

**Collective Bargaining Agreement between the**

**Tenino Education Association**

**and the**



**2019/2020 and 2020/2021  
School Years**

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1

**PREAMBLE**

2 The Tenino School District has a statutory obligation to bargain with the Tenino Education  
3 Association as the exclusive representative of those employees covered in this Agreement  
4 regarding wages, hours and terms and conditions of employment.

5 This Agreement is by and between the Tenino School District No. 402, hereinafter called the  
6 "Employer", and the Tenino Education Association, hereinafter called the "Association".

7 **ARTICLE I - RECOGNITION**

8 The Employer hereby recognizes the Association, WEA and NEA as the exclusive bargaining  
9 representatives for all non-supervisory certificated employees under regular contract with  
10 the Employer, but excluding the superintendent, directors, business manager, principals,  
11 assistant and/or vice principals, office personnel and classified employees.

12 The term "employee" and "educational employee" shall mean those employees  
13 represented by the Association in the bargaining unit as defined above.

14 **ARTICLE II – ASSOCIATION SECURITY**

15 **SECTION 1 – REPRESENTATIVE FEES**

16 No member of the bargaining unit will be required to join the Association.

17 **SECTION 2 – ASSOCIATION RELEASED TIME**

18 Whenever Association representatives are mutually scheduled with the Employer's  
19 representatives to participate in negotiations or grievance hearings or other matters  
20 pertaining to the administration of this Agreement during working hours, said  
21 representative shall suffer no loss of pay and a substitute will be provided at the Employer's  
22 expense.

23 **ARTICLE III – ASSOCIATION RIGHTS**

24 **SECTION 1 – USE OF FACILITIES**

25 The Association shall have the privilege, upon request and approval of the building principal  
26 and/or superintendent, to use Employer's buildings, facilities and equipment at no charge.

27 The Association will have the use of the Employer's internal mail service and telephone  
28 excluding long distance phone calls, postage, stamps and postage metering devices. The  
29 Employer will provide a bulletin board in the faculty lounge for Association use.

30 Upon request, the Association may use expendable supplies of the District, such as paper  
31 and ink provided that the cost to the District for the supplies is fully reimbursed by the  
32 Association and that such use does not unduly deplete the District's inventory of such  
33 supplies.

34 **SECTION 2 - BUSINESS ACTIVITY**

35 Association business will normally be conducted outside the normal working day, however,  
36 Association representatives will be granted the privilege of discussing Association business  
37 with the involved employees, so long as such discussions do not interfere with student  
38 learning time.

39 Additionally, upon prior request, an Association representative will be given the opportunity  
40 to discuss the Association business at the conclusion of a scheduled staff meeting (if time  
41 permits).

42 The District will attempt to avoid scheduling meetings on the 4<sup>th</sup> Wednesday of each month  
43 to allow for Association meetings.

44 **SECTION 3 – PUBLIC DISCLOSURE INFORMATION**

45 The District will make available to the Association upon written request, all information or  
46 documents specified by the public disclosure regulations within forty-eight (48) hours of  
47 such request. If this time limit cannot be met, the District will notify the Association when  
48 the material will be available. The Association will pay to the District the normal costs of  
49 reproducing such documents.

50 The District shall notify the Association in writing of any public records requests made by  
51 any individual or organization for information on individual bargaining unit members, the  
52 unit in whole, or any portion thereof, along with notification the District's intention  
53 regarding the fulfillment of the request. Notification will occur concurrently with the District  
54 response to the requesting party.

55

56 **SECTION 4 – LEVY AND BUILDING COMMITTEE**

57 The Employer shall consult with the Association on any new or modified levy program or  
58 construction program. The Association shall be given the opportunity to advise the  
59 Employer with respect to any of these above-mentioned matters prior to adoption or  
60 publication. The Employer shall not submit any proposal for operational levy or building  
61 bond issue without prior consultation with the Association.

62 As with other organizations, upon timely request the Association shall have the right to  
63 place on the agenda of regular board meetings, business items which it wishes to present to  
64 the Board. Regarding special Board meetings, the Association shall be given the opportunity  
65 to be recognized at such meetings.

66 **SECTION 5 – ORIENTATION PROGRAMS**

67 The Association shall be given not less than 45 minutes on the teacher day before school  
68 begins to present Association programs to all employees within the bargaining unit.

69 **SECTION 6 – NEW EMPLOYEE**

70 The Association shall be given the names of all new certificated employees by the Employer  
71 prior to the first day of employment.

72 **ARTICLE IV – EMPLOYEE RIGHTS**

73 **SECTION 1 - NONDISCRIMINATION**

74 Employees will be afforded all the protections of state and federal law regarding equal  
75 opportunity/non-discrimination rights.

76 **SECTION 2 – LEGAL RIGHTS**

77 The District and the Association agree that all employees are assured those rights  
78 guaranteed by the constitution and applicable federal and state laws.

79 The parties recognize that it is unlawful and unacceptable for any person to intimidate by  
80 threat of force or violence any employee who is in the peaceful discharge of his or her  
81 duties. It is also unacceptable for an individual to willfully disrupt the educational process  
82 on school premises or at school activities or meetings. If, in the course of carrying out his or  
83 her official duties, an employee reasonably believes that a person has so violated the law,  
84 the employee will request assistance from an administrator who will then intervene in an  
85 effort to initiate steps to facilitate a resolution to the perceived illegal actions in question.

86 **SECTION 3 – ASSOCIATION MEMBERSHIP**

87 The Employer shall not interfere with, restrain, coerce, or prevent any employee from  
88 exercising his/her legal right to organize, join and participate in the Association, providing  
89 such participation does not interfere with the educational process of the District or other  
90 terms of this Agreement. Furthermore, the Employer agrees that it will not discriminate  
91 against any employee because of membership in the Association.

92     **SECTION 4 – JUST CAUSE**

93     The right of the District to discipline, reprimand, discharge, or reduce in rank or  
94     compensation for its employees is recognized. Any such action shall be for just cause. An  
95     employee shall have the right to have a representative of his/her own choosing present in  
96     any situation which may adversely affect his/her employment status. The District  
97     acknowledges the District concern related to an employee's conduct should be made known  
98     to the employee as soon as reasonably possible. The District will notify the Association  
99     President if the District places an employee on leave.

100    If an investigation does not warrant discipline; the documentation should be destroyed (see  
101    RCW 41.06.450 Destruction or retention of information relating to employee misconduct.)  
102    The District shall provide the employee a letter confirming such action.

103    **SECTION 5 – ACADEMIC FREEDOM**

104    No electronic device shall be installed or brought in on a temporary or permanent basis in  
105    any classroom or instructional area that would permit a person to be able to listen to,  
106    monitor, or record the procedures of activities therein without the knowledge of the  
107    certificated employee who oversees that classroom or instructional area.

108    No student grade or evaluation shall be changed without the opportunity of the employee  
109    to provide input.

110    The Board recognizes the educational profession's right and responsibility to insist that  
111    children must be free to learn and teachers free to teach. Employees shall accept the  
112    responsibility of a commitment to the democratic tradition, the pursuit of truth, and a  
113    concern for the welfare, growth and development of students. Thus, no special limitations  
114    shall be placed upon study, investigation and interpretation of facts and ideas, except that:

115    A.     The teacher must be acting within the scope of his/her certified area in accord with  
116         accepted and/or adopted courses of study.

117    B.     When an employee believes that he/she may be entering into a controversial area of  
118         instruction, he/she will first meet and discuss the area with his/her building principal  
119         prior to presentation. If the principal believes the area to be controversial, he/she  
120         may request an outline of the areas to be covered and the resources to be used in  
121         the instruction. The building principal shall have the right to deny the teacher from  
122         entering into any such "controversial area." The principal's decision can be appealed  
123         pursuant to District procedure 4220P.

124    C.     The teacher must exercise responsibility and prudence and must realize that  
125         teaching in an elementary or secondary school places special responsibility upon the  
126         teacher to carefully consider the maturity level of the student and the special



127 circumstances that surround the teacher/learner relationship.

128 While the teacher must feel free to teach and live according to his/her conscience, so must  
129 those he/she serves. Proselytism has no place in a public school. Opinion or theory must be  
130 stated as such for what it is.

131 **SECTION 6 – PERSONNEL FILES (In All Forms per RCW and WAC)**

132 A. A personnel file shall be kept for each employee in the district and shall contain such  
133 material as described in this article. The confidentiality of employee personnel files  
134 shall be preserved as required by statute.

135 B. Employees shall have the right to inspect their files at a time arranged by prior  
136 appointment. Unless waived in writing by the employee, such inspection shall be in  
137 the presence of the employee and any person requested by the employee as well as  
138 a District representative. If a public information request to view and/or copy any  
139 material from an employee’s personnel file is made, the employee shall be notified  
140 within one business day (24) hours and the employee will be provided a copy of any  
141 material that is copied.

142 At the beginning of each school year, the employee should review his/her personnel  
143 file and sign the inventory sheet contained therein. Employees shall be notified of  
144 and receive a copy of any item placed in their personnel file after said annual review.  
145 Employees shall have the right to attach their comments to anything contained in  
146 the file. One copy of any item contained in the file will be provided upon request  
147 with the cost to the District.

148 C. Written reprimands pertaining to employee conduct or work performance which is  
149 remedial in nature shall be removed from the personnel file at the conclusion of two  
150 (2) academic years to which the reports relate if there have been no further  
151 incidents of the same nature, at the request of the employee. In accordance with SB  
152 5533, no information related to substantiated verbal or physical or sexual  
153 misconduct may be removed from any employee file. In accordance with SB 5533,  
154 information related to alleged verbal or physical abuse or sexual misconduct that  
155 has not been substantiated, may be expunged.

156 Evaluations shall not be deemed to be included within the definition of the term  
157 “reprimand” as utilized herein and, therefore, shall not be subject to removal from  
158 the files under the terms of this provision. No specific use of the word “reprimand”  
159 nor actual text of a reprimand shall be included in an evaluation.

160 Any material removed from the personnel file as described herein shall, at the  
161 discretion of the district and upon written notice to the employee, be placed in a  
162 separate file maintained by the district’s general counsel, the employee and his/her

163 authorized representative.

164 No material in the sealed file referenced above shall be deemed admissible in any  
165 subsequent disciplinary action following removal from the personnel file unless said  
166 material specifically applies to the employee's behavior given rise to the subsequent  
167 disciplinary action.

168 D. The confidentiality of employee personnel files shall be preserved as required by  
169 statute. Employees shall have the right to inspect their files at a time arranged by  
170 prior appointment. Unless waived in writing by the employee, such inspection shall  
171 be in the presence of the employee and any person requested by the employee as  
172 well as a District representative. If a public information request to view and/or copy  
173 any material from an employee's personnel file is made, the employee shall be  
174 notified within one business day (24 hours) and the employee will be provided a  
175 copy of any material that is copied.

176 Employees shall be notified of and receive a copy of any item placed in their  
177 personnel file. Employees shall have the right to attach their comments to anything  
178 contained in the file. One copy of any item contained in the file will be provided  
179 upon request with the cost to the District.

180 If there has been no non-renewal or termination action resulting there from,  
181 evaluation reports and disciplinary notices shall be removed from the personnel files  
182 upon the request of the employee. Such a request for removal of evaluation reports  
183 may be made at any time after the conclusion of three academic years to which the  
184 reports relate.

185 Requests for the removal of disciplinary notices may be made at any time after the  
186 conclusion of two academic years to which the reports relate.

187 A building level working file is a file kept by a principal for his/her use in handling  
188 day-to-day documentation that the principal feels is not then timely for placement  
189 in the District personnel file. Such a work file is not a secret file and it is subject to  
190 the same safeguards as the District personnel file regarding access by employees  
191 and employee knowledge of items being placed in the working file. Documents held  
192 in a working file shall be removed after one (1) calendar year or be forwarded to the  
193 personnel file.

194 Documents generated during an investigation on a charge of misconduct will not  
195 appear in the employee's file until the process is finished and only if the charge is  
196 founded.

197 Upon retirement the T.E.A. member may request a copy of their personnel file.

198 **SECTION 7 – INSURANCE COVERAGE**

199 The Employer, in accordance with RCW 28A.58.425, provides liability insurance for those  
200 employees covered by this Agreement and agrees to maintain the present level of coverage  
201 for the duration of this Agreement. Employees should contact their immediate supervisor  
202 for procedures

203 **SECTION 8 – SAFE WORKING CONDITIONS**

204 To assure that a working environment free from hazard shall always exist, the District and  
205 the employee shall cooperate to ensure that all the occupational safety requirements of the  
206 federal and state statutes are met, including OSHA and DLI requirements.

207 **SECTION 9 – ACCESS TO DOCUMENTS**

208 The District will make available online or in each of the school libraries at least one copy of:

- 209 1. District Policy Handbook  
210 2. COMMON SCHOOL MANUAL  
211 3. District Crisis Policy (Separate from #1)  
212 4. Sexual Harassment Policy (Separate from #1)

213 **ARTICLE V- INSTRUCTION**

214 **SECTION 1 – TEACHER/STUDENT RATIO**

215 The District shall seek to maintain, to the best of its financial and physical capabilities, a  
216 teacher/student ratio which affords the best learning environment for the students of the  
217 District.

218  
219 **A. General Education**

220 **Elementary class size would be:**

221 K-1 = 23

222 2-3 = 24

223 4-5 = 25

224 Any teacher with a class count of more than this number will receive \$250.00 per month  
225 each month the number exceeds this class count. (Not \$250.00 per student). The stipend  
226 will be calculated on the count day each month. If the count is over the established amount  
227 on this day, the teacher will get the stipend for that month. The class size will only be  
228 calculated once a month.

229 **Secondary Class size/caseload**

230

231 Teachers in grades 6-12, not including music and physical education, may access the terms  
232 of this contract should their total caseload exceed 155 students, exclusive of zero-hour  
233 periods or teachers contracted for a super FTE.

234 To review a teacher's request for support the following will occur:

- 235 1. The teacher will notify their direct supervisor in writing (or email) wishing to seek  
236 support for their class size/caseload overage. The teacher should state the  
237 reason(s) for their request.
- 238 2. A meeting will occur with the teacher's supervisor, the Director of Student  
239 Services, the teacher and their Association representative. The problem and  
240 possible solutions will be documented, and any recommended solution(s) are to  
241 be forwarded to the Superintendent for approval.
- 242 a. Solutions may include:
- 243 i. Additional Para educator support
- 244 ii. Release Time
- 245 iii. Additional Compensation
- 246 3. The Superintendent will approve or deny the recommendation with 5 working  
247 days of receipt.
- 248

249 **B. Special Education**

250 Special education teachers with multiple students having significant behavioral issues that  
251 require a Behavior Support Plan may access the terms of this contract. Concerns regarding  
252 class size may be referred by the classroom teacher as described below:

253

- 254 1. To review a special education teacher's request for support the following will occur:  
255 The teacher will notify their direct supervisor in writing (or email) wishing to seek  
256 support for their behavioral, class size/caseload concerns. The teacher should state the  
257 reason(s) for their request.
- 258
- 259 2. A meeting will occur with the teacher's supervisor, the Director of Student Services, the  
260 teacher and their Association representative. The problem and possible solutions will be  
261 documented, and any recommended solution(s) are to be forwarded to the  
262 Superintendent for approval.
- 263 A. Solutions may include:
- 264 I. Additional Para educator support
- 265 II. Release Time
- 266 III. Additional Compensation
- 267
- 268 3. The Superintendent will approve or deny the recommendation with 5 working days of  
269 receipt.

270

271 **SPLIT CLASS**

272 A split grade in an elementary school which is taught by one teacher for all or most of the  
273 time usually consists of students from two sequential grades within on classroom for  
274 example Grade ½, Grade 4/5, or some other combination. While the district recognizes that  
275 students can benefit from the range and diversity possible in a split class and that through  
276 quality teaching it is possible for students to thrive in this environment, the district does not  
277 support split classes as the norm. However, due to enrollment and financial issues, there  
278 are times when split classrooms are the logical solution. If a split class is deemed necessary  
279 by the administration, the district is committed to providing the strongest learning  
280 environment possible. A Split Class will have no more than 20 students, divided equitably  
281 between the two grades, not to exceed more than a 40/60 percent split. For every student  
282 over 20, the classroom teacher will be provided with 1 hour of assistance from a para-  
283 educator for every student over the count of 20. If the classroom count falls to 20 or below,  
284 the assistance may be re-assigned to other duties.

285 **SECTION 2 – WORK STATION VISITATION**

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

- 288 A. All visitors to a school and/or classroom work station shall obtain the approval of the  
289 principal, and if the visit is to a classroom, the time shall be arranged after the  
290 principal has conferred with the teacher.
- 291 B. The employee shall be afforded the opportunity to confer with the classroom visitor  
292 before and/or after the visitation. The visitation shall coincide with the beginning  
293 and ending of the regular class period or as otherwise scheduled by the teacher.

294 **SECTION 3 - INSERVICE**

295 The District will provide in-service training to its employees as far as practicable. In the  
296 implementation of new curriculum, the Employer shall develop and implement in-service  
297 training programs for any employee(s) who will be responsible for the new curricular  
298 program(s).

299 **SECTION 4 – STUDENT DISCIPLINE**

300 All employees shall assume the responsibility for maintaining an atmosphere that will serve  
301 to prevent inappropriate behavior in the instructional setting. To enable all certificated  
302 employees to maintain order and student safety, the school district shall support and assist  
303 all certificated employees in maintaining control of students. To support employees in  
304 maintaining discipline, the District will inform employees of any student with known

305 documented behavior, discipline, and/or legal problems prior to the first day of attendance.

306 A. Notification Right Certain Offenses

307 Employees have the right to be notified by the principal whenever said principal has been  
308 officially notified that a student has been convicted in adult criminal court or adjudicated or  
309 entered into a diversion agreement with the juvenile court on any of the following offenses  
310 as defined by law:

- 311 1. A violent offense (as defined in RCW 9.94A.030);
- 312 2. A sexual offense (RCW 9.94A.030);
- 313 3. Inhaling toxic fumes (RCW 9.47A);
- 314 4. A controlled substance violation (RCW 69.50);
- 315 5. A liquor violation (RCW 66.44.270);
- 316 6. Assault—physical harm (RCW 9A.36);
- 317 7. Kidnapping, unlawful imprisonment, and custodial interference (RCW 9A.40);
- 318 8. Harassment (RCW 9A.46);
- 319 9. Arson, reckless burning, and malicious mischief (RCW 9A.498).

320 B. Disruption of Class or Activity

321 Staff will be sensitive to the fact that other districts and/or agencies do not always forward  
322 all pertinent files on a student in a timely fashion. This may result in problems surfacing and  
323 being identified before the paper trail is available to be shared.

324 Students, who at the judgment of the employee cause exceptional misconduct (as described  
325 in the student handbook), shall be removed from the class/activity. A student shall not be  
326 returned to the referring employee until the principal or designee has conferred with the  
327 employee and all parties involved have come to reasonable arrangements. If a student has  
328 been removed for significant disruption from the class/activity, the employee shall submit  
329 proper documentation of the disruption, including parent contact.

330 All students who are attending "school functions" during or outside of school hours must be  
331 supervised. Each on-duty certificated employee is responsible for correcting any student(s)  
332 not properly supervised and/or reporting the situation to an appropriate supervisor.

333 All certificated employees shall be familiar with, and abide by, the school district's  
334 statement of students' rights and responsibilities. Administration and certified staff must  
335 together in good faith create and maintain a discipline matrix with clearly defined  
336 expectations and consequences. This matrix will include both students and staff  
337 expectations for the insurance of following due process for students and maintaining  
338 progressive discipline as required by RCW 26A.600.010. This matrix will be reviewed  
339 annually by administration and staff for the purpose of updating building standards and  
340 uniform enforcement of those standards, as required by RCW 28A.400.110 and be

341 published in all handbooks. The principal and employees in each school building shall  
342 confer at least annually for the purpose of developing, or reviewing, or both, building  
343 discipline standards and the uniform enforcement of those standards, as required by RCW  
344 28A. 400.110.

345 **SECTION 5 – PEER OBSERVATION**

346 The District will seek to facilitate reasonable peer observation and mentoring.

347 **SECTION 6 – JOB SHARING**

348 For the purpose of this Agreement, job sharing shall mean the occupation of a single staff  
349 person position by two (2) individuals with each assignment being half-time. In order for a  
350 shared position to be approved, the two (2) individuals must complete an application on a  
351 form mutually agreed upon by the Board and the Association or agree to such a position  
352 subject to the conditions of this Article if contacted by a building principal or  
353 superintendent. The following guidelines apply:

354 A. In order to implement job sharing, those who are now full-time employees must  
355 request a leave of absence for that position or for that portion of the year needed to  
356 accommodate the job share.

357 B. If a shared position is terminated, each employee shall be placed in the position last  
358 held or, if qualified, a similar position in the District.

359 C. The District will not be required to reschedule large numbers of students to  
360 accommodate a job share.

361 D. In case of absence, teacher partners having joint responsibility for the same students  
362 will attempt to substitute for each other, when necessary. Such substitution will be  
363 paid at the current substitute rate of pay.

364 E. Job share applicants will submit a plan of curriculum implementation to the District  
365 at the time the application for job share is submitted.

366 F. Teacher partners will engage in joint planning whenever they have joint  
367 responsibility for the same students. In order to accommodate this requirement,  
368 individual arrangements will be made with the administration prior to  
369 implementation.

370 G. The Board and the Association shall work closely together on the implementation  
371 and evaluation of the shared time program.

372 H. No teacher in the District shall be involuntarily transferred in order to create a

373 shared time position.

374 I. Job sharing participants, if they are half-time FTE's, will be able to access part time  
375 insurance benefits as per the contract. If either of the participants does not want to  
376 access the insurance benefits, the benefits that are not used will go into the  
377 insurance pool.

378 J. Job sharing assignments shall terminate at the end of each school year. Teacher  
379 partners may reapply each year. (See Appendix E for application form.)

380 **ARTICLE VI – EMPLOYEE RESPONSIBILITIES**

381 **SECTION 1 - WORKDAY**

382 The total length of the employee's instructional workday shall not exceed seven and one-  
383 half (7 1/2) hours, which shall include all preparation time, actual class time, lunch period  
384 time, and arrival and departure time as hereinafter provided. Employees shall arrive thirty  
385 (30) minutes prior to the start of the regular student day and depart thirty (30) minutes  
386 after the end of the regular student day unless authorized differently. Each employee shall  
387 receive a thirty (30) minute continuous and uninterrupted lunch period per instructional  
388 day between 11:00 a.m. and 1:15 p.m.

389 Situation Resulting in Keeping Students at School - In the event that weather or some other  
390 disaster results in students and staff being held at school without the ability to leave, every  
391 attempt will be made to ensure the safety of the children and staff. A sufficient number of  
392 staff may be required on site to ensure the safety of students in the building. Where the  
393 staff is required to remain on site after the workday to supervise students in an emergency,  
394 they will be paid at the district directed activity rate of pay (\$37.00 per hour).

395 Inclement weather/emergency school closure

- 396 1. Staff will not lose pay or benefits
- 397 2. In the case of a late start due to inclement weather or district disaster (i.e. power  
398 outage, etc.) the employee will arrive 30 minutes prior to the arrival of students.  
399 Administration may waive this requirement on a case-by-case basis. The employee  
400 may appeal this decision to the superintendent.
- 401 3. In the event of a closure of schools due to an emergency staff will be released as  
402 soon as all students have been released. Staff needing to leave due to family or  
403 emergency situations will inform the building principal and that administrator will  
404 determine the order in which staff may leave. The student to teacher ratio will  
405 never be less than 1 to 25.

406 To ensure understanding of emergency procedures, each building will discuss  
407 emergency procedures early in each school year. If a staff person anticipates a problem



408 staying at school during an emergency, he/she must discuss this with the building  
409 administrator within two days of the building meeting. The meeting itself is not the  
410 time-or place to discuss individual circumstances.

411 **SECTION 2 - PREPARATION TIME**

412 The District shall seek to maintain, to the best of its financial and physical capabilities,  
413 employee preparation time, as it currently exists in the Tenino High School. K-5\_employees  
414 shall be guaranteed not less than 250 minutes of planning time per week. Employees in  
415 grades 6 through 8 shall be guaranteed not less than 200 minutes of planning time per  
416 week.

417 It is the intent of the parties that an employee's preparation time is not unduly interrupted  
418 in order to cover a class for another employee. Therefore, it is agreed that when an  
419 employee is approved by the District to cover another employee's class and the employee  
420 loses his/her preparation period as a result that compensation for the lost preparation  
421 period will be made. The compensation will be at a rate of \$37.00 per hour. The employee  
422 shall submit a timecard to his or her supervisor recording said time. Payment will be made  
423 in the next pay period.

424 Staff must be aware that short-term absence(s) covered by other teachers for various  
425 personal reasons (i.e. medical appointments) will also be tracked. When those minutes add  
426 up to one half day (1/2 day), the individual will be asked to sign a blue card allowing a  
427 deduction of one half (1/2) day of sick leave.

428 **SECTION 3 – FACULTY MEETINGS**

429 Such meeting shall not extend beyond the regular workday of the employees, except for  
430 special presentations, workshops, or emergencies.

431 The building principal may hold one regular staff meeting per week outside the teacher  
432 workday. The meeting shall not be held more than thirty (30) minutes before or last more  
433 than thirty (30) after the teacher workday. During the weeks when such a meeting is held  
434 teachers shall be allowed to leave work at the end of the student day on Friday.

435 District Student Service administration shall meet with special education staff to develop a  
436 yearly plan for testing, IEP writing, special education department meetings and professional  
437 development. Flexible contract hours will not be used for special education teacher  
438 department meetings. For department meetings beyond the contract day teachers will be  
439 compensated at in accordance with Section 9, District Directed Activities unless the  
440 department meeting supplants the faculty meeting parameter in Section 3 of this contract.  
441 Plan development will occur prior to October 1 of each school year.

442

443 **SECTION 4 – STUDENT TEACHERS**

444 In those instances where the Employer shall decide to sponsor a student teacher program in  
445 the District, the following shall apply:

- 446 A. Every employee shall have the option to accept or reject a student teacher.
- 447 B. Every employee who accepts a student teacher shall be given no less than a twenty  
448 (20) day notice unless otherwise determined by an existing emergency.

449 **SECTION 5 – SUBSTITUTE TEACHERS**

450 It is understood that the District has the right by law to require employees, in unexpected  
451 emergency situations, to perform reasonable duties, on a temporary basis, which go beyond  
452 the duties described in the employee's individual employment contract. However, upon  
453 timely notification by an employee of his/her intent to use a leave authorized by this  
454 Agreement for a period of one-half day or more, the District shall make every reasonable  
455 effort to find a substitute to cover the classes of the employee who is on leave.

456 **SECTION 6 – INDIVIDUAL EMPLOYEE CONTRACTS**

457 A. The Employer shall issue to each employee a contract, with assignments indicated  
458 therein, in conformity with Washington State law, State Board of Education  
459 regulations and this Agreement.

460 Any individual employee contract hereinafter executed shall expressly provide that it  
461 is subject to the terms of this Agreement between the Employer and the  
462 Association. If any individual employee contract contains any language inconsistent  
463 with this Agreement, then this Agreement, during its duration, shall be controlling.

464 B. Copies of individual contracts - Three (3) copies of the individual employee contract  
465 shall be given to the employee each year for signature. One (1) copy shall be  
466 retained by the individual employee at the time of signing the contract. Two (2)  
467 copies shall be forwarded to the Employer to be signed by the duly authorized  
468 representative of the Employer of which one (1) copy shall be placed in the  
469 individual employee's personnel file, and one (1) copy on file with the ESD.

470 C. The total length of the regular employees' individual contract shall be one-hundred-  
471 eighty (180) days. The per diem rate of pay shall be calculated based on the LEAP 1S  
472 Salary Schedule (Appendix C), which includes 180 days.

473 **SECTION 7 – MENTOR TEACHER PROGRAM**

474 New teachers to the District or teachers with new assignments in the district will be eligible

475 to participate in the Mentor Teacher Program. Compensation will be on the Co-Curricular  
476 Schedule. Release time for participating employees shall be covered by substitutes, the cost  
477 of which to be paid by the District, with administrative approval.

478 No participating employee will be subject to any additional evaluation procedure not  
479 outlined in the current Collective Bargaining Agreement. A Mentor Teacher will not  
480 participate in, or contribute to, the performance evaluation of a beginning teacher.

481 Selection criteria shall be based on the following minimum standards:

482 A. The Mentor shall be employed full time by the District.

483 B. The Mentor shall have been employed primarily as a classroom teacher for one (1)  
484 school year within the District and two (2) additional school years within any public  
485 or private school in any grade, K-12.

486 C. The Mentor shall hold a valid continuing teaching certificate issued pursuant to WAC  
487 180-79 or be eligible for such certificate pursuant to WAC 180-79-045.

488 D. Previous three (3) years of satisfactory teaching evaluations.

489 E. Teaching experience in the same building as the mentee teacher will be given  
490 consideration for selection. If there is not a qualified mentor at the same grade level,  
491 consideration will be given to applicants at a similar grade level and/or in a different  
492 building.

493 F. The mentor should:

494 1. Demonstrate effective teaching skills.

495 2. Have a good understanding and perspective of District building policies,  
496 procedures and programs.

497 3. Possess a high level of professional development/commitment.

498 4. Demonstrate good communication and interpersonal skills with students and  
499 staff

500 5. Demonstrate enthusiasm and a high level of professional creativity.

501 6. Be highly regarded by students, staff and community.

502 If two (2) or more applicants are considered equal in qualification and criteria standards,  
503 then selection shall be made by seniority.

504 SECTION 8 – Special Education Release Time

505 Each Special Education teacher is eligible to receive 30 minutes release time one time per  
506 year per student on his or her IEP case management list to prepare for and/or conduct  
507 Annual Review or IEP meetings. Special Education teachers are eligible for Tri Time for the  
508 before mentioned meetings up to but not exceeding 60 minutes per Annual Review. This  
509 time would be applicable to invited certificated employees.

510 SECTION 9 – ITINERANT TEACHERS

511 1. Itinerant staff will be given plan time and duty-free lunch time as required by the  
512 collective bargaining agreement. Itinerant teachers shall meet with their evaluators no  
513 later than the end of the first full week of each school year to ensure that their planning  
514 time, travel time, and duty-free lunches are accounted for.

515

516 2. All itinerants who work at multiple schools will be paid a yearly mileage stipend of  
517 \$250.

518

519 SECTION 10: Professional Responsibilities

520

521 Employees shall have responsibilities beyond those performed during the basic education  
522 work year and workday. Examples of professional responsibilities are included below.

523

1. Preparing for school opening and closing

524

2. Work connected with the conclusion of the school year

525

3. Conferencing with parents beyond conference weeks, including IEP meetings

526

4. Supporting student activities

527

5. Providing individual help to students

528

6. Evaluating student work

529

7. Workshops, classes, and in-service work

530

8. Researching educational materials and supplies

531

9. Improving and maintaining professional skills

532

10. Preparation and revision of materials

533

11. Planning with other staff in areas of instruction, assessment and curriculum

534

12. Use of computers and other technology as related the teachers' content area

535

13. High School Staff shall attend graduation

536

14. Mandatory participation in open house activities (This is flex time and employees  
may leave early the day before Thanksgiving)

537

538 15. Community Engagement Activities: Participate in and/or supervise at least six (6)

539

additional school-based events such as music programs, PTSA Evening Events,

540

curriculum nights, student success nights, sporting events, dances, etc. Additional

541

activities may qualify with approval of the employee's supervisor.

542

16. Grades should be updated, online and accessible to families weekly.

543

544 **ARTICLE VII - LEAVES**

545 **SECTION 1—ILLNESS, INJURY AND PERSONAL LEAVE**

546 A. Entitlement - At the beginning of each school year, full-time contracted employees  
547 of the District shall be credited with twelve (12) days leave to be used when,  
548 because of illness, injury or extraordinary circumstances, an employee is unable to  
549 perform his/her assigned duties. Such leave not taken shall accumulate from year to  
550 year. Compensation for such leave shall be the same as the employee would have  
551 received had the employee not taken the leave.

552 This leave also applies to persons under employment contract with the school  
553 district as part-time employees; however, such employees shall receive that portion  
554 of twelve (12) days as the total number of days contracted bears to 180 days.

555

556 B. Illness & Injury Utilization - Employees, upon finding it necessary to be absent from  
557 their assigned duties by reason of illness or injury, shall notify their immediate  
558 supervisor. For planned surgeries or anticipated disablements which will necessitate  
559 illness or injury leave, the affected employee shall make reasonable effort to notify  
560 his/her immediate supervisor a reasonable time before the leave of the anticipated  
561 dates during which leave will be requested. Illness and injury leave may be used for  
562 medical and dental appointments, provided the employee schedules his/her  
563 appointments at a time when it least affects his or her teaching schedule.  
564 Employees, upon finding it necessary to be absent from their assigned duties by  
565 reason of illness or injury, shall arrange for substitute coverage, using their buildings  
566 standard protocol, at the earliest possible moment.

567  
568 In cases of absence for reason of illness or injury for a continuing period of more  
569 than five (5) working days, at discretion of the superintendent the reason for the  
570 absence must be certified to by an attending physician.

571 C. Personal Leave

572

573 Employees shall be provided three (3) Personal Leave days, not included with state  
574 provided sick leave. A maximum of one (1) day may be carried over to the next year.  
575 The maximum number of personal days that can be used in one year to year is four  
576 (4). Employees may sell back a maximum of two (2) unused days to the district for  
577 \$200 per day. Personal leave is limited to a maximum of three (3) certificated  
578 employees at any single time in a school building unless previously approved by  
579 supervising administrator.

580

581 Personal Leave days shall not be used on any of the following days:  
582 • The first week of school.  
583 • The last week of school.  
584 • The contract days immediately preceding or a following Winter Break, Spring  
585 Break, or any Federal holiday.

586 An allowable exception would be for extraordinary circumstances involving personal  
587 property or personal safety. Such exceptions must be approved by the  
588 Superintendent or building principal. Use of this leave shall be available at the  
589 beginning of each school year. The employee is to make every effort in a timely  
590 fashion to ensure a sub is arranged. Responsibility for getting the sub is the  
591 employees. Written notice of intent to use these days of leave should be made prior  
592 to the leave if possible.

593  
594 Up to two additional days of personal leave may be granted by the Superintendent  
595 for immediate family emergencies. The employee must agree to pay for the  
596 substitute cost for these two additional days. Immediate family in relation to  
597 Personal Leave shall include spouse, domestic partner, parents, parents-in-law,  
598 children of any age, and grandparents.

599 Upon request, the Superintendent has the option of waiving the conditions of this  
600 section due to extraordinary circumstances.

601

602 D. Consistent with Chapter 275 of the Laws of 1983, and to the extent authorized by  
603 said law, employees may cash in unused sick leave days above an accumulation of  
604 60 days at a ratio of one day's monetary compensation for four accumulated sick  
605 leave days. In January of the year following any year in which a minimum of sixty  
606 (60) days of sick leave is accrued, and each January thereafter, any eligible employee  
607 may exercise an option to receive remuneration for unused sick leave accumulated  
608 in the previous year at a rate equal to one day's monetary compensation of the  
609 employee for each four full days of accrued sick leave in excess of sixty days. Sick  
610 leave for which compensation has been received shall be deducted from  
611 accumulated sick leave at the rate of four days for every one day's monetary  
612 compensation. No employee may receive compensation for sick leave accumulated  
613 in excess of one day per month, a maximum of twelve (12) days per year, and/or  
614 one-hundred and eighty (180) days. At the time of separation from the school  
615 district due to retirement or death, an eligible employee or the employee's estate  
616 shall receive compensation at a rate equal to one day's current monetary  
617 compensation of the employee for each four (4) days accrued sick leave for illness or  
618 injury. Provisions of this leave shall be administered in accordance with the rules and  
619 regulations adopted now or as hereafter amended. For the purposes of this section,  
620 retirement shall be defined as when an employee is eligible to receive benefits

621 under Washington State Teachers' Retirement System.

622 E. **Washington State Paid Family and Medical Leave (PFML)**

623 Commencing January 1, 2020, employees shall be eligible to receive Paid Family  
624 and Medical Leave (PFML) under the Washington State Family and Medical  
625 Leave and Insurance Act. To be eligible for this leave, employees must have  
626 worked a minimum of 820 hours within the past calendar year. Such leave shall  
627 be used consecutively with an employee's accrued paid leave. Commencing  
628 January 1, 2019, the District shall fully comply with the PFML legislation.

629 **SECTION 2 – NATIONAL BOARD CERTIFICATION**

630 The Tenino School District will grant two (2) release days for the Assessment Center Testing  
631 and/or Portfolio preparation for NBPTS candidates. Portfolio preparation would occur on  
632 District premises.

633 **SECTION 3 – LONGEVITY LEAVE**

634 An absence under this section is understood to mean an absence from work requested by  
635 an employee and approved by the Superintendent covering an agreed-upon time period.  
636 Longevity leave is limited to a maximum of two (2) certificated employees at any single time  
637 in the District unless previously approved by the Superintendent.

638  
639 1. An employee must have been employed by the Tenino School district for ten (10)  
640 years from hire date to access this leave.

641 2. In order to access Longevity Leave an employee must have a minimum of  
642 twenty-two (165 hours) sick days accrued.

643 3. Longevity Leave may not be utilized during the first or last ten days of the school  
644 year.

645 4. This leave may be accessed in conjunction with other kinds of applicable leave.

646 5. This leave may be accessed only once during a school year.

647 If this leave is accessed, the employee will pay the substitute for the granted days or take  
648 the leave out of sick leave, or a combination of both.

649 This leave would include, but not be limited to, graduation of a child or spouse, presenting  
650 at a conference, speaking upon request for other organizations such as another school  
651 district, being present when a child or spouse receives an honor or recognition.

652 Upon request, the Superintendent has the option of waiving the conditions of this section  
653 due to extraordinary circumstances.

654

655 **SECTION 4 – BEREAVEMENT LEAVE**

656 Up to five (5) days per year shall be available, upon request and the superintendent's  
657 approval, to each employee to be used in the event of the a death any family member.

658 The superintendent may grant up to five (5) days of this leave for the death of persons  
659 other than those listed as immediate family.

660

661 This leave shall not be accumulative nor deducted from the employee's total accumulated  
662 sick leave. These days shall be granted without loss of salary.

663

664 Total days of this leave shall total not more than five (5) days per year unless circumstances  
665 necessitate additional provision of leave. Such additional leave shall be at the discretion of  
666 the Superintendent. No such request shall be unreasonably denied.

667

668 **SECTION 5 – MILITARY LEAVE**

669 Employees will be granted military leaves of absence during the time they are involuntarily  
670 required to serve in the armed services of the United States consistent with federal and  
671 state laws. Upon return to employment with the District, the employee shall be placed in  
672 the position or similar position to that held prior to the granting of such leave.

673 The period of time spent on military leave shall be applied toward the granting of salary  
674 increments and the employee's salary placement upon return to employment, shall be  
675 adjusted accordingly; however, such increments will be granted for up to a maximum of two  
676 (2) years.

677 Military leaves shall not include meetings at weekly or monthly drills. The employee will  
678 make every effort and may be required to show proof that every effort was made, to make  
679 such obligation fall within the months of June, July and August.

680 **SECTION 6 – JURY DUTY LEAVE**

681 An employee summoned to jury duty will be allowed personal time off with pay to fulfill  
682 his/her civic responsibility.

683 **SECTION 7 – GENERAL LEAVE WITHOUT PAY**

684 A leave of absence under this section is understood to mean an absence from work without



685 pay requested by an employee and consented to by the District Board of Directors or its  
686 designees, covering an agreed-upon period of time.

687 All requests for a leave of absence must be made in writing to the superintendent.  
688 Employees who fail to return to work upon expiration of a leave of absence without prior  
689 notice and reasonable excuse to the District shall be considered as having breached their  
690 contract.

691 Upon return to employment with the Employer, the employee shall be placed in the  
692 position last held or, if qualified, a similar position in the District based on seniority. Credit  
693 for advancement on the salary schedule for the period spent on leave shall be determined  
694 by the Board prior to approving the leave.

695 **SECTION 8 – ASSOCIATION LEAVE**

696 Up to a total of fifteen (15) days shall be granted for Association representatives to attend  
697 the WEA annual Representative Assembly, other state level meetings sponsored by the  
698 WEA and perform Association work.

699 Notification of the Association's intent to use such leave days, the individuals involved, and  
700 the date and location of the meeting shall be given to the superintendent not less than  
701 three (3) working days prior to the leave.

702 The Association shall reimburse the District for the cost of substitutes hired to replace  
703 individuals using this leave.

704 **SECTION 9 – PROFESSIONAL CONFERENCES**

705 The employer recognizes that attendance by certificated employees at professional  
706 meetings, conferences, and workshops is desirable to provide certificated employees with  
707 opportunities to keep abreast of the latest developments and trends in the fields of  
708 educational instruction, operation, and organization. Certificated employees may be  
709 released to attend scheduled meetings, conferences, and workshops approved by the  
710 principal and superintendent and authorized by the Board. Part or all of the teacher's  
711 expenses may be paid by the District.

712 **SECTION 10 – CHILD REARING LEAVE**

713 An employee who has a newborn child or who legally adopts a child shall have a right to  
714 leave as follows:

715 A. The leave must be requested as soon as practical before the expected birth or  
716 adoption of the child.

717 B. The leave shall be without pay and the District paid insurance benefits. Employees  
718 may choose to contribute to District insurance plans while on leave.

719 C. The leave shall be for the duration of the school year in which it is requested. Such  
720 leave requested in the summer shall be for the entire ensuing school year. Requests  
721 for leave for a duration other than stated herein will be at the discretion of the  
722 superintendent.

723 D. Upon returning from leave the employee shall be placed in a position similar to the  
724 one last held, with the replacement employee employed only for the period of the  
725 leave time.

726 E. It could be possible that an employee might be placed in the employment pool  
727 according to staff reduction provisions in this agreement.

728 F. This leave shall be available only to one spouse at a time if both are employees.

729 **SECTION 11 – SHARED LEAVES**

730 A. The Tenino School District will comply with the Washington State Leave Sharing  
731 Program as now or hereafter amended. Per State law, an employee may not transfer  
732 leave that would result in his or her sick leave account going below twenty-two (22)  
733 days.

734 B. In addition to the requirements of Article VII, Section 1 (B), to be eligible to use leave  
735 transferred hereunder, an employee must suffer from an illness, injury, impairment  
736 or physical or mental condition which is of an extraordinary or severe nature and  
737 which is likely to cause the employee to go on leave without pay or to terminate  
738 employment.

739 C. Once leave has been transferred pursuant to this agreement transferred days shall  
740 be deducted from the employee's accumulation and will be credited to the illness  
741 and injury leave accumulation of the employee to whom the days were transferred.  
742 Such leave transfers shall be reversible. Donated leave will be used in the order of  
743 the donation, 1 (1) day at a time per donator. Unused donated time will be credited  
744 to the employee of origin.

745 D. The value of the leave transferred shall be based upon the leave value of the person  
746 receiving the leave.  
747 For example: Employee A has a per diem rate of \$100 per day; Employee B has a per  
748 diem rate of \$200 per day. If Employee A wishes to donate leave to Employee B,  
749 each day he/she donates to Employee B would be credited to Employee B's  
750 accumulated leave as one-half day even though Employee A's accumulation would  
751 be reduced by one full day. The per diem "value" of days being transferred will be

752 equated between the transferor and the transferee as a part of the transfer process.  
753 Under the same facts, if Employee B desired to donate days to Employee A, each day  
754 transferred from Employee B would be credited to Employee A as two days.

755 **ARTICLE VIII - FACILITIES**

756 The District shall seek to maintain, to the best of its financial and physical capabilities,  
757 necessary facilities, equipment and materials for the use of its employees to assure the best  
758 learning environment for the students of the District.

759 **ARTICLE IX – ASSIGNMENT & TRANSFER**

760 Grade, subject and activity assignments shall be made by the District, taking into  
761 consideration certification requirements, experience, District enrollment demands and  
762 employee professional training, experience, specific achievements and service to the  
763 District. For the purposes of this article, a "transfer" is understood to mean a change in the  
764 building (THS/TMS/TES/PES) in which an employee is assigned to work. An "assignment" is  
765 understood to mean the general curriculum area(s) / grade level(s) in which an employee is  
766 providing services and a "reassignment" is understood to mean a significant change in an  
767 employee's assignment.

768 All employees shall be subject to transfer. The District will ask for volunteers for specific  
769 openings before transferring employees. If the district only has 1 qualified certificated  
770 employee in that area, the district does not have to ask for volunteers. If a transfer is  
771 involuntary, the employee being transferred will receive a letter from the District which will  
772 include the reasons for the transfer. This letter will be delivered to the employee a  
773 minimum of ten (10) calendar days prior to the employee assuming the new position. The  
774 employee will be entitled to a \$300.00 stipend to compensate for the time needed to move  
775 to a new building.

776 Employees shall be notified in writing by June 1<sup>st</sup> or 15 calendar days after the close of the  
777 legislative session whichever comes last of their tentative individual assignments for the  
778 following year. Such notification will include position, building, grade level or class or  
779 subject and other pertinent facts concerning the assignment. If the tentative assignment  
780 will be changed, the District will notify employees so affected so that they may be consulted  
781 regarding the change to be made.

782 Criteria for involuntary transfers will be certification and endorsement. Statewide seniority  
783 will be considered only if the certification and endorsements criteria are equal for all  
784 potential transferrable employees.

785 Both the sending and receiving principals must agree to the transfer.

786 The District agrees to post in the faculty lounge vacancies known to the District. The District

787 further agrees to notify the Association president or his/her designee by mail during  
788 summer vacation of any positions that become vacant after the closing of the current  
789 school terms. A transferred employee will be given preference over other equally qualified  
790 candidates for a position.

791 Employees who desire to change their assignments may file a written statement of such  
792 desire with the administration by May 1<sup>st</sup>. Employees will be notified of acceptance or  
793 rejection and the reasons therefore.

794 In determination of requests for voluntary reassignment and/or transfer, the following shall  
795 apply so far as practicable:

796 A. It is recognized that the desired goal is to hire the best qualified individual for  
797 available positions.

798

799 B. If the District determines that applicant qualifications are equal, preference shall be  
800 given to currently employed personnel. If preference is not granted, the affected  
801 employee shall be informed personally as to the reasons.

802

803 C. Should a vacancy occur during the school year, requests for transfers shall follow the  
804 above procedure. The effective date of the transfer shall be at the beginning of the  
805 next school year.

806

807 D. Certificated positions will be posted 'in house' first for 5 business days prior to  
808 posting through the ESD. Should currently employed personnel apply for an in-  
809 district position, the employee will submit a letter of interest to the District hiring  
810 administrator for consideration. Both building administrators must approve the  
811 voluntary transfer. Denials may be appealed to the Superintendent.

812

813 For the purposes of this section, qualifications will include, as a minimum: years of  
814 experience in education, college preparation, related training, experience and  
815 preparation as it relates to the available position, and recommendations.

816 Appropriate certification/licensure or the ability to obtain the same in a reasonable  
817 period of time may be required of the employee eligible for the position as stated in  
818 this section.

819

820 The Employer agrees to notify employees, in writing, of appointments for the  
821 following year prior to the close of the current academic school year or once the  
822 determination of assignments has been made. Also, employees may apply through  
823 their principal for additional days of work.

824 **ARTICLE X - EVALUATION**

825 **SECTION 1—Certificated Support Staff**

826 A. Evaluation Criteria - Each employee shall be evaluated using the criteria appropriate  
827 to the employee's position as attached in Appendix A. Evaluations required or  
828 permitted under this procedure shall be documented on the evaluation report form  
829 appropriate to the employee's position as attached in Appendix B. Evaluations shall  
830 be made by an assigned, certificated administrator. T.E.A. members and their  
831 Administrator may develop a Professional Growth Plan as an alternative to the  
832 current Evaluation Procedure. Alternative plans i.e. mentoring, book studies,  
833 projects that enhance teaching/learning, etc. must be approved by the assigned  
834 Administrator.

835 B. Each employee within thirty (30) days of his/her employment or within thirty (30)  
836 days from the commencement of the school year, whichever is later, shall be given a  
837 copy of the evaluation form to be used and shall be apprised of the specific criteria  
838 upon which he/she will be evaluated including expected levels of employee  
839 performance where applicable.

840 C. Required Evaluations

841 1. All employees newly employed by the school district shall be observed for  
842 evaluation within the first ninety (90) calendar days of the commencement  
843 of their employment. Such observation shall not be less than thirty (30)  
844 minutes.

845 2. All employees, including new employees, shall be evaluated annually. The  
846 first evaluation observation (of no less than fifteen (15) minutes) shall be  
847 completed no later than February 15. An evaluation is to be completed no  
848 later than the last day of school or June 15, whichever comes first, of the  
849 year in which the evaluation takes place. An evaluation is completed after  
850 the post-evaluation conference.

851 3. If an employee transfers to another position not under the Supervisor's  
852 jurisdiction, an evaluation shall be made at the time of such transfer.

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

855 5. If the supervisor contemplates recommending that an employee be placed  
856 on probation, an evaluation shall be completed on or before January 15 ~~25~~.

857 D. Additional Evaluations - In addition to the evaluations required under Paragraph 1, C

858 above, principals and other supervisors may make evaluations at any time during the  
859 school year, which evaluations may cover individual observations, or such periods of  
860 time as may be identified in the evaluation report.

861 E. Minimum Observation Criteria - During each school year each employee shall be  
862 observed for the purpose of evaluation at least twice in the performance of his /her  
863 assigned duties. Total observation time for each employee for each school year shall  
864 be not less than sixty (60) minutes.

865 F. Observation Procedures -Timely feedback is an important aspect of improvement of  
866 instruction. Within-five (5) days following each observation made for the purpose of  
867 evaluation, the teacher shall receive feedback, verbal or written from the principal  
868 or other administrative evaluator.

869 G. Evaluation Procedures - Following each observation or series of observations, the  
870 principal or other administrative evaluator shall promptly document the results  
871 thereof using the appropriate report form. The employee shall be provided a copy of  
872 the evaluation report within five (5) workdays after the last observation.

873 H. Short Evaluation - After an employee has had four (4) years of satisfactory  
874 evaluations under the above-described evaluation procedure, an employee or an  
875 administrator, may request a Short evaluation process. This Short evaluation shall  
876 include a thirty (30) minute observation during the school year with a written  
877 summary. The normal evaluation process shall be followed at least once every three  
878 (3) years and an employee or administrator may request that the normal evaluation  
879 process be conducted in any given school year. The Short evaluation process may  
880 not be used as a basis for determining that an employee's work is unsatisfactory nor  
881 for probable cause of the non-renewal for the employee's contract.

## 882 **I. Probation of Certificated Support Staff**

883 A. Supervisor's Report -In the event that a principal or other supervisor determines on  
884 the basis of the evaluation criteria that the performance of an employee under  
885 his/her supervision is unsatisfactory, the supervisor shall report the same in writing  
886 to the superintendent on or before January 15. The report shall include the  
887 following:

888 1. The evaluation report prepared pursuant to the provisions of paragraph 1 C  
889 (5) above.

890 2. A recommended specific and reasonable program designed to assist the  
891 employee in improving his/her performance.

892 B. Establishment of Probationary Period - If the superintendent concurs with the

893 supervisor's judgment that the performance of the employee is unsatisfactory, the  
894 superintendent shall place the employee in a probationary status beginning on or  
895 before February 1, at which time the employee shall be given written notice of the  
896 action of the superintendent which shall contain the following information:

- 897 1. A suggested specific and reasonable program for improvement.  
898
- 899 2. A statement indicating the duration of the probationary period and that the  
900 purpose of the probationary period is to give the employee the opportunity  
901 to demonstrate improvement in his/her area or areas of deficiency.  
902
- 903 3. A definition of the problem in terms of performance deficiency.  
904
- 905 4. A set of expectations delineating what levels of performance would  
906 constitute acceptable performance in the problem areas defined.  
907

908 C. Evaluation During the Probationary Period - Within not more than five (5) working  
909 days of the delivery of a probationary letter, the principal or other supervisor shall  
910 hold a personal conference with the probationary employee to discuss  
911 performance deficiencies and the remedial measures to be taken. When  
912 appropriate in the judgment of the supervisor, the supervisor may authorize one  
913 additional supervisory certificated employee to evaluate the probationer and to aid  
914 the employee in improving his/her areas of deficiency.

- 915 1. During the probationary period the principal, supervisor or other  
916 administrative evaluator shall meet with the probationary employee at least  
917 twice monthly to supervise and make a written evaluation of the progress, if  
918 any, made by the employee. The evaluation form shall be used for  
919 documentation of evaluation reports during the probationary period.
- 920 2. The probationary employee may be removed from probation at any time if  
921 he/she has demonstrated improvement to the satisfaction of the principal or  
922 other supervisor in those areas specifically detailed in his/her notice of  
923 probation.

924 D. Written statement and hearing request -

- 925 1. The employee may submit a written, signed statement which shall be  
926 attached to the evaluation report and recommendation.
- 927 2. Within five (5) school days from the receipt of the probationary letter, the  
928 employee may request and will be given a hearing with the superintendent.  
929 The hearing shall be held within five (5) school days of receipt of the request

930 from the employee.

931 E. Supervisor's Post-Probation Report - The principal or other supervisor shall submit  
932 a written report to the superintendent at the end of the probationary period  
933 which report shall identify whether the performance of the probationary  
934 employee has improved and which shall set forth one of the following  
935 recommendations for further action:

936 1. That the employee has demonstrated necessary improvement in the stated  
937 area of deficiency to justify the removal of the probationary status.

938 2. That the employee has deficiencies yet to be totally remedied, but that non-  
939 renewal is not recommended.

940 3. That the employee has not demonstrated necessary improvement in the  
941 stated areas of deficiency and action should be taken to non-renew the  
942 employment contract of the employee.

943 F. Action by the Superintendent - Following a review of any report submitted  
944 pursuant to paragraph E above, the superintendent shall determine which of the  
945 alternative courses of action is proper and shall take appropriate action to  
946 implement such determination.

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

949

950 **SECTION 2—Certificated Teachers**

951 The following evaluation language shall apply only to those certificated staff being  
952 evaluated using the OSPI-approved, CEL'S 5D+ framework.

953 This Section 3 of the evaluation system applies to classroom teachers who spend more  
954 than fifty (50) percent of their workday providing academically focused instruction and  
955 grades for students, and whose duties are consistent with the state criteria for teachers  
956 and the district's framework and rubrics. The term "classroom teacher" for evaluation  
957 purposes does not include ESA's, counselors, librarians, media specialists, TOSA's,  
958 instructional coaches, curriculum specialists, or other bargaining unit members who do  
959 not spend more than fifty (50) percent of their workday providing academically focused  
960 instruction and grades for those students and whose duties are not consistent with the  
961 state criteria for teachers and the district's framework and rubrics.



962 A. Evaluation System Preamble

963

964 An evaluation system for teachers has the following elements, goals, and objectives:

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

967 2. The evaluation process shall recognize strengths, identify areas needing  
968 improvement, and provide support for professional growth.

969 3. Within the selected instructional framework teachers will be allowed to exercise their  
970 professional judgment and will be evaluated on their practice, skills, and knowledge.

971 4. An evaluation system should be grounded in trust and respect by all parties through  
972 the use of objective standards in order to minimize subjectivity.

973 The parties agree that the following evaluation system is to be implemented in a manner  
974 consistent with good faith and mutual respect and, as defined in RCW 28A.405.110 (1).

975 Additionally, the parties agree that the evaluation process is one which will be implemented  
976 with collaboration between the evaluator and the bargaining unit member, as described in  
977 WAC 392-191-025:

978 “To identify in consultation with classroom teachers and certificated support personnel  
979 observed, particular areas in which their professional performance is satisfactory or  
980 outstanding, and particular areas in which the classroom teacher or support person needs  
981 to improve his or her performance.”

982 Purpose – The following evaluation process has the following elements, goals, and  
983 objectives: “An evaluation system must be meaningful, helpful, and objective; (2) an  
984 evaluation system must encourage improvements in teaching skills, techniques, and abilities  
985 (3) an evaluation system must provide a mechanism to make meaningful distinctions among  
986 teachers and to acknowledge, recognize, and encourage superior teaching performance.

987 B. Definitions and Notes

988 Artifacts shall mean any products generated, developed, or used by a certificated teacher or  
989 administrator in the conduct of the evaluation of a teacher. Forms used in the evaluation  
990 process may be considered as artifacts.

991 “CEL’s – 5 Dimensions of Teaching and Learning” shall be the evaluation process as designed  
992 by the University of Washington and approved by OSPI.

993 "Certificated Principal," "Principal" and "assistant principal" shall mean a person who is  
994 employed to supervise the operation and management of a school (WAC 181-79A-140 (4)(a)  
995 or (6)(h).)

996  
997 "Certificated classroom teacher" and "teacher" shall mean a certificated employee who  
998 provides academically focused instruction to students and holds one or more of the  
999 certificates pursuant to WAC 181-79A-140 (1) through (3) and (6)(a) through (e) and (g).

1000

1001 Component shall mean the sub-section of each criterion.

1002

1003 Criteria shall mean the eight (8) state-defined categories to be scored.

1004 Evaluation shall mean the ongoing process of identifying, gathering, and using information  
1005 to assess total job effectiveness, improve professional performance, and make personnel  
1006 decisions.

1007 Evaluator shall mean a certificated administrator who has been trained, or is currently  
1008 receiving training, in observation and evaluation techniques, and in the use of the specific  
1009 instructional framework and rubrics contained in this agreement.

1010 "Evidence" means observed practice, products, artifacts, or results of a certificated  
1011 classroom teacher's work that demonstrates knowledge and skills of the educator with  
1012 respect to the four-level rating system. Such evidence shall include artifacts produced or  
1013 resulting from the normal course of professional performance during the school year.

1014 Both the teacher and the evaluator shall contribute evidence to the overall assessment of  
1015 professional performance. If, after completing the minimum required observations, both  
1016 the teacher and evaluator agree on the score for a criterion, no additional evidence will be  
1017 required to be collected for that criterion. It shall be the nature and quality of the evidence,  
1018 not the quantity of evidence that determines the criterion rating.

1019

1020 Unsubstantiated complaints against an employee shall not be included in any  
1021 documentation pertaining to any individual's evaluation.

1022 Input from parents or anonymous sources, or known sources, shall not be used as evidence  
1023 in an evaluation unless such input is substantiated and/or observed by the evaluator.

1024 Student input may be used as evidence in an evaluation only if it is gathered by observing  
1025 students during the course of a teacher observation.

1026 Formal Observation means any observation which is scheduled in advance between the  
1027 teacher and evaluator for the purpose of evaluation.

1028 Informal observation means any non-scheduled observation during which evidence is  
1029 gathered by an evaluator to inform him or her regarding a teacher's final evaluation.

1030 "Observe" or "observation" means the gathering of evidence made through classroom or  
1031 worksite visits for the purpose of examining evidence over time using the instructional  
1032 framework rubrics.

1033  
1034 "Provisional Teachers" are those who are within their first three years of employment with  
1035 the District, except for those who have at least two years of certificated employment with  
1036 another school district in the state of Washington. Those with such experience shall be  
1037 provisional only during their first year of employment with the District.

1038  
1039 "Rubrics" or "rubric row" means the descriptions of practice used to capture evidence and  
1040 data and classify teaching performance and student growth using the evaluation criteria  
1041 and the four-level rating system.

1042

1043 Satisfactory/Unsatisfactory

1044 Satisfactory- Overall summative performance ratings of Proficient (Level 3) or Distinguished  
1045 (Level 4) are considered satisfactory for all teachers. For teachers in their first five years of  
1046 the profession, a performance rating of Basic (Level 2) is also considered satisfactory.

1047 Unsatisfactory- An Overall summative performance rating of Unsatisfactory (Level 1) is  
1048 considered not satisfactory for all teachers. Teachers on a continuing contract with more  
1049 than five years of teaching experience who receive a summative performance rating of  
1050 Basic (Level 2) two years in a row, or two years within a consecutive three-year period are  
1051 also considered unsatisfactory.

1052 Student Growth Data shall mean data that shows the change in student achievement  
1053 between two points in time within the current school year. Teachers will not be required to  
1054 include student growth data from statewide assessment instruments in creating goals for  
1055 the year.

1056 Assessments used to demonstrate such growth shall primarily be classroom-based and shall  
1057 be selected by the classroom teacher in collaboration with the evaluator. However,  
1058 assessments that have been adopted by the District shall be used at the discretion of the  
1059 District. Assessments used to demonstrate growth must be appropriate, relevant, and may  
1060 include both formative and summative measures.

1061 Summative Performance Ratings means the four performance levels applied using the  
1062 following four-level rating system: Level 1 – Unsatisfactory; Level 2 – Basic; Level 3 –  
1063 Proficient; Level 4 – Distinguished.

1064 (1) Unsatisfactory: Professional practice at Level 1 shows evidence of not understanding  
1065 the concepts underlying individual components of the criteria. This level of practice is  
1066 ineffective and inefficient and may represent practice that is harmful to student learning  
1067 progress, professional learning environment, or individual teaching practice. This level  
1068 requires immediate intervention.

1069 (2) Basic: Professional practice at Level 2 shows a developing understanding of the  
1070 knowledge and skills of the criteria required to practice, but performance is inconsistent  
1071 over a period of time due to lack of experience, expertise, and/or commitment. This level  
1072 may be considered minimally competent for teachers early in their careers but insufficient  
1073 for more experienced teachers. This level requires specific support.

1074 (3) Proficient: Professional practice at Level 3 shows evidence of thorough knowledge of  
1075 all aspects of the profession. This is successful, accomplished, professional, and effective  
1076 practice. Teaching at this level utilizes a broad repertoire of strategies and activities to  
1077 support student learning. At this level, teaching is strengthened and expanded through  
1078 purposeful, collaborative sharing and learning with colleagues as well as ongoing self-  
1079 reflection and professional improvement.

1080 (4) Distinguished: Professional practice at Level 4 is that of a master professional whose  
1081 practices operate at a qualitatively different level from those of other professional peers. To  
1082 achieve this rating, a teacher would need to have received a majority of distinguished  
1083 ratings on the criterion scores. A teacher at this level must show evidence of average to  
1084 high impact on student growth. Ongoing, reflective teaching is demonstrated through the  
1085 highest level of expertise and commitment to all students' learning, challenging professional  
1086 growth, and collaborative practice.

### 1087 **C. State Criteria, Framework, and Scoring**

1088 The parties have agreed to the CEL'S 5D+ adopted evidence-based instructional framework  
1089 as approved by OSPI. The complete instructional framework is included in **Appendix A.**

1090 The following criteria will be used to evaluate certificated classroom teachers:

- 1091
- 1092 1. Centering instruction on high expectations for student achievement;
  - 1093 2. Demonstrating effective teaching practices;
  - 1094 3. Recognizing individual student learning needs and developing strategies to address  
1095 those needs;

- 1096 4. Providing clear and intentional focus on subject matter, content, and curriculum;  
1097 5. Fostering and managing a safe, positive learning environment;  
1098 6. Using multiple student data elements to modify instruction and improve student  
1099 learning;  
1100 7. Communicating and collaborating with parents and school community;  
1101 8. Exhibiting collaborative and collegial practices focused on improving instructional  
1102 practice and student learning.

1103

1104 Student growth data must be a substantial factor in evaluating the summative performance  
1105 of certificated classroom teachers for criteria 3, 6, and 8.

1106 **Criterion Scores**

1107 Each criterion rating will be assigned the following numeric values:

1108 Unsatisfactory – 1 Basic – 2 Proficient – 3 Distinguished – 4

1109 An employee shall receive one of the four performance ratings for each of the minimum  
1110 criteria. Additionally, an employee shall receive one of the four performance ratings for the  
1111 evaluation as a whole, which shall be the overall summative score as per WAC 392-191A-  
1112 080(6).

1113 A numerical mean shall be used to calculate the individual criterion rating. When a criterion  
1114 rating includes a whole number plus a place value of .49 or below it will be rounded down  
1115 to the nearest whole number. When a criterion rating includes a whole number plus a place  
1116 value of .50 or above it will be rounded up to the nearest whole number. (For example, a  
1117 final rating of 2.49 would become a criterion rating of 2 and a rating of 2.50 would become  
1118 a criterion score of 3.) However, to achieve a distinguished rating, a teacher must receive a  
1119 majority of distinguished ratings on the criterion scores.

1120 **Overall Summative Score**

1121 All classroom teachers shall receive a performance rating for each of the eight (8) state  
1122 evaluation criteria. The overall summative score shall be determined by totaling the eight  
1123 (8) criterion-level scores as follows:

1124 8-14 points—Unsatisfactory

1125 15-21 points—Basic

1126 22-28 points—Proficient

1127 29-32 points—Distinguished

1128 **Student Growth Criterion Score**

1129 Embedded in the instructional framework are five (5) components designated as student  
1130 growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1,  
1131 SG 6.2, and SG 8.1. The evaluator shall add up the raw scores on these components and the  
1132 employee shall be given a score of low, average or high based on the following scoring  
1133 bands:

1134 5-12—Low

1135 13-17—Average

1136 18-20—High

1137 If a teacher receives an overall summative score of 4 (Distinguished) and a Low student  
1138 growth score as shown above, s/he must automatically be moved to the Proficient (3) level  
1139 for the overall summative score.

1140 Certificated classroom teachers with low student growth rating will engage, with their  
1141 evaluator, in a student growth inquiry. Within two months of receiving the low student  
1142 growth score or at the beginning of the following school year, the following must be  
1143 initiated by the evaluator:

1144 The teacher shall create a plan to address student growth issues that may include one or  
1145 more of the following:

1146 a. Examine student growth data in conjunction with other evidence including observation,  
1147 artifacts and other student and teacher information based on appropriate classroom,  
1148 school, school district and state-based tools and practices;

1149 b. Examine extenuating circumstances which may include one or more of the following:  
1150 Goal setting process; content and expectations; student attendance; extent to which  
1151 standards, curriculum and assessment are aligned;

1152 c. Schedule monthly conferences focused on improving student growth to include one or  
1153 more of the following topics: Student growth goal revisions, refinement, and progress; best  
1154 practices related to instruction areas in need of attention; best practices related to student  
1155 growth data collection and interpretation;

1156 d. Create and implement a professional development plan to address student growth areas.

1157 **D. General Evaluation Agreements**

1158 Employees shall have transparent access to all relevant student achievement data available.

1159

1160 **Notification** – With the exception of transfers between evaluation formats (see Section 7,  
1161 “Focused Evaluations”) every teacher shall be notified no later than the last working day of  
1162 September of his or her evaluator and whether he or she is scheduled to be evaluated using  
1163 a Comprehensive or Focused evaluation.

1164 **Out of Content/Endorsed Areas** - No teacher shall be “subject to non-renewal or probation  
1165 based on evaluations of their teaching effectiveness in the out-of-endorsement  
1166 assignments”. However, consideration may be given to teachers’ progress towards  
1167 endorsement. At the option of the teacher, in collaboration with the evaluator, teachers  
1168 may be evaluated as a member of a team when teaching outside their content or endorsed  
1169 areas.

1170

1171 **Security** - All aspects of the evaluation procedure, including observations, shall be  
1172 conducted openly and with the full knowledge of the teacher. Mechanical or electronic  
1173 recording devices shall not be used to listen to, observe, or record the proceedings of any  
1174 classroom without prior knowledge and documented consent of the teacher. The District  
1175 shall make reasonable efforts to ensure confidentiality and security for all evaluation  
1176 documents, including electronic documents, consistent with State public disclosure  
1177 requirements and guidelines.

1178

1179 In order to provide the District with reliable feedback regarding the implementation of the  
1180 new evaluation system, the parties agree that during the 2014-2015 school year the District  
1181 calendar shall include two sessions of at least one (1) hour which shall be used for staff-only  
1182 discussion around the ongoing implementation of the new evaluation system. Such  
1183 discussion shall be guided by an experienced facilitator mutually agreed upon by the District  
1184 and the Association. The facilitator and Association representative(s) shall then report to  
1185 the District the outcome of such meetings. This report shall protect the anonymity of  
1186 meeting participants.

#### 1187 **E. Professional Development**

1188 Prior to their being evaluated under the new evaluation system, the District shall provide  
1189 teachers professional development relevant to the framework and evaluation process.  
1190 Each teacher shall be provided a copy of the evaluation criteria, procedures, and any  
1191 relevant forms or information appropriate to his or her position and track in the evaluation  
1192 cycle.

1193 All classroom teachers, both provisional and continuing, shall be expected to participate in  
1194 District provided evaluation training that occurs during the contracted work day or at other  
1195 dates and times, and at rates agreed to by the District and the Association. Such training

1196 shall be designed to provide the staff with the skills necessary to participate in the new  
1197 evaluation system.

1198

1199 **F. Provisional Teachers**

1200 A. All Provisional Teachers are subject to non-renewal of employment contract  
1201 pursuant to RCW 28A.405.220.

1202 B. All Provisional Teachers in the third year of provisional status shall be observed  
1203 at least three times in the performance of his or her duties and the total  
1204 observation time for the school year shall not be less than (90) ninety minutes.

1205

1206 C. Provisional Teachers who are new to the profession and whose performance is  
1207 determined to be Proficient (Level 3) or Distinguished (Level 4) in their first year  
1208 with the District, and/or Distinguished (Level 4) by the end of their second year  
1209 of employment in the District may be removed from provisional status by the  
1210 Superintendent.

