the Teacher Evaluation Summary. The employee shall be provided with a copy of the evaluation report as soon as possible, but not more than five (5) working days after such Teacher Evaluation Summary is prepared.

b. The employee shall sign the District's copy of the Teacher Evaluation Summary to indicate that the employee has received a copy of the Teacher Evaluation Summary. In the event an employee objects with the contents of the evaluation, said employee has the right of addendum within ten days.

c. Following the completion of each Teacher Evaluation Summary, a meeting shall be held between the evaluator and evaluatee to discuss the summary within five (5) working days unless otherwise arranged.

d. Mechanical or electronic devices shall not be installed in any classroom or brought in on a temporary basis which will allow a person to be able to listen or record the procedures in any class without employee approval.

e. Instructions for Observation and Evaluation Forms:

1. Only three ratings shall apply for the evaluation report:

S: Satisfactory U: Unsatisfactory N: Not Applicable

2. If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

a. Description of the performance deficiency as it relates to the specific evaluative criteria.

b. Recommendations for improvement which would constitute a satisfactory level of performance.

c. Explanation of limiting accountability factors, if applicable.

7. Evaluation and Observation Criteria for Teachers

a. Classroom Management
b. Handling of Student Discipline and Attendant Problems
c. Interest in Teaching Pupils
d. Professional Preparation and Scholarship
e. Knowledge of Subject Matter
f. Effort Toward Improvement when Needed
g. Professional Practice

8. Evaluation and Observation Criteria for Certificated Support Personnel

a. Knowledge and scholarship in special field. Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

b. Specialized skills. Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

c. Management of special and technical environment. Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

d. The support person as a professional. Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

e. Involvement in assisting pupils, parents, and educational personnel. Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

9. Probation:

a. The requirements of this procedure shall be to insure assessment of the charges of deficient performance and define the responsibility of the District and the certificated employee. All provisions of the evaluation procedures shall be followed before institution of the probation process. Such probationary process is to be implemented and completed within this time frame. In implementing and carrying out the probationary procedure, the following steps shall be followed:

b. Step One: The Principal shall meet with the certificated employee in an effort to resolve matters relating to performance before probation is recommended. This conference shall be held within twenty (20) workdays of the last observation.

c. Step Two: If the certificated employee is to be placed on probation, the Superintendent

shall notify the employee by the end of the semester. Probation shall not commence prior to October 15. The probationary period shall be for a term as required by law. Such notification of probation shall be in writing and include the following:

i. A definition of the problem in terms of deficiency as related to the evaluation criteria.

ii. A program that is measureable, objective, specific, and time bound, delineating what constitutes acceptable performance in the problem areas defined.

iii. A prescription for remediation which specifies necessary employee action in order that said employee may attain an acceptable level of performance as determined by the District.

c. Step Three: At the end of probation and after all the steps and processes of the probationary period have been followed, if the certificated employee does not demonstrate the acceptable level of performance originally stated in the probationary notification (the actual letter of probation and subsequent supportive evaluation documentation) then that certificated employee may be subject to non-renewal of contract.

Conversely, if at the end of probation and after all of the steps and processes of the probationary period have been followed, the certificated employee does demonstrate the acceptable level of performance as originally stated in the probationary notification (the actual letter of probation and subsequent supportive evaluation documentation) then the certificated employee shall be given a favorable evaluation for inclusion in the certificated employee's district personnel file. The favorable evaluation shall contain language which officially states the employee has been removed from probation.

d. Exclusion: The procedural aspects of this probationary procedure shall be grievable under the terms of this Agreement. Provided, that the substance of the probation shall not be subject to the grievance procedure of this Agreement.

SECTION M: CERTIFICATED CLASSROOM TEACHER EVALUATIONS

1. Purpose

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

a. An evaluation system must be meaningful, helpful, and objective;

b. An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;

c. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and

d. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.

e. Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member.

2. Definitions and Notes

- **Criteria** shall mean the eight (8) state defined evaluation criteria.
- **Component** shall mean the sub-parts of each criterion.
- **Evaluator** shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the UW CEL, 5D instructional framework and rubrics contained in this agreement.
- **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. It shall also mean any products (artifacts) generated, developed or used by a certificated teacher. Input from parents or anonymous sources shall not be used as evidence in an evaluation unless mutually agreed by the employee and evaluator.
- **Evidence collection** is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio. It shall be the responsibility of the evaluator and employee to gather evidence collaboratively.
- **Student Growth Data** shall be derived from multiple sources, and must be appropriate and relevant to the teacher and subject matter. With the exception of formative assessments, student achievement data that is not calibrated to show growth between two points in time during the current school year and shall not be used to calculate a teacher's student growth criterion score. Assessments from the prior year, if selected by the teacher or required by law, may be used as evidence to show student growth.
- **Not Satisfactory** shall 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 on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years

in a row, or two years within a consecutive three-year period, the teacher is not considered to be performing at a satisfactory level.

- **Teacher** shall mean any certificated instructional staff member except counselors, instructional coaches and library specialists.

3. State Criteria and Framework

a. The following criteria will be used to evaluate certificated classroom teachers. Centering instruction on high expectations for student achievement;
   i. Demonstrating effective teaching practices;
   ii. Recognizing individual student learning needs and developing strategies to address those needs;
   iii. Providing clear and intentional focus on subject matter, content, and curriculum;
   iv. Fostering and managing a safe, positive learning environment;
   v. Using multiple student data elements to modify instruction and improve student learning;
   vi. Communicating and collaborating with parents and school community;
   vii. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

b. The parties have agreed to the adopted evidence-based instructional framework developed by UW Center for Educational Leadership 5-Dimensions (UW CEL, 5D) and approved by OSPI.

4. Criterion Performance Procedure and Scoring

a. Each rating will be assigned the following numeric values:
   Unsatisfactory – 1 Basic – 2 Proficient – 3 Distinguished – 4
   i. When there are more than two (2) components to a criterion, the average of the component scores will be the final criterion score.
   ii. When a final criterion score includes a fractional number (for example 2.3), all scores with fractional values below .5 will be rounded down, and all fractional values .5 or above will be rounded up. (For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.

b. Summative Evaluation Rating
   All classroom teachers shall receive a summative evaluation rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:
   i. 8-14 points— Unsatisfactory
   ii. 15-21 points—Basic
   iii. 22-28 points—Proficient
   iv. 29-32 points— Distinguished

c. Student Growth Criterion Score
   i. 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. For teachers undergoing a comprehensive evaluation the evaluator shall add up the raw scores on these components and the

employee shall be given a score of low, average or high based on the following scoring bands:

A. 5-12—Low
B. 13-17—Average
C. 18-20—High

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

iii. If a teacher receives a Low student growth score on the summative evaluation, the teacher and evaluator will select one of the following activities in which to engage:

A. Triangulate student growth measure with other evidence (including observations, artifacts, and student-related evidence) and additional levels of student growth based on classroom, school, district and state-based tools;
B. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
C. Schedule monthly conferences with the evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
D. Create and implement a professional development plan to address student growth areas.

5. Applicability and Implementation Plan

a. This evaluation system only applies to classroom teachers as defined above

b. The term "classroom teacher" does not include ESA's, counselors, librarians, and instructional coaches.

c. The comprehensive and focused evaluations referenced above shall be conducted in accordance with the statutory requirements in RCW 28A.405.100.

d. Every teacher shall be notified by the end of the previous school year of his or her evaluator and whether he or she will be evaluated using a Comprehensive or Focused evaluation the following year. After an employee's evaluator is designated, the evaluator shall not be changed without good cause and the employee shall be notified of said change within ten school days.

6. General Evaluation Agreements

a. Out of Content/Endorsed Areas - Evaluators shall not focus on evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.

b. As per WAC 181-82-110 (1) (b), no teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments." Unless the teacher has not followed the proscribed plan as outlined in Article III, Section J, (1)(C) or as required by law. Teachers shall not be evaluated as a

member of a team while teaching outside of their content or endorsed areas, except at the option of the teacher.

c. All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to or record the proceedings of any class without prior knowledge and consent of the teacher.

d. No hearsay or unsubstantiated complaints against an employee shall be included in any documentation pertaining to an evaluation.

e. The evaluation system shall include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

f. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes. At least one (1) observation shall be for a minimum of twenty (20) minutes.

7. Professional Development

Prior to being evaluated under the new evaluation system, the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive professional development in order to understand the framework and the evaluation process. Such professional development shall be provided as follows:

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

b. All classroom teachers, both provisional and continuing, shall be expected to participate in District–provided evaluation training that occurs during the contracted work day or at other dates and times. Such training shall be designed to provide the staff with the skills necessary to participate in the new evaluation system.

8. Provisional Teachers

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

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

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

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

e. The Principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all new teachers.

9. Procedures for Evaluation

a. General

i. All classroom teachers shall be evaluated each school year by their assigned evaluator. In the event that circumstances prevent the assigned evaluator from performing an observation or an evaluation, his or her designee may do so. The administrator is referred to herein as the "evaluator."

ii. If a teacher is assigned to two or more schools, his/her evaluator shall be identified by the end of the school year, and shall be based on the building in which the employee spends the majority of his/her time.

iii. Evidence used in evaluations may come from sites other than the classroom.

b. Informal observation

i. Information or data gathered during informal/drop-in/walkthrough visits to a teacher's classroom by his or her evaluator may be used as part of the evaluation when the evaluator posts his or her report of the informal observation to eVal within five (5) days.

ii. Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

c. Formal Observations

All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes. Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation.

i. Such formal observations will take place when the teacher is providing instruction to students.

ii. Formal observations shall not be scheduled less than six (6) weeks apart, except in cases of emergencies or at the request of the teacher, in order to allow for conferencing and growth.

iii. Teachers shall have the opportunity to provide unobserved evidence of having met certain criteria and goals.

d. Focused Evaluations

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation rating of Proficient (level 3) or above in the previous school year may undergo a focused evaluation in lieu of a comprehensive evaluation. The summative score from the most recent comprehensive evaluation shall be used as the final rating under the Focused Evaluation. This will, in no case, be less than Proficient. Should a teacher provide evidence of exemplary practice on the chosen focused criteria, a level 4, distinguished, score shall be assigned by the evaluator. If either the teacher or the evaluator determine that a comprehensive evaluation is more appropriate for the teacher that year, that process will be used. A focused evaluation includes an assessment of one of the eight criteria selected for an evaluation rating plus professional growth activities specifically linked to the selected criteria.

i. Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, with evaluator agreement, plus the professional growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.

ii. The selected criterion may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention or other area of expertise to be further developed. A group of teachers may focus on the same evaluation criterion and share professional growth activities. Each teacher shall combine his/her self-assessment with the district and/or building initiatives and select one professional goal from the state criterion for the year. In addition, the teacher shall determine a student growth goal for Student Growth Component 3.1 or 6.1.

iii. If the selected criterion for the focused evaluation is not observable in the classroom observations will be conducted where the selected criterion can be observed. No observation shall take place outside the classroom unless the evaluator has provided the teacher with notification.

iv. Teachers shall have the option of being evaluated as a member of a team or as an individual.

v. The evaluator must assign a summative evaluation rating for the focused evaluation using the methodology adopted by the Superintendent of Public Instruction for the instructional framework being used.

vi. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. Any transfer from focused to comprehensive evaluation must occur prior to December 15. Should the evaluator move an employee to comprehensive from focused, this notice must be in writing.

e. Comprehensive Evaluation

i. All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation rating.

ii. The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional Teachers and any classroom teacher who received a summative evaluation rating (either comprehensive or focused) of level 1 or level 2 in the previous school year.

f. Comprehensive Evaluation Steps

i. Step 1: Self-Assessment
Before October 1st, each teacher shall reflect on his/her practice. This is a personal reflection of practice and the teacher has the option of sharing or not sharing the results with the evaluator. The self-assessment shall serve as a tool for the goal setting conference.

ii. Step 2: Goal Setting Conference

A. Each teacher shall combine his/her self-assessment with the district and/or building initiatives and select two professional goals from the state criteria for the year. In addition, the teacher shall determine a student growth goal for Components SG 3.1, SG 6.1, and SG 8.1. (The goal for SG 6.1 and SG 8.1 may be the same goal.) The eVal goal setting tool shall be completed and sent to the evaluator prior to the goal setting conference.

B. The evaluator shall review the eVal goal setting tool in advance of the conference and a conference date shall be determined.

iii. Step 3: Pre-Observation

A. For formal observations, the teacher shall complete a lesson plan and send it to the evaluator prior to the scheduled pre-observation conference. The evaluator shall read the lesson plan in advance of the scheduled pre-observation conference.

B. The teacher and evaluator shall meet and discuss the lesson plan and identify any specific areas of focus, establish a date for the formal observation, and discuss professional activities to be observed, including their content, objectives, strategies, and possible evidence to meet the scoring criteria. (The goals may be referenced, if applicable).

iv. Step 4: Observation
The evaluator shall conduct the observation of practice within five (5) working days of the pre-observation conference.

v. Step 5: Post-Observation

The evaluator shall prepare a report of the observation after the observation and share a copy of the report with the teacher within three (3) working days of completing it. The teacher may add to it or correct it, as necessary. If either the teacher or evaluator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled to occur within three (3) school days of such cancellation. The teacher may notify the evaluator that the teacher waives the meeting to discuss the observation if the observation is scored "proficient" (3) or better.

vi. Step 6: Summative Assessment / Score

A. No later than May 31, the teacher and evaluator shall meet to discuss the teacher's final summative score. At the end of the evaluative cycle, the teacher shall be invited to review the evidence accumulated throughout the school year in which the evaluation is conducted, including:
   1. Formal observation
   2. Informal observations
   3. Artifacts
   4. Student growth data
   5. Ancillary evidence

B. Employees shall have transparent access to all such District data available.

C. Multiple measures of student growth must be used in the evaluation process and such measures may include but are not limited to:
   1. Classroom-based assessments
   2. School-based assessments
   3. District-based assessments
   4. State-based tools.

D. Multiple measures may also be used as evidence to assess a teacher's professional performance against the instructional frameworks. Such measures, selected by the teacher and in consultation with the evaluator, and may include, but are not limited to the following:
   1. Lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning

   2. Professional contributions consist of activities like curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, using exemplars, family engagement activities, parent communications, peer assistance and review, mentoring and support to others, coaching, and other leadership roles.

   3. Communications with parents may include, but not be limited to, phone calls, emails, grade reports, progress reports, and conferences.

4. Examples of impacts student learning include student work samples and learning goals; district, school, and classroom assessment of students; student portfolios; formative and summative student growth data; student projects; and data walls.

5. Teachers shall not be required to create artifacts solely to meet the requirements of the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

6. Such multiple measures shall be selected by the teacher after consultation with the evaluator. Teachers may, but shall not be required to, submit artifacts and evidence for completion of their evaluation cycle. Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available.

vii. The teacher and evaluator discuss their overall assessment of the evaluation process, and their perceptions of the results of that process during the conference.

viii. If an agreement cannot be reached on the assessments, the evaluator's assessment shall be recorded and the teacher may follow the due-process agreement already set in the contract.

ix. If the evaluator assigns the teacher a final summative score below Proficient (3), the teacher shall have an opportunity to provide more evidence, if requested within three days of the final evaluation conference. The evaluator must provide evidence, which may include records showing the absence of evidence establishing the employee's rating.

x. If a classroom teacher that is a continuing contract employee with more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive three-year time period, then his or her performance shall be judged "unsatisfactory".

xi. All employees receiving an annual, final summative evaluation rating below level 3, Proficient, shall be given additional support by the District. Examples of such support include, but not be limited to, paid in-service training, release time to observe colleagues, option to transfer, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans. The employee and evaluator shall meet either prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, or at the beginning of the following school year, to mutually determine the kind of additional support that would best serve the employee.

xii. Any teacher whose performance has been judged unsatisfactory shall be placed on probation any time after October 15 of the following year.

xiii. The teacher will sign two (2) copies of the final evaluation. Each teacher shall 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, only that he or she has read it. The teacher may attach any written comments to observations and to the final

annual evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the final evaluation at any time.

g. Probation (Non-Provisional)

i. General

A. Teachers who receive an annual evaluation rating of 1, unsatisfactory, shall be placed on probation. Teachers with more than five years of teaching experience and an annual evaluation rating of 2, basic, in any three consecutive years, shall be placed on probation. Provisional teachers and teachers who received a 2 or lower rating the previous year shall be on the comprehensive evaluation system.

B. Teachers shall have the right to Association representation at all formal probationary meetings.

ii. Establishment of Probationary Period

A. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

B. 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 rating as of May 15 of Level 2 (Basic) or less.

C. Before placing a teacher on probation, the following shall occur:

(1) The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 25th. The employee shall have the opportunity to have an Association representative in attendance at the conference.

(2) If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 31st. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee. The evaluator's recommendation for probation shall include the following:

a. A definition of the problem in terms of deficiencies in subcomponents of the evaluative criteria.

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

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

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

D. The Superintendent shall review the evaluator's recommendation for probation. If the Superintendent determines that there is an alternative to probation, he/she may continue to work with the parties involved. If it is determined by the Superintendent that probation is warranted or required, then the Superintendent shall notify the employee in writing. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.

E. Performance standards will not be greater for probationary employees than for other teaching staff. At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.

iii. Evaluation during the Probationary Period

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

B. The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certified administrator from within the District or from outside the District.

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

(2). The ESD evaluator will do an evaluation independent of the original evaluator, but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations.

(3). The ESD evaluator will evaluate the employee using the evaluation process and instruments established above.

(4). During this time the employee will not be transferred from the supervision of the original evaluator.

C. A teacher who is on a plan of improvement must be removed from probation if s/he has demonstrated improvement in the areas described as deficient sufficient to obtain the necessary minimum evaluative rating. The teacher must also be removed if he or she has five (5) or fewer years of experience and scores a 2 (Basic) or above, or if he or she is a teacher of more than five (5) years' experience and scores a 3 (Proficient) or above.

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

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

l. Evaluation Results and Record Keeping

i. Use of Results

A. Evaluation results shall be used
1) To acknowledge, recognize, and encourage excellence in professional performance.
2) To document the level of performance by a teacher of his/her 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 evaluation criteria.
5) Beginning in 2015-2016, as one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

B. Evaluation results shall not be:
1) Shared or published with any teacher-identifying information, unless required by law.
2) Shared or published without prior notification to the individual and Association.
3) Used to determine any type of base or additional compensation.

C. Evaluators shall not consider school-wide, or District-wide, Summative Evaluation Ratings when evaluating individual teachers. (i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.)

ii. Recordkeeping

The District shall adhere to the following:

A. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.

B. Teachers shall have access to their eVAL account in current, and subsequent, year(s).
C. Teachers have access to anything entered into eVAL related to their evaluation, and an employee's profile shows any updates since the last time the employee logged on.
D. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
E. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
F. Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

SECTION N: Non-renewal, Adverse Action, and Discharge

In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Ch. 28A.405 RCW.

ARTICLE IV - INSTRUCTION

SECTION A: ORIENTATION OF STAFF

New Staff: Proper orientation of new certificated employees is important to the continued success of the educational program; therefore, the District will provide: Two (2) paid days for orientation purposes.

SECTION B: PUPIL TEACHER RATIO

The District recognizes the need for classroom efficiency and will attempt to maintain a sufficient number of teachers, specialists, and aides to provide amply for all students. The District will continue to assume the responsibility of providing a wholesome atmosphere for teaching a situation that is conducive to the most effective learning by students.

The Association and the District both desire to provide the best possible education for all students. To this end, the Association and the Board acknowledge that distribution problems in class loads exist which creates problems for both teachers and students. To this end, the Association and the Board pledge to work cooperatively to place students where they will be best served by the teachers, taking into account such problems as non- or Limited-English speaking students. In particular, the faculty and administration at all levels shall work together to attempt to create schedules and class loads which maximize the opportunity for students through equitable distribution. The District agrees that the high school and middle school principals will be open to receiving staff input during the process of developing class schedules. Where agreement cannot be reached, the Board retains the right to make the final decision.

The District will, where reasonably practical, distribute students proportionately between different sections of the same course or class. Distribution will be considered proportionate if the class size difference is five (5) or less students.

SECTION C: PREPARATION PERIOD

1. Grades 7-12 shall be provided one (1) preparation period per day of at least forty-five (45) minutes of uninterrupted time.

2. The District will provide two hundred twenty-five (225) minutes of preparation of time per five-day week for elementary school teachers. This time will be scheduled by the building principal. A total of 150 minutes (30 minutes per day) of this preparation time each five-day week will be uninterrupted.

3. Preparation time lost due to lock downs or other situations out of the control of the employee, shall be reimbursed at their per diem wage.

SECTION D: CLASSROOM OBSERVATION

The Board recognizes the desirability for patrons of the District to be familiar with the total educational program. It further recognizes that frequent or unannounced interruptions to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth

1. All visitors to a school and/or classroom shall obtain the approval of the principal and if the visit is to a classroom, the time will be arranged after the principal has conferred with the certificated employee.

2. The certificated employee shall be afforded the opportunity to confer with the classroom observer before and/or after the observation.

SECTION E: STAFF DEVELOPMENT

1. The Board and the Administration recognize that if an effective educational program is to be maintained in the District, it is necessary to provide continuing opportunities for the growth of the staff.

2. A continuing program of staff development must draw upon all resources available within and outside the District. It shall include opportunities for staff to participate through such methods as released time, early dismissal, and visitations. It shall make available in-service for college credit courses where feasible.

3. A full program of staff development activities should include but not be limited to the following types of opportunities:

    a. Consultant and materials assistance for staff involved in curriculum innovation and change.

b. Workshop and classes to help certificated employees become more aware of the needs of the individual learner and to acquaint them with teaching-learning approaches which will be responsive to these needs.

c. Special classes to broaden vocational interests.

d. Activities to assist staff in self-evaluation of professional growth.

identified needs of the certified employees within available funds if those District funds are needed, and clock hour offerings shall be mutually developed and implemented.

4. Late Start/Early Release Sessions: There will be three (3) sessions per year where students are in session two (2) hours less than normal. Late start/early release days will be used for grade preparation. These late starts/early releases will be scheduled on the days following the end of quarters.

The Board agrees to give all due consideration to proposals for additional time.

SECTION F: ACADEMIC FREEDOM AND RESPONSIBILITY

1. The presentation and discussion of controversial issues in the classroom should be on an informative basis. Employees should guard against giving their personal opinions on sectarian or political questions or any other controversial issues until the students have had the opportunity to find, collect, and assemble factual material on the subject; to reconsider assumptions and claims; and to reach their own conclusions. By refraining from expressing personal views before and during the period of research and study, the employee is encouraging students to search after truth and to think for themselves. The development of an ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighed, and relationships seen before drawing inferences or conclusions is among the most valuable outcomes of a free educational system.

The policy can best be described by listing three basic rights of the student:

a. The right to study controversial issues which have political, economic or social significance on which, at his level, he should begin to have an opinion.

b. The right to study under competent instruction in an atmosphere free from bias and prejudice.

c. The right to access all relevant information freely available in school or public libraries.

Emotional criticism and the promotion of a cause within the classroom are inappropriate and unscholarly. The employee's attitude should be that of a true scholar which is truth seeking, open minded, and tolerant.

2. Certificated employees have the right to explore different methodology and styles of teaching

provided such is appropriate to the level and/or subject being taught; and are compatible with the District's initiatives.

3. The principles of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:

    a. A commitment to support the Constitution of the United States.

    b. A concern for the holistic welfare, growth and development of children.

    c. An insistence upon objective scholarship.

    d. Utilization of current District-authorized courses of study.

4. Free interchange of ideas leading to clear understanding at the maturity level of pupils is expected as part of effective teaching. Any challenge of an employee's use of educational material on the basis of suitability, upon their presentation of ideas involving morality or patriotism or upon their literary merit, shall receive the immediate attention of the employee's administration and Association to investigate the complaint lodged. Such investigation shall be completed within a reasonable time period provided the complainant has followed District procedure for review of such matters. The lodging of a complaint shall not automatically cause the suspension of a course and/or its content prior to an investigation without the mutual consent of the affected employee.

SECTION G: STUDENT DISCIPLINE

1. In accordance with Washington Administrative Code, each certificated employee shall have the authority to impose discipline upon a student for misconduct, which violates written rules of the school district and individual classroom. If the student needs to be removed from the room, they may not be returned to that class or activity period or equivalent, without the approval of the teacher. Prior to the student being re-admitted to class, the employee will be informed about the action taken. In addition, each certificated employee shall have the authority to recommend to the administration a longer suspension and/or expulsion for misconduct based upon the severity of the infraction. There may be a conference between student, parent or guardian, principal and the teacher resulting in a signed agreement specifying the future behavioral expectations of the student.

2. Teachers shall submit a written code for individual classroom behavior to their respective building principal on or before the first day of school each year for approval.

3. The District shall provide for the use of diagnostic or therapeutic personnel and provide other support services including a separate adjustment location for the continually disruptive student. Re-admission of a student to a regular classroom may take place upon demonstrated acceptable behavioral changes.

4. The Board and the Superintendent shall support and uphold its certificated employees in their

efforts to maintain discipline in the District in accordance with District discipline rules, such written rules to be distributed to each certificated employee at the beginning of the school year. Further, it shall be understood that the authority of certificated employees to use prudent disciplinary measures for the safety and well-being of pupils and employees is supported by the Board. In the exercise of authority by a certificated employee to control and maintain order and discipline, the certificated employee may use reasonable and professional judgment including reasonable use of physical restraint concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.

5. The District shall conduct instructional meetings for certificated employees concerning all applicable federal, state, and local laws; District rules; regulations, and procedures pertaining to student rights, teacher rights, due process, and the processing of student discipline. These meetings will be held during the workday and at no cost to the certificated employee.

SECTION H: EMPLOYEE WORK CALENDAR

1. The work year calendars for 2018-19 and 2019-20 are set forth in Appendix D. Beginning in 2019 the parties shall meet and exchange work calendar proposals for the 2020-21 and each subsequent work year no later than March 1. Following the initial meeting, the parties shall schedule meetings as necessary to reach a tentative agreement by April 15.

2. Changes in the work year calendar shall be made only after consultation between the District and Association.

3. On Fridays unless students have been released early, and all days before holidays, employees will be allowed to leave the school building after the students have departed and the buses have left.

SECTION I: STUDENT DETENTION

Teachers and other certificated employees shall have the authority to detain students under their supervision for up to forty (40) minutes after the regular hour for student dismissal. Detention will not extend beyond the time of the departure of the bus upon which the student rides unless prior arrangements have been made with the student's parents or guardian.

SECTION J: STAFF BULLETIN

The building level principal or designee shall provide a weekly schedule of upcoming activities to all concerned employees.

A copy of each weekly schedule: High school, middle school, intermediate school and elementary school will be sent via email at each building level.

SECTION K: SUPPLIES

The District shall provide basic supplies, including copy paper and curriculum materials. At the elementary level, each classroom will have an annual allocation of six hundred dollars ($600.00) for classroom or supplemental instructional materials, seven hundred dollars ($700.00) for kindergarten classrooms. At the middle school, each classroom will have an annual allocation of four hundred ($400.00) for classroom or supplemental instructional materials. Employees or departments may make specific requests to the building principal for classroom or instructional materials that exceed the annual allocation or are a special need.

ARTICLE V - DURATION AND SIGNATORY PROVISION

A. This agreement shall be effective from September 1, 2018 up to and including August 31, 2021.

B. School Calendar shall be negotiable each year. This Contract may be reopened at any time with the mutual consent of the parties.

C. At the option of each party, written bargaining proposals may be submitted to each other no later than May 1st. This date may be extended by mutual agreement.

Executed this 7 day of February, 2018 at Royal City by the undersigned officers by the authority of and on behalf of the Royal Board of Education and the Royal Education Association.

ROYAL EDUCATION ASSOCIATION

Eric Carlson
President

Eric Carlson
REA Negotiator

THE DISTRICT

Board Chairman

Superintendent

VEBA MEMORANDUM OF UNDERSTANDING

Royal School District has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the "Standard HRA Plan," which shall be integrated with the District's or another qualified group health plan and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plan and any other contributions that may be permitted under

applicable law from time to time; and the "Post-separation HRA Plan" to which the District may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by the Employer's or another qualified group health plan, and which shall provide benefits only after an eligible participant separates from service or retires. District agrees to contribute to the Plans on behalf of all employees in the Royal Education Association defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

The parties agree that the following VEBA provisions shall be in full force for the ~~2014-2015~~ 2018-2019 school year:

1). For employees who are eligible for annual sick leave cash-out pursuant to RCW 28A.400.210 (1), the proceeds of the cashed-out leave shall be contributed to the employee's VEBA account.

2). Employees who retire or separate from service: eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights.

