

**ADMINISTRATIVE AGREEMENT**

**between the**

**WELLPINIT SCHOOL DISTRICT**

**and the**

**WELLPINIT EDUCATION ASSOCIATION**

**August 1, 2017 – August 31, 2020**



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**PREAMBLE**

This Agreement is entered into by and between the Wellpinit School District, and the Wellpinit Education Association, pursuant to Chapter 41.59 RCW.

## ARTICLE I - ADMINISTRATION OF AGREEMENT

### Section 1: Definitions of Terms

- A. The term "District" shall mean the Wellpinit School District Number 49, Stevens County, Washington State; or its agents.
- B. The term "Board" shall mean the Board of Directors of the Wellpinit School District.
- C. The term "Association" or "WEA" shall mean the Wellpinit Education Association, which is affiliated with the Washington Education Association, the National Education Association and the WEA-Eastern Washington UniServ Council.
- D. The term "Parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "Employee" shall mean any member of the bargaining unit as set out in this Agreement. Unless the context in which they are used clearly requires otherwise, words used in the contract denoting gender shall include both the masculine and feminine.
- G. The term "day" shall mean any day the District business office is open for business with the public, unless specified otherwise in this Agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "contract" shall mean the individual employee's contract issued to and signed by each employee.
- K. The term "supplemental contract" shall mean that contract issued and signed for special and supplemental assignments and shall be in accordance with current statutory provisions.
- L. The term "seniority" shall mean years of certificated experience in the State of Washington unless otherwise specified in this agreement.
- M. The term "RCW" shall mean the Revised Code of Washington.
- N. The term "WAC" shall mean the Washington Administrative Code.

- O. The term “SPI” shall mean the Washington State Superintendent of Public Instruction or his/her office.
- P. The term “PERC” shall mean the Washington State Public Employee Relations Commission.

**Section 2: Recognition**

- 1. The Board recognizes the Association as the exclusive bargaining representative for all non-supervisory full-time and part-time certificated employees including short-term and long-term substitutes. Employees not subject to the terms and conditions of this Agreement include the Superintendent, Business Manager, principals, confidential and/or supervisory employees and substitute employees who do not work more than 20 consecutive or 30 nonconsecutive days in a year as provided for in RCW 41.59.020.
- 2. Long-term Substitute: Substitute certificated employees employed by the district for more than 20 days of continuous service during the current school year, in the same assignment, are included in the bargaining unit and will be placed on the Washington State LEAP salary schedule on the 21<sup>st</sup> consecutive day of continuous service. Such employees must furnish the District with official college transcripts and verification of experience in order to be placed on the salary schedule. A long-term substitute is except from all other provisions of the agreement.
- 3. Short-term Substitute: A short-term substitute is a person who has been employed in various assignments for more than thirty (30) work days in the current school year. A short-term substitute shall be paid at the current substitute rate of pay and is exempt from all other provisions of this Agreement.

**Section 3: Subcontracting**

Nothing in the Agreement shall limit in any way the Board’s contracting or subcontracting of work for the ESA scores through the ESD or shall require the Board to continue in existence any of its present programs in its present form and or location or any other basis. 1.9.2

**Section 4: Severability**

If any section, subsection, sentence, clause or phrase of this Agreement shall for any reason be held unlawful by a local, state or federal body with the authority to so rule, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this Agreement, but they shall remain in effect. It being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.

**Section 5: No Strike Clause**

The Wellpinit Education Association agrees to abide by the no strike clause as prescribed by RCW 41.56.120. 7.2

**Section 6: Distribution of Agreement**

After both sides ratify and sign this Agreement, the Association shall provide a master copy of the Agreement for electronic distribution. Such agreement shall be made available to all applicants covered by the Association and to the District. Unless otherwise mutually agreed upon by the parties, the Agreement will be distributed electronically. The Agreement shall be posted on the Wellpinit School District website.



## **ARTICLE II - BUSINESS**

### **Section 1: Dues Deductions**

- A. The Association and its affiliates (WEA and NEA) shall have the exclusive right of automatic payroll deduction of membership dues, assessments and fees for certificated employees.
- B. Any certificated employee who is a member of the Association, or who has applied for membership, shall sign and deliver an authorization form to the Association. Such membership authorization shall continue in effect from year to year unless revoked in writing and sent to the Association.
- C. The Association shall submit a copy of each signed authorization form or revocation thereof to the District office for processing. Amounts of annual dues deductions, assessments and fees shall be made known by the Association to the District office by October 15 of each year. Dues shall be remitted to WEA or its designee.
- D. Dues deductions for certificated employees employed after the commencement of the school year shall be appropriately prorated and based upon the yearly amount in accordance with WEA dues schedule.

### **Section 2: Right to Join and Support Association – Agency Shop Fee**

- A. The Board hereby agrees that every certificated employee shall have the right to freely organize, join and support the Association. As a duly elected body exercising governmental power under the State of Washington, the Board agrees that it will not directly or indirectly discourage or deprive or coerce any certificated employee in the enjoyment of any rights conferred or protected by the statutes and constitutions of the State of Washington and the United States; that it will not discriminate against any certificated employee with respect to any terms or conditions of employment by reason of his/her membership in the Association, his/her participating in any grievances, complaint or proceeding under this agreement, or otherwise with respect to any terms or conditions of employment.
- B. No member of the bargaining unit will be required to join the Association.
- C. This provision safeguards the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay an amount of money equivalent to regular dues and fees to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to whom such employee would otherwise pay the dues and fees. Should such employee and the Association be unable to

reach agreement as to the charity to which payment will be made, the charity will be selected as per RCW 41.59.100.

- D. The employee's request for religious objector status shall be directed to the Association. The Association and employee will notify the District in writing of the amount equal to the dues and assessments to be directed to said charitable organization. The District agrees to remit to the Association a list of employees on behalf of whom charitable deductions have been made.
- E. If the employee deems the representation fee as a violation to non-association, such objections shall be resolved per the provisions of RCW 41.59.100.

### **Section 3: Association Rights**

- A. The Association shall have the use of interschool mail boxes and email for distribution of Association communications.
- B. The Association and its members shall have the use of school building facilities for Association meetings at reasonable times provided that such meetings do not interfere with the normal school operation.
- C. Materials and equipment may be used provided such use is not in violation of RCW 42.17A.555 or other applicable laws. The Association shall reimburse the District for expendable materials. Usage of equipment for Association business shall be outside of regular school hours. The Association shall have the use of space on a bulletin board in the staff lounge of each building in the District.
- D. