COLLECTIVE BARGAINING AGREEMENT

between the

SKYKOMISH SCHOOL DISTRICT NO. 404

and the

SKYKOMISH EDUCATION ASSOCIATION

September 1, 2018 - August 31, 2020

Table of Contents

Preamble 1

Article I – Definitions and Recognition
Section 1 – Definitions 1
Section 2 – Recognition 2

Article II – Status of Agreement
Section 1 – Mutual Contract 2
Section 2 – Relationship to Existing Policy, Procedure, Practice Regulation & Rules 2
Section 3 – Contract Compliance 2
Section 4 – Conformity to Law 2
Section 5 – Distribution of Agreement 3
Section 6 – Appendices 3
Section 7 – No Strike/Lock-out Clause 3
Section 8 – Contracting Out 3

Article III – Association Rights
Section 1 – Building Use 4
Section 2 – Access 4
Section 3 – Equipment Use 4
Section 4 – Membership Communication 4
Section 5 – Availability of Information 5
Section 6 – Payroll Deduction of Dues 5
Section 7 – Release Time 6
Section 8 – Association Leave 6
Section 9 – Committee Representation 7

Article IV – Individual Rights
Section 1 – Individual Rights 7
Section 2 – Just Cause 8
Section 3 – Academic Freedom 9
Section 4 – Personnel Files 9
Section 5 – Staff Protection 11
Section 6 – Student Discipline/Safety and Security 12
Section 7 – Individual Contracts 15
Section 8 – Supplemental Contracts 16
Section 9 – Assignments and Vacancies 17

Article V – Management Rights
Section 1 – Management Rights and Responsibilities 17

Article VI – Leaves
Section 1 – Illness, Injury, and Emergencies 18
Section 2 – Childbirth and Childcare Leave 18
Section 3 – Leave Sharing 20
Section 4 – Sick Leave Cash Out 20
Section 5 – Bereavement Leave 20
Section 6 – Jury/Subpoena Leave 21
Section 7 – Military 21
Section 8 – Meetings and Conferences 21
Section 9 – Personal Leaves 22
Section 10 – State and Federal Family Medical Leave Act 22
Section 11 – Miscellaneous Leaves 22
Section 12 – Political Leave 22

Article VII – Salaries, Stipends, and Benefits
Section 1 – Salary Schedule 23
Section 2 – Provisions Governing Placement on Salary Schedule 23
Section 3 – Payment Provision 25
Section 4 – Comp. for Professional Responsibilities/Professional Learning 25
Section 5 – Payroll Deductions 26
Section 6 – Supplemental Assignments 26
Section 7 – Travel 27
Section 8 – Insurance Benefits 27
Section 9 – Staff Substitutions 28
Section 10 – Curriculum Development/Committee Compensation 29
Section 11 – Materials and Supplies Stipend 29
Section 12 – National Board Certification Stipend 29
Section 13 – Length of Work Year 29

Article VIII – Other Terms and Conditions
Section 1 – Work Day 30
Section 2 – Classroom Visitation 30
Section 3 – Safe Working Conditions 31
Section 4 – Attendance at School Functions 31
Section 5 – Duty at School-Sponsored Events 31
Section 6 – Administrator Assistant 32
Section 7 – Special Education Teacher and Director 32
Section 8 – Summer School Employment 32
Section 9 – After School Day Program 33
Section 10 – Mentoring Program 33
Section 11 – Multi-Grade/Multi-Subject Support 33
Section 12 – Early Release Teacher Collaboration Days 34
Section 13 – Regular Communication 34
Section 14 – Professional Development 34

Article IX – Substitute Employees 34
Section 1 – Notification to Association 35
Section 2 – Rate of Pay 35
Section 3 – Provisions Not Applicable to Part-Time Substitutes 35

Article X – Evaluations
Section 1 – General Provisions: Classroom Teacher Evaluation 36
Section 2 – Comprehensive Evaluation 40
Section 3 – Provisional Employees 44
Section 4 – Support for Teachers 44
Section 5 – Focused Evaluation 45
Section 6 – Probation and Non-Renewal Process 46
Section 7 – Support Staff Evaluation Process 50
Section 8 – Evaluation Criteria – Support Staff 51

Article XI – Layoff and Recall
Section 1 – Definition 54
Section 2 – General Provisions 54
Section 3 – Seniority 55
Section 4 – Layoff Procedure 55
Section 5 – Appeal Rights 57
Section 6 – Recall Procedure 57

Article XII – Grievance Procedure
Section 1 – Definitions 57
Section 2 – Rights of Representation 58
Section 3 – Procedure 58
Section 4 – Miscellaneous Provisions 59

Article XIII – Duration and Signature of Parties 60
Signature Page 60

Appendices
Appendix A – Calendar 61
Appendix B – Salary Schedule 62
Appendix C – Supplemental Contracts 63
Appendix D – CEL 5D+ Classroom Teacher Evaluation Rubric 64
Appendix E – Observation Form 72
Appendix F – Comprehensive Summative Evaluation Form 74
Appendix G – WA Kids MOU 81
Appendix H – Just Cause 82
Appendix I – Leave Sharing 83

PREAMBLE

This agreement is entered into this first day of September 2018. It is the purpose and intent of the parties hereto to provide in this agreement for orderly collective bargaining relations between Skykomish School District No. 404 and the Skykomish Education Association.

ARTICLE I

DEFINITIONS & RECOGNITION

Section 1: Definitions

1.1 As used in this agreement, the following terms will have the following meanings, unless the context in which they are used shall clearly indicate another meaning:

1.1A "Agreement" shall mean this entire collective bargaining contract.

1.1B "District" shall mean the Skykomish School District No. 404, Skykomish, King County, Washington.

1.1C "Board" shall mean the Board of Directors of Skykomish School District No. 404 as the governing body of the District.

1.1D "Association" shall mean the Skykomish Education Association.

1.1E "Teacher," "certificated personnel," "certificated employee," "educational employee," or "employee," shall refer to all employees represented by the Association in the bargaining unit as defined in the Recognition clause.

1.1F "Part-Time Substitutes" shall be defined as substitute employees employed by the District for more than thirty (30) days of work within either the current or immediately preceding school year and who continue to be available for employment as substitutes.

1.1G "Long-Term Substitutes" shall be defined as substitute employed by the District to replace a member of the bargaining unit who is absent from his/her regular assignment in excess of twenty (20) consecutive days in the same assignment.

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

Section 2: Recognition

2.1 The District recognizes the Association as the exclusive bargaining representative for all full or part-time non-supervisory certificated employees who are under contract. Excluded from the unit is the superintendent, principal, and vice-principal. Certificated employees who are on leave in accordance with this agreement are recognized to have contractual rights in accordance with any applicable provision of said agreement. Substitute employees shall be included to the extent provided in Article IX of this agreement. Casual substitutes are excluded.

The representation rights afforded to the Association as specifically enumerated in this Agreement shall not be granted to any competing labor organization. The access rights granted in Article III of this Agreement are in recognition of this exclusive representation right and shall not be construed to require such access for other organizations, except to the extent required by law.

ARTICLE II

STATUS OF AGREEMENT

Section 1: Mutual Contract

1.1 This Agreement may be amended or modified during its term only with the mutual consent of both parties.

Section 2: Relationship to Existing Policy, Procedure, Practice, Regulation & Rules

2.1 This Agreement shall supersede any rules, regulations, policies, practices, and procedures of the District which are contrary to or inconsistent with its terms.

2.2 Existing rules, regulations, policies, practices, and procedures concerning wages, hours and working conditions of employees which are not expressed in this Agreement and not in conflict or inconsistent with the terms of this Agreement shall remain in full force.

Section 3: Contract Compliance

3.1 All individual employee contracts shall be subject to and consistent with Washington State law and the terms and conditions of this Agreement. All individual employee contracts shall expressly provide that they are subject to the terms of this Agreement.

Section 4: Conformity to Law

4.1 This agreement shall be governed and construed according to the laws of the State of Washington. If any provision of this Agreement is found contrary to law by a tribunal or court of competent jurisdiction, then the remaining provisions of this Agreement shall continue in full force and effect and be binding upon the parties hereto. Any provision held contrary to law shall be renegotiated as soon as possible.

Section 5: Distribution of Agreement

5.1 Within thirty (30) days following the ratification and signing of this Agreement, the District shall print and distribute copies of the Agreement to all employees. A copy of the Agreement shall be provided for review to all applicants for employee positions. All employees new to the District shall be provided a copy of the Agreement by the District upon issuance of their individual contract.

5.2 Additional copies of the Agreement shall be available to the Association for each year the Agreement is in effect.

Section 6: Appendices

6.1 The appendices are integral parts of this agreement and by this reference are incorporated herein.

Section 7: No Strike/Lock-out Clause

7.1 The Association agrees that during the life of this Agreement, neither the Association nor its members shall authorize, instigate, or engage in a strike or sympathy strike affecting the District. Employees may on their own time engage in such activities, providing the activities do not affect the District (i.e. activities involving lobbying legislature or government officials, assistance to another WEA/NEA affiliate, etcetera). During the life of this Agreement, the District shall not lock-out employees covered by this Agreement.

Section 8: Contracting Out

It is acknowledged the Association may have concerns regarding the District contracting out services that would normally be provided by employees who are members of the Association's bargaining unit. The District and Association will from time to time jointly review the current extent of any such contracting out and will discuss new proposed contract out situations prior to implementation. It is acknowledged the Association shall have the right to demand bargaining regarding the impact of any newly proposed contracting out of services that normally would be provided by the Association's bargaining unit members.

ARTICLE III

ASSOCIATION RIGHTS

Section 1: Building Use

1.1 The Association may use the District buildings for the purpose of having meetings and transacting Association business, provided that such meetings and business shall not interfere with District educational programs. All such meetings shall be held outside the regular student day, except during the duty-free lunch or with administration approval, if in an area or location being used for school business. If seeking to use a District facility at a time when that facility is also available to the public, the Association will fill out an application and facility use agreement in order to avoid scheduling conflicts but will not be charged for use of the facility.

Section 2: Access

2.1 Duly authorized members of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations. Other duly authorized representatives of the Association shall be permitted to transact official Association business on school property during non-duty hours provided that this shall not interfere with or interrupt normal school operations.

2.2 Access to New Members

The District will provide the Association reasonable access to new employees of the bargaining unit. Such access may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within fourteen (14) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite on a voluntary basis, or at a location mutually agreed to by the District and Association.

Section 3: Equipment Use

3.1 The Association shall, upon request, be permitted use of the school equipment. The Association shall pay for the actual cost of materials and supplies incident to such use.

Section 4: Membership Communication

4.1 The Association may post notices of Association activities and business. Such notices shall be identified as official Association material. The Association shall be permitted to use employee mail boxes.

4.2 The Association may communicate with its members via the school E-mail system.

Section 5: Availability of Information

5.1 The District shall provide to the Association president, at the same time as school board members, at least one copy of the following for information, additional copies at Association cost:

5.1A Annual financial reports and audits;

5.1B Monthly revenue and expenditure reports;

5.1C Student enrollment reports;

5.1D Preliminary, final, and revised budgets

5.1E Names and addresses of all employees;

5.1F Agendas and minutes of all board meetings;

Upon request, the District will provide the Association with informational packets and other public information used by school board members to make decisions.

5.2 The District shall provide the Association with additional documents or information which are public, or which are necessary for the Association to fulfill its role as bargaining agent in a timely manner.

5.3 Association Bargaining Unit Information

The Association will have access to employee information necessary for the Association's role in representing the bargaining unit. Such information shall include, but is not necessarily limited to: employee name, employee identifier, date of hire, FTE, seniority, salary, contract status, building and assignment, address, email address (if available), phone number, years of experience and years of education.

Such private information from employee files will not be disclosed to third parties except as authorized by law.

Section 6: Payroll Deduction of Dues

6.1 The Association shall have the right of automatic payroll deduction of employee-authorized dues or representation fees for certificated employees covered by this Agreement including its state or national affiliates and including deductions for WEA-PAC and/or NEA-PAC.

6.2 On or before September 10th of each year, the Association shall give written notice to the District of the dollar amount of individual dues, which dues are to be deducted in the coming school year under payroll deduction. The amount of these deductions shall not be subject to change during the school year.

6.3 A regular dues authorization or representation fees authorization shall continue in effect from year to year unless a request for revocation is submitted to the Washington Education Association and the District, signed by the employee. The District will discontinue deductions with the next payroll cycle for any such revocation submitted to the District, and confirmed with the WEA, by the fifth (5th) day of the month.

6.4 Continuing employees of the District or employees who commence employment by the start of the school year shall have the full annual dues deducted in equal monthly installments. Employees who commence employment after the start of the school year shall have the annual dues pro-rated over the balance of the year, and such amount shall be deducted in equal monthly installments over the remainder of the year.

6.5 The District agrees to remit directly to the Washington Education Association (or Association selected designee) all monies so deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be provided the Association as receipt for said transaction.

6.6 The District will notify the Association of all newly hired employees no later than fifteen (15) days after their first day of employment.

6.7 The Association and its statewide and national affiliates will indemnify, defend, and hold the District harmless against any claims made against the District on account of any action it takes to comply with this provision. The Association also agrees to refund to the District any amounts paid to it in error on account of this provision.

6.8 The District will not charge any fee to the Association or employees for the deduction of dues and other deductions made pursuant to this Section.

Section 7: Release Time

7.1 Whenever Association representatives, or grievant or witnesses, are mutually scheduled with the District's representatives to participate in formal negotiations or grievance hearings during working hours, said employees shall suffer no loss of pay. Substitute costs, if any, will be paid by the District.

Section 8: Association Leave

8.1 Upon request of the Association president, the District shall grant employees a leave of absence for the purpose of conducting Association business. This leave shall not exceed a total of fifteen (15) days per year and twenty (20) days in the final year of the agreement and shall be designated to any Association representative by the Association. Said employee shall suffer no loss of pay provided the Association pays for the cost of a substitute. This leave is in addition to other leaves provided for in Article VI.

8.2 In addition, the District shall grant up to fifteen (15) days leave for members of the Association who are elected to the Board of Directors of the Washington Education Association, President of the Pilchuck UniServ Council, Pilchuck UniServ Council Executive Board or assigned a state association, national association, or Pilchuck UniServ Council related responsibility. Said employee (s) shall suffer no loss of pay provided the Association pays for the cost of a substitute.

Section 9: Committee Representation

9.1 A SKEA appointed certificated staff member will have the opportunity to be involved in procedure/policy committees and interview teams. The District will make a good faith effort to ensure the Association is notified in advance of committee meetings or interview meetings no later than the board is notified. This provision shall not be interpreted to require compensation for any such participation unless otherwise agreed in advance.

ARTICLE IV

INDIVIDUAL RIGHTS

Section 1: Individual Rights

1.1 Employees shall be entitled to full rights of citizenship. In addition, there shall be no discipline or discrimination with respect to the employment of any teacher because of such person's age, gender/gender identity, marital status, real or perceived sexual orientation, race, creed, color, national origin, domicile, or the presence of any sensory, mental or physical handicap, unless the particular handicap prevents the proper performance of the particular employee involved. The District acknowledges the right of its employees to a private and personal life. Further, the District takes precautions to protect private information in employee files from disclosure.

1.2 Right to Join and Support Association

Employees shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining, through their Association representatives. Employees shall also have the right to refrain from any and all such activities, except to the extent required elsewhere in this Agreement. The District shall not discriminate against any employee in regard to hiring, tenure of employment, or any term or condition of employment as a result of: (a) Membership or non-membership in the Association; (b) Participation in any activities of the Association or collective bargaining; or (c) Institution of any grievance, complaint or proceeding under this Agreement, so long as such matters are in accordance with this Agreement and the law.

Section 2: Just Cause

2.1 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank, discharges, non-renewals, terminations or other actions that would adversely affect the employee) without just and sufficient cause. See Appendix H.

2.2 The specific grounds forming the basis for any disciplinary action must be made available to the employee in writing prior to any such action except for the suspension with pay for just cause pending an investigation.

2.3 An employee shall be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present except that no meeting will be unreasonably delayed. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken.

2.4 The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, written reprimand, suspension with pay, and non-renewal or discharge as a final and last resort. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

2.5 Extreme Cases: If any employee's actions require a more immediate application of one of the more serious forms of disciplinary action, the superintendent may elect to not follow the progression of the discipline policy, but apply the more serious action. These extreme circumstances will be provided to the employee in a written form. The Association may also be notified in the same written form at the employee's request.

2.6 Any complaint made that might adversely affect an employee's contract, including those made to the Board of Directors, against an employee or person for whom the employee is administratively responsible, by any parent, student, or other person shall be promptly called to the attention of the employee. Any complaint not called to the attention of the employee as soon as reasonably possible or within three (3) business days except under exceptional circumstances (i.e. hospitalization, leaves, or absences, et cetera) shall not be used as the basis for any disciplinary action against an employee.

2.7 No disciplinary notices more than two (2) years old shall be applied toward future disciplinary actions unless the same offense was committed during the two (2) year period of time.

2.8 If an employee receives a disciplinary notice and if such employee goes for one (1) year without further discipline, he/she shall be furnished a follow-up notice to this effect with a copy of such follow-up notice placed in the employee's personnel file.

2.9 In all disciplinary actions against employees, including adverse evaluation of employee performance, the individual employee so affected will have the option of seeking redress through one of the following avenues:

2.9A The employee may file a grievance and proceed through arbitration and shall sign a waiver of rights, if applicable;

2.9B The employee may instead elect, if applicable, to pursue the matter by seeking redress pursuant to current and/or subsequent state statutes.

Section 3: Academic Freedom

3.1 Academic freedom shall be guaranteed to employees. As a vital component of academic freedom, employees shall have the authority to select the methods and materials used for the instruction of students so long as such selection is not in conflict with state guidelines for a particular subject and meets with approved State Learning Standards. As teachers are given the opportunity to sit on adoption committees, pilot tests, and help select all materials, those said materials shall be the primary instruction material. If/when adopted materials are no longer meeting the educational needs of students, teachers may ask for materials review and/or new adoption.

3.2 Controversial issues arising from classroom situations and/or subject matter may be discussed and explored in the classroom. A safe, open, and inclusive school culture requires that controversial issues arising in normal classroom situations be handled as a regular aspect of instruction and learning. Such discussions shall conform with District policies and procedures related to handling of controversial topics and shall be conducted in a professional and objective manner, endeavoring to provide multiple perspectives on an issue, and without imposing the viewpoints of the employee on students. This provision does not in any way restrict the District's authority to require the teaching of the District's adopted curriculum, nor to prohibit or limit discussions of identified topics if communicated to staff in advance.

3.3 Curriculum created by employees shall be the property of the employee; however, the District shall have access to the materials at no cost. At no time shall the District have the right to sell curriculum created by employees.

Section 4: Personnel Files

4.1 The District shall maintain an official personnel file for each certificated staff member. Such files shall be stored in a secure area where access may be monitored, controlled, and limited.

4.2 There shall be no separate official personnel files kept by the District. The District superintendent shall be responsible for the safeguard of the official personnel files and shall have unrestricted access to the files. This shall not restrict the right of a superintendent and/or principal to maintain a working file. Matters in said working file shall be purged after one year, with any official copies of documents placed in the personnel file at that time. Only the superintendent and/or principal shall have access to the working file.

4.3 Any staff member has the right to examine and copy materials from and/or have copies made of his/her personnel file during regular business hours.

4.4 Each employee shall have the right to review his/her personnel file by prior arrangement and to attach his/her own comments to any evaluation or other correspondence originating from the District superintendent or principal within twenty (20) working days of being notified that a document has been made a part of his/her official file. The employee shall be notified of comments being put into his/her file.

4.5 The superintendent, business manager, or the superintendent's designee as agreed to by SKEA must be present when anyone is given access to a personnel file in order to offer assistance, interpretation, and provide security of material contained in the file.

4.6 A personnel file may contain, but is not limited to, transcripts from colleges or universities, information allowed by statute, a record of previous employment, employment application, evaluations, professional assessment instruments, formal discipline actions, letters of recommendation, and copies of district contracts. All material in the personnel file must be related to the staff member's work, position, salary, or employment status in the District.

4.7 A staff member may petition the superintendent for a review of all information in his/her personnel file. The superintendent and/or the Personnel Officer, and/or Business Manager as determined by the superintendent shall decide if there is any irrelevant information and shall remove all such from the file. If the staff member does not concur with the material that remains, the staff member may file a statement or rebuttal or correction to be placed into the file.

4.8 No derogatory material shall remain in an employee's file for a period of more than three (3) school years from the end of the school year that the entry was made with the exception of material related to the physical and/or sexual abuse of a student and/or District employee which shall be retained indefinitely. Files will be purged in June of the second year. This section does not apply to formal evaluations.

4.9 All materials placed in a personnel file shall be signed and dated by the authorized District personnel. The District must forward a copy of the material to the staff member. Any material which is not shown to him/her within the ten (10) days after placement in his/her file, or forwarded by certified mail (return receipt requested) to the last known address if the staff member is unavailable personally, shall not be allowed as evidence in any action against such staff member and must be removed.

4.10 Material originating from a student, parent, Board member, or citizen which has not been found to warrant any formal discipline action shall not be added to a personnel file.

4.11 A staff member may appeal to the superintendent for the removal of any material placed in his/her personnel file. This must be done by requesting a conference with the party involved for the purpose of examining the questioned material. If the staff member is not satisfied with the decision, he/she may file a grievance according to the grievance procedure in this agreement.

4.12 A staff member has the right to submit a written statement of rebuttal relating to any material in his/her personnel file and have that written rebuttal placed within the file. A former staff member shall retain the right of rebuttal or correction for a period not to exceed three (3) years.

Section 5: Staff Protection

5.1 The District shall protect and hold personally harmless any employee from any action, claim, or proceeding instituted against him/her arising out of the performance or failure of performance of duties for or employment with the District and hold him/her harmless from any expenses connected with the defense, settlement or monetary judgment from such actions except in case of willful negligence; to the limits of the District insurance policy.

5.2 Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee will be paid his/her full salary for the period of absence, less the amount of any workmen's compensation award made for the disability due to said injury; PROVIDED THAT the difference between the amount of the employee's salary and any workmen's compensation award, if any, shall be charged to sick leave.

5.3 The District shall reimburse the employee for replacement of major items of clothing or approved personal property damaged beyond repair, destroyed or stolen, during the course of his/her employment, provided such loss is not the result of the employee's failure to take reasonable preventive measures and provided that the principal/superintendent has approved the employee's utilization of their personal property to this endeavor. If the employee makes claims under insurance coverage available to him/her individually or as an employee, the District obligation shall not exceed the difference between the replacement value and an amount receivable through the employee's homeowner's insurance or other coverage.

5.4 The District shall take reasonable steps to ensure the following state law protections (RCW 28A.635) for staff are adhered to:

- It is a misdemeanor for anyone to insult or abuse an employee anywhere on the school premises while such employee is carrying out his/her official duties; or

- It is a misdemeanor to willfully create a disturbance on school premises or at school activities or school meetings; or

- It is a misdemeanor to singly or in concert with others intimidate by threat or force or violence any employee who is in the peaceful discharge or conduct of his/her duties.

Section 6: Student Discipline/Safety & Security

6.1 The District shall expect acceptable behavior on the part of all students who attend school in the District. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable Federal and State laws and provisions of this Agreement.

6.2 The Board, Superintendent and building administrator(s) shall support employees in their efforts to maintain discipline in the District and shall respond within one (1) school day to all employees' requests regarding discipline problems. A building administrator and/or designee shall be available to staff during working hours in order to provide assistance and support in discipline cases. It is understood that any decision made by a designee, in the absence of the building administrator, is made under the authority of the building administrator. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by employees to control and maintain order and discipline, the employees must use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with Federal and State laws or regulations and provisions of this Agreement (RCW 28A.600.010, RCW 28A.600.020, and WAC 392-400).

6.3 The District agrees to support employees in the reasonable exercise of their official duties related to the handling of student disciplinary matters. To this end, District administrators shall take the necessary actions to support employees in the exercise of said duties. Upon request by the employee, the parties shall meet to discuss mutually agreeable training necessary to accommodate students with behavior and disciplinary concerns.

6.4 The employee will have the right as described in RCW 28A.600.020 to remove any student(s) whose behavior disrupts the teaching process. Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under an employee's immediate supervision may be excluded by the employee from his/her individual classroom and instructional or activity area for all or any portion of the balance of the school day or until the principal or designee and employee have conferred, whichever occurs first. Before the removal of a student, except in emergency circumstances, the employee shall have performed one or more alternative forms of corrective action. An excluded student shall not be returned during the balance of that class or activity period without the consent of the employee.

6.5 Each building shall designate the location/person in each building where a student who has been removed from the class will report. The employee may request that a meeting be promptly held between the employee, the administrator, and the parent(s)/guardian(s). Any employee who is faced with a disruptive student shall have the right to develop with the building administrator, and parent(s)/guardian(s), as appropriate, a behavior management plan for that student.

6.6 State law states that:

- It is a misdemeanor for anyone to insult or abuse an employee anywhere on the school premises while such employee is carrying out his/her official duties; or
- It is a misdemeanor to willfully create a disturbance on school premises or at school activities or school meetings; or
- It is a misdemeanor to singly or in concert with others intimidate by threat or force or violence any employee who is in the peaceful discharge or conduct of his/her duties.

6.7 The District will report students who have engaged in these acts to the police and appropriately discipline involved students.

6.8 Possession or use of weapons, explosives, firecrackers or other items capable of producing bodily harm as defined in RCW 9.41 is prohibited. Employees will use their best professional judgment when deciding on the appropriate intervention strategy to use upon encountering an altercation between students where weapons are involved, taking into account the safety of students as well as their own safety. Students in possession of or using any weapons or dangerous devices will be subject to expulsion as specified by law.

6.9 Any item that appears to be a weapon and is used by the aggressor as a weapon and the victim believes the item to be a weapon, then the previous paragraph will apply. The employee, pursuant to WAC 392-400-290, has the right to emergency remove any student who has been found in possession of a firearm, explosive, firecrackers, or other dangerous weapon as defined in RCW 9.41.280, as long as the employee has good and sufficient cause to believe that the student's behavior continues to pose a danger to person or threat of disruption. Prior to the return of any student who has been removed, suspended, or expelled for a dangerous weapons violation, the District will, in conjunction with impacted employees and parent(s)/guardian(s) establish an enforceable behavior plan which must be adhered to as a condition of the student remaining in that employee's class.

6.10 The District will immediately (within 30 minutes) and thoroughly investigate reports and rumors regarding dangerous weapons and/or Drug use by students and take prompt and reasonable action to protect employees and students and their property.

6.11 The employee has the right consistent with the law to have a parent/guardian removed or restricted from his/her classroom/work station if the parent/guardian is abusive either verbally or physically.

6.12 An employee shall not be disciplined for taking action regarding discipline of students when they acted with good and sufficient reason and in compliance with the law.

6.13 When an employee has a student who has been removed frequently for disruptive behavior from the employee's class, the employee will request that the employee and Parent/Guardian and administrator meet to create an enforceable behavior plan.

6.14 A classroom instructor impacted by a student suspension shall be notified when a student is suspended from his/her specific class within an hour of the suspension.

6.15 No employee shall be required to search a student's person or belongings.

6.16 This section shall not interfere with the due process rights of Regular or Special Education students.

6.17 Prior to the end of the third academic quarter, the staff and administrators will review the sections of the building Student Handbook that deal with student discipline, rights and responsibilities.

6.18 Also, during the first in-service (LID) Day prior to school in the fall, the staff and administration will review their building emergency plans (i.e. evacuation, fire, earthquake, etc.).

Section 7: Individual Contracts

7.1 The District will provide each employee a contract in conformity with Washington State Law, the State Board of Education, and this Agreement.

7.2 Two (2) copies of a contract will be given to the employee each year for signature. One (1) signed copy shall be provided the employee within five (5) working days of its board approval. One (1) copy will be kept in the district office.

7.3 An employee under contract shall be released from the obligations of his/her contract upon request under the following conditions:

7.3A A letter of resignation must be submitted to the superintendent's office.

7.3B A release from contract for the ensuing year shall be granted provided a letter of resignation is submitted prior to July 1.

7.3C A release from contract for the ensuing year shall be granted after July 1 provided a satisfactory replacement can be obtained or with approval of the superintendent.

7.3D A release from contract shall be granted upon the employee's request in case of illness or other personal matters which make it impossible for the employee to continue in the District.

7.4 The length of the regular employee contract shall be one hundred eighty (180) instructional days plus any Professional Learning Days funded by the State. This does not include extra-curricular contracts.

7.4A Any extensions of contract days beyond the state-funded days shall be paid at a daily rate of one divided by the number of days in the base contract (1/180 in 2018-19, 1/182 in 2019-20), subject to the superintendent's approval.

7.5 A school calendar for the current school year is attached as Appendix A. This calendar shall be bargained by the administration and the Association before the end of the third academic quarter and becomes a part of this agreement upon Board approval. Following Board approval, any changes in the calendar shall be made by mutual agreement between the Association and the District.

7.6 Professional Learning Days

During 2018-19, the District will provide per diem pay for one (1) professional learning day in addition to the salary set forth in Appendix B.

The number of funded days will increase each year that the legislature adds funding for an additional professional learning day. These extra days will be added to the base salary in 2019-20 and additional compensation added to the base contract accordingly. The District's duty to fund these days will cease if the state stops funding them and the days would be removed from the regular employee contract.

The date(s) of the professional learning day(s) will be jointly determined by the Association and the District. By mutual agreement and consistent with state funding guidelines, employees may attend in or out-of-district professional development, or collaborate with employees around professional learning needs.

Section 8: Supplemental Contracts

8.1 There shall be a Supplemental Contract for District supplemental assignments. The Superintendent has the authority to appoint, based on District needs, certificated personnel to no more than one such annual contract (from Appendix C) per school year. Assignments will be filled as follows: (a) Volunteers (b) as determined by the Superintendent, based on the nature of the assignment, skills, and certificated personnel desires.

8.2 If at all possible, the District shall notify employees in writing of appointments for the next year and shall issue supplemental contracts for the next year prior to the close of the current school year. When prior year notification is not possible, due to personnel changes or any other reason(s), the District will notify employees of appointments as soon as possible.

8.3 Supplemental Contracts shall be issued before any service is to be performed under the Supplemental Agreement whenever possible. All supplemental contracts will come with job descriptions and estimated hourly commitment.

8.4 Payment for services performed under the Supplemental Contract shall be prorated over the remainder of the contract year. In the case of Contracts for services which are not provided the entire year, payment shall be prorated over the remainder of the contract year from the time that such contracted services are begun.

8.5 Disciplinary actions related to performance under a Supplemental Contract are fully covered by the just cause requirements of Article IV, Section 2.

8.6 The District shall post all vacancies for supplemental positions by notification to employees via email as soon as they are known. In the event a vacancy occurs during the summer months, the district will e-mail the posting to all certificated staff.

Section 9: Assignments & Vacancies

9.1 Assignment will be made according to the needs and best interest of the District. When vacancies occur promotion of qualified personnel within the District is encouraged.

9.2 The District will notify all in-district personnel of existing vacancies before out-of-district applicants are considered for employment. Interested current employees holding a certificate or endorsement that qualifies them for an open position shall be granted an interview. If the current employee isn't hired for the open position, upon request by the employee, the Superintendent will provide in writing the reason(s) the employee wasn't hired.