3). All employees cashing out sick leave as provided in paragraphs 1 and 2 above will have the proceeds of that leave deposited to their VEBA accounts. While this agreement is in effect there is no direct cash-out to employees.

ROYAL EDUCATION ASSOCIATION

President
Date: 2/13/19

REA Negotiator
Date: 2/13/19

THE DISTRICT

Board Chairman
Date: FEB 7-19

Superintendent
Date: 2-6-19

APPENDIX A

ROYAL SCHOOL DISTRICT NO. 160

GRIEVANCE REVIEW REQUEST

This form must be used when requesting a review on your grievances.

The completed, signed Grievance Review Request must be submitted in presenting grievances at Steps 1, 2, and 4. The form must be addressed and delivered to the appropriate administrative supervisor at Step 1, and to the Superintendent at Steps 2 and 4.

TO: _____ _____
Name Title

GRIEVANT'S NAME: _____

ADDRESS: _____

POSITION (OR TITLE): _____

SCHOOL: _____ DEPARTMENT: _____

1. Consistent with the procedure for adjusting grievances, I have taken the following actions (indicate specifically by name and title who has officially reviewed the grievance to date):

Step 1 _____

Step 2 _____

2. The nature of my grievance is:

3. The adjustment I am recommending and seeking is:

APPENDIX B

TO: Payroll
FROM:
RE: Transfer of Sick Leave

According to the Master Contract between the Royal School District and the Royal Education Association, all employees represented by the REA may donate a portion of their accumulated sick leave to a district employee if that employee's sick leave has been exhausted. Staff who have accumulated more than twenty-two (22) days may donate to other employees in any twelve (12) month period. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days. Each employee's accumulated sick leave is printed on the monthly pay receipt.

Please complete the following information and return this form to the Payroll Office.

I hereby donate part of my accumulated sick leave.
Please reduce my accumulated sick leave by _____days.

_____ _____
Signature Date

APPENDIX C

ROYAL SCHOOL DISTRICT NO. 160

EVALUATION REPORT – CERTIFICATED STAFF NOT INVOLVED IN TPEP (NOT INCLUDING CERTIFICATED SUPPORT PERSONNEL)

Employee: Observation Date:

School: Grade:
Subject: Evaluator:

Directions: This worksheet is the basic device to help evaluators record observation data to established evaluative criteria. The evaluator shall complete an observation worksheet in conjunction with each formal observation. This will serve as the primary basis for the post observation conference. Supplemental data may be used to support ratings.

If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

(a) Description of the performance deficiency as it relates to the specific evaluative criteria.
(b) Recommendations for improvement which would constitute a satisfactory level of performance.
(c) Explanation of limiting accountability factors, if applicable

Rating:	(S) Satisfactory	(U) Unsatisfactory	(N) Not Applicable

PROFESSIONAL PREPARATION AND SCHOLARSHIP

___ ___ 1.1 Selects and implements instructional methods appropriate to the pupils taught and desired outcomes.

___ ___ 1.2 Remains current in the educational field through course work, in-service activities, professional literature, conferences, workshops, etc.

COMMENTS SECTION 1:

PROFESSIONAL RESPONSIBILITY

___ ___ 2.1 Is punctual and dependable
___ ___ 2.2 Renders prompt and accurate reports
___ ___ 2.3 Maintains professional behavior (e.g., professional interaction with students, confidentiality, professional ethics, etc.)
___ ___ 2.4 Performs necessary clerical responsibilities (e.g., attendance records, lessons plans, report cards, IEP, writing activities)
___ ___ 2.5 Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)
___ ___ 2.6 Shares in responsibilities of building management

COMMENTS SECTION 2:

KNOWLEDGE OF SUBJECT MATTER

___ ___ 3.1 Possesses and maintains competence in subject matter.
___ ___ 3.2 Keeps abreast of new developments, ideas, and events in the subject matter areas.
___ ___ 3.3 Considers the relationship between one's subject matter field and other disciplines or subjects
___ ___ 3.4 Exhibits breadth of knowledge in general education, or pursuit of such knowledge.

COMMENTS SECTION 3:

INTEREST IN TEACHING PUPILS

___ ___ 4.1 Develops rapport with student as an individual in a professional manner.
___ ___ 4.2 Deals with personal information and communication in an ethical manner.
___ ___ 4.3 Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
___ ___ 4.4 Provides guidance and assistance for students.
___ ___ 4.5 Exhibits enthusiasm and interest in dealing with students.

COMMENT SECTION 4:

INSTRUCTION SKILL

___ ___ 5.1 Establishes immediate and long range objectives, consistent with the educational goals of the district.
___ ___ 5.2 Utilizes teaching techniques which are consistent with the selected objectives:

(a) Makes provisions for individual differences in ability and interest among students
(b) Makes effective use of instructional equipment, materials, and resource personnel
(c) Provides for effective evaluation of student progress
(d) Plans and implements lessons, but permits flexibility

___5.3 Gives explanations, assignments, and directions clearly
___5.4 Makes reasonable and appropriate assignments.
___5.5 Motivates students by making lessons interesting and challenging.
___5.6 Assists students in developing acceptable work habits and study skills.
___5.7 Helps students to gain a general education by developing skills in reading, writing, speaking, listening and computation.

COMMENTS SECTION 5:

CLASSROOM MANAGEMENT

___6.1 Selects and prepares equipment and materials in advance of lesson.
___6.2 Maintains orderly, attractive and stimulating classroom environment and atmosphere.
___6.3 Provides adequate plans and schedules.
___6.4 Instructs and supervises students in the proper care and maintenance of facilities, furniture, and equipment.
___6.5 Uses planning time efficiently and effectively.

COMMENT SECTION 6:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANCE PROBLEMS

__ ___ 7.1 Establishes clear parameters for student "in-classroom" conduct and makes these expectations known, including:
(a) Quiet when appropriate
(b) Attention to the teacher when instruction is being given
(c) Students conforming to established rules

__ ___7.2 Shows consistency and fairness in dealing with student behavior

__ ___7.3 Disciplines students in a firm but controlled manner

__ ___7.4 Encourages students to develop courtesy, self-discipline, respect and responsibility.

__ ___7.5 Enlist the assistance of counselors, vice-principal, principal, and other support personnel when appropriate.

__ ___7.6 Assists in maintaining control and enforcing rules throughout the school building and campus.

__ __ 7.7 Assists in resolving discipline problems in accordance with the law, school board policy, and administrative regulations and policies.

COMMENT SECTION 7:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

__ ___8.1 Is responsive to constructive comments or criticism

__ __ 8.2 Attempts to implement suggestions for improvement

COMMENT SECTION 8:

I have read the above observation. My signature does not necessarily indicate agreement.

_____(_____) _____(_____)
Signature of Evaluator date Signature of Employee date

ROYAL SCHOOL DISTRICT NO. 160
CERTIFICATED STAFF NOT INVOLVED IN TPEP (NOT INCLUDING CERTIFICATED SUPPORT PERSONNEL) EVALUATION SUMMARY

Employee:

Grade Level:
Subject:
Class Size:

Evaluator:

TYPE OF EVALUATION:

Annual_____	Observation date & time _____
90 Day_____	Observation date & time_____
Drop In_____	Observation date & time _____
	Observation date & time _____
Pre-arranged_____	Observation date & time_____
Other_____	Observation date & time_____

This evaluation summary is the uniform document for reporting demonstrated levels of competence. Any criterion marked (U) unsatisfactory must include specific recommendations for improvements.

PROFESSIONAL CHARACTERISTICS

CRITERION	S	U	N
1. Professional Preparation and scholarship			
2. Professional Responsibility			
3. Knowledge of Subject Matter			
4. Interest in Teaching Pupils			

CRITERION	S	U	N
5. Instruction Skills			
6. Classroom Management			
7. Handling of student discipline and attendance problems			
8. Effort toward improvement when needed			

COMMENTS OF EVALUATORS:

COMMENTS OF EMPLOYEE:

COMMENTS OF EMPLOYEE CONCERING FACTORS WHICH MAY HAVE AFFECTED THIS OBSERVED LESSON:

I have read the above evaluation summary. My signature does not necessarily indicate agreement.

_____(_____) _____(_____)
Signature of Evaluator date Signature of Employee date

Evaluatee has the option of 24 hours for review before signing.

ROYAL SCHOOL DISTRICT NO. 160

Short Form Evaluation

Certificated Employee

Teacher

Employee_____

Grade level	subject	class size

Evaluator_____ Date:_____

TYPE OF EVALUATION:

Annual_____ Observation Date & Time:_____
Drop In_____ Observation Date & Time:_____
Pre-arranged_____ Observation Date & Time:_____
Other_____ Observation Date & Time:_____

Directions: This worksheet is the basic device to help evaluators record observation data related to established evaluative criteria. The evaluator shall complete an observation or formal observation. This will serve as the primary basis for the post-observation conference. Supplemental data may be used to support ratings.

If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

(a) Description of the performance deficiency as it relates to the specific evaluative criteria.

(b) Recommendations for improvement which would constitute a satisfactory level of performance.

(c) Explanation of limiting accountability factors, if applicable.

Ratings:	(S) Satisfactory	(U) Unsatisfactory	(N) Not Applicable

_____ 1. Professional Preparation and Scholarship

_____ 2. Professional Responsibility

_____ 3. Knowledge of Subject Matter

_____ 4. Interest in Teaching Pupils

_____ 5. Instruction Skill

_____ 6. Classroom Management

_____ 7. Handling of Student Discipline and Attendant Problems

_____ 8. Effort Toward Improvement when Needed

ROYAL SCHOOL DISTRICT NO. 160

Professional Growth Plan Verification

Name_____School_____Year_____

Supervisor_____ Subject/Assignament_____

Professional Growth Goal(s):

_____

_____

_____

_____

_____

_____

Identify method(s) of assessing the success of goals:

_____

_____

_____

_____

_____

_____

Employde signature_____ Date_____

Supervisor Signature_____ Date_____

Position_____

ROYAL SCHOOL DISTRICT NO. 160

EVALUATION REPORT—CERTIFICATED SUPPORT PERSONNEL

Employee: Observation Date:

School: Grade:
Assignment: Evaluator:

Directions: This worksheet is the basic device to help evaluators record observation data to established evaluative criteria. The evaluator shall complete an observation worksheet in conjunction with each formal observation. This will serve as the primary basis for the post observation conference. Supplemental data may be used to support ratings.

If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

(a) Description of the performance deficiency as it relates to the specific evaluative criteria.
(b) Recommendations for improvement which would constitute a satisfactory level of performance.
(c) Explanation of limiting accountability factors, if applicable.

Rating:	(S) Satisfactory	(U) Unsatisfactory	(N) Not Applicable

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

__ __ 1.1 Demonstrates a depth and breadth of knowledge of theory and content in the special field.

__ __ 1.2 Demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12.

__ __ 1.3 Demonstrates the ability to integrate the area of specialty into the total school milieu.

COMMENTS SECTION 1:

SPECIALIZED SKILLS

__ __ 2.1 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention.

__ __ 2.2 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of instruction.

__ __ 2.3 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of remediation.

__ __ 2.4 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of evaluation.

COMMENTS SECTION 2:

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

__ __ 3.1 Demonstrates an acceptable level of performance in managing and organizing the special materials essential to the specialized programs.

__ __ 3.2 Demonstrates an acceptable level of performance in managing and organizing the special equipment essential to the specialized programs.

__ __ 3.3 Demonstrates an acceptable level of performance in managing and organizing the special environment essential to the specialized programs.