1211 D. The Principal or his or her designee shall make at least one (1) observation for a  
1212 total observation time of at least thirty (30) minutes within the first ninety (90)  
1213 calendar days of employment of all teachers in their first year of employment  
1214 with the District.

1215 E. The District shall notify the Association President if a provisional employee is  
1216 performing at an unsatisfactory level.

1217 **G. Procedures for Evaluation**

1218 All classroom teachers shall be evaluated each school year by their principal or his or her  
1219 designee. The principal or designee is referred to herein as the "evaluator."

1220 If an employee is assigned to two or more schools, the evaluator at the school to which the  
1221 employee is assigned the greater part of the time shall be responsible for the employee's  
1222 overall evaluation. If a teacher is assigned to two or more schools for equal amounts of  
1223 time within the school day, the District, in collaboration with the Association, will determine  
1224 who will be the evaluator of record.

1225 **Observations**

1226



1227 **Formal Observations** - All teachers shall be observed at least twice in the performance of  
1228 their assigned duties. Total observation time for each employee for each school year shall  
1229 not be less than 60 minutes.

1230

1231 Formal observation dates and times will be scheduled and agreed upon by the teacher and  
1232 evaluator. Formal observations shall be scheduled with adequate time in between in order  
1233 to allow for conferencing and growth.

1234

1235 **Informal Observations** are non-scheduled observations during which time evidence is  
1236 gathered by an evaluator to inform him or her regarding a teacher's final evaluation. If  
1237 there is an area of concern noted in any record from such observations, written  
1238 documentation of the observation must be provided to the teacher for that evidence to be  
1239 included in the final evaluation. Such documentation will be provided within three school  
1240 days of the observation. A teacher may request a conference to discuss an informal  
1241 observation and the request shall be granted.

1242

1243 **Comprehensive Evaluations** - All classroom teachers shall receive a comprehensive  
1244 summative evaluation at least once every four years.

1245

1246 A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria  
1247 contribute to the comprehensive summative evaluation performance rating. The total  
1248 formal and informal time for each employee on a Comprehensive evaluation shall not be  
1249 less than 60 minutes.

1250

1251 The following classroom teachers shall receive an annual comprehensive summative  
1252 evaluation:

1253

1254 1. Classroom teachers who are provisional employees under RCW 28A.405.220;

1255 2. Any classroom teacher who received a comprehensive summative evaluation  
1256 performance rating of level 1 or level 2 in the previous school year.

1257 **Focused Evaluations** - In the years when a comprehensive summative evaluation is not  
1258 required, classroom teachers who received a comprehensive summative evaluation  
1259 performance rating of Proficient (level 3) or above in the previous school year are required  
1260 to complete the Focused Evaluation process.

1261

1262 A. A focused evaluation includes an assessment of one of the eight criteria selected  
1263 for a performance rating plus professional growth activities specifically linked to  
1264 the selected criteria.

- 1265 B. The selected criterion must be approved by the teacher’s evaluator and may  
1266 have been identified in a previous comprehensive summative evaluation as  
1267 benefiting from additional attention.
- 1268 C. A group of teachers may focus on the same evaluation criterion and share  
1269 professional growth activities.
- 1270 D. Teachers on focused evaluations shall have the option of selecting which one of  
1271 the eight criteria will be assessed, plus the professional growth activities linked  
1272 to that criterion. The role of the evaluator shall be to either approve the  
1273 proposed activities or suggest modifications to produce a jointly agreed upon  
1274 activity or activities. Employees will complete the TSD Focused Evaluation  
1275 Professional Goal Plan (Form F)
- 1276 E. If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the  
1277 student growth components in either criterion 3 or 6.
- 1278 F. If the selected criterion for the focused evaluation has been determined to be  
1279 non-observable, neither a classroom-based observation nor a Formal  
1280 Observation shall be required. The selected student growth component will be  
1281 documented on the student growth goal setting template (Form B).
- 1282 G. A teacher may be transferred from a Focused Evaluation to a  
1283 Comprehensive Summative Evaluation at the request of the teacher or at the  
1284 direction of the teacher’s evaluator.
- 1285 H. The request of the teacher must be received in writing prior to the start of the  
1286 school year. The direction of the evaluator must be communicated during the  
1287 prior year’s final evaluation conference based on concerns related to one of the  
1288 other evaluative criteria. That concern shall be shared with the teacher in writing  
1289 at that time.
- 1290 I. Each employee shall have the opportunity for confidential conferences with his  
1291 or her immediate supervisor on no fewer than two occasions in each school year.  
1292 Such confidential conferences shall be for the purpose of aiding the  
1293 administrator in his or her assessment of the employee’s professional  
1294 performance and to provide additional evidence by either the evaluator or  
1295 teacher to aid in this assessment against the instructional framework rubrics  
1296 and/or for the teacher to provide unobserved evidence of having met certain  
1297 criteria and goals.

1298 J. The annual evaluation results will be documented on the summative evaluation  
1299 form (Form E) with only the selected criteria being scored. The most recent  
1300 summative Comprehensive score will be the Focus evaluation score.

1301 **Comprehensive Evaluation Steps**

1302 The comprehensive evaluation process must occur at least once every four years. There are  
1303 six steps required to complete a comprehensive evaluation which utilize a collaborative  
1304 model between teacher and evaluator. They include 1) the teacher's self-assessment, 2) a  
1305 goal setting conference between the teacher and evaluator, 3) a pre-observation  
1306 conference, 4) observations of the teacher by the evaluator, 5) a post-observation  
1307 conference, and 6) the summative evaluation conference.

1308  
1309 **Step 1: Self-Assessment**

1310 Each teacher shall reflect on his/her practice and complete a Self-Assessment (Form A).  
1311 This is a personal reflection of practice and will serve as a tool for the goal setting  
1312 conference. The teacher is not required to share the written results with their evaluator.

1313  
1314 **Step 2: Goal Setting Conference**

1315 Following the self-assessment, the teacher will meet with his or her evaluator in a goal  
1316 setting conference. Each teacher shall combine his/her self-assessment with the district  
1317 and/or building initiatives and select one or two components as goal(s) for the year.  
1318 Additionally, for components SG 3.1, 6.1 and 8.1 the teacher and evaluator shall  
1319 collaboratively determine a student growth goal. The teacher shall complete and submit  
1320 the Student Growth Goal Setting Template (Form B) to the evaluator prior to a mutually  
1321 agreed upon goal setting conference date.

1322 **Step 3: Pre-Observation**

1323  
1324 **A.** For formal observations, the teacher shall complete the Classroom Observation  
1325 Planning Conference form (Form C), with a written lesson plan, and send it to  
1326 the evaluator twenty-four (24) hours prior to a mutually-determined pre-  
1327 observation conference.

1328  
1329 **B.** The teacher and evaluator shall establish a date for the formal observation then  
1330 conduct the pre-observation conference in order to discuss the lesson plan,

1331 identify any specific areas of focus, and discuss professional activities to be  
1332 observed including their content, objectives, strategies, and possible evidence to  
1333 meet the scoring criteria.

1334 **Step 4: Observation**

1335 The evaluator will conduct the observation of practice as scheduled. The evaluator will take  
1336 notes throughout the observation and share those with the teacher within three (3)  
1337 working days of the observation. Upon receipt the teacher may provide additional  
1338 information for this document.

1339

1340 **Step 5: Post-Observation Conference**

1341 The teacher and evaluator shall schedule to meet for the post-observation conference  
1342 within five (5) school days of the observation.

1343 The post-observation conference includes a review of the teacher's self-assessment and the  
1344 evaluator's evidence. Both the teacher and the evaluator may contribute evidence to the  
1345 overall assessment of professional performance during the conference as such conference  
1346 is intended to be a dialogue between the teacher and evaluator. At the end of the post-  
1347 observation conference the teacher and evaluator will agree on next steps and sign  
1348 documentation that the conference has occurred.

1349 **Step 6: Summative Assessment**

1350 No later than the last day of school or June 15, whichever comes first, the teacher and  
1351 evaluator will meet to discuss the teacher's final summative score. This conference will  
1352 include a review of the evidence gathered including formal and informal observations,  
1353 artifacts with teacher reflection coversheet (Form D), student growth data (Form B),  
1354 professional contributions, impacts on learning, and other ancillary evidence. Multiple  
1355 measures of student growth must be used in the evaluation process and such measure may  
1356 include classroom-based, school-based, District-based and state-based tools.

1357

1358 The final summative score and corresponding recommendation will be recorded on the  
1359 Summative Evaluation Form (Form E).

1360

1361 The teacher will sign two (2) copies of Form E to indicate receipt. This signature does not  
1362 imply that the teacher agrees with its contents but only that he or she has read it. The  
1363 teacher may attach any written comments or rebuttal to the final annual evaluation report  
1364 at any time.

1365

1366 When the evaluator assigns the teacher an overall final summative rating, the evaluator will  
1367 use the evidence as provided by the teacher and/or the evaluator as an explanation for the

1368 rating. When appropriate, a lack of evidence as required in the rubrics may also be used in  
1369 such an explanation.

1370

1371 In the case of a “basic” or “unsatisfactory” rating, the teacher and evaluator shall meet prior  
1372 to the end of the school year or at the beginning of the following school year to determine  
1373 what District support will be offered the teacher and how the teacher will address that  
1374 support. Such support may include, but not be limited to paid inservice training, release  
1375 time to observe colleagues, outside evaluator, assignment of a coach/mentor; additional,  
1376 focused professional development resources, professional growth opportunities, and  
1377 guided growth plans, etc.

1378 If a teacher disagrees with the evaluator’s overall summative performance rating, the  
1379 evaluator’s rating shall be recorded, and the teacher may follow the due-process steps  
1380 already set in the contract.

1381 Multiple measures shall be used as evidence to assess a teacher’s professional performance  
1382 against the instructional frameworks.

1383

1384 Teachers shall not be required or expected to produce all student growth data available or  
1385 all teacher performance evidence available. The focus of the evaluation of the evidence  
1386 gathered by the teacher shall be on the quality of the evidence presented, not on the  
1387 quantity of that evidence.

1388

1389 Any teacher whose performance has been judged unsatisfactory on the *Summative*  
1390 *Evaluation of Practice* document (Form E) may be placed on a program for improvement  
1391 any time after October 15.

1392

#### 1393 **H. Probation (Non-Provisional Employees)**

1394

1395 No teacher shall be placed on probation if he or she has been evaluated by an evaluator  
1396 who has not received, or is not receiving, training in the new (ESSB 5895) evaluation system.

1397 Teachers shall have the right to Association representation at all probationary meetings.

1398

1399 The purpose of the probationary period is to give the teacher an opportunity to  
1400 demonstrate improvements in discrete areas according to the criteria included in the  
1401 evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days  
1402 shall be established. Additional days may be added if deemed necessary to complete a  
1403 program of improvement and to evaluate the probationer’s performance, as long as the  
1404 probationary period is concluded before May 15<sup>th</sup> of the same school year.

1405

1406 The probationary period may, at the discretion of the Superintendent, be extended into the  
1407 following school year if the probationer has five or more years of teaching experience and

1408 has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of Level 2  
1409 (Basic) or less.

1410

1411 The Superintendent shall place on probation any employee whose performance has been  
1412 judged unsatisfactory based on the evaluation criteria, no later than February 1<sup>st</sup> of any  
1413 school year.

1414

1415

1416 Before placing a teacher on probation, the following shall occur:

1417

1418 1. The evaluator shall meet with the employee in an attempt to resolve matters  
1419 relating to performance, before probation is recommended. This conference  
1420 shall be held no later than January 20<sup>th</sup>.

1421

1422 2. If an employee is being considered for probation, the recommendation to the  
1423 Superintendent for probation must be made on or before January 15<sup>th</sup>. The  
1424 evaluator must make a written recommendation of same to the Superintendent.  
1425 A copy of the recommendation for probation must be sent to the employee

1426

1427 3. The Superintendent, or his/her designee, shall review the evaluator's  
1428 recommendation for probation. If the Superintendent or his/her designee  
1429 determines that there is an alternative to probation he/she may continue to  
1430 work with the parties involved.

1431

1432 4. If it is determined by the Superintendent that probation is warranted, then the  
1433 Superintendent shall notify the employee in writing and such notice shall include  
1434 the following provisions:

1435

1436 a. A definition of the problem in terms of deficiencies in discrete areas based  
1437 upon the evaluative criteria.

1438

1439 b. Expectations delineating levels of performance that would constitute  
1440 acceptable performance in the problem areas defined. Once the areas of  
1441 deficiency and the criteria for improvement have been determined, they  
1442 shall not be changed.

1443

1444 c. A specific and reasonable plan of improvement that spells out a course of  
1445 action and time expectations for the employee involved to reach an  
1446 acceptable level of performance in discrete areas in which the employee may  
1447 need improvement, according to the criteria included on the evaluation  
1448 instrument; and

1449  
1450 d. A specific prescription for assistance that spells out courses of action  
1451 whereby the employee shall be assisted, counseled, and tutored to improve  
1452 the level of performance to an acceptable level. Such prescription shall  
1453 include a system for periodic feedback during the probationary period,  
1454 supports provided and funded by the District, and the dates those supports  
1455 will be in place.

1456  
1457 At the request of the probationary employee, release time may be granted in  
1458 order to comply with requirements of the plan of improvement that are  
1459 beyond the usual and customary requirements of the job.  
1460

1461 5. At this time the evaluator shall meet with the employee and, at the employee's  
1462 discretion, a representative of the Association, to go over the plan of  
1463 improvement, both for understanding and to collaborate in making any changes  
1464 that the parties might deem prudent.

1465  
1466 6. During the probationary period, the evaluator shall meet with the staff member  
1467 at least twice monthly to supervise and provide a written evaluation of the staff  
1468 member's performance.

1469  
1470 7. The probationer may request and the evaluator may authorize one (1) additional  
1471 certificated administrator to evaluate the probationer. This administrator may  
1472 be another certificated administrator from within the District or from outside the  
1473 District who is trained in the CEL'S 5D+ framework.

1474  
1475 **ESD Evaluator** - If such request is not granted, at the request of the probationary  
1476 employee an educational service district (ESD) evaluator shall be assigned by the  
1477 ESD to evaluate him or her.

1478 Using the plan of improvement mutually agreed to by the District and the  
1479 Association, the ESD evaluator (or the additional evaluator) will evaluate the

1480 employee based on multiple observations of classroom performance, student  
1481 growth data, professional contributions, impacts on learning, and other evidence  
1482 produced by the employee. This evaluator's findings and conclusions shall then  
1483 be presented to the original evaluator in writing.

1484 During this time the employee will not be transferred from the supervision of the  
1485 original evaluator. The ESD evaluator (or additional evaluator) shall be immune  
1486 from any civil liability that might otherwise be incurred or imposed with regard  
1487 to the good faith performance of such evaluation.

1488  
1489 If a procedural error occurs in the implementation of a program for  
1490 improvement, the error does not invalidate the probationer's plan for  
1491 improvement or evaluation activities unless the error materially affects the  
1492 effectiveness of the plan or the ability to evaluate the probationer's  
1493 performance.

1494  
1495 A teacher who is on a plan of improvement must be removed from probation if  
1496 the evaluator determines s/he has demonstrated improvement in the areas  
1497 described as deficient. The teacher must also be removed if the evaluator  
1498 determines he or she has demonstrated improvement that results in a new  
1499 comprehensive summative evaluation performance rating of level 2 or above for  
1500 a provisional employee or a continuing contract employee with five or fewer  
1501 years of experience, or of level 3 or above for a continuing contract employee  
1502 with more than five years of experience.

1503  
1504 8. Lack of necessary improvement during the established probationary period, as  
1505 specifically documented in writing with notification to the probationer, shall  
1506 constitute grounds for a finding of probable cause for non-renewal of contract or  
1507 discharge.

1508 9. Immediately following the completion of a probationary period that does not  
1509 produce performance changes detailed in the initial notice of deficiencies and  
1510 program for improvement, the teacher may be removed from his or her  
1511 assignment and placed into an alternative assignment for the remainder of the  
1512 school year. This reassignment may not displace another employee nor may it  
1513 adversely affect the probationary teacher's compensation or benefits for the  
1514 remainder of that teacher's contract year. If such reassignment is not possible,  
1515 the district may, at its option, place the teacher on paid leave for the balance of  
1516 his or her contract term.

1517 **Non-Renewal**  
1518



1519 In the event that there is probable cause to non-renew, adversely affect, or discharge a  
1520 teacher, the teacher shall receive written notice and the District will follow the procedures  
1521 specified in Washington Revised Code 28A. 405 et. seq.

1522

1523 **I. Evaluation Results**

1524 Only the final summative evaluation document, along with any comments submitted by the  
1525 teacher, shall be kept in the personnel files.

1526 Evaluation results shall not be:

- 1527 • Shared or published with any teacher-identifying information unless as a  
1528 requirement of statute.
- 1529 • Shared or published without prior notification to the teacher and Association.
- 1530 • Used to determine any type of base or additional compensation.

1531 Evaluations are based on individual teacher performance relative to the CEL'S 5D+  
1532 framework. There shall be no District or building quotas or caps for performance ratings.

1533 **J. Recordkeeping and Notification**

1534 Evaluators shall notify teachers of any evaluation evidence or data collected about them  
1535 within five (5) days of collection. The District shall not limit teacher access to any evaluator  
1536 evidence or data collected by the evaluator in any format, paper or electronic. Teachers  
1537 may view such information upon request.

1538 The use of electronic accounts is optional for the teacher and all data entered into them  
1539 shall be treated as confidential information.

1540 **K. Legislative Impacts / Re-openers**

1541 This Article of the Agreement shall be reopened at the request of either party for the  
1542 purpose of negotiating legislative impacts on the Collective Bargaining Agreement or upon  
1543 mutual agreement of the parties for non-legislative impact reasons.

1544 During the life of the Agreement, at the request of either party, Article X will be reopened  
1545 for negotiations between the parties.

1546 **ARTICLE XI – REDUCTION IN FORCE**

1547 The Board of Directors shall determine the educational program and services for the Tenino  
1548 School District No. 402, based upon the educational goals of the District, financial resources

1549 available for the following school year and staff input. If the Board determines that the  
1550 certificated staff of the District should be reduced for the following school year by reason of  
1551 financial necessity and/or decline in enrollment, the Board will institute the plan below:

1552 A. Determination of Vacant Positions - The District will determine, as accurately as  
1553 possible, the total number of certificated staff known as of April 1 leaving the  
1554 District for reasons of retirement, family transfer, normal resignations, leaves,  
1555 discharge or non-renewal, etc. and these vacancies will be taken into consideration  
1556 in determining the number of available certificated positions for the following school  
1557 year.

1558 B. Employment Categories - The following categories are established to ensure the  
1559 qualification of personnel assigned to retained positions:

1560 1. Elementary (K-5): Non-special education employees certified to teach in  
1561 grades kindergarten through fifth.

1562 2. Secondary (6-12): Non-special education employees certified to teach in  
1563 grades sixth through twelfth.

1564 3. Chapter I/LAP: Employees certified to teach federally or state-funded  
1565 programs pursuant to the qualifications required by those programs.

1566 4. Vocational Programs: Employees vocationally certified to teach designated  
1567 vocational programs. Specialties within this category are Voc-Ag, Home  
1568 Economics, and Business Education.

1569 5. Specialists: Employees certified as librarians, counselors, music teachers,  
1570 nurses, elementary physical education specialists, and secondary physical  
1571 education specialists.

1572 6. Special Education: Employees certified to teach special education.

1573 Throughout these categories, certification, qualification and the holding of majors or minors  
1574 is construed as of the date of the implementation of this procedure.

1575 C. Retention by Category - Employees will be considered for retention in the category  
1576 or specialty appropriate to the position held at the time of implementation of this  
1577 procedure. An employee shall also be considered for retention in additional  
1578 categories if the employee states the desire for such consideration and meets the  
1579 qualifications for that category; provided, that the employee will be considered for  
1580 such additional categories only if he/she does not qualify for retention in the  
1581 category appropriate to the position held at the time of the implementation of this  
1582 procedure and he/she has a college major or minor and/or teaching experience

1583 within the last five years appropriate to the additional category as described above.  
1584 Said teaching experience must have been at least three (3) periods per day in the  
1585 category.

1586 D. Notification – If a reduction in force is being considered, the District shall tender a  
1587 list to the Association and each employee, not later than April 15, which shows the  
1588 rank order of existing employees according to seniority as defined in Section 5A  
1589 below. This list shall show existing employment categories within the District. If an  
1590 employee wishes consideration for retention in a category other than the one  
1591 he/she is working, such employee must notify the superintendent in writing within  
1592 five (5) work days of receipt of the list and state additional categories in which  
1593 he/she wishes consideration and the reasons therefore as outlined in Paragraph C  
1594 herein.

1595 If an employee believes that he/she should be included in additional categories or  
1596 that another employee has been wrongfully included in a category or that an  
1597 employee has not been credited with the proper amount of seniority, the employee  
1598 must notify the superintendent in writing within five (5) workdays of the date upon  
1599 which the Association was tendered the list. Such written notification must allege  
1600 the facts which make the employee's seniority or category incorrect according to the  
1601 criteria contained in paragraphs B and E hereof. Failure to make such timely  
1602 notification shall waive an employee's rights to later challenge the inappropriateness  
1603 of the employee's seniority ranking and categorical placement.

1604 If such notification is given, the facts which make up the alleged improper  
1605 application of paragraphs B and E hereof shall be reviewed by the Association and  
1606 the District in an effort to resolve the matter. Upon the failure to resolve the matter  
1607 within ten (10) workdays after it is taken up by the Association and the District, the  
1608 matter shall be submitted to a neutral third-party arbitrator who shall determine the  
1609 proper application of paragraphs B and E hereof to the facts presented. The decision  
1610 of the arbitrator as to the seniority of the employee and as to the inclusion or  
1611 exclusion of the employee in categories shall be final and binding on the District and  
1612 the employee(s) involved. The Association and the Board shall make a joint request  
1613 to the Superintendent of Public Instruction for a member of his/her staff to act as  
1614 arbitrator. If SPI does not provide this service, the parties shall expedite a request to  
1615 the American Arbitration Association for an arbitrator under AAA rules.

1616 E. Seniority Defined

1617 1. Seniority shall be based on total teaching longevity in Washington State. In  
1618 order to determine the number of years, the District and Association agree  
1619 that a year's credit as determined by the Washington Teachers' Retirement  
1620 System formula shall control. Seniority includes Washington State teaching  
1621 service prior to resignation of leave and excludes substitute service.

- 1622 2. If a tie exists in paragraph 1 above, the employee with the greatest seniority  
 1623 in the Tenino School District shall be recommended for retention.  
 1624 Determination of seniority in this paragraph is defined as in paragraph 1  
 1625 above.
- 1626 3. If there is still a tie, the employee retained shall be the one with the greatest  
 1627 number of college/university credits beyond the BA as computed by the  
 1628 District in accordance with placement on the salary schedule.
- 1629 4. In the event that ties continue to exist, a final selection shall be made by lot,  
 1630 by a disinterested third party.

1631 F. Retention Categories

1632 In the event that there are more qualified employees than available positions in a  
 1633 given category or specialty the following criteria shall be used to determine which  
 1634 employees shall be recommended for retention.

- 1635 1. An employee must be qualified for a position as provided in this procedure.
- 1636 2. An employee retained shall be the most senior employee available in the  
 1637 category or specialty.
- 1638 3. In case the District must locate an employee for retention or recall with  
 1639 unique qualifications, the District may retain, or recall said employee  
 1640 provided that no employee with more seniority qualifies for said position.
- 1641 4. The District shall have the right to assign and transfer employees during the  
 1642 implementation of this procedure to positions for which they qualify.
- 1643 5. The District shall not partially layoff an employee. Employees will not be  
 1644 offered recall to less than full-time employment until all more senior  
 1645 employees in the appropriate employment category have been employed on  
 1646 a full-time basis. An employee shall have the right to refuse recall to a part-  
 1647 time position without losing recall rights.
- 1648 6. The list of proposed retention and lay-off shall be delivered to the  
 1649 Association and all employees by May 15th of the year that this procedure is  
 1650 being implemented.

1651 G. Employment Pool

- 1652 1. All certificated employees who are not recommended for retention in  
 1653 accordance with these procedures shall be terminated from employment and

1654 placed in an employment pool for possible employment for a period of two  
1655 (2) years. Employment pool personnel will be given the opportunity to fill  
1656 open positions within the categories or specialties identified for which they  
1657 are qualified. If more than one such employee is qualified for an open  
1658 position, the criteria as set forth in Article VI Section F shall be applied to  
1659 determine who shall be offered such position.

1660 2. It shall be the responsibility of each employee placed in the employment  
1661 pool to notify the superintendent of his/her current mailing address.

1662 3. When a vacancy occurs for which person(s) in the employment pool qualify,  
1663 notification from the school district to such individual(s) will be by certified  
1664 mail to the address last given by the employee or by personal delivery. Such  
1665 individual(s) will have five (5) calendar days from the receipt of the letter to  
1666 accept the position.

1667 Teachers notified by certified mail to last known address shall accept or  
1668 reject the recall within five (5) working days of notification and be available  
1669 for work within ten (10) working days of recall. If the first offer is rejected,  
1670 the teacher will be held on the recall list and offered a second assignment if  
1671 he/she is the most senior qualified employee. Following the notification  
1672 procedure as listed above, if the teacher rejects the second assignment,  
1673 he/she shall be dropped from the list and loses all rights for re-employment.

1674 4. The District will utilize employment pool personnel as substitutes on a first  
1675 priority basis.

1676 5. An employee on authorized leave at the time a reduction in force is  
1677 implemented will be reinstated upon return from leave if he/she would not  
1678 have been affected by the lay-off and will be laid off upon return from leave  
1679 if he/she would have been affected by the lay-off. An employee who has  
1680 been laid off may, upon written application, be placed on leave for up to one  
1681 (1) year while on lay-off. Such employee shall be placed in the employment  
1682 pool during the period of the leave. The period while on leave shall not count  
1683 toward the two-year period specified in Section 7 A above.

1684 **ARTICLE XII – ECONOMIC PROVISIONS**

1685 **SECTION 1 – STATE ALLOCATION MODEL**

1686 A. The salary schedule is contained in Appendix C.

1687 B. Salary Schedule Provisions

1688 1a. Credits and Transcripts

1689 The position of employees on the salary schedule will be determined by  
1690 years of certificated experience, education and clock hours.

1691 A request for reclassification must be made by September 1<sup>st</sup> with  
1692 TRANSCRIPTS AND/OR PROOF OF CREDITS EARNED AND CERTIFICATES ON  
1693 FILE BY September 30 IN ORDER TO BE CONSIDERED FOR HIGHER  
1694 CLASSIFICATION. It is the responsibility of the employee to keep his/her  
1695 transcripts on file and up to date.

1696 b. Clock Hours

1697 Clock hours shall be counted for advancement on the salary schedule with a  
1698 ratio of ten (10) clock hours to one (1) credit hour.

1699 If the clock hours result in a request for reclassification, employees must  
1700 provide documentation of earned clock hours to the district on or before  
1701 September 30 in order to be considered for higher reclassification.

1702 A clock hour transcript can be obtained by registering all clock hours using  
1703 the District approved record keeping system.

1704 2. A contract is not valid if a teacher does not possess credentials by the State  
1705 of Washington.

1706 3. It is the negotiation intent of the parties that the agreements herein be in  
1707 compliance with applicable state laws and regulations.

1708 4. If the district or any of its officials would be in violation of state law or would  
1709 incur any penalty or decrease in state support as a result of the  
1710 compensation and benefits provided herein, the excess compensation  
1711 and/or benefits provided shall be reduced to the maximum amount legally  
1712 allowable without the district or its officials incurring any penalty or  
1713 reduction in support. Any required reduction in compensation shall be made  
1714 on a pro rata basis among all certificated employees who receive an increase  
1715 in compensation under collective bargaining agreements or other contracts  
1716 entered into on or after the effective dates in Chapter 16, Laws of 1981.

1717 SECTION 2 – CO-CURRICULAR DUTY

1718 Co-curricular assignments are issued for one (1) year with no guarantee of continuance and  
1719 shall be consistent with statutory provisions.

1720 • Prior to September 15<sup>th</sup> of each school year each school will notify employees of all co-

- 1721 curricular opportunities for the year.
- 1722 • Employees interested in a co-curricular position will notify the building administrator in  
1723 writing or email by September 20<sup>th</sup> of the year.
- 1724 • If more than one employee expresses an interest in a position, the building principal will  
1725 select the employee whose experience and skill best meets the needs of the program.
- 1726 • Employees will be paid for the co-curricular duty in accordance to the schedule in  
1727 Appendix D.

1728 **SECTION 3 – SUPPLEMENTAL CONTRACTS**

- 1729 Supplemental Contracts - There shall be a supplemental contract for additional time and  
1730 days, specified extracurricular and supplemental assignments as herein provided.
- 1731 Appointments to extracurricular, special and supplemental assignments shall be for one (1)  
1732 year and shall be consistent with statutory provisions.

1733 **SECTION 4 – INSURANCE BENEFITS**

- 1734 A. Retiree Subsidy: The district will pay the entire retirement subsidy for the TEA.
- 1735 B. Medical insurance: In addition to the state insurance appropriation for certified  
1736 employees, per our prior agreement, the District shall contribute \$ 70,000 to the  
1737 insurance pool prorated September 1, 2018 through December 31, 2019. Beginning  
1738 January 1, 2020, the District contribution to the insurance pool will cease.
- 1739
- 1740 C. The District shall provide the state insurance appropriation per full-time (1.0 FTE)  
1741 employee, per month, toward the payment of premiums for approved insurance  
1742 plans. Less than 1.0 FTE employees shall receive their FTE share of the appropriation  
1743 per month. The allocated amount includes the District's full payment of the dental  
1744 insurance program. Beginning January 1, 2020, the District shall provide the state  
1745 insurance appropriation in accordance with the School Employee Benefits Board  
1746 (SEBB) requirements.
- 1747 Changes will reflect the amount provided by the legislature for this purpose as per  
1748 past practice.
- 1749 D. Employees shall be eligible to enroll in insurance programs only during the month of  
1750 September unless the SEBB dictates different eligibility timelines; however, new  
1751 employees may enroll within 30 days of their initial employment.
- 1752 E. To gain maximum utilization of the state insurance appropriation for Association  
1753 members, the District agrees that by November 1st, of each year, an analysis of  
1754 employee insurance plan enrollment shall be made by the District and the  
1755 Association bargaining team. If this analysis shows that said appropriation is not fully  
1756 expended by the FTE maximum to employees whose insurance premiums exceed  
1757 the state allotment per month, said pool funds shall be utilized by pro rata

1758 distribution to all employees in need of further funds until all premiums for current  
1759 enrollments are fully paid or the pool is exhausted. This section will be null and void  
1760 beginning January 1, 2020.

1761 F. Upon an annual affirmative vote by the bargaining unit, TEA members with an  
1762 excess of one hundred and eighty (180) days may contribute to a VEBA III annual sick  
1763 leave buyout. The TEA will inform the District of the outcome of the vote by no later  
1764 than September 15 of each year. A retirement VEBA III plan would also be available  
1765 to retiring members.

1766 Should changes to the SEBB occur this section may be reopened upon mutual agreement of  
1767 the Association and the District.

1768 **SECTION 5 – PAYROLL DEDUCTIONS**

1769 Funds shall be withheld from the earnings of employees in accordance with federal or state  
1770 laws and regulations for the purpose of income tax provision, social security taxes, and  
1771 retirement and industrial accident medical premiums. Funds so withheld will be transmitted  
1772 to the appropriate governmental agency in accordance with agency datelines.

1773 Employees may authorize the District through written authorization to deduct funds from  
1774 their earnings for the payment of mutually agreed upon insurance program premiums,  
1775 payment to financial institutions, and Association dues and representation fees where  
1776 applicable. The District and the Association will enter into an annual letter of agreement  
1777 that lists the programs that have been mutually agreed upon. Said letter will be provided  
1778 annually to each employee on or before the first employee-reporting day.

1779 **SECTION 6 – WORKER’S COMPENSATION**

1780

1781 The employer agrees to insure all regular full-time certificated employees as required under  
1782 RCW Chapter 51, the Washington State Industrial Insurance Act (worker's compensation).  
1783 Furthermore, the Employer agrees to the following:

1784

1785 A. The employee shall file an application for worker's compensation in accordance with  
1786 state law for a period of absence from work due to injury or occupational disease  
1787 resulting from employment.

1788

1789 B. An employee may elect to receive only time lost compensation rather than utilize  
1790 any available sick leave credits. The employee shall make such option known to the  
1791 Employer.

1792 C. Should an employee elect to receive both time loss compensation and paid sick  
1793 leave, sick leave credits may be used only to the following extent: total number of  
1794 hours which would have been charged to sick leave, minus the number of hours as



1795 regular salary for which payment was made by the worker's compensation fund.

1796 D. Should any employee apply for time loss compensation and the claim is then later  
1797 denied, sick leave may be used for the absence in accordance with other provisions  
1798 of this section.

1799 E. Until eligibility for worker's compensation is determined by the Department of Labor  
1800 and Industries, the Employer may pay full sick leave, provided that the employee  
1801 shall return any subsequent overpayment to the Employer.

1802 **SECTION 7 – TRAVEL ALLOWANCE**

1803 Employees shall be reimbursed at the current state rate for the use of their personal  
1804 automobile in trips approved by the District. Such trips must have prior approval by the  
1805 District and personal automobiles will not be used when appropriate District vehicles are  
1806 available for use.

1807 **SECTION 8 – ADDITIONAL EMPLOYEE WORKDAYS**

1808 Certificated Employees' First Day - The District shall determine the first student day and the  
1809 date for the employees' first day.

1810 **For the 2019/2020 School Year**

1811 It is agreed that employees shall work additional days beyond the 180-day base contract; six  
1812 (6) days and four (4) hours for the 2019/2020 school year. Payment for work on these days  
1813 will be calculated on the per diem rate of pay, as identified in Article VI, Section 6 C and paid  
1814 over twelve (12) months. Employees shall sign a supplemental contract agreeing to work  
1815 the additional days. This supplemental contract will be presented at the beginning of the  
1816 school year. Each employee will sign in during scheduled days/time or provide  
1817 documentation to supervisor for the additional days.

1818 The schedule for extra days and time is as follows:

- 1819 • Three (3) District directed days week before School (8/27, 8/28, and 8/29/2019)
- 1820 • One (1) [professional development day immediately prior to first day of school  
1821 (9/3/2019)
- 1822 • 4 Hours for classroom set up prior to first day of school
- 1823 • 1 Flex Day (7.5 hours) for District approved professional development and  
1824 District pre-approved program work.
- 1825 • District professional development day October 11, 2019.

1826 **For the 2020/2021 School Year**

1827 It is agreed that employees shall work additional days beyond the 180-day base contract;

1828 seven (7) days and four (4) hours for the 2020/2021 school year. Payment for work on these  
1829 days will be calculated on the per diem rate of pay, as identified in Article VI, Section 6 C  
1830 and paid over twelve (12) months. Employees shall sign a supplemental contract agreeing to  
1831 work the additional days. This supplemental contract will be presented at the beginning of  
1832 the school year. Each employee will sign in during scheduled days/time or provide  
1833 documentation to supervisor for the additional days.

1834 The schedule for extra days and time is as follows:

- 1835 • Three (3) District directed days week before School (8/25, 8/26, and  
1836 8/27/2020)
- 1837 • One (1) State Professional Day immediately prior to first day of school  
1838 (9/8/2020)
- 1839 • 4 Hours for classroom set up prior to first day of school
- 1840 • One (1) professional development day in October 2020 the exact date is TBD  
1841 by the District
- 1842 • Two (2) Flex Days (15 hours) for District approved professional development  
1843 and District pre-approved program work.  
1844

1845 It is recognized by the parties that the funding for the described extra day/time  
1846 opportunities is not supported by the state's funding of basic education and that the  
1847 district's ability to fund these extra day/time opportunities is dependent not only on  
1848 levy passage, but also on other restrictions the legislature may place on the general  
1849 funding of school districts. Therefore, in the event of a double levy loss and/or a  
1850 significant change in state funding that impacts the district's ability to fund these extra  
1851 day/time opportunities, any of the extra day/time opportunities described above that  
1852 fall after a double levy loss or after a significant change in state funding that impacts the  
1853 district's ability to fund those opportunities will be void and subject to reopened  
1854 bargaining.

1855 **SECTION 9 – DISTRICT DIRECTED ACTIVITIES**

1856 The District may establish committees/activities to work on building and/or District goals or  
1857 special projects. These committees/activities may include but not be limited to: RTI, MDT,  
1858 Section 504, curriculum adoption, etc. If certificated staff choose to serve on these  
1859 committees, and such committees meet outside of the workday, those certificated  
1860 employees will be compensated at per diem up to \$37.00 per hour rate. Payment for  
1861 District Directed activities will be made monthly based on documented log sheets.

1862 **SECTION 10—WORK YEAR**

1863 The total length of the regular employees' work year shall be one hundred and eighty (180)  
1864 days, plus any days approved and funded by the State Legislature.

1865 **SECTION 11—EMPLOYEES ADMITTED TO ACTIVITIES**

1866 Employees wearing proper District identification will be admitted free of charge to district  
1867 activities. It is the understanding of the Association and the District that said employees will  
1868 take appropriate steps in the event that their assistance is required

1869 **ARTICLE XIII – GRIEVANCE PROCEDURE**

1870 Grievance Form Appendix: Appendix F

1871 A. A grievance is defined as an alleged violation of a specific term of this Agreement or  
1872 a dispute regarding an interpretation of the Agreement. A Board policy in direct  
1873 conflict with a specific term of this Agreement is grievable if the policy is an alleged  
1874 violation of a specific term of this Agreement or a dispute regarding an  
1875 interpretation of the Agreement. A grievance shall be only for an act or event which  
1876 actually occurred.

1877 B. A grievant is defined as an employee or a group of employees or the Association  
1878 covered by this Agreement, with an alleged grievance.

1879 C. Contents of the Grievance - During each step where a grievance is reduced to  
1880 writing, the written statement shall clearly specify:

1881 1. The specific section of the Agreement allegedly violated.

1882 2. When this alleged violation occurred.

1883 3. In what way there has been a violation, misinterpretation or misapplication  
1884 of this Agreement.

1885 4. The results of the previous step in the grievance procedure and why such  
1886 results were unsatisfactory.

1887 5. The name of the aggrieved person, the manner in which he has been injured  
1888 and the proposed remedy or remedies for resolution of the grievance.

1889 D. All days referred to in this section shall mean calendar days except during the  
1890 summer when days shall mean Monday through Friday, excluding holidays and  
1891 school breaks.

1892 E. Association Representation - The Association will appoint grievance representatives.  
1893 The Association grievance committee will consist of the grievance representative(s)  
1894 and the Executive board of the Association. At least one (1) grievance representative  
1895 will be present for any grievance meeting, hearing, appeal or other proceedings held  
1896 between the parties to a grievance which has been formally filed. Nothing herein  
1897 contained will be construed as limiting the right of any employee having a grievance  
1898 adjusted without the intervention of the Association, provided the Association has  
1899 been notified and the adjustment is not inconsistent with the terms of this  
1900 Agreement.

1901 **STEP ONE – INFORMAL/FORMAL**

1902 Not more than twenty (20) calendar days after the grievant knew or should reasonably have  
1903 known of an action or lack of action which is the basis of a grievance; the grievant shall have  
1904 completed steps A and B below:

1905 **INFORMAL LEVEL**

1906 A. Discuss the grievance with his/her building principal or immediate supervisor. Every  
1907 effort shall be made to resolve the grievance at this level in an informal manner.

1908 **FORMAL LEVEL**

1909 20 DAYS B. On or before the twentieth (20th) calendar day, file a formal grievance  
1910 with his/her immediate supervisor. The immediate supervisor and the  
1911 employee shall attempt to resolve the grievance at this level as expeditiously  
1912 as possible.

1913 **5 DAYS RESPONSE FROM IMMEDIATE SUPERVISOR**

1914 Within five (5) calendar days after receipt of a formal grievance, the  
1915 immediate supervisor shall render a written decision in the matter, including  
1916 a record of the findings of his/her investigation.

1917 **STEP TWO - SUPERINTENDENT LEVEL**

1918 5 DAYS If no mutually agreeable decision is reached as a result of Step 1, the grievant  
1919 may FILE the grievance directly with the superintendent. This appeal must be  
1920 filed within five (5) days of the grievant receipt of the Step 1 decision. If the  
1921 Step 1 decision is not received by the grievant on a timely basis, the  
1922 grievance will automatically proceed to Step 2. If the grievant DOES NOT  
1923 APPEAL the grievance to the superintendent WITHIN THOSE Five (5) DAYS  
1924 after failing to achieve satisfaction at Step 1, the grievance is automatically  
1925 waived.

1926 10 DAYS WITHIN TEN (10) calendar DAYS of receipt of the grievance, the  
1927 superintendent or his/her designee shall confer with the grievant in an effort  
1928 to reach a mutually satisfactory solution.

1929 5 DAYS WITHIN FIVE (5) DAYS after the conference, the superintendent, or his/her  
1930 designee, shall render a written decision on this matter.

1931 STEP THREE - BOARD OF DIRECTORS

1932 In the event the grievant is not satisfied with the results of Step 2, he/she may ask the  
1933 Association to request a meeting with the Board of Directors through the superintendent.

1934 5 DAYS If the Association/grievant DOES NOT APPEAL THE GRIEVANCE TO THE  
1935 BOARD WITHIN FIVE (5) DAYS of the receipt of the Step 2 decision, the  
1936 grievance will be automatically waived.

1937 12 DAYS The Board of Directors shall WITHIN TWELVE (12) DAYS, of the receipt of the  
1938 request, confer with the grievant and/or representatives of the Association  
1939 to hear the grievance and attempt to reach a satisfactory solution.

1940 5 DAYS The Board shall provide its WRITTEN DECISION WITHIN FIVE (5) DAYS AFTER  
1941 this conference.

1942 STEP FOUR - ARBITRATION

1943 20 DAYS  
1944 If the grievance is not resolved at Step 3 the Association, at its sole  
1945 discretion, may advance any grievance to final and binding arbitration within  
1946 twenty (20) days of receipt of the Step 3 response. The arbitrator shall be  
1947 selected from a list provided by the Federal Mediation & Conciliation Service  
1948 or the American Arbitration Association. The parties shall separately rank and  
1949 strike the names of arbitrators on the list and return their list to the  
1950 appropriate agency for final arbitrator selection. Hearings shall be conducted  
1951 in accordance with the rules of the agency that was selected.

1952 Arbitration Costs - Each party shall bear its own costs of arbitration except that the fees and  
1953 charges of the arbitrator, if any, shall be shared equally by the parties.

1954 Jurisdiction of the Arbitrator - The arbitrator shall have no power to alter, add to, or  
1955 subtract from, the terms of this Agreement. The arbitrator shall confine his inquiry and  
1956 decision to the specific area of the contract as cited in the grievance form.

1957 Non-renewal, dismissal, adverse effect, matters relating to evaluation and the placement of  
1958 employees on probation and reduction in force shall be grievable, only through

1959 commencing with Step 3 of the grievance procedure and such grievances shall pertain solely  
1960 to alleged procedural violations of the contract. Following Step 3, non-renewal, dismissal,  
1961 adverse effect, evaluation, probation and reduction-in-force matters shall be governed and  
1962 controlled by the rights, procedures and remedies afforded by statute.

1963 Time Limits - The time limits provided in this Article shall be strictly observed unless  
1964 extended by written agreement of the parties. Failure of the grievant to proceed with  
1965 his/her grievance within the time hereinbefore provided shall result in the dismissal of the  
1966 grievance.

1967 Failure of the Board or its representatives to take the required action within the times  
1968 provided shall entitle the grievant to proceed to the next step on the grievance procedure.

1969 **ARTICLE XIV – AGREEMENT ADMINISTRATION**

1970 **SECTION 1 – ENTIRE AGREEMENT**

1971 This Agreement expressed in writing constitutes the entire Agreement between the parties  
1972 and no oral statement shall add to or supersede any of its provisions.

1973 This Agreement shall supersede any rules, regulations, procedures or practices of the  
1974 District which are contrary to, or inconsistent with, its terms.

1975 This Agreement may be reopened for amendment only by mutual consent of the parties.  
1976 Requests for such amendment by either party must be in writing and must include a  
1977 summary of the proposed amendment.

1978 **SECTION 2 – CONFORMITY TO LAW**

1979 The Employer and the Association agree that this contract shall be binding on both parties  
1980 except that if any section or provision is, or shall be, contrary to law, then such sections or  
1981 provisions shall not be applicable, performed or enforced, except to the extent permitted  
1982 by law. The remainder of this contract shall not be affected thereby and the Employer and  
1983 the Association shall thereafter enter into negotiations for the purpose of attempting to  
1984 arrive at a mutually

1985 **SECTION 3 – DISTRIBUTION OF AGREEMENT**

1986 Within thirty (30) days following ratification and signing of this Agreement, the Employer  
1987 shall electronically distribute PDF copies to all employees, completed revised copies of this  
1988 Agreement. Ten (10) print copies per year shall be provided to the Association. All  
1989 employees new to the District shall be provided their choice of an\_electronic or print\_copy of  
1990 the Agreement by the Employer upon issuance of their individual contracts and such  
1991 agreement shall be available to all applicants for employee positions. Copies of the

1992 agreement will be posted on the District web site.

1993 **SECTION 4 – AGREEMENT ADMINISTRATION**

1994 In order to establish an orderly procedure for the review of matters conveyed by this  
1995 Agreement and the general employee/employer relations, there is hereby established a  
1996 formal and permanent joint Association/Employer committee, consisting of four (4)  
1997 Association representatives appointed by the Association and four (4) Employer  
1998 representatives appointed by the Employer. This committee will be responsible for all  
1999 matters appropriate for resolution between the Association and the Employer.

2000 Meetings of the Association/Employer committee will be scheduled on a bi-monthly basis.  
2001 At the discretion of either party, additional meetings shall be scheduled at a mutually  
2002 agreeable time, but not later than three (3) working days from the date the request is  
2003 made. Such requests will be in writing and will contain the items of concern.

2004 An Association representative shall serve and preside as chairperson of the first meeting;  
2005 thereafter, the chairperson will alternate between the Association and the Employer.

2006 **ARTICLE XV – MANAGEMENT RIGHTS**

2007 All rights of the Board of Education acting either directly or through its administrative  
2008 employees, except as specifically surrendered or limited by the provisions of this contract,  
2009 the management or operations of the District and the direction of employees, are vested  
2010 exclusively in the District. The District's rights include, but are not limited to, the following:

2011 A. Hiring, assigning, promoting, supervising, adversely affecting, discharging or non-  
2012 renewing employees in accordance with requirements of the law.

2013 B. Determining educational needs, school curriculum, and the District's priorities, all  
2014 consistent with provisions applicable to the law.

2015 C. Obligating District funds.

2016 D. Establishing the organization, number of positions and the positions required in the  
2017 District.

2018 E. Directing the work of all employees.

2019 F. Responding to emergencies of whatever nature.

2020 **ARTICLE XVI DURATION**

2021 The effective dates of this Agreement shall be from September 1, 2018 to August 31, 2019.

2022 In the case that a contract has not been approved by either party, the existing contract will  
2023 continue but will not supersede said legislative action.

2024 The desire of either party to negotiate a successor Agreement shall be made no later than  
2025 April 1, 2019.

2026 This contract will be reopened for negotiations only for a mutually agreed agenda.

2027 **SIGNATORY**

2028 The above articles and sections of this collective bargaining agreement are hereby agreed to  
2029 and formally executed:

2030 FOR THE BOARD:

FOR THE ASSOCIATION:

2031

2032 \_\_\_\_\_

\_\_\_\_\_

2033 DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

2034

2035



2036 **APPENDIX A—EVALUATION CRITERIA - TEACHERS**

2037 **WAC 392-191A-060 Minimum evaluation criteria—Certificated classroom teachers**

2038 The following are the minimum evaluation criteria and accompanying descriptors for  
2039 certificated classroom teachers:

2040 1. Centering instruction on high expectations for student achievement. The related  
2041 descriptor is: Expectations; the teacher communicates high expectations for student  
2042 learning.

2043

2044 2. Demonstrating effective teaching practices. The related descriptor is: Instruction; the  
2045 teacher uses research-based instructional practices to meet the needs of all students.

2046

2047 3. Recognizing individual student learning needs and developing strategies to address  
2048 those needs. The related descriptor is: Differentiation; the teacher acquires and uses  
2049 specific knowledge about students' cultural, individual, intellectual and social  
2050 development and uses that knowledge to adjust their practice by employing strategies  
2051 that advance student learning. Student growth data must be a substantial factor utilizing  
2052 the approved student growth rubrics.

2053

2054 4. Providing clear and intentional focus on subject matter content and curriculum. The  
2055 related descriptor is: Content knowledge; the teacher uses content area knowledge,  
2056 learning standards, appropriate pedagogy and resources to design and deliver curricula  
2057 and instruction to impact student learning.

2058

2059 5. Fostering and managing a safe, positive learning environment. The related descriptor is:  
2060 Learning environment; the teacher fosters and manages a safe and inclusive learning  
2061 environment that takes into account: Physical, emotional, and intellectual well-being of  
2062 students.

2063

2064 6. Using multiple student data elements to modify instruction and improve student  
2065 learning. The related descriptor is: Assessment; the teacher uses multiple data elements  
2066 (both formative and summative) to plan, inform and adjust instruction, and evaluate  
2067 student learning. Student growth data must be a substantial factor utilizing the OSPI  
2068 approved student growth rubrics.

2069

2070 7. Communicating and collaborating with parents and school community. The related  
2071 descriptor is: Families and community; the teacher communicates and collaborates with  
2072 students, families and all educational stakeholders in an ethical and professional  
2073 manner to promote student learning.

2074

2075 8. Exhibiting collaborative and collegial practices focused on improving instructional  
2076 practice and student learning. The related descriptor is: Professional practice; the  
2077 teacher participates collaboratively in the educational community to improve  
2078 instruction, advance the knowledge and practice of teaching as a profession, and  
2079 ultimately impact student learning. Student growth data must be a substantial factor  
2080 utilizing the OSPI approved student growth rubrics.

2081

2082 **The following are examples of some items that may be used in the evaluation process.**  
2083 **Others may be added later:**

2084

2085 **Artifacts** such as lesson plans, IEPs, portfolios, newsletters, videos of practice, learning  
2086 objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC  
2087 notes, data analysis, discipline referrals, posted routines, posted rules and goals, case  
2088 studies of student progress, analysis of student work over time, classroom observation  
2089 of evidence of student learning.

2090

2091 Teachers shall not be required to create artifacts specifically for the evaluation system.  
2092 Additionally, tools or forms used in the evaluation process may be considered as  
2093 artifacts.

2094

2095 **Professional Contributions** such as curriculum development, leading professional  
2096 activities, participating in professional development, setting professional goals,  
2097 participating in PLCs, use of exemplars, family engagement, parent communications,  
2098 peer assistance and review, mentoring and support to others, coaching, leadership  
2099 roles, etc.

2100

2101 Communications with parents may include, but are not limited to, phone calls, emails,  
2102 grade reports, progress reports, conferences, etc.

2103

2104 **Impacts on Learning** such as student work samples and learning goals; district, school,  
2105 and classroom assessment of students; student portfolios, both formative and  
2106 summative student growth data, student projects, data walls, etc.

2107

2108

**EVALUATION CRITERIA - COUNSELOR**

2109

1. Personal Characteristics

2110

a. Is alert and enthusiastic.

2111

b. Is professionally ethical.

2112

c. Is professionally involved.

2113

d. Is self-motivated.

2114

e. Has self-insight and self-understanding.

2115

f. Feels a sense of adequacy and worth.

2116

g. Is emotionally balanced.

2117

h. Relates easily to others.

2118

i. Is genuine.

2119

2120

2. Relationship with Pupils

2121

a. Is sensitive to youth.

2122

b. Demonstrates the willingness to accept and work with all counselors.

2123

c. Helps counselee relate, analyze, synthesize, and integrate his/her own

2124

characteristics, goals, and values to promote making responsible decisions.

2125

d. Allows and expects counselee to accept responsibility for decision-making

2126

and possible consequences.

2127

e. Demonstrates that primary responsibility is to the counselee.

2128

f. Motivates students to seek counseling.

2129

g. Has rapport with students.

2130

h. Is a facilitating agent.

2131

i. Respects the dignity and worth of the individual.

2132

j. Has a facilitative image among students.

2133

k. Helps pupils with personal as well as educational and vocational problems.

2134

1. Demonstrates understanding of the basic principles of human growth and

2135

development.

2136

m. Demonstrates awareness of personal and professional limitations and has

2137

ability and knowledge to make appropriate referrals.

2138

2139

3. Individual Assessment

2140

a. Demonstrates ability to synthesize and integrate testing and non-testing

2141

data.

2142

b. Demonstrates the ability to administer or to prepare others to administer

2143

district tests.

2144

c. Is aware of test limitations and practical applications.

- 2145 d. Demonstrates ability to obtain needed appropriate comprehensive testing  
2146 and non- testing data.
- 2147 e. Demonstrates familiarity with local school district policies relevant to class  
2148 placement.
- 2149 f. Demonstrates ability to cooperate with parents, staff and students regarding  
2150 placement of students.  
2151
- 2152 4. Relationship with Parents
- 2153 a. Is sensitive to parents.
- 2154 b. Is cooperative with parents.
- 2155 c. Attends to parental referrals.
- 2156 d. Is available to parents.
- 2157 e. Has a professional image among parents.
- 2158 f. Provides parents with an opportunity to be heard.
- 2159 g. Is conscientious in following through with parents.  
2160
- 2161 5. Relationship with Teachers
- 2162 a. Is sensitive to the role of the teacher.
- 2163 b. Communicates easily with teachers.
- 2164 c. Is a facilitating agent with teachers.
- 2165 d. Is aware of the emotional demands of teaching.
- 2166 e. Is receptive to teachers.
- 2167 f. Has good rapport with instructional staff.
- 2168 g. Attends to teacher referrals.  
2169
- 2170 6. Relationships with Administrators.
- 2171 a. Is sensitive to the role of the administrator.
- 2172 b. Has a professional rationale for his counseling approach.
- 2173 c. Meets with the administrator regarding program development.
- 2174 d. Communicates easily and effectively.
- 2175 e. Functions effectively as a resource consultant.
- 2176 f. Attends to administrative referrals.
- 2177 g. Functions in a well-organized manner.  
2178
- 2179 7. Professional Attitude and Activities
- 2180 a. Is aware of research relevant to counseling.
- 2181 b. Demonstrates ability to conduct, use, and interpret research pertinent to  
2182 counseling.

- 2183 c. Is sensitive to research findings.
- 2184 d. Contributes to the profession.
- 2185 e. Periodically evaluates own counseling skills.
- 2186 f. Is aware of the art and science of counseling.
- 2187 g. Has a professional balance between theory and practice.
- 2188 h. Is professionally enthusiastic regarding his/her function.
- 2189 i. Is perceptive of the counselor's professional role.

2190

2191 8. Consultation and Coordination

- 2192 a. Consults with members of the pupil personnel services staff to serve the
- 2193 general developmental needs of students.
- 2194 b. Works with staff in planning and developing instructional strategies and
- 2195 curricular program.
- 2196 c. Demonstrates ability to utilize case conferencing and staffing.
- 2197 d. Assists teachers in the integration of appropriate counseling and guidance
- 2198 services into the classroom.

2199

2200

**EVALUATION CRITERIA - LIBRARIAN**

2201 1. Media Role.

- 2202 a. Selects media and equipment consistent with the District's selection policy
- 2203 and appropriate to the curriculum.
- 2204 b. Selects a balance of media to meet a variety of learning styles and teaching
- 2205 strategies.
- 2206 c. Maintains a well-organized learning resource center for effective use of
- 2207 media.
- 2208 d. Provides maintenance for materials and equipment.
- 2209 e. Develops and implements a program for the integration of materials and
- 2210 equipment into the learning experience.
- 2211 f. Identifies needs for locally produced materials.
- 2212 g. Relates services from the District level to meet building instructional needs.

2213 2. Program Planning.

- 2214 a. Creates a welcoming and comfortable atmosphere for students and teachers
- 2215 in the Learning Resources Center.
- 2216 b. Directs aides, volunteers and student help with efficiency and understanding.
- 2217 c. Develops program objectives and works toward their achievement.

2218 3. Teaching.

- 2219 a. Utilizes teaching techniques which are consistent with the selected
- 2220 objectives. Such techniques will:

- 2221 (1) make provision for differences in ability among students;
- 2222 (2) provide for the previous knowledge, abilities, and interests of the
- 2223 class;
- 2224 (3) make effective use of instructional equipment, materials, and
- 2225 resource personnel;
- 2226 (4) provide a variety of activities in keeping with the maturity and
- 2227 attention span of the students;
- 2228 (5) implement lesson plans but permit flexibility.
- 2229 b. Gives explanations, assignments, and directions clearly.
- 2230 c. Makes reasonable and appropriate assignments.
- 2231 d. Motivates students to develop acceptable work habits and study skills.
- 2232 e. Helps students to develop acceptable work habits and study skills.
- 2233 f. Evaluates daily lessons and units of study by assessing student achievement
- 2234 of objectives.
- 2235 g. Provides guidance and assistance for students.
- 2236 4. Library Management and Discipline.
- 2237 a. Establishes and maintains order and discipline in the library including:
- 2238 (1) quiet when appropriate;
- 2239 (2) attention to the librarian when instruction is being given;
- 2240 (3) students conforming to established rules.
- 2241 b. Shows consistency and fairness in dealing with student behavior.
- 2242 c. Disciplines students in a firm but controlled manner.
- 2243 d. Encourages students to develop courtesy, self-control, respect, and
- 2244 responsibility.
- 2245 e. Enlists the assistance of counselors, vice-principal, principal and other
- 2246 supportive personnel when appropriate.
- 2247 f. Assists in maintaining control and enforcing rules throughout the school.
- 2248 5. Pupil – Librarian Relations.
- 2249 a. Develops rapport with the student as an individual in a professional manner.
- 2250 b. Deals with personal information and communication in an ethical manner.
- 2251 6. Personal Qualities.
- 2252 a. Meets responsibilities in a punctual and reliable manner.
- 2253 b. Maintains a professional relationship with colleagues, administrators, and
- 2254 parents.
- 2255 c. Accepts a fair share of extra-curricular activities.
- 2256

2257  
2258

**APPENDIX B (See Article X)**

2259  
2260

**EVALUATION REPORT (COUNSELOR)**

2261

Type of Evaluation

2262

NAME \_\_\_\_\_

\_\_\_\_\_ Annual

2263

2264

SCHOOL \_\_\_\_\_

\_\_\_\_\_ 90-Day

2265

2266

TEACHING ASSIGNMENT \_\_\_\_\_

\_\_\_\_\_ Other

2267

(If less than full time specify)

2268

2269

It is my judgment, based upon adopted criteria, this teacher's overall performance has

2270

2271

been \_\_\_\_\_ during the evaluation period.

2272

(satisfactory or unsatisfactory)

2273

2274

\_\_\_\_\_  
(Principal's Signature)

2275

2276

2277

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

2278

2279

CRITERIA  (Refer to list of adopted criteria)	STRENGTHS; WEAKNESS; SUGGESTIONS FOR IMPROVEMENT (Comments must be made in each category)
PERSONAL CHARACTERISTICS	
RELATIONSHIP WITH PUPILS	
INDIVIDUAL ASSESSMENT	
RELATIONSHIP WITH PARENTS	
RELATIONSHIP WITH TEACHERS	
RELATIONSHIP WITH ADMINISTRATORS	
PROFESSIONAL ATTITUDES AND ACTIVITIES	
CONSULTATION AND COORDINATION	

2280

2281

**ADDITIONAL COMMENTS**

2282

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

2283

2284

2285

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

2286

2287  
2288  
2289  
2290  
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**EVALUATION REPORT (LIBRARIAN)**

Type of Evaluation

NAME \_\_\_\_\_ Annual  
SCHOOL \_\_\_\_\_ 90-Day  
TEACHING ASSIGNMENT \_\_\_\_\_ Other  
(If less than full time specify)

It is my judgment, based upon adopted criteria, this teacher's overall performance has been \_\_\_\_\_ during the evaluation period.  
(satisfactory or unsatisfactory)

\_\_\_\_\_  
(Principal's Signature)

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

CRITERIA  (Refer to list of adopted criteria)	STRENGTHS; WEAKNESS; SUGGESTIONS FOR IMPROVEMENT  (Comments must be made in each category)
MEDIA ROLE	
PROGRAM PLANNING	
TEACHING	
LIBRARY MANAGEMENT AND DISCIPLINE	
PUPIL-LIBRARIAN RELATIONS	
PERSONAL QUALITIES	

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**ADDITIONAL COMMENTS**

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

\_\_\_\_\_  
Date Teacher



**APPENDIX C:**

<b>180 Day Base Salary for Certificated Instructional Staff</b>								
<b>For School Year 2019-20</b>								
*** Education Experience ***								46,813.000
<b>Years of Service</b>								<b>MA+90 OR Ph.D.</b>
	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90</b>	<b>MA</b>	<b>MA+45</b>	
0	46,813	48,077	49,387	50,700	54,913	57,061	60,338	63,054
1	47,443	48,725	50,052	51,422	55,679	57,692	61,005	63,703
2	48,043	49,338	50,678	52,155	56,399	58,313	61,621	64,348
3	48,662	49,969	51,324	52,847	57,084	58,909	62,206	65,000
4	49,269	50,633	51,996	53,572	57,834	59,533	62,858	65,672
5	51,494	52,069	52,643	54,307	58,552	60,167	63,478	66,347
6	52,141	52,723	53,304	55,051	59,276	60,817	64,107	66,989
7	53,286	53,880	54,475	56,317	60,605	62,035	65,385	68,351
8	55,013	55,626	56,240	58,234	62,580	63,951	67,362	70,434
9		57,473	58,107	60,172	64,620	65,888	69,402	72,579
10			59,995	62,210	66,716	67,928	71,499	74,781
11				64,307	68,912	70,025	73,694	77,042
12				66,338	71,167	72,204	75,948	79,398
13					73,476	74,461	78,257	81,809
14					75,796	76,784	80,729	84,313
15					77,769	78,755	82,828	86,505
16 or more					79,323	80,311	84,484	88,234

180 Day Base Salary for Certificated Instructional Staff								
For School Year 2020-21								
*** Education Experience ***								47,749.000
Years of Service								MA+90 OR Ph.D.
	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	
0	47,749	49,039	50,375	51,714	56,011	58,202	61,544	64,315
1	48,392	49,699	51,052	52,450	56,792	58,846	62,225	64,976
2	49,004	50,324	51,692	53,198	57,527	59,479	62,853	65,635
3	49,635	50,968	52,350	53,904	58,225	60,086	63,449	66,299
4	50,254	51,645	53,036	54,643	58,990	60,723	64,114	66,985
5	52,524	53,110	53,696	55,393	59,723	61,370	64,747	67,674
6	53,183	53,777	54,370	56,151	60,461	62,033	65,388	68,329
7	54,352	54,958	55,564	57,443	61,816	63,276	66,692	69,717
8	56,113	56,739	57,365	59,399	63,831	65,230	68,709	71,842
9		58,622	59,268	61,376	65,912	67,205	70,789	74,031
10			61,194	63,454	68,050	69,286	72,928	76,276
11				65,593	70,290	71,425	75,168	78,582
12				67,664	72,589	73,648	77,466	80,986
13					74,945	75,950	79,822	83,444
14					77,312	78,319	82,344	85,998
15					79,324	80,330	84,484	88,234
16 or more					80,909	81,917	86,174	89,998

\*Salary schedule represents 2% increase over the 19/20 Salary Schedule. Should IPD exceed 2% then IPD will be used and Salary Schedule recalculated accordingly.

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**APPENDIX D  
 CO-CURRICULAR SCHEDULE A-1**

**The following schedule for 2019/2020 is computed on a base of \$38,750**

<u>SCHOOL</u>	<u>Activity</u>	<u>Responsibilities</u>	<u>% of Base</u>
THS	Senior Class Advisor	Advise class officers, monthly meetings, budgets, elections, dances, homecoming, prom, supervise fundraisers, spirit days, assist with graduation/senior activities	3.7%
THS	Junior Class Advisor	Advise class officers, monthly meetings, budgets, elections, dances, homecoming/prom, supervise fundraisers, spirit days	3.0%
THS	Sophomore Advisor	Advise class officers, monthly meetings, budgets, elections, dances, homecoming, prom, supervise fundraisers, spirit days	1.6%
THS	Freshman Advisor	Advise class officers, monthly meetings, budgets, elections, dances, homecoming, prom, supervise fundraisers, spirit days	1.6%
THS	Fall Drama Production	Direct fall drama production, script selection, auditions, schedule rehearsals and performances, coordinate backstage production tasks, costumes, organizing and managing ticket sales	7.3%
THS	Spring Drama Production	Direct spring drama production, script selection, auditions, schedule rehearsals and performances, coordinate backstage production tasks, costumes, organizing and managing ticket sales	7.3%
THS	Vocal Director	Coordinate at least two evening concerts (not combined with TMS), solo/ensemble contest, state competitions and community events	3.0%
THS	Club Advisors	Supervise Club activities, club officer elections, advise officers, hold monthly meetings, club fundraisers and events outside the school day.	1.0%
THS	Yearbook Advisor	Organize photo scheduling, take photos of school events, meet with publishing company, distribution plan, procuring yearbook advertising	8.5%

THS	Knowledge Bowl Director	Organize, coordinate, and supervise knowledge bowl academic competition activities, schedule practices, transportation	7.3%
THS	Leadership Coordinator	Advise officers, monthly meetings, dances, supervise fundraisers, spirit days, yearbook BBQ, assemblies,	4.4%
THS	ASB Advisor	Advise officers, monthly meetings, budgets, elections, supervise fundraisers, spirit days, WASC Attendance	8.5%
THS	Advisory Coordinator	Plan, create and disseminate advisory lessons in support of district goals and provide teacher training for any materials used; coordinate College and Career Fair and College Planning Day, organize and facilitate student conferences.	3.0%
THS	Advisory Committee	Meet as needed to contribute information and insight for their grade level and voice students' needs and wants; assist other grade-level advisors to understand and implement materials used in advisory lessons.	1.0%
THS	Honor Society Advisor	Advise officers, hold monthly meetings, supervise/coordinate initiation and community service projects	5.8%
THS	Jazz, Symphonic, Wind Ensemble Director	Coordinate rentals/repairs, evening concerts, solo/ensemble contest	4.2%
THS	Marching and Pep Band Director	Coordinate rentals/repairs, marching band events, all home football and basketball games.	7.5%
THS	School Activity Supervision	Monitor students and assist administrators during sporting events, dances, or other after school activities that may require additional supervision.	
TMS	Band Director	Coordinate rentals/repairs, evening concerts, solo/ensemble contest	3.7%

TMS	Yearbook Advisor	Organize photo scheduling, take photos of after school events, meet with publishing company, distribution plan	5.0%
TMS	Vocal Director	Coordinate two evening concerts, solo/ensemble contest (not to be combined with THS)	3.0%
TMS	Honor Society Advisor	Advise officers, monthly meetings, supervise initiation, community service project, yearly field trip	3.0%
TMS	Club Advisors	Supervise Club activities, hold monthly meetings and events outside the school day.	1.3%
TMS	ASB Coordinator	Advise officers, monthly meetings, budgets, elections, supervise fundraisers	2.3%
TMS	Outdoor Education Coordinator	Organize outdoor school activities, staff, students, and logistics	6.5%
TMS	Outdoor Education Assistant	Support OE Coordinator, participate fully in outdoor school activities, supervise students	1.5%
TMS	Knowledge Bowl Director	Organize, coordinate, and supervise knowledge bowl academic competition activities, schedule practices, transportation	3.0%
TES	Music Director	Three evening concerts (1 per grade level), school assemblies	2.3%
PES	Music Director	Two evening concerts (1 per grade level), school assemblies	1.6%

All Schools	Activity Stipends	Facilitate co-curricular activities unique to the school which are limited in scope and require time spent outside contract day. (stipend dollar amount will be allocated to buildings by the district)	1.0% 1.6% 2.3%
District	Mentor	Mentors will explain school culture, policies, regulations and procedures; share methods, materials and other resources; help solve problems in teaching and learning; provide personal and professional support; and guide the growth of the new teacher through reflection, collaboration, and shared inquiry	3.0%
District	Mentee	Mentees will utilize mentor support to understand school culture, policies, regulations and procedures; glean methods, materials and other resources; solve problems in teaching and learning; provide personal and professional support; and guide the growth of the new teacher through reflection, collaboration, and shared inquiry	1.6%
District	District Improvement Committee Member	Provide teacher leadership and training for District initiatives at the building level	4.4%
District	Building Leadership Team	Support building plan to implement District improvement efforts. Serve as a champion for the school's plan and creating/maintaining a positive school culture. Provide a communication and feedback conduit for staff around any building issues.	2.3%

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**The base for the 2020/2021 school year will increase by 2% or IPD whichever is greater. At 2% the base will be \$39,525.**

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**APPENDIX E**

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**JOB SHARE PARTICIPANT AGREEMENT**

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2341 The employees whose signatures appear below agree to the conditions outlined in ARTICLE  
2342 V Section 6 of this agreement.

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2344 School Year

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2348 Job Share Partner

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2351 Placement

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2354 The conditions as outlined in ARTICLE V Section 6 of the negotiated agreement have been  
2355 read and are agreed to:

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2357 \_\_\_\_\_

2358 Date

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2361 \_\_\_\_\_

2362 Date

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Employee