9.3 Changes in current assignments for the following semester shall be made no later than fifteen (15) days prior to the beginning of any semester, except that a zero count in the class necessitate an assignment change. If an assignment change is necessary, the teacher shall be given up to three (3) days without students or up to three (3) days, with per diem pay to prepare for such a change.

9.4 The District shall move all employee materials to a new classroom when the employee is required to move. The employee shall choose to have the District pack all employee materials or receive $20 per hour up to eight (8) hours for the time it takes the employee to pack and move.

ARTICLE V

MANAGEMENT RIGHTS

Section 1: Management Rights and Responsibilities

1.1 The Association recognizes that the District has the obligation of serving the public with the highest quality of educational programs and services, efficiently and economically. The Association further recognizes the right of the District to operate and manage the schools, including but not limited to the right to plan, direct and control District operations and programs; to require standards of performance and maintenance of order and efficiency; to direct employees and determine job assignments; to assign work; to approve the materials and equipment to be used; to implement changes and discontinue programs and to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or any part of the system and its programs shall continue to operate; to select and hire certificated staff; to promote, demote and transfer employees; to make all plans and decisions on all matters involving administration of the school; to subcontract work when in the needs and best interest of the District; to maintain discipline and efficiency of employees and to determine qualifications of employees; to lay off employees for lack of work or other legitimate reasons; to recall employees; to offer reasonable paid overtime work to employees; to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. All other management rights and prerogatives not expressly limited by the specific terms of this Agreement are reserved by the District.

ARTICLE VI

LEAVES

Section 1: Illness, Injury, and Emergencies

1.1 All employees shall be granted twelve (12) days of paid leave per year for illness, injury, and emergencies. Such leave shall accumulate from year-to-year as authorized by State law. Any employee who is leaving the District for a period of time and then is rehired shall retain all such leave previously accumulated.

1.2 Leaves for "illness or injury" shall include illness, injury, poor health, and disabilities (including temporary disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and subsequent recovery), as authorized by law and for the event of illness within the family, i.e. spouse, domestic partner, children, children of domestic partner, siblings, siblings-in-law, siblings of domestic partner, parents, parents-in-law, parents of domestic partner, grandparents, grandparents-in-law, grandparents of domestic partner, grandchildren, grandchildren of domestic partner, or other members of the household. The full twelve (12) days per year or any accumulation may be used for illness or injury. For absences exceeding five days, the District may require verification that an employee's use of paid sick leave is for an authorized purpose. If the District requires verification, verification must be provided to the District within a reasonable time period during or after the leave. The District's requirements for verification may not result in an unreasonable burden or expense on the employee and may not exceed privacy or verification requirements otherwise established by law.

1.3 Leaves for "emergencies" shall be granted for any emergency which shall be defined as any sudden or anticipated event or set or circumstances where preplanning could not relieve the necessity for the employee's absence. An emergency leave shall be taken in either ½ or full day increments.

1.4 The District shall fully implement any attendance incentive program allowed by law.

Section 2: Childbirth and Childcare Leave

The options contained in this Section are available to an employee with regard to leaves related to childbirth and/or childcare.

2.1 Childbirth

2.1A Childbirth leave refers to the period of disability due to pregnancy and/or the birth of a child. The length of childbirth leave may vary and is based on the employee's needs as verified by a treating physician.

2.1B A pregnant employee may take a leave without pay or use some and/or all accumulated annual leave to cover temporary disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom. The purpose of this option is to cover only the period of disability and should not be used if the employee desires a longer leave. Notice of the number of annual leave days the employee intends to use consecutively and intends to retain shall be provided at the time she notifies the District as required below. Leave days for the disability period not covered by illness, injury or emergency leave shall be without pay and benefits unless otherwise required by law.

2.1C Except in cases of medical emergency, the employee shall inform the District at least thirty (30) school days in advance of their intention to take leave, and of the approximate time she expects to return to work.

2.1D Childbirth leave shall extend no more than thirty (30) work days immediately following childbirth unless the employee's physician certifies that the employee is unable to perform her normal duties as an employee due to a temporary disability caused by childbirth.

2.2 Childcare Leave

2.2A Childcare leave refers to the period of time not to exceed twelve (12) months:

1. after the temporary disability period related to childbirth, or
2. following the birth of a child by the employee's spouse or domestic partner, or
3. after the adoption of a child, or
4. after acquiring long-term parental guardianship due to the execution of a will or by statute.

2.2B An employee may take a leave without pay or use some his/her accumulated illness, injury, or emergency leave for childcare leave. Notice of the number of accumulated illness, injury, or emergency leave days the employee intends to use consecutively and intends to retain shall be provided at the time he/she notifies the District. The notice requirements provided shall be the same as in Childbirth Leave except that the date of return shall be set at the time the leave was granted. Childcare leave is limited to twelve (12) months from the last date of the employee's childbirth leave, the date of the birth of their child, or the date of adoption, or after acquiring long-term parental guardianship due to the execution of a will or by statute. Childcare leave is not required to be contiguous with the date of the child's birth, provided that it is used within the twelve (12) month time period set forth above.

Section 3: Leave Sharing

3.1 All voluntary leave sharing among bargaining unit members shall be in strict compliance with current RCW, WAC, and OSPI bulletins and directives. The District business manager shall maintain and post current regulations and procedures. The District will allow shared leave for all purposes permitted by Chapter 392-126 WAC, as now existing or hereafter amended. Current guidance on Leave Sharing outlined in Appendix I.

Section 4: Sick Leave Cash Out

4.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for everyone day's monetary compensation: Provided that no employee may receive compensation under this Section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

4.2 At a 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 of four (4) full days accrued leave for illness or injury. To receive such remuneration for retirement purposes, such an employee must provide the District with written notice of his/her intent to do so. If the retirement notice is to be effective at the end of the current employment year, said written notice must be provided no later than October 31. The Superintendent may waive the above notice requirements in emergency circumstances that causes a sudden or unanticipated retirement. It is understood that the above notices are only required to indicate whether the employee desires to receive the retirement cash out; notice of retirement itself can be handled separately by the employee and such notice is not governed by the deadlines contained in this Section.

Section 5: Bereavement Leave

5.1 Bereavement: Each employee shall be entitled to up to three (3) days of leave with pay, with up to two (2) additional days with pay available on request for extended travel, for absence caused by the death of an employee's child, step-child, spouse/domestic Partner, parent, grandparent, sibling, grandchildren, parent-in-law or parent of domestic partner, relative living in employee's place of abode, or other close relative. Bereavement leave shall not be deducted from sick leave and is in addition to the twelve (12) days referred to in paragraph 1.1 above. Bereavement leave is non-cumulative. This section applies to each instance of familial death as indicated above.

Section 6: Jury/Subpoena Leave

6.1 Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contract days shall be deducted from the employee's salary.

6.2 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law or other hearing.

Section 7: Military

7.1 Members of the Washington National Guard or national military reserve units shall be granted military leave of absence from his/her teaching assignment for a period not exceeding fifteen (15) calendar days during each year, provided such reservist has been called to active training duty and has made all reasonable efforts to arrange for active training duty during non-contracted days. The employee shall receive his/her normal District pay and there shall be no loss of vacations or sick leave to which he/she might otherwise be entitled.

7.2 If an employee is called to active military duty such as in the event of a particular national emergency, military leave without pay shall be granted for the duration of the active duty. Upon completion of such compulsory active military leave the employee will be entitled to re-employment in the District as though no absence had occurred. Salary increments and seniority shall not be lost because of such military leave.

Section 8: Meetings and Conferences

8.1 Leaves may be granted to attend meetings, conferences, workshops, symposiums, or seminars at which concerns relating to education are discussed. Such leaves may be granted by the superintendent at his/her discretion, and may be with or without pay, and with or without necessary expenses of travel, meals, and lodging.

8.2 Employees may decline attending specific trainings during instructional time when they inform the Superintendent that they cannot be away from their classroom/work on the proposed date; provided, that such notice to the Superintendent is given sufficiently in advance of the training such that the employee's participation can be timely cancelled without penalty.

Section 9: Personal Leaves

9.1 Each employee shall be entitled to three (3) personal leave days per year without a reason being given. Personal leave is neither sick leave nor bereavement leave and is non-cumulative except as noted later. When possible, personal leave shall be requested far enough in advance to allow arrangement for a needed substitute. No more than two employees shall be granted personal leave on any given day. After May 1 of any school year, no more than one (1) certificated employee per day shall be on personal leave unless needed substitutes can be found. Employees shall be permitted to carry over to the following year two (2) personal leave days or may cash out all remaining personal days at the employee's per diem rate of pay.

Section 10: State and Federal Family Medical Leave Act

10.1 The District will apply all State and Federal Family leave laws including any additional or improved employee right or benefit under said laws while this contract is in force. Benefits are maintained during this period. Leave may be taken without pay or using any available leave the employee has accumulated.

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. Eligibility criteria for this program are established by the State. Information on this program, including eligibility and application information, is available through the District Office. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

Payment of the PFML payroll premium will be subject to bargaining if the contract is reopened for transition to a School Employees Benefits Board program.

Section 11: Miscellaneous Leaves

11.1 The superintendent may grant, at his/her discretion, a miscellaneous leave without pay for other reasons not covered by the above leave provisions. Such leaves may be granted for periods of one (1) day up to one (1) year.

Section 12: Political Leave

12.1 Leave of absence without pay or benefits shall be granted to serve in, or to campaign for, an elected or appointed local, state or national political office.

ARTICLE VII

SALARIES, STIPENDS, & BENEFITS

Section 1: Salary Schedule

1.1 All certificated employees regardless of field or level taught, shall be placed on the teacher's salary schedule, Appendix B. The new schedule will be effective on the commencement date of this Agreement. Should negotiations on a new contract extend beyond the termination date of this Agreement, salary for certificated employees shall reflect any negotiated increases adopted by the District and Association and become effective on the effective date of the new agreement.

1.2 As the legislatively funded Certificated Instructional Staff (CIS) salary allocation for basic education increases annually for cost of living, the increase shall be applied to the base cell of the basic education salary schedule that is reflected in Appendix B If the state applies an increase to the CIS salary allocation other than for cost of living, the Agreement will be reopened to determine the amount to be applied to the salary schedule.

Section 2: Provisions Governing Placement on Salary Schedule

Certificated instructional staff will be placed on the salary schedule in accordance with WAC 392-121-264 and the reporting standards of S-275 in place as of August 2018, except as may be otherwise described in this section.

Clock hours will continue to be counted as in-service credit for placement purposes, with ten (10) clock hours counting the same as one college quarter credit hour.

2.1 Placement of Beginning Employee: All beginning employees' salaries shall commence on Step 0 (0 years' experience and BA degree), except that if the employee can show he/she was eligible for experience and/or education credits as outlined below.

2.2 Increments/Index: Increments for experience, education, Bachelor's, and Master's degree will be in accordance with the index shown on the salary schedule and with the provisions below.

2.3 Education Credits:

2.3A Education credits will be granted for post-secondary work. Educational credits for advancement on the salary schedule will be accepted from any institution approved by the State Board of Education.

2.3B Credit for education experience shall be given automatically when evidence of such credit is filed with the District. Credits earned after September 1, 1995, must satisfy the additional criteria of WAC 392-121-262. Evidence of completed credits (in form of official college transcripts or grade reports and other required documentation) must be filed with the District no later than October 1. (If, for some circumstance, the college transcripts or grade reports are not available and the District has been advised by the college of the credit, the employee shall be granted the allowance for credit).

2.3C Approved 'local' credits (i.e. non-college credit in-service, workshops, etc.) earned after September 1, 1987, will be recognized for placement on the salary schedule when such credits meet state requirements in place as of August 2018. Credits earned after September 1, 1995, must satisfy the additional criteria of WAC 392-121-262.

2.4 Experience Credits:

2.4A Credit shall be given for experience as a certificated educational employee, including public, private, parochial, substitute, teaching, administrative, and support staff experience, provided such experience meets the State criteria in place as of August 2018.

2.4B Out-of-state experience shall be given the same treatment as in-state experience.

2.4C Classification for Full Year: Placement on the salary schedule for experience and education shall be for the full school year. After October 1, no changes in placement will be made, unless as the result of a mistake in placement by the District, and, of course, for employees hired after October 1.

2.4D Experience is based upon the criteria set forth in state regulations for 2017-18, including WAC 392-121-270, and includes regularly-contracted employment while certificated in positions requiring certification in the State of Washington and out of state. Credit shall be given for each full-time equivalent (1.0) year of experience to the nearest tenth (0.1) of a year. Such credit shall accumulate from year to year. Whenever an employee's accumulated experience reaches 0.5 or more of a year, said employee shall be placed on the next experience step on the salary schedule, provided this will not affect the employee's actual accumulated experience.

Section 3: Payment Provision

3.1 All employees shall be paid in equal monthly installments over the duration of their employment contracts. Payroll checks (and EFT deposits) shall be issued to the employee on the last working day of each month. For the month of December, the Business Manager will determine by the 10th (each year) if the district has sufficient funds to distribute payroll prior to leaving for holiday break. In the event of an error in payment resulting in underpayment, corrections shall be made as soon as the District accounting procedures will allow. In the event of District overpayment the District and individual will work out a reasonable time for repayment. Errors of either over or underpayment will only be corrected if found and both parties notified within one year of the payment error. Both parties are bound to report to the other any error discovered. Errors found after one year shall not be subject to back payment or payroll deduction unless required by state law.

Section 4: Compensation for Professional Responsibilities / Professional Learning Stipend

4.1 Beginning with the 2018-19 school year, the salary set forth in Appendix B has been supplemented to include the 12.8% of salary previously paid under a supplemental contract for additional Time, Responsibility and Incentive (TRI) pay. This compensation recognizes professional responsibilities performed by employees. Examples of recognized professional responsibilities beyond the regular work year and work day shall be according to the employee's professional judgment and include, but are not necessarily limited to, the following:

Preparation for opening or closing of school
Conferencing with parents beyond those referenced herein
Supporting student activities
Tutoring
Evaluating student work
Professional development activities
Preparation of materials and plans
Planning instruction with other staff members
Attending building and district meetings and programs, such as PTA, orientations, etc.
Working on the District's Strategic Plan.

4.2 Beginning in 2018-19, each employee of the bargaining unit will receive a supplemental responsibility contract for professional learning equal to two percent (2%) of the employee's base salary. This Professional Learning/TRI Stipend is set forth on the Total Compensation Schedule attached hereto as Appendix B. This stipend is in recognition of activities that enrich the District's educational program, such as:

- Collaborating with colleagues on instructional and student issues outside the regular school day;
- Self-directed professional learning;
- Research into content areas and/or instructional methodologies;
- Other activities consistent with RCW 28A.415.430 beyond the professional learning days allocated by the state pursuant to RCW 28A.150.415.

Section 5: Payroll Deductions

5.1 The District shall make such deductions from the employee's salary as are required by State and Federal rules and regulations such as withholding tax, FICA, retirement, etc.

5.2 The following deductions may be made if authorized by the individual employee: Approved medical, dental, and vision plans, tax sheltered annuities, salary insurance, United Way funds, payments to the Washington School Employees Credit Union or other District approved programs.

5.3 Mailing of mandatory/voluntary payroll deductions will occur within five (5) business days of payday.

Section 6: Supplemental Assignments

6.1 See Appendix C. All certificated individuals performing duties listed in Appendix C shall be paid according to Appendix C. Payment of stipends for these activities shall be made over the twelve-month period as an addition to regular salary, or in the case of non-annual stipends, in the next regular pay period after which the activity takes place. Signed supplemental contracts are required.

6.2 Certificated staff currently serving supplemental assignments from previous years generally will be offered the position before making the assignment available to other certificated staff, unless the assignment is removed based on performance concerns or other factors impacting the employee's ability to perform the assignment. Supplemental contracts not included in Appendix C will first be made available to certificated staff when there is an appropriate staff member to perform the work.

Section 7: Travel

7.1 Employees utilizing their private automobiles to travel on school business shall be compensated at the current IRS approved rate, provided that a District vehicle was not available for such travel. Whenever feasible, a school vehicle should be used in lieu of a personal vehicle, unless otherwise approved by the Superintendent.

7.2 Travel shall be in accordance with District policy 6213P and staff handbook.

Section 8: Insurance Benefits

8.1 The District shall provide insurance premium payments toward premiums of approved District group insurance programs in accordance with the provisions and options outlined herein. Annual enrollment period for group insurance programs shall be through September 30th of each school year unless otherwise extended due to an open enrollment period; new employees hired after the school year are eligible to enroll within thirty (30) calendar days of their employment or as otherwise allowed by the insuring companies. Part-time employees shall be granted insurance premium payments on a prorated basis (part-time employees are any who work on a regular basis but less than a full day)

8.2 The District agrees to pay up to the current state monthly allocation per employee for the options outlined below, provided that after all employees have exercised these options the District shall calculate the total amount of unused dollars, shall place said unused dollars into a pool, and shall redistribute additional insurance dollars from the pool on an equal basis to those employees who need additional dollars to pay for their medical insurance premium. This process shall continue until the entire insurance pool has been fully utilized.

8.3 The District shall contribute $7000 into the insurance pool to be utilized by all employees to alleviate out-of-pocket insurance expenses for employees.

8.4 The District will continue to pay the retiree subsidy required by the state health care authority for each employee out of district funds rather than out of the state allocation.

8.5 From the monthly contributions for each employee, the District shall first deduct from the amount the full premium payments for each employee, spouse, and child to the District's Dental Service Plan and Vision Plans. These plans shall be the WEA Dental and Vision plans, unless otherwise mutually agreed by the Association and District.

8.6 The remainder of the monthly contribution including any pool money as described in 9.2 and 9.3 above, shall be contributed to one of the following medical insurance options to be chosen by the employee:

8.6A WEA Medical Plans
(**NOTE:** If there are still unused dollars remaining after dental, vision, and medical are paid, then an additional insurance option would be added.)

8.7 If negotiations of a new contract extend beyond the expiration of this Agreement, benefits shall be paid at any new state allocation for benefits.

8.8 An employee's IRS qualified domestic partner may participate in the district insurance coverage.

8.9 Should the State Legislature require employees to access benefits through a School Employees Benefits Board, this section of the Agreement may be reopened at the request of the Association to determine whether any of the district contributions listed above shall be reallocated to other compensation or benefits.

Section 9: Staff Substitutions

When certificated secondary staff have substituted for another teacher for five (5) class periods, then the substituting teacher shall earn one (1) full day of personal leave. Only those hours that would ordinarily constitute preparation time shall be counted towards the five (5) periods.

9.1 When certificated elementary staff have substituted (taken the place of a specialist such as physical education, Spanish, music, science, librarian, et cetera who would teach/have their class) for Two Hundred and Eighty (280) minutes, then the substituting elementary teacher shall earn one (1) full day of personal leave. Only those hours that would ordinarily constitute preparation time shall be counted towards the needed minutes.

When certificated support staff, such as the counselor, have substituted for one (1) day, then the substituting certificated support staff member shall have earned one (1) full day of personal leave.

9.2 Personal leave under this section is neither sick leave nor bereavement leave and is 1cumulative during the school year in which it is earned. If the employee cannot take the leave during that year for whatever reason then it must be used during the following school year. This personal leave must be requested in advance and approved by the superintendent.

9.3 Employees may choose per diem pay in lieu of leave under this section. Any such pay due an employee shall be paid monthly.

9.4 Documentation of all staff substitutions must be approved by the Superintendent and submitted to the Business Manager no later than the 10th of the month following said substitutions to be redeemable for that month. Documentation submitted after the 10th of the month following said substitutions shall be redeemable in the following month(s).

9.5 When an employee takes another employee's students during a period that is not their planning time, the employee shall be paid $20 for each period they have another employee's students. The counselor is not eligible for this stipend for accepting students during a non-preparation period.

Section 10: Curriculum Development/Committee Compensation

10.1 Employees who serve on curriculum development groups or other committees outside the regular school day or year shall be paid based on their hourly contractual rate of pay or shall be given release time in which to perform these duties.

Section 11: Materials and Supplies Stipend

11.1 All employees shall be allocated three hundred ($300) dollars for the purpose of supplies and materials that assist in the performance of his/her duties. Employees may choose to combine this stipend with other employees for a purchase agreeable to all employees involved. Any employee's unused materials and supplies stipend funds shall be rolled into the next school year.

Section 12: National Board Certification Stipend

12.1 For each year that the States makes an allocation to school districts for National Board-Certified Teachers, the District will provide a stipend to each teacher who has attained National Board Certification, in the amount funded by the state for the stipend.

12.2 The District will reimburse, on a one-time basis, up to $200 in documented registration or component fees paid by a current employee seeking National Board certification.

Section 13: Length of Work Year

13.1 The length of the work year for each full-time employee shall be one hundred and eighty-one (181) days.

ARTICLE VIII

OTHER TERMS AND CONDITIONS

Section 1: Work Day

1.1 Employees shall work a 7.5-hour day. The work day will include a thirty (30) minute duty-free lunch period.

1.2 Preparation Time:

1.2A High School, grades 9-12: Employees in grades 9-12 shall have a preparation period during one (1) of the regular student periods.

1.2B Elementary employees shall have at least as much total prep time per day as 9-12 employees in one (1) continuous block of time.

1.2C Employees shall be able to utilize as preparation time all time during which their classes are receiving instruction from various specialists.

1.3 Building faculty meetings shall be limited to no more than one (1) per week unless an emergency shall arise. These meetings shall not be held on Fridays after school (except during District directed early release time) nor shall they exceed one (1) hour in length except under exceptional circumstances. Certificated staff meetings will be held at least once a month.

1.4 Faculty meetings and in-services are mandatory. Doctor and/or other appointments are not to be scheduled during staff meetings or in-service days except in the case of emergencies which have been approved by the Superintendent.

1.5 No secondary general education employee shall have more than two (2) classes per period one (1) of which is an independent study unless the employee agrees.

Section 2: Classroom Visitation

2.1 The District and SKEA encourage community members' and parents' visitations to the school and classrooms. To provide for classroom visitations with the least interruption to the teaching process, the following procedures shall be used:

2.1A All visitors to school and/or a classroom shall obtain the approval of the principal/superintendent, and if the visit is to a classroom, the time will be arranged after the principal/superintendent has conferred with the teacher has been provided up to 48 hours' notice prior to the visitation. Scheduled visits to a classroom are appropriate, but visits are not to be considered ongoing.

2.1B The teacher shall be given the opportunity to confer with the classroom visitor before and after the visitation.

2.1C In the event the certificated employee is concerned about a scheduled visit, the certificated employee is entitled to have the superintendent/principal or another staff member present during the visitation.

Section 3: Safe Working Conditions

3.1 Employees will not be required to work under unsafe, unhealthful, or hazardous conditions.

Section 4: Attendance at School Functions

4.1 Employees covered by this agreement shall be required to attend no more than two annual scheduled evening events (e.g. Graduation, Open House, Curriculum Night) unless they are on illness, emergency, maternity, jury/subpoena, or military leave or any other leave approved by the superintendent. Certificated staff are not required to attend any other events.

4.2 An employee covered by this agreement who is required to attend the evening winter program to supervise his/her class performance shall be paid two (2) hours at his/her hourly rate.

Section 5: Duty at School-Sponsored Events

5.1 An employee except the Athletic Director, covered by this agreement shall not be required to perform supervisory duties at school sponsored events, except such supervision of students that is required by law. If any employee, other than the Athletic Director, performs supervisory duties at any school event, except Open House, then said employee may elect to volunteer time, receive compensation time, or be paid at the employee's hourly wage. The Athletic Director shall be paid for attendance at athletic events per the negotiated Supplemental Assignments agreement between the District and the SKEA.

5.2 No employee shall be coerced by the District or the Association into choosing the type of compensation.

5.3 Game duties (i.e. scorebook, clock, ticket sales) will be compensated per ASB Budget amount.

Section 6: Administrator Assistant

6.1 The District shall designate a full-time faculty member to serve as administrative assistant when the Principal/Superintendent is absent or out of the building or unavailable. These duties shall be performed in addition to regular teaching duties unless the Superintendent/ Principal has provided a substitute. Those staff members with administrative certificates shall be considered first. If those staff members decline the position, it shall be offered to the employee highest in seniority. By September 1st, the Superintendent/Principal shall post the name of the Administrative Assistant in case of absence, and a second and third choice in case of absence of both Superintendent and Administrative Assistant. The Administrative Assistant's duties and limitation of authority shall be provided in writing by the superintendent for all staff members. This position shall be filled by supplemental assignment contract, the compensation for which is specified in Appendix C. As per administrative need, more than one full-time faculty member may be designated as an Administrative Assistant to provide an additional level in the 'chain of command.' The Principal/Superintendent or the designated administrative assistant shall be on campus for the entire workday.

Section 7: Special Education Teacher and Director

7.1 The special education teacher shall be compensated seven (7) days of additional compensation in recognition of the additional time required for special education paperwork and meetings that are held after hours.

7.2 Compensation for extra hours may be given as release days or as comp time as arranged between administration and teacher.

7.3 The teacher assigned responsibilities relevant to special education monitoring and compliance shall receive a stipend equal to Step 20 of the Supplemental Assignment schedule.

Section 8: Summer School Employment

8.1 For 2018-2019 and thereafter, in the event the District offers a summer school instructional program for students, the teaching position(s) shall first be offered to current non-supervisory certificated employees.

8.2 An employee accepting summer school duties shall be compensated at the hourly rate of $38.00

8.3 An employee shall be additionally compensated for one (1) hour of preparation time for each day of the summer school program and an additional ten (10) hours of preparation for the initial set-up, planning, and wrap-up of the program.

Section 9: After School Day Program

9.1 For 2018-2019 and thereafter, in the event the District offers a student program after the regular student day during the school year, the position/duties shall first be offered to current non-supervisory certificated employees.

9.2 An employee accepting this position/duties shall be compensated at the hourly rate of $38.00, with the number of hours to be authorized in advance by the Superintendent.

9.3 Total compensation shall be limited to no more than one hundred ninety-four (194) hours for the After School Day Program, except as may be mutually agreed to by the District and employee(s).

Section 10: Mentoring Program

10.1 A mentor shall be assigned to new teachers to the Skykomish School District. If grant funds become available for second-year teachers, the District and Association will reopen this provision to determine how to best apply such funds to second-year teachers. In support of the program, the District shall pay at the mentor and mentee per diem rate of pay for at least 45 minutes (may be more if grant funding allows) after school meetings between the mentor and the mentee. These meetings will be held monthly. The mentor positions shall be granted to the most senior employee in the teaching area of the mentee. If the most senior employee declines the position, it shall be the District's discretion to assign the job except that the mentor must be a classroom teacher. Mentees who are interested in observing other teachers may request one (1) release day for this purpose, to the Superintendent.

Within existing resources, the District will make a good faith effort to ensure that teachers or ESAs who are new to the profession will not be assigned supplemental contracts (per Article VII, Section 6) unless they request the supplemental assignment.

The District and Association agree to jointly cooperate in pursuing a BEST grant. If funds are received the District and Association will meet to discuss the use of those funds for mentor/mentee compensation.

Section 11: Multi-Grade/Multi Subject Support

11.1 Elementary and middle school teachers with more than two (2) grade levels and secondary teachers with more than five (5) subjects will receive up to (4) days of release time per year to aid them in grading and preparation Instead of release time, by mutual agreement, employees may be paid at per diem for additional planning time outside the regular school day.

Section 12: Early Release Teacher Collaboration Days

12.1 For the duration of this Agreement, students will be dismissed 90 minutes early every Friday, as noted on the calendar in Appendix A, to allow employees time for professional development, planning and collaboration. These days shall be utilized for activities as designated by the District, except that the third Friday of every month will be available for individual or group professional activities led by teachers, for purposes such as curriculum mapping, teacher led professional development, grade level or content area collaboration, review of student performance data, and developing common assessments. Teacher leaders or teachers working individually will be responsible for providing the Superintendent an email record of the activities conducted on third Fridays. Also, at the end of each quarter, an early release day will be provided for grading and preparation of progress reports or report cards.

The District will make a good faith effort to avoid scheduling conflicts with teacher-led Fridays. In the event of a scheduling conflict, the teacher-led Friday will be rescheduled for the following Friday unless another date is mutually agreed.

Section 13: Regular Communication

13.1 Regular communication will be provided on scheduling of teacher-led Fridays, Professional Development and Staff Meetings.

Section 14: Professional Development

14.1 The District and the Association will work collaboratively to obtain provide clock hour opportunities for professional development on Fridays during designated professional development time at the school. The district, in collaboration with the association, is responsible for determining PD areas.

ARTICLE IX

SUBSTITUTE EMPLOYEES

This Article applies only to part-time and long-term substitutes as defined in Article 1 of this Agreement. It does not apply to long-term leave replacement employees to whom the District offers non-continuing contracts. Such leave replacement employees are those who are expected (based on the nature of the leave for the person the employee is replacing) to work at least one (1) semester or its equivalent (90 work days or more) in one (1) specific assignment. Such leave replacement employees are entitled to all rights and benefits provided by this total Agreement, whereas the rights and benefits applicable to part-time and long-term substitutes are governed in accordance with this Article.

Section 1: Notification to Association

1.1 Prior to July 1, November 1, and February 1, the District shall provide the Association with a list of employees who have met the standards in Article I, Section 1.1 for inclusion in the bargaining unit.

Section 2: Rate of Pay

2.1 For the purpose of this section substitutes will be defined consistent with Article I, Section 1.1 of this Agreement. Salary rates for substitutes shall be as follows:

2.1A Part-time substitutes shall be paid a daily rate of $151.

2.1B Long-term substitutes shall be placed on the salary schedule according to Article I, Section 1.1 of this Agreement.

2.1C Employees laid off in the previous school year in accordance with Article XI of this Agreement and who have not been recalled in accordance with Article XI will be given first priority as substitutes for the same duration as they are in the employment as identified in Article XI. The priority consideration is not required in those instances in which the individual teachers request a specific substitute. Laid off employees accepting substitute assignments shall be paid at the part-time substitute rate for all days worked unless they qualify as long-term substitutes or leave replacement employees.

2.1D Substitutes working on early release days will have their rate of pay proportionately reduced for the early release hours unless the principal approves a request for the substitute to remain for the full work schedule to perform other activities.

2.2 Either party during the term of this Agreement may reopen for bargaining the above pay rates.

Section 3: Provisions Not Applicable to Part-Time Substitutes

Article IV - Employee Rights - Sections 7, 8, 9
Article VI - Leaves
Article VIII - Other Terms and Conditions - Sections 4-9
Article X - Evaluation
Article XI - Layoff and Recall

ARTICLE X

EVALUATIONS

Section 1: General Provisions: Classroom Teacher Evaluation

1.1 Evaluation Principles and Purpose

1.1A The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 "(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity."

1.1B Within the selected instructional framework, teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.

1.2 Applicability

1.2A The evaluation system set forth in Sections 1 through 6 of this Article only applies to classroom teachers. All other staff shall be evaluated under Sections 7 and 8, below. Classroom teachers are certificated staff with an assigned group of students for more than 40% or more of their teaching assignment and provide (a) instruction and (b) grades for the students.

1.3 Alternate Evaluator

1.3A Prior to the beginning of the evaluation process, an employee may request, in writing to the Superintendent, an alternative evaluator. If the Superintendent does not agree to an alternative evaluator, the teacher shall have the right to appeal the decision to the School Board. No evaluation of a non-supervisory certificated employee will be conducted by another member of the bargaining unit represented by the Association.

1.4 Privacy of Evaluation Results

1.4A Evaluation results shall not be publicly shared or published with any teacher-identifying information and without notification to the individual and Association. Evaluation results will not be used to determine any type of additional compensation; nor will they be used solely to determine assignment, placement, or job status.

1.5 Assignment Outside Area of Training/Endorsement

1.5A If an employee teaches multiple subjects, some of which are outside their area of training or endorsement, the evaluator shall not unfairly focus on evidence of content knowledge and pedagogy from classes outside the employee's training or endorsement. The employee's evaluation will fairly recognize the employee's areas of strength as well as any areas where teaching may need to be improved.

1.5B Though not likely to occur, if an employee's total assignment is outside their area of training/endorsement, the evaluator will give due consideration to that factor, and for the future, the District, in consultation with the employee, will make a reasonable effort through reassignment or other steps to ensure the employee is assigned to a position for which the employee has training/endorsement.

1.6 Electronic Monitoring

1.6A All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the activities of any class without the prior knowledge and consent of the teacher. There shall be no mechanical or electronic recording of any evaluation conferences without the mutual consent of the teacher and evaluator.

1.7 Right of Employee to Respond

1.7A If an employee disagrees with any of the written reports of observation, conferences, and/or evaluation, the employee may submit a statement concerning the points of disagreement to be attached to any such report.

1.8 Representation

1.8A Probationary employees shall have the right to have present a representative of the Association, as an observer, at all pre-observation and post-observation conferences if the evaluatee so desires. Outside the probationary context an employee may bring a representative to any evaluative meeting provided that no delay of the meeting is required.

1.9 Evaluator

1.9A No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this Agreement and any relevant state or federal requirements. The District will provide the Association with evidence of an evaluator's training upon request.

1.10 Grievance

1.10A A grievance shall not include a dispute concerning an employee's evaluation, including probation, other than a claim of failure to follow the evaluation procedures.

1.11 Definitions

1.11A **Criteria** shall mean the eight (8) state defined categories to be scored.

1.11B **Component** shall mean a sub-section of each criterion.

1.11C **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Evidence collection is not intended to mirror a Pro-Teach or National Boards portfolio, but rather a sampling of data to inform the decision about level of performance. It should be gathered from the normal course of employment and should not be created specifically for the evaluation system. Surveys and/or information of unsubstantiated student and parent perceptions of teacher performance will not be used as evidence.

1.11D **Artifacts** are a type of evidence and shall mean any products generated, developed, or used by the employee.

1.11E **Student Growth** shall mean the change in student achievement between two points in time within the current school year.

1.11F **Student Growth Data** shall mean data that is relevant to the teacher and subject matter, must be a factor in the evaluation process, and must be based on multiple measures that may include classroom-based, school-based, District-based, and state-based tools. Assessments used to demonstrate growth must predominantly originate at the classroom level and be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

1.11G **Summative Performance Ratings** shall mean the four (4) performance levels applied using the four-level rating system:

Level 1 – Unsatisfactory;
Level 2 – Basic;
Level 3 – Proficient; and
Level 4 – Distinguished.

1.1H **Observe or observation** means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purposes of examining evidence over time against instructional framework rubrics.

1.12 State Evaluation Criteria

1.12A Teachers are to be evaluated under the state required evaluation criteria listed below.

1.12A.a Centering instruction on high expectations for student achievement
(Descriptor: Expectations)

1.12A.b Demonstrating effective teaching practices
(Descriptor: Instruction)

1.12A.c Recognizing individual student learning needs and developing strategies to
address those needs
(Descriptor: Differentiation)

1.12A.d Providing clear and intentional focus on subject matter content and curriculum
(Descriptor: Content Knowledge)

1.12A.e Fostering and managing a safe, positive learning environment
(Descriptor: Learning Environment)

1.12A.f Using multiple data elements to modify instruction and improve student learning
(Descriptor: Assessment)

1.12A.g Communicating and collaborating with parents and the school community
(Descriptor: Families and Community)

1.12A.h Exhibiting collaborative and collegial practices focused on improving
instructional practices and student learning
(Descriptor: Professional Practice)

1.13 Instructional Framework

1.13A The parties have agreed to the adopted evidence-based instruction CEL's 5D (3.0) approved by OSPI. The instructional framework is included in Appendix D.

1.14A eVal

Evaluators may use the online eVal system for the purpose of collecting and recording evidence. Teachers shall contribute evidence to the overall assessment of professional performance but use of eVal shall be optional for teachers. Further, teachers will be notified when new evidence is recorded in eVal.

Section 2: Comprehensive Evaluation

2.1 Cycle

2.1A A comprehensive evaluation must be completed for:

2.1A.a Classroom teachers who are provisional employees;

2.1A.b Any classroom teacher who received a comprehensive summative evaluation performance rating of "Unsatisfactory" or "Basic" in the previous school year; and

2.1A.c All other classroom teachers at least once every four (4) years.

2.2 Self-Assessment

2.2A The teacher completes a self-assessment of their performance under the instructional framework. Sharing the results of the self-assessment with the teacher's evaluator is optional. Teachers are encouraged, but not required, to share the results of the self-assessment with the teacher's evaluator.

2.3 Goal Setting

2.3A Normally prior to October 15, but no later than November 1 (or as soon as practical for teachers hired after October 1), the teacher and evaluator shall discuss professional goals, student growth measures, and student growth goals to be used for the year. This meeting may coincide with the previous year's summative evaluation meeting. The teacher and evaluator shall collaborate in identifying and documenting a student growth goal for Components SG-3.1, SG-6.1, and SG-8.1 on or before the first pre-observation conference. The goal for SG-6.1 and SG-8.1 may be the same goal.

2.4 Gathering Evidence

2.4A Evidence is observed practice, products, or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.

2.4B Evaluators should assume all teachers are proficient in each scoring criteria. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the nature and quality of the evidence, not the amount, that determines a rating.

2.4C An accurate evaluation requires that corroborated and authentic evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be notified when an evaluator obtains evidence of which the teacher would otherwise not be aware, and either party may request a conference to discuss the evidence and opportunities for growth.

2.4D Formal surveys of students and parent perceptions of teacher performance shall not be solicited for inclusion as evidence in the evaluation.

2.4E Evaluators shall not unfairly focus on evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements.

2.4F All observations shall be conducted openly. This shall not be prohibit walk-throughs, or other informal and unscheduled visits to the classroom.

2.5 Observations

2.5A Observations are one type of evidence of professional performance relevant to the evaluation criteria.

2.5A.a Each teacher shall be observed formally in the course of professional performance at least two (2) times for a minimum total of sixty (60) minutes.

2.5A.b New employees shall be observed at least once for a minimum total of thirty (30) minutes during the first ninety (90) calendar days of employment.

2.5A.c Teachers in the third year of provisional status shall be observed at least three (3) times for a minimum total of ninety (90) minutes.

2.5A.d Unless consent is given by the teacher, no observations shall occur the two days before Winter and Spring breaks, or on days with modified schedules.

2.5B Each formal observation shall be pre-scheduled with the teacher and shall be accomplished by pre-observation and post-observation conferences scheduled in accordance with the following timelines. All conferences shall be held in the teacher's classroom or work space.

2.5C The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, and content, objectives, and strategies of the lesson, the length of the observation, and possible observable evidence to meet the scoring criteria. The pre-observation conference will occur no more than ten (10) school days before the observation unless there are extenuating circumstances discussed by the teacher and evaluator, and the conference is rescheduled to a specific date. The District Pre-Observation Conference Form will be used to guide or focus the discussion at the pre-observation conference. A teacher may, but is not required to, complete the form prior to the pre-observation conference.

2.5D The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria and the instructional framework rubric, and to discuss opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the assessment of the teacher's professional performance, including, but not limited to, evidence related to those criteria not observed in the classroom. The post-observation conference will occur within ten (10) school days of the observation unless there are extenuating circumstances discussed by the teacher and evaluator and the conference rescheduled to a specific date. The evaluator's observation notes shall be shared with the teacher promptly after the observation and prior to the post-observation conference. The evaluator shall provide the teacher with a copy of the completed written observation report (Appendix E) within three (3) school days after such report is prepared.

2.5E The evaluator or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre-and post-observation conferences. The evaluator's observation notes shall be shared with the teacher promptly after the observation. The evaluator shall provide the teacher with a copy of the completed written observation report (Appendix E) within three (3) school days after such report is prepared.

2.6 Annual Conference and Summative Criterion Rating

2.6A An annual evaluation conference shall be completed at least two (2) weeks prior to the end of each school year. At the conference, each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.

2.7 Overall Summative Performance Rating

2.7A The final summative score must be determined by an analysis of evidence. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

- 8-14 – Unsatisfactory
- 15-21 – Basic
- 22-28 – Proficient
- 29-32 - Distinguished

2.8 Student Growth Measures

2.8A 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 a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average, or high based on the scores below:

- 5-12 – Low
- 13-17 – Average
- 18-20 – High

2.8B Student growth data will be taken from multiple sources identified collaboratively by the teacher and evaluator, and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.

2.8C A teacher who received a "4 – Distinguished" preliminary summative score and a "Low" student growth score will receive an overall "3 – Proficient" rating.

2.8D If a teacher receives a "Low" student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).

2.8E The evaluations of certificated classroom teachers with a preliminary rating of "Unsatisfactory" and "High" student growth will be reviewed by the School Board.

2.9 Final Report

2.96A An annual evaluation report shall be completed prior to the end of each school year. The final report shall include a score for each criterion (not components), a student growth score, and an overall summative performance rating. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.

Section 3: Provisional Employees

3.1 The Superintendent shall make a determination to remove an employee from provisional status if the employee has received a "Proficient" or "Distinguished" rating during the first two (2) years of employment by the District.

3.2 Before non-renewing a provisional teacher, the District shall provide one (1) or more of the following resources to support the teacher's professional growth:

3.2A Assigned a mentor;
3.2B Release time to observe other teachers;
3.2C Targeted professional development;
3.2D Clear ideas and strategies on how to reach "Proficient";
3.2E Any other support mutually determined by the teacher and evaluator.

3.2X The District shall provide written notice to the Association of teachers provided assistance under this section.

Section 4: Support for Teachers

4.1 Any teacher with more than five (5) years' experience who receives an overall "Basic" rating shall be offered one (1) or more of the following resources to support the teacher's professional growth:

4.1A Assigned a mentor;
4.1B Release time to observe other teachers;
4.1C Targeted professional development;
4.1D Clear ideas and strategies on how to reach "Proficient";
4.1E Any other support mutually determined by the teacher and evaluator.

4.2 The Association will be notified of any employee who receives an overall "Basic" rating.

4.3 One (1) or more of these supports may also be offered to other teachers at any time that an evaluator decides to provide specific support for the improvement of the teacher's performance in one (1) or more criteria.

Section 5: Focused Evaluation

5.1 The Focused Evaluation (FE) focuses on improvement of teaching skills, content knowledge, techniques, and abilities. A non-provisional teacher scoring a three (3) Proficient or higher the previous year, upon mutual agreement between the Superintendent and the teacher, shall be evaluated using the FE. The teacher can stay on the FE for three (3) years before returning to the Comprehensive Evaluation. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before December 15.

5.2 If the evaluation of the teacher includes an assessment of a criterion that requires observation, the following shall apply.

5.3 All classroom teachers who are subject to a focused evaluation must be observed at least twice each school year in the performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside the classroom setting.

5.4 Said teachers must be observed no less than sixty (60) minutes during each school year.

5.4A The professional growth activity/criteria may be proposed by the teacher at the first pre-observation conference, but must be approved by the evaluator.

5.4B The professional growth activity needs to be tied to one (1) of the eight (8) state evaluation criteria. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

5.4C The role of the evaluator is to evaluate the employee's performance on the selected criterion. The evaluator also assists the teacher in developing the professional growth activity and then if necessary to assist in its implementation, particularly by making reasonable efforts to provide the resources to implement it.

5.4D The score received on the selected criterion (including the required growth component as described in B, above) is the score assigned as the final summative score.

5.4E A group of teachers may, but shall not be required to, focus on the same evaluation criterion. This collaboration may be initiated by the teacher(s) and no individual shall be required to work on a shared goal for purposes of evaluation.

5.4F Pre and post observation conferences will be scheduled at the request of either the evaluator or teacher.

5.4G An annual evaluation conference shall be completed at least two weeks prior to the end of each school year.

5.4H An annual evaluation report shall be completed prior to the end of each school year. A summative score is determined using the most recent comprehensive evaluation score. This score becomes the focused summative evaluation score for any subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice in the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

Section 6: Probation and Non-Renewal Process

6.1 At any time after October 15th, a classroom teacher whose work is not judged satisfactory based on district evaluation criteria shall be notified in writing of the specific areas of deficiencies along with a reasonable program for improvement. The following comprehensive summative evaluation performance ratings based on the evaluation criteria mean a classroom teacher's work is not judged satisfactory:

6.1A Unsatisfactory (Level 1); or

6.1B Basic (Level 2) if the classroom teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the level 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period.

6.2 A classroom teacher who has been transitioned to this evaluation system must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of level 2 or above for a provisional employee or a continuing contract employee with five (5) or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five (5) years of experience. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

6.3 Probation-Program of Improvement

6.3A An employee to be placed on probation shall receive written notice after October 15th, which notice shall:

6.3A.a Specify deficiency(ies) and set forth a list of specific recommendations for improvements.

6.3A.b State the period of probation shall be in accordance with law.

6.3A.c Clearly set forth specific measurable objectives and a reasonable program for improvement designed to assist the employee to overcome the specific deficiency(ies) and specifically set forth by name those persons who shall be involved in assisting the employee in overcoming the deficiency(ies); and

6.3A.d Set forth a direction that the evaluator involved shall provide in writing definite and constructive suggestions to the employee for the elimination of the probationary status.

6.4 Length of Probation

6.4A A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance, as long as the probationary period is concluded before May 15th, of the same school year.

6.4B The probationary period may be extended into the following school year if the employee has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th, of level 2 or less.

6.5 Procedure During Probation Period

6.5A Limit on Transfer or Reassignment During Probation Period
During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or district.

6.5B Observations and Conferences

6.5B.a Number of observations
The probationary employee shall be formally observed a minimum of once a month by the designated evaluator during the probationary period, unless the evaluator recommends to the Superintendent prior to the completion of such required observations that the probationary period be terminated due to the remediation of the deficiency(ies) as stated in the probationary notice.

6.5B.b Pre-Observation Conference

A pre-observation conference shall be conducted between the probationary employee and the evaluator not more than three (3), but not less than one (1) day(s) prior to each formal observation at which time the parties shall discuss the areas of criteria that will be observed by the evaluator, and establish the date and time for the observation.

6.5B.c Informal Observation

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

6.5B.d Additional Observation Requirement

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

6.5B.e Post-Observation Conference

Following each formal observation, a post-observation conference between the evaluator and the employee shall be held within five (5) working days at which time a copy of the evaluator-completed form and working notes shall be provided to the employee. At this time the parties shall discuss the contents of the form and the progress being made with respect to the deficiency(ies) specified in the notice of probationary status, along with the recommendation for improvement and future remediation efforts.

6.6 Collegial Assistance

6.6A A probationary employee shall have the right to request an observation or other appropriate help from one (1) or more fellow employees during the probationary period for the purpose of obtaining constructive suggestions to overcome specific deficiency(ies). Release time for this purpose shall be granted by the District, upon mutual agreement of the requesting employee and the evaluator.

6.7 Association Representation

6.7A A probationary employee shall have the right to have present a representative of the Association at all pre-observation and post-observation conferences if the evaluatee so desires. Additionally, the employee shall have the right to a third-party evaluator designated by and paid for by the Association. The third-party evaluator may observe, counsel with, provide advice to the probationary employee but will have no legal standing to affect the District's decision in this matter.

6.8 Final Evaluation

6.8A Within fifteen (15) calendar days after completion of the probation period, a Final Evaluation shall be completed by the evaluator and discussed with the probationary employee. The employee must be removed from probation if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her program for improvement which ultimately results in a new comprehensive summative performance rating of level 2 or above for a provisional employee or a continuing contract employee with five (5) or fewer years of experience, or of level 3 or above for a continuing contract employee with more than five (5) years of experience.

6.9 Alternative Assignment

6.9A Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.

6.10 Written Report

6.10A Within fifteen (15) calendar days after completion of the probation period, the Superintendent shall prepare a written report, on the probationary employee, which report shall:

6.10A.a Specify the number of observations;

6.10A.b Include all evaluation forms utilized in the evaluation process;

6.10A.c Include a recommendation as to the employee's future employment status; and

6.10A.d Be duplicated and copies given to the School Board, the employee, and the Association if involved.

6.11 Action by the Superintendent

6.11A In the event a recommendation for non-renewal is made, shall deliver such notice to the affected employee as required by law. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the employee constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.

6.11B When a continuing contract employee with five (5) or more years of experience receives a comprehensive summative evaluation performance rating below level 2 for two (2) consecutive years, the school district shall, within ten (10) days of completion of the second summative comprehensive evaluation or May 15th, whichever occurs first, implement the employee notification of discharge as provided in RCW 28A.405.300.

6.12 Appeal Rights

6.12A Each classroom teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) days following receipt of said notice to file any notice of appeal as provided by statute or by this Agreement.

6.13 Non-renewal of Provisional Employees

6.13A The District's decision to non-renew a provisional employee shall be in accordance with RCW 28A.405.220.

6.13B In addition, the District will provide the Association President no later than October 15th, a list of provisional employee teaching out of their area of certification in accordance with State law, and a copy of a written plan of support if required by law.

Section 7: Support Staff Evaluation Process

7.1 **Support staff** shall include any non-supervisory certificated staff who do not meet the definition of "classroom teachers" set forth in Sections 1 through 6, above. Current positions may include Title I, Counselor, Librarian, or Dean. Evaluation, probation and nonrenewal procedures for support staff shall comply with RCW 28A.405.100, including the procedures in Section 7.2 and 7.3 below.

7.2 **Support Staff: Summative Procedures**. During each school year all support staff will be observed (as defined in section 7.3 below) for the purposes of evaluation at least twice in the performance of their assigned duties, unless the employee is participating in a focused professional growth option under Section 7.4, below. Total observation time for each employee for each school year shall be not less than sixty minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 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 ninety minutes. Following each observation, or series of observations, the principal or other evaluator shall promptly document the results of the observation in writing, and shall provide the employee with a copy thereof within three days after such report is prepared. New employees shall be observed at least once for a total observation time of thirty minutes during the first ninety calendar days of their employment period.

7.3 **Observe or observation** means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties.

7.4 **Support Staff: Focused Professional Growth Option (PGO).** After a support staff member has had four years of satisfactory evaluations under Section 7.2, the evaluator and employee may agree to use a focused PGO evaluation instead of the summative process. This evaluation process emphasizing professional growth shall include one or more professional growth activities conducted selected by the support staff member that are specifically linked to one or more of the Support Staff Evaluation Criteria in Section 8, below.

7.5 **Selection of Process.** The evaluation process set forth in Section 7.2 shall be followed at least once every three years except by mutual agreement. The employee or evaluator may require that the evaluation process set forth in Section 7.2 of this section be conducted in any given school year; provided, that should an evaluator determine that an employee teacher on a focused professional growth evaluation should be moved to a summative evaluation for that school year, the employee teacher must be informed of this decision in writing at any time on or before December 15. Only an evaluation under Section 7.2, above, will be used as a basis for determining that a support staff member's work is not satisfactory or as probable cause for the nonrenewal of an employee's contract under RCW 28A.405.210.

7.6 **Probation:** Probation for support staff covered under Section 7, who are placed on probation in accordance with the provisions found in 7.2 and 7.5 above, will be implemented as described in Sections 6.3 through 6.13 of this Agreement, with the following modifications:

- With regard to Section 6.4B, the District shall have the authority to extend the probationary period into the following school year if the employee receives an evaluation rating of "Unsatisfactory."
- Section 6.5B is replaced with the following statutory requirement for non-classroom staff: "During the probationary period the evaluator shall meet with the employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee." The right to Association representation in Section 6.7A shall apply to these meetings.
- Section 6.8A: The employee must be removed from probation if he/she receives an overall rating of Satisfactory on his/her Final Evaluation.
- Section 6.11B: This provision does not currently apply to non-classroom teachers.

Section 8: Evaluation Criteria – Support Staff

8.1 Support staff shall be evaluated pursuant to the state-established criteria set forth in WAC 392-191-020 and Sections 8.2 through 8.10, below. Indicators listed below each criterion are examples only; each indicator does not apply to every position.

8.2 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 milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

8.3 Indicators: The evaluation procedure assesses the support person's competency to:

8.3A Provide a theoretical rationale for the use of various procedures;

8.3B Demonstrates understanding of the basic principles of human growth and development;

8.3C Demonstrates awareness of personal and professional limitations and has the ability and knowledge to make appropriate referrals;

8.3D Relates and applies knowledge, research findings and theory deriving from the individual's specific discipline to the development of a program of services.

8.4 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.

8.5 Indicators: The evaluation procedure assesses the support person's competency to:

8.5A Design and conduct a program providing specific and unique services within the individual's specific discipline;

8.5B Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;

8.5C Help student integrate and assimilate data;

8.5D Help others involved with the student interpret and use data appropriately and accurately;

8.5E Help other specialists by providing case study materials;

8.5F Administer assessment procedures or to organize and prepare those who will administer assessment procedures;

8.5G Demonstrate ability to assist teachers and administrators in integrating specialized information into the regular curricular program;

8.5H Develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

8.6 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.

8.7 Indicators: The evaluation procedure assesses the support person's competency to:

8.7A Select or recommend testing and non-testing devices, materials, and equipment appropriate to student needs;

8.7B Demonstrate the use and an understanding of the limitations and restrictions of devices, materials, and procedures, etc.;

8.7C Use comparative and interpretive data;

8.7D Create an environment which provides privacy and protects student and family information as mandated by codes of ethics, federal and state regulations, and local school district policies.

8.8 The Support Person as a Professional: Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

8.9 Indicators: The evaluation procedure assesses the support person's competency to:

8.9A Demonstrate awareness of the law as it relates to area of specialization;

8.9B Demonstrate awareness of responsibilities to students, parents, and other education personnel as defined by the professional code of ethics supported by the support person's competency area;

8.9C Demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, etc.);

8.9D Demonstrate commitment to the concept of career-long professional growth by participation in workshops, seminars, and graduate study.

8.10 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.

8.11 Indicators: The evaluation procedure assesses the support person's commitment to, and competence in, offering specialized assistance to:

8.11A Consult with other staff, school personnel, and parents concerning the development, coordination, and/or extension of services to those needing specialized programs;

8.11B Plan and develop support program to serve the prevention and developmental needs of the school population and the special needs of some students;

8.11C Interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.

ARTICLE XI

LAYOFF AND RECALL

Section 1: Definition

1.1 The term 'layoff' as used herein refers to action by the Board to reduce the number of employees. Program and staff reductions may be required as a direct result of enrollment, financial decline, or any other factor that might cause a severe reduction in revenue. The District shall, after reviewing all available information from staff, parents, community members, program evaluation data, et cetera, identify those educational programs and services which shall be reduced, modified, or eliminated. When a reduction, modification, or elimination of programs and/or services necessitates a reduction in staff the District shall retain staff members based on seniority and qualifications and experience necessary for the retained position.

Section 2: General Provisions

2.1 Employees with valid contracts for 181 days shall not be laid off during any contracted school year.

2.2 If the Board anticipates a layoff, the Board will notify the Association on or before March 15th and shall provide the Association with a detailed report on the financial affairs of the District. In the event of layoff, the Board shall provide written notice to all affected employees on or before May 15 of the school year preceding the year in which the layoff would occur.

2.3 When the District experiences an unusual or extreme set of circumstances that collectively create a severe financial situation, the Board will work closely with the Association to bring the situation back into 'balance' for the next school year. 'Balance' is defined as a situation where the District creatively and effectively meets the critical educational needs of the student population. Employee layoffs may be used as a last resort after cuts in non-staff expenditures and nonessential classified staffing have been made.

Section 3: Seniority

3.1 Layoff shall be by seniority -- lowest to highest. Seniority shall be determined by applying the following criteria in the sequence given:

3.1A Certificated employee experience in the state of Washington;

3.1B Certificated employee experience in the local district;

3.1C Horizontal advancement on the salary schedule; and

3.1D A drawing by lot in case two (2) or more individuals are at the same seniority position.

3.2 By February 1 of each school year, the District will submit to the Association a seniority list; the District shall also by February 1 of each year post said list at each school. An employee believing his/her ranking to be incorrect may file a grievance at Step 2 of the grievance procedure. If said grievance advances to arbitration, the parties agree to utilize the Expedited Rules of the American Arbitration Association to resolve the issue.

Section 4: Layoff Procedure

4.1 In the event it becomes necessary to lay off employees the following procedure will be implemented:

4.1A The program requirements and projected student enrollment will be listed by building;

4.1B Staff selection to fill all program requirements will be made from the seniority list in descending order;

4.1C Notification of layoffs will be in accordance with applicable statute, regulations, and this Agreement;

4.1D The District shall determine, as accurately as possible, the total number of employees known to be leaving the District for reasons of retirement, family transfer, normal resignations, discharge or non-renewal, et cetera, and these vacancies will be taken into consideration in determining the number of available positions for the following school year.

4.1E Legal qualifications, under current law and regulations, necessary to fill certificated positions in the District, and possession of valid Washington State Certificate, which may be required for the position(s) under consideration, shall be a prerequisite for retention.

4.1F The following categories and specialties are established to ensure the qualifications of personnel for available positions:

4.1F.a Instructional elementary and secondary employees will be considered for retention by seniority in one category (K-12);

4.1F.b Other non-supervisory employees will be considered for retention by seniority according to their specialties, which will include: Counselors and other non-instructional certificated employees;

4.1G Each employee will, in accordance with the criteria set forth in paragraph 4.1J hereof, be considered for retention by seniority in the category appropriate to the position held at the time of the implementation of these procedures. For the purpose of this paragraph, an employee is currently performing in any given category if 40% FTE or more of such employee's assignment is devoted to such category;

4.1H Employees shall also be considered for retention in such additional categories or specialties as any such employee may designate, in writing, to the Superintendent or his/her designee, PROVIDED, that in order to qualify for consideration in any such additional category, the employee:

4.1H.a Must have a minimum of one (1) year full-time professional experience at 40% FTE in each such additional category;

4.1H.b The employee has a recognized college major/minor, endorsement, or certification necessary in such additional category or specialty;

4.1I All written designations for consideration in additional categories shall be submitted, in writing, within ten (10) working days after any request for such information is made by the Superintendent or his designee;

4.1J After a determination under Sections 1 and 2 have been made and the program determined, certificated employees shall be considered for retention to available positions within the categories or specialties for which they qualify under paragraphs 4.1F, 4.1G, and 4.1H hereof, with consideration to paragraph 4.1F first, and paragraphs 4.1G and 4.1H second. In the event that there are more qualified employees than available positions in a given category or specialty, the following provisions shall be used to determine which employees shall be recommended for retention;

4.1J.a The position shall be given to the employee(s) who has the greatest seniority as defined herein. Seniority is defined as length of certificated employee regular contract service in accordance with Section 3.

Section 5: Appeal rights

5.1 Employees who are non-renewed or otherwise adversely affected by implementation of these layoff and recall procedures shall have the right to appeal either by utilization of the grievance procedure contained herein or through the appeal processes provided by statute. If the former option is chosen, the employee shall sign a waiver of rights, if applicable, to redress pursuant to statute.

Section 6: Recall Procedure

6.1 Each laid off employee shall be considered to have rehire rights for three (3) years following expiration of the contract in effect at the time of layoff;

6.2 In the event that additional students enroll in the District or additional funds become available to the District, or vacancies occur as a result of retirement, resignation, or other causes, the Board shall first recall by seniority all employees in the bargaining unit who have been laid off under these procedures before the Board employs or assigns any additional personnel to fill such positions. Employees with the highest seniority ranking shall be recalled to available positions first;

6.3 The Board shall give written notice of recall from layoff by sending a registered or certified letter to the employee. The employee's position on the recall list shall not be jeopardized for refusing a position outside the discipline and/or level that was assigned at the time of layoff;

6.4 All positions of substitute employees shall be first offered to employees on recall status. All benefits to which an employee was entitled at the time of layoff, including all unused leave accumulations, shall be restored to the employee upon return to active employment.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1: Definitions

1.1 A 'grievant' shall mean employee or group of employees or the Association filing a grievance;

1.2 A 'grievance' shall mean a claim by a grievant that a dispute or disagreement of any kind exists involving violation, interpretation, or application of the terms of this Agreement, or that an employee has been treated inequitably, or that there exists a condition which jeopardizes employee health or safety;

1.3 'Days' shall mean calendar days, except as otherwise indicated. If the stipulated time limits are not met at one level, the grievant shall have the right to appeal the grievance to the next level of the procedure.

Section 2: Rights of Representation

2.1 A least one (1) Association representative shall be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented.

2.2 The Association may process a grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to do so.

2.3 Grievants may be represented at all stages of the grievance procedure by themselves, or at their option, by an Association representative selected by the Association, subject to approval by the grievant of their attendance, and/or if the grievance has an effect on the remaining staff.

Section 3: Procedure

3.1 Time Limitations: Unless otherwise provided by this Agreement, all formal grievances shall be initiated by the grievant within thirty (30) days of the date such grievance is discovered or reasonably should have been discovered. A grievance not presented in accordance with the foregoing shall be considered to have been waived by the grievant and will be denied;

3.2 Step 1: The grievance shall be started by delivering a written complaint to the superintendent. With five (5) days of receipt of the written grievance, the superintendent shall meet with grievant and Association representative in an effort to resolve the grievance. The superintendent shall indicate the disposition of the grievance, together with the reasons therefore, in writing within five (5) days after the meeting, and furnish a copy to the Association's representative and grievant;

3.3 Step 2: If the Association is not satisfied with the superintendent's decision, or if no decision has been made within ten (10) days of filing with the superintendent, the grievance may be submitted to the School board within an additional five (5) days, only at the option of the Association, in an effort to resolve the grievance. The School Board shall indicate the disposition of the grievance, together with the reasons therefore, in writing within ten (10) days after receipt of the grievance, and furnish a copy to the Association representative and grievant.

3.4 Step 3: Binding Arbitration

3.4A If the Association is not satisfied with the School Board's decision, or if no decision has been made within twenty (20) days from the date of filing with the School Board, the grievance, only at the option of the Association, may be submitted to an impartial arbitrator for a final and binding decision.

3.4B Within twenty (20) days of receipt (or lack of receipt) of the written decision of the School Board, the Association shall exercise its right of arbitration by giving the superintendent written notice of its intention to arbitrate.

3.4C The arbitrator shall be selected through the Voluntary Arbitration Rules of the American Arbitration Association or the Federal Mediation Conciliation Service. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearings shall be conducted in accordance with the rules of the agency that was selected.

3.4D The Board and the Association shall not be permitted to assert any evidence not previously disclosed to the other party. The decision of the arbitrator shall be final and binding upon both parties.

3.4E Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator shall be shared equally by the parties.

3.4F The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement.

3.4G All arbitration hearings shall be heard at a time agreed on by all parties involved as witnesses, grievants, or representatives. They shall attend without loss of salary or other benefits.

Section 4: Miscellaneous Provisions

4.1 Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.

4.2 No reprisals of any kind will be taken by the Board or the school administration against any teachers because of their participation in any grievance.

4.3 The Board and the administration will cooperate with the Association in its investigation of any grievance, and will furnish the Association with information requested.

4.4 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

ARTICLE XIII

DURATION AND SIGNATURE OF PARTIES

This Agreement shall be effective as of September 1, 2018 and shall continue in effect through the thirty-first (31st) day of August 2020. This Agreement is entered into by and between the Skykomish Education Association and the Board of Directors of the Skykomish School District #404, County of King, Washington.

FOR THE DISTRICT	FOR THE ASSOCIATION
_____	_____
Superintendent	Ann Walker, President Skykomish Education Assoc.
_____	_____
Chairman, Board of Directors	Dallas Robinson, President Skykomish Education Assoc.
_____	_____
Board of Directors	Skykomish Education Assoc.
_____	_____
Board of Directors	Skykomish Education Assoc.
_____	_____
Board of Directors	Skykomish Education Assoc.
_____	
Board of Directors	

Appendix A

Skykomish School District #404 2018-2019 School Calendar School Board Approved: 4/25/18

27-28 *7 Habits* All-Staff Training
29th – Learning Improvement Day (LID)
8th, 29th – School Board Meeting 6:30PM

August

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

10th & 31st – School Board Meeting 6:30PM

October

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

12th – School Board Meeting
13th- Holiday Program 6:00PM
14th – 11:30AM Release
17th-31st - Winter Break

December

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1st- 11:30 AM Release for End of 1st Semester
15th – Mid- Winter Break – No School
18th - No School President's Day
13th & 27th - School Board Meeting 6:30PM

February

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

1st-5th - Spring Break
18th & 19th - Conferences, 11:30AM Early Release
24th - School Board Meeting 6:30PM

April

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

14th - Graduation 7:00PM
18th – Field Day
19th - Last day of School, 11:30AM Early Release
12th & 26th - School Board Meeting 6:30PM

June

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3rd - Labor Day – No School
5th – 1st Day of School, 11:30AM Release
17th – Constitution & Citizenship Day
20th - Curriculum Night 6:00PM
12th & 26th – School Board Meeting 6:30PM

September

M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

2nd - First Qtr. Ends, 1:30-3:00PM Grading
8th & 9th – Conferences, 11:30AM Early Release
9th – Veterans Assembly
12th - No School Veterans Day
21st- 23rd - Thanksgiving Break
7th & 28th – School Board Meeting 6:30PM

November

M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1st – No School New Year's Day
16th Temperance & Good Citizenship Day
21st - No School MLK Day
9th & 30th – School Board Meeting 6:30PM
31st - End of 1st Semester

January

M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

18th – Snow Day – No School
13th & 27th - School Board Meeting 6:30PM
29th – Third Qtr. Ends, 1:30-3:00PM Grading

March

M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

9th – Parent's Day Tea
22nd – BBQ, Open House 6:00PM
27th - No School Memorial Day
8th & 29th - School Board Meeting 6:30PM

May

M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

4th - Fourth of July
10th & 31st - School Board Meeting 6:30PM

July

M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

On each Friday (Early Release Teacher Collaboration Day), school dismissal is 1:30 pm except for 12/14, 2/1, 4/19 school will be dismissed at 11:30 am.
Website: www.skykomish.wednet.edu

Appendix B

Skykomish School District #404
Salary Schedule for K–12 Certificated Instructional Staff for 2018-2019

BASE SALARY SCHEDULE

Step	BA+0	BA+30	BA+60	BA+90/MA+0	BA+120 / MA+30	MA+60	MA+90 / PHD
0	$ 50,000	$ 51,750	$ 53,562	$ 55,436	$ 57,376	$ 59,385	$ 61,464
1	$ 51,626	$ 53,432	$ 55,303	$ 57,238	$ 59,241	$ 61,315	$ 63,461
2	$ 53,303	$ 55,169	$ 57,100	$ 59,098	$ 61,167	$ 63,308	$ 65,524
3	$ 55,035	$ 56,962	$ 58,956	$ 61,019	$ 63,155	$ 65,365	$ 67,653
4	$ 56,825	$ 58,813	$ 60,872	$ 63,002	$ 65,207	$ 67,489	$ 69,851
5	$ 58,671	$ 60,725	$ 62,850	$ 65,050	$ 67,326	$ 69,682	$ 72,122
6	$ 60,577	$ 62,698	$ 64,892	$ 67,164	$ 69,515	$ 71,947	$ 74,466
7	$ 62,547	$ 64,735	$ 67,001	$ 69,346	$ 71,774	$ 74,285	$ 76,885
8	$ 64,579	$ 66,839	$ 69,179	$ 71,600	$ 74,106	$ 76,700	$ 79,384
9	$ 66,678	$ 69,012	$ 71,427	$ 73,927	$ 76,515	$ 79,193	$ 81,965
10	$ 68,845	$ 71,255	$ 73,749	$ 76,329	$ 79,001	$ 81,767	$ 84,628
11	$ -	$ 73,571	$ 76,145	$ 78,811	$ 81,569	$ 84,424	$ 87,378
12	$ -	$ 75,962	$ 78,621	$ 81,372	$ 84,220	$ 87,168	$ 90,219
13	$ -	$ -	$ 81,176	$ 84,017	$ 86,957	$ 90,001	$ 93,151
14	$ -	$ -	$ 83,814	$ 86,747	$ 89,783	$ 92,925	$ 96,177
15	$ -	$ -	$ -	$ 89,567	$ 92,701	$ 95,945	$ 99,304
16	$ -	$ -	$ -	$ 92,477	$ 95,714	$ 99,064	$ 102,531

Professional Learning/TRI Stipend Schedule (2%)

Step	BA+0	BA+30	BA+60	BA+90/MA+0	BA+120 / MA+30	MA+60	MA+90 / PHD
0	$ 1,000	$ 1,035	$ 1,071	$ 1,109	$ 1,148	$ 1,188	$ 1,229
1	$ 1,033	$ 1,069	$ 1,106	$ 1,145	$ 1,185	$ 1,226	$ 1,269
2	$ 1,066	$ 1,103	$ 1,142	$ 1,182	$ 1,223	$ 1,266	$ 1,310
3	$ 1,101	$ 1,139	$ 1,179	$ 1,220	$ 1,263	$ 1,307	$ 1,353
4	$ 1,136	$ 1,176	$ 1,217	$ 1,260	$ 1,304	$ 1,350	$ 1,397
5	$ 1,173	$ 1,214	$ 1,257	$ 1,301	$ 1,347	$ 1,394	$ 1,442
6	$ 1,212	$ 1,254	$ 1,298	$ 1,343	$ 1,390	$ 1,439	$ 1,489
7	$ 1,251	$ 1,295	$ 1,340	$ 1,387	$ 1,435	$ 1,486	$ 1,538
8	$ 1,292	$ 1,337	$ 1,384	$ 1,432	$ 1,482	$ 1,534	$ 1,588
9	$ 1,334	$ 1,380	$ 1,429	$ 1,479	$ 1,530	$ 1,584	$ 1,639
10	$ 1,377	$ 1,425	$ 1,475	$ 1,527	$ 1,580	$ 1,635	$ 1,693
11		$ 1,471	$ 1,523	$ 1,576	$ 1,631	$ 1,688	$ 1,748
12		$ 1,519	$ 1,572	$ 1,627	$ 1,684	$ 1,743	$ 1,804
13			$ 1,623	$ 1,680	$ 1,739	$ 1,800	$ 1,863
14			$ 1,676	$ 1,735	$ 1,796	$ 1,859	$ 1,924
15				$ 1,791	$ 1,854	$ 1,919	$ 1,986
16				$ 1,850	$ 1,914	$ 1,981	$ 2,051

Total Compensation

Step	BA+0	BA+30	BA+60	BA+90/MA+0	BA+120 / MA+30	MA+60	MA+90 / PHD
0	$ 51,000	$ 52,785	$ 54,633	$ 56,545	$ 58,524	$ 60,573	$ 62,693
1	$ 52,658	$ 54,501	$ 56,409	$ 58,383	$ 60,426	$ 62,541	$ 64,730
2	$ 54,369	$ 56,272	$ 58,242	$ 60,280	$ 62,390	$ 64,574	$ 66,834
3	$ 56,136	$ 58,101	$ 60,135	$ 62,239	$ 64,418	$ 66,672	$ 69,006
4	$ 57,961	$ 59,989	$ 62,089	$ 64,262	$ 66,511	$ 68,839	$ 71,248
5	$ 59,844	$ 61,939	$ 64,107	$ 66,351	$ 68,673	$ 71,076	$ 73,564
6	$ 61,789	$ 63,952	$ 66,190	$ 68,507	$ 70,905	$ 73,386	$ 75,955
7	$ 63,798	$ 66,030	$ 68,341	$ 70,733	$ 73,209	$ 75,771	$ 78,423
8	$ 65,871	$ 68,176	$ 70,563	$ 73,032	$ 75,588	$ 78,234	$ 80,972
9	$ 68,012	$ 70,392	$ 72,856	$ 75,406	$ 78,045	$ 80,777	$ 83,604
10	$ 70,222	$ 72,680	$ 75,224	$ 77,856	$ 80,581	$ 83,402	$ 86,321
11		$ 75,042	$ 77,668	$ 80,387	$ 83,200	$ 86,112	$ 89,126
12		$ 77,481	$ 80,193	$ 82,999	$ 85,904	$ 88,911	$ 92,023
13			$ 82,799	$ 85,697	$ 88,696	$ 91,801	$ 95,014
14			$ 85,490	$ 88,482	$ 91,579	$ 94,784	$ 98,101
15				$ 91,358	$ 94,555	$ 97,864	$ 101,290
16				$ 94,327	$ 97,628	$ 101,045	$ 104,582

Supplemental Contracts

Position	Stipend
CTE Director	$3,000
Athletic Director	$2,000
ASB Coordinator	$2,000
Special Education Director	$4,000
Title I / LAP Director	$2,000
Musical Performances	$300 per performance (2 per year)
Drama Performances	$1500 per performance (1 per year)
FCCLA (CTE)	$850
Senior Class Advisor	$2,500
Junior Class Advisor	$2,000
Sophomore Class Advisor	$2,000
Freshman Class Advisor	$2,000
Administrator Assistant	$50 per day

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5D+™ Rubric for Instructional Growth and Teacher Evaluation

We know that building the capacity of teachers will lead to better instruction and greater learning for all students. Helping educators understand what good teaching looks like is at the heart of the Center for Educational Leadership's 5D+ Rubric for Instructional Growth and Teacher Evaluation – a growth-oriented tool for improving instruction.

Dimensions of the 5D+ Rubric for Instructional Growth and Teacher Evaluation

The 5D+ Rubric for Instructional Growth and Teacher Evaluation is based on the 5 Dimensions of Teaching and Learning™ (5D™) instructional framework, which is derived from an extensive study of research on the core elements that constitute quality instruction. These core elements have been incorporated into the 5D framework and 5D+ Rubric as five dimensions: Purpose, Student Engagement, Curriculum & Pedagogy, Assessment for Student Learning, and Classroom Environment & Culture. The 5D+ Rubric also includes Professional Collaboration and Communication, which is based on activities and relationships that teachers engage in outside of classroom instruction.

Organization of the 5D+ Rubric for Instructional Growth and Teacher Evaluation

The 5D+ Rubric is composed of 30 indicators of teacher performance, which are grouped by dimension. In the example below: the dimension is *Purpose* and the indicator is *Learning target(s) connected to standards*. The pages are colored-coded by dimension.

	Purpose			
	Unsatisfactory	Basic	Proficient	Distinguished
P1	Learning target(s) connected to standards			
	Lessons are not based on grade level standards or there are no learning targets aligned to the standard or the targets do not change daily.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.

Performance Levels

Performance levels within each indicator are used to delineate teaching practice, from unsatisfactory to basic, proficient and distinguished. The sophistication of teaching practice and the role of students increase across the levels of performance. The language describing each performance level has been carefully examined by a psychometrician to assure clarity, to avoid the risk of a teacher being rated more than once for similar teaching behavior, and to ensure that each indicator evaluates only one aspect of teaching practice. A careful analysis of instructional practice leads to the determination of a teacher's performance level on each indicator.

Resources and Support

The 5D+ Rubric for Instructional Growth and Teacher Evaluation is available as a downloadable PDF on the University of Washington Center for Educational Leadership website at www.k-12leadership.org/teacher-eval. You will also find associated resource materials and a description of the services CEL can provide to support your implementation.

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5D+™ Rubric for Instructional Growth and Teacher Evaluation

	Purpose			
	Unsatisfactory	Basic	Proficient	Distinguished
P1	**Learning target(s) connected to standards**			
	Lessons are not based on grade level standards or there are no learning targets aligned to the standard or the targets do not change daily.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.
P2	**Lessons connected to previous and future lessons, broader purpose and transferable skill**			
	Lessons are rarely linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill.	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill. Students can explain how lessons build on each other in a logical progression.
P3	**Design of performance task**			
	Performance tasks do not require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills.	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific concepts or skills. Students are able to use prior learnings/understandings to engage in new performance tasks.
P4	**Communication of learning target(s)**			
	Teacher rarely states or communicates with students about the learning target(s).	Teacher states the learning target(s) once during the lesson and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of the learning target(s).	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of the learning target(s), and references the target(s) throughout instruction.
P5	**Success criteria**			
	The success criteria for the learning target(s) are nonexistent or vague.	Success criteria are present but may lack alignment to the learning target(s) and/or may not be used by students for learning.	Success criteria are present and align to the learning target(s). With prompting from the teacher, students use the success criteria to communicate what they are learning.	Success criteria are present and align to the learning target(s). Students use the success criteria to communicate what they are learning.

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5D+™ Rubric for Instructional Growth and Teacher Evaluation

	Student Engagement			
	Unsatisfactory	Basic	Proficient	Distinguished
SE1	**Quality of questioning**			
	Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.
SE2	**Ownership of learning**			
	Teacher rarely provides opportunities and strategies for students to take ownership of their learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support student learning.	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support student learning.
SE3	**Capitalizing on students' strengths**			
	Teacher has little knowledge of how students' strengths (academic background, life experiences and culture/language) could be used as an asset for student learning.	Teacher has knowledge of students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways not connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.	Teacher capitalizes on students' strengths (academic background, life experiences and culture/language) and applies this knowledge in a variety of ways connected to the unit goals.
SE4	**Opportunity and support for participation and meaning making**			
	Teacher does not use engagement strategies and structures that facilitate participation and meaning making by students. Few students have the opportunity to engage in discipline-specific meaning making.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in discipline-specific meaning making.	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in discipline-specific meaning making. Meaning making is often student-led.
SE5	**Student talk**			
	Talk is dominated by the teacher and/or student talk is unrelated to the discipline.	Student talk is directed to the teacher. Talk reflects discipline-specific knowledge. Students do not provide evidence for their thinking.	Student talk is a mix of teacher-student and student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking.	Student talk is predominantly student-to-student. Talk reflects discipline-specific knowledge and ways of thinking. Students provide evidence to support their thinking. Students press on thinking to expand ideas for themselves and others.

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	Curriculum & Pedagogy			
	Unsatisfactory	Basic	Proficient	Distinguished
CP1	**Alignment of instructional materials and tasks**			
	Instructional materials and tasks do not align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills.	Instructional materials and tasks align with the purpose of the unit and lesson. Teacher makes intentional decisions about materials to support student learning of content and transferable skills. Materials and tasks align with students' levels of challenge.
CP2	**Teacher knowledge of content**			
	Teacher demonstrates a lack of knowledge of discipline-based concepts and habits of thinking by making content errors.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another within a unit.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year as well as in previous and future years.
CP3	**Discipline-specific teaching approaches**			
	Teacher rarely uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking at one or two points within a unit.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking throughout the unit, but not daily.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking on a daily basis.
CP4	**Differentiated instruction for students**			
	Teacher does not use strategies that differentiate for individual learning strengths and needs.	Teacher uses one strategy – such as time, space, structure or materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs.	Teacher uses multiple strategies – such as time, space, structure and materials – to differentiate for individual learning strengths and needs. Teacher provides targeted and flexible supports within the strategies.
CP5	**Use of scaffolds**			
	Teacher does not provide scaffolds that are related to or support the development of the targeted concepts and/or skills. If teacher uses scaffolds, he or she does not release responsibility to students.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant.	Teacher provides scaffolds that are clearly related to and support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.

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	Assessment for Student Learning			
	Unsatisfactory	Basic	Proficient	Distinguished
A1	**Student self-assessment**			
	Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that may not deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s).	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress toward the target(s). Students use success criteria for improvement.
A2	**Student use of formative assessments over time**			
	Students do not use formative assessments to assess their own learning.	Students use formative assessments at least two to three times per year/course to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within a unit or two to assess their own learning, determine learning goals, and monitor progress over time.	Students use formative assessments at least two to three times per year/course and use formative assessments within each unit to assess their own learning, determine learning goals, and monitor progress over time.
A3	**Quality of formative assessment methods**			
	Assessment tasks are not aligned with the learning target(s).	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.
A4	**Teacher use of formative assessments**			
	Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students.	Teacher uses formative assessments to modify future lessons or makes in-the-moment instructional adjustments based on completion of task(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives general feedback aligned with the learning target(s).	Teacher uses formative assessments to modify future lessons, makes in-the-moment instructional adjustments based on student understanding, and gives targeted feedback aligned with the learning target(s) to individual students.
A5	**Collection systems for formative assessment data**			
	Teacher does not have routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data but does not use the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and periodically uses the system to inform instructional practice.	Teacher has an observable system and routines for recording formative assessment data and uses the system to inform day-to-day instructional practice.

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	Classroom Environment & Culture			
	Unsatisfactory	Basic	Proficient	Distinguished
CEC1	**Classroom arrangement and resources**			
	Physical environment of the classroom is unsafe or resources are not accessible to all students to support their learning during the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds student learning and the purpose of the lesson. Students use resources and the arrangement of the room for learning.
CEC2	**Learning routines**			
	Learning routines for discussion and collaborative work are absent.	Learning routines for discussion and collaborative work are present but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Learning routines for discussion and collaborative work are present, and result in effective discourse. Students are held accountable for completing their work and for learning.	Learning routines for discussion and collaborative work are present, and result in effective discourse. Students independently use the routines during the lesson. Students are held accountable for completing their work and for learning. Students support the learning of others.
CEC3	**Use of learning time**			
	Instructional time is frequently disrupted.	Some instructional time is lost through inefficient transitions or management routines. Teacher responds to student misbehavior with uneven results.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Student misbehavior is rare.	Instructional time is maximized in service of learning through efficient transitions, management routines and positive student discipline. Students manage themselves, assist each other in managing behavior, or exhibit no misbehavior.
CEC4	**Student status**			
	Teacher does not develop positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates positive teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students and among students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunities for student status to be elevated.
CEC5	**Norms for learning**			
	Classroom norms are not evident and/or do not address risk-taking, collaboration, respect for divergent thinking or students' cultures.	Classroom norms are evident but result in uneven patterns of interaction that do not encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures.	Classroom norms are evident and result in patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking and students' cultures. Students self-monitor or remind one another of the norms.

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	Professional Collaboration & Communication			
	Unsatisfactory	Basic	Proficient	Distinguished
PCC1	**Collaboration with peers and administrators to improve student learning**			
	Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work and/or teacher serves as a mentor for others' growth and development.
PCC2	**Communication and collaboration with parents and guardians**			
	Teacher rarely communicates in any manner with parents and guardians about student progress.	Teacher communicates with all parents and guardians about goals of instruction and student progress, but usually relies on one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.
PCC3	**Communication within the school community about student progress**			
	Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher maintains student records. Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner.	Teacher maintains accurate and systematic student records. Teacher communicates student progress information – including both successes and challenges – to relevant individuals within the school community in a timely, accurate and organized manner. Teacher and student communicate accurately and positively about student successes and challenges.
PCC4	**Support of school, district and state curricula, policies and initiatives**			
	Teacher is unaware of or does not support school, district or state initiatives. Teacher violates a district policy or rarely follows district curricula/pacing guide.	Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide.	Teacher supports and has an understanding of school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group and individual needs without compromising an aligned curriculum.
PCC5	**Ethics and advocacy**			
	Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.

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Appendix E

Skykomish School District
Teacher Observation Report

Employee: _____ Position: _____

Evaluator: _____ Building: _____

Type of Observation: Formal Informal Time in: _____ Time out: _____

Date of Observation: _____ Date of Post-Ob Conference: _____

5D+	Evaluator Notes/Comments
Purpose: P1 Standards: Connection to standards, broader purpose and transferable skill P2 Standards: Connection to previous and future lessons P3 Teaching Point: Teaching point(s) are based on students' learning needs P4 Learning Target: Communication of learning target(s) P5 Learning Target: Success criteria & performance task(s)	
Student Engagement: SE1 Intellectual Work: Quality of questioning SE2 Intellectual Work: Ownership of learning SE3 Engagement Strategies: High cognitive demand SE4 Engagement Strategies: Strategies that capitalize on learning needs of students SE5 Engagement Strategies: Expectation, support & opportunity for participation & meaning making SE6 Talk: Substance of student talk	
Curriculum and Pedagogy: CP1 Curriculum: Alignment of instructional materials & tasks CP2 Teaching Approaches &/or Strategies: Discipline-specific conceptual understanding CP3 Teaching Approaches &/or Strategies: Pedagogical content knowledge CP4 Teaching Approaches &/or Strategies: Teacher knowledge of content CP5 Teaching Approaches &/or Strategies: Differentiated instruction CP6 Scaffolds for Learning: Scaffolds the task CP7 Scaffolds for Learning: Gradual release of responsibility	

Assessment for Student Learning: A1 Self-assessment of learning connected to the success criteria A2 Demonstration of learning A3 Formative assessment opportunities A4 Collection systems for formative assessment data A5 Student use of assessment data A6 Teacher use of formative assessment data	
Classroom Environment and Culture: CEC1 Use of Physical Environment: Arrangement of classroom CEC2 Use of Physical Environment: Accessibility & use of materials CEC3 Classroom Routines & Rituals: Discussion, collaboration accountability CEC4 Classroom Routines & Rituals: Use of learning time CEC5 Classroom Routines & Rituals: Managing student behavior CEC6 Classroom Culture: Student Status CEC7 Classroom Culture: Norms for learning	
+ Collaboration: PCC1 Professional Learning & Collab: Collaboration with peers & admin to improve student learning PCC2 Professional Learning & Collab: Professional & collegial relationships PCC3 Communication & Collaboration: Parents & guardians PCC4 Communication & Collaboration: Comm within the school community about student progress	

Evaluator signature: _____ Date: _____

Employee signature: _____ Date: _____

Evaluatee may attach comments

Appendix F

SKYKOMISH SCHOOL DISTRICT

Teacher Comprehensive Summative Evaluation`

eVal Final Report

Skykomish SD 2017 - 2018

Teacher A ,

Please Note: This is draft version of the report, and should be used for informational purposes only. Once the official report is complete/locked this message will no longer be displayed.

Current Year Evaluation Cycle: Comprehensive: **C1-C8**

Proposed Evaluation Cycle for Next Year: N/A

Report Date: Aug 11, 2017

Evaluator: Head Principal

Teacher: Teacher A

Criteria Score	Student Growth Impact Rating	Final Score
N/A (0/32)		N/A

This report was generated out of Washington State's eVal system
Page 1

STATE SUMMARY VIEW

C1	**Centering instruction on high expectations for student achievement.**	U	B	P	D
P1	Learning target(s) connected to standards	U	B	P	D
P4	Communication of learning target(s)	U	B	P	D
P5	Success criteria	U	B	P	D
CEC2	Learning routines	U	B	P	D

C2	**Demonstrating effective teaching practices.**	U	B	P	D
SE1	Quality of questioning	U	B	P	D
SE4	Opportunity and support for participation and meaning making	U	B	P	D
SE5	Student talk	U	B	P	D
CP5	Use of scaffolds	U	B	P	D

C3	**Recognizing individual student learning needs and developing strategies to address those needs.**	U	B	P	D
SE2	Ownership of learning	U	B	P	D
SE3	Capitalizing on students' strengths	U	B	P	D
CP4	Differentiated instruction for students	U	B	P	D
A4	Teacher use of formative assessments	U	B	P	D
SG 3.1	Establish Student Growth Goal(s)	U	B	P	D
SG 3.2	Achievement of Student Growth Goal(s)	U	B	P	D

C4	**Providing clear and intentional focus on subject matter content and curriculum.**	U	B	P	D
P2	Lessons connected to previous and future lessons, broader purpose and transferable skill	U	B	P	D
CP1	Alignment of instructional materials and tasks	U	B	P	D
CP2	Teacher knowledge of content	U	B	P	D
CP3	Discipline-specific teaching approaches	U	B	P	D
P3	Design of performance task	U	B	P	D

C5	**Fostering and managing a safe, positive learning environment.**	U	B	P	D
CEC1	Classroom arrangement and resources	U	B	P	D
CEC3	Use of learning time	U	B	P	D
CEC4	Student status	U	B	P	D
CEC5	Norms for learning	U	B	P	D

C6	**Using multiple student data elements to modify instruction and improve student learning.**	U	B	P	D
A1	Student self-assessment	U	B	P	D
A2	Student use of formative assessments over time	U	B	P	D
A3	Quality of formative assessment methods	U	B	P	D
A5	Collection systems for formative assessment data	U	B	P	D
SG 6.1	Establish Student Growth Goal(s)	U	B	P	D
SG 6.2	Achievement of Student Growth Goal(s)	U	B	P	D

C7	**Communicating and collaborating with parents and the school community.**	U	B	P	D
PCC2	Communication and collaboration with parents and guardians	U	B	P	D
PCC3	Communication within the school community about student progress	U	B	P	D

C8	**Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**	U	B	P	D
PCC1	Collaboration with peers and administrators to improve student learning	U	B	P	D
PCC4	Support of school, district and state curricula, policies and initiatives	U	B	P	D
PCC5	Ethics and advocacy	U	B	P	D
SG 8.1	Establish Team Student Growth Goal(s)	U	B	P	D

DETAILED COLLECTED/PACKAGED EVIDENCE

C1 - Centering instruction on high expectations for student achievement.	U	B	P	D
P1 - Learning target(s) connected to standards	U	B	P	D
P4 - Communication of learning target(s)	U	B	P	D
P5 - Success criteria	U	B	P	D
CEC2 - Learning routines	U	B	P	D
C2 - Demonstrating effective teaching practices.	U	B	P	D
SE1 - Quality of questioning	U	B	P	D
SE4 - Opportunity and support for participation and meaning making	U	B	P	D
SE5 - Student talk	U	B	P	D
CP5 - Use of scaffolds	U	B	P	D
C3 - Recognizing individual student learning needs and developing strategies to address those needs.	U	B	P	D
SE2 - Ownership of learning	U	B	P	D
SE3 - Capitalizing on students' strengths	U	B	P	D
CP4 - Differentiated instruction for students	U	B	P	D
A4 - Teacher use of formative assessments	U	B	P	D
SG 3.1 - Establish Student Growth Goal(s)	U	B	P	D

SG 3.2 - Achievement of Student Growth Goal(s)	U	B	P	D
C4 - Providing clear and intentional focus on subject matter content and curriculum.	U	B	P	D
P2 - Lessons connected to previous and future lessons, broader purpose and transferable skill	U	B	P	D
CP1 - Alignment of instructional materials and tasks	U	B	P	D
CP2 - Teacher knowledge of content	U	B	P	D
CP3 - Discipline-specific teaching approaches	U	B	P	D
P3 - Design of performance task	U	B	P	D
C5 - Fostering and managing a safe, positive learning environment.	U	B	P	D
CEC1 - Classroom arrangement and resources	U	B	P	D
CEC3 - Use of learning time	U	B	P	D
CEC4 - Student status	U	B	P	D
CEC5 - Norms for learning	U	B	P	D
C6 - Using multiple student data elements to modify instruction and improve student learning.	U	B	P	D
A1 - Student self-assessment	U	B	P	D
A2 - Student use of formative assessments over time	U	B	P	D
A3 - Quality of formative assessment methods	U	B	P	D
A5 - Collection systems for formative assessment data	U	B	P	D

SG 6.1 - Establish Student Growth Goal(s)	U	B	P	D
SG 6.2 - Achievement of Student Growth Goal(s)	U	B	P	D
C7 - Communicating and collaborating with parents and the school community.	U	B	P	D
PCC2 - Communication and collaboration with parents and guardians	U	B	P	D
PCC3 - Communication within the school community about student progress	U	B	P	D
C8 - Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.	U	B	P	D
PCC1 - Collaboration with peers and administrators to improve student learning	U	B	P	D
PCC4 - Support of school, district and state curricula, policies and initiatives	U	B	P	D
PCC5 - Ethics and advocacy	U	B	P	D
SG 8.1 - Establish Team Student Growth Goal(s)	U	B	P	D

FINAL REPORT SIGNATURES

Evaluator Signature: _____ Date:_____

Teacher Signature: _____ Date:_____

This report was generated out of Washington State's eVal system
Page 7

Appendix G

Memorandum of Understanding Between

Skykomish School District No. 404 And the

Skykomish Education Association

WAKids

Kindergarten teachers required to participate in the Kindergarten Inventory of Developing Skills (WAKids) will have the following conditions of employment:

A. Prior to the start of school

1. Kindergarten teachers shall be paid 7.5 hours at their per diem rate for scheduling and holding conferences with the parents/guardians and their child.

B. Support during the school year

1. Kindergarten teachers shall be provided 7.5 hours at their per diem pay for the purpose of planning, scheduling conferences, and inputting observational data.

2. Kindergarten teachers will be provided one release day per year for planning, assessing, and inputting observational data.

This MOU will be reviewed and the terms adjusted annually as necessary in recognition of potential changes in the number of kindergarten students.

August 8, 2017.

For the District **For the Association**

MOU remains in effect for duration of this Agreement.

Appendix H – What Does "Just Cause" Mean?

The concept of 'just cause" referenced in Article IV, Section 2, requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the seven tests of just cause, generally phrased as follows:

1. **Notice:** Did the District give the employee forewarning of the possible consequences of the employee's conduct?
2. **Reasonable Rule or Order:** Is the District's rule, or the supervisor's order reasonably related to (a) the orderly, efficient or safe operation of the District, or (b) the performance that the District might properly expect of the employee?
3. **Investigation:** Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
4. **Fair Investigation:** Was the investigation conducted fairly and objectively?
5. **Proof:** Did the person making the decision about the employee's conduct obtain sufficient evidence to substantiate the decision?
6. **Equal Treatment:** Has the District applied its rules and penalties even-handedly?
7. **Penalty:** Was the discipline reasonably related to (a) the seriousness of the offense and (b) the employee's past record?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the Association, District or employees in any particular case.

Appendix I

Leave Sharing

Employees may donate leave to a fellow employee, consistent with law, when one of the following circumstances has caused or is likely to cause the employee to take leave without pay or terminate his/her employment:

- The employee is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition;
- The employee is sick or temporarily disabled due to pregnancy disability;*
- For parental leave to bond with the employee's newborn, adoptive, or foster child; *
- The employee is a victim of domestic violence, sexual assault, or stalking; or,
- The employee has been called to service in the uniformed services.

An employee receiving the benefit of leave sharing can maintain up to forty (40) hours of annual leave in reserve and forty (40) hours of sick leave in reserve.

*OSPI rules are expected to be updated soon to allow leave sharing for these two categories. See District Policy 5406 for more information on shared leave.