COMMENTS SECTION 3:

THE SUPPORT PERSON AS A PROFESSIONAL

__ __ 4.1 Demonstrates awareness of his/her limitations and strengths.

__ __ 4.2 Demonstrates continued professional growth.

__ __ 4.3 Is punctual and dependable.

__ __ 4.4 Renders prompt and accurate reports.

__ __ 4.5 Maintains professional behavior (e.g., professional interaction with students, confidentiality, professional ethics, etc.)

__ __ 4.6 Performs necessary clerical responsibilities.

__ __ 4.7 Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

__ __ 4.8 Shares in responsibilities of building management.
COMMENTS SECTION 4:

INVOLVEMENT IN ASSISTING PUPILS, PARENTS, AND EDUCATIONAL PERSONNEL

__ __ 5.1 Demonstrates an acceptable level of performance in offering specialized assistance
in identifying those needing specialized programs.

__ __ 5.2 Develops rapport with student as an individual in a professional manner.

__ __ 5.4 Provides guidance and assistance for students.

__ __ 5.5 Exhibits enthusiasm and interest in dealing with students.
COMMENT SECTION 5:

I have read the above observation. My signature does not necessarily indicate agreement.

_____ (_____) _____ (_____)
Signature of Evaluator date Signature of Employee date

ROYAL SCHOOL DISTRICT NO. 160

CERTIFICATED SUPPORT PERSONNEL EVALUATION SUMMARY

Employee: Assignment:
Caseload:

Evaluator:

TYPE OF EVALUATION:

Annual _____	Observation date & time _____
90 Day _____	Observation date & time _____
Drop In _____	Observation date & time _____
Pre-arranged _____	Observation date & time _____
Other _____	Observation date & time _____

PROFESSIONAL CHARACTERISTICS

CRITERION	S	U	N
1. Knowledge and Scholarship in Special Field			
2. Specialized Skills			
3. Management of Special and Technical Environment			
4. The Support Person as a Professional			
5. Involvement in Assisting Pupils, Parents, and Educational Personnel			

COMMENTS OF EVALUATORS:

COMMENTS OF EMPLOYEE:

COMMENTS OF EMPLOYEE CONCERNING FACTORS WHICH MAY HAVE AFFECTED THIS OBSERVATION:

agreement.

_____ (_____) _____ (_____)
Signature of Evaluator date Signature of Employee date

ROYAL SCHOOL DISTRICT NO. 160

CERTIFICATED SUPPORT PERSONNEL SHORT FORM EVALUATION

Employee: Assignment:
Caseload:

Evaluator:

TYPE OF EVALUATION:

Annual _____	Observation date & time _____
90 Day _____	Observation date & time _____
Drop In _____	Observation date & time _____
Pre-arranged _____	Observation date & time _____
Other _____	Observation date & time _____

Directions: This worksheet is the basic device to help evaluators record observation data to established evaluative criteria. The evaluator shall complete an observation worksheet in conjunction with each formal observation. This will serve as the primary basis for the post observation conference. Supplemental data may be used to support ratings.

If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

(a) Description of the performance deficiency as it relates to the specific evaluative criteria.
(b) Recommendations for improvement which would constitute a satisfactory level of performance.
(c) Explanation of limiting accountability factors, if applicable.

Rating:	(S) Satisfactory	(U) Unsatisfactory	(N) Not Applicable

____ 1. Knowledge and Scholarship in Special Field

____ 2. Specialized Skills

____ 3. Management of Special and Technical Environment

____ 4. The Support Person as a Professional

____ 5. Involvement in Assisting Pupils, Parents, and Educational Personnel

PROFESSIONAL ACTIVITIES AND GOALS:

_____

_____

_____

_____

_____

_____

_____

_____

COMMENTS OF EVALUATOR:

COMMENTS OF EMPLOYEE:

COMMENTS OF EMPLOYEE CONCERNING FACTORS WHICH MAY HAVE AFFECTED THIS OBSERVATION:

I have read the above evaluation summary. My signature does not necessarily indicate agreement.

_____(_____) _____(_____)

Signature of Evaluator date Signature of Employee date

Evaluatee has option of 24 hours for review before signing.

ROYAL SCHOOL DISTRICT NO. 160

CERTIFICATED SUPPORT PERSONNEL
PROFESSIONAL GROWTH PLAN VERIFICATION

Name: _____ Assignment: _____

Supervisor: _____ Year: _____

Professional Growth Goal(s):

_____

_____

_____

_____

_____

_____

Identify method(s) of assessing the success of goals:

_____

_____

_____

_____

_____

_____

_____ (_____) _____ (_____)
Signature of Supervisor date Signature of Employee date

Appendix D

Pending Completion of Calendar adoption process.

2018-19 Base Salary

	BA	BA+30	BA+60	BA+90/MA	BA+120/MA+30	BA+150/MA+60	BA+180MA+90
0	44,100	46,173	48,245	50,318	52,391	54,464	56,867
1	45,925	47,998	50,071	52,144	54,216	56,289	58,851
2	47,751	49,824	51,896	53,969	56,042	58,114	60,836
3	49,576	51,649	53,722	55,794	57,867	59,940	62,820
4	51,402	53,474	55,547	57,620	59,692	61,765	64,805
5	53,227	55,300	57,372	59,445	61,518	63,591	66,789
6	55,052	57,125	59,198	61,271	63,343	65,416	68,774
7	56,878	58,951	61,023	63,096	65,169	67,241	70,758
8	58,703	60,776	62,849	64,921	66,994	69,067	72,743
9	60,529	62,601	64,674	66,747	68,819	70,892	74,727
10	60,529	64,427	66,499	68,572	70,645	72,718	76,712
11	60,529	66,252	68,325	70,398	72,470	74,543	78,696
12	60,529	66,252	70,150	72,223	74,296	76,368	80,262
13	60,529	66,252	71,976	74,048	76,121	78,194	82,467
14	60,529	66,252	71,976	75,874	77,946	80,019	84,672
15	60,529	66,252	71,976	77,699	79,772	81,845	86,877
16	60,529	66,252	71,976	79,525	81,597	83,670	91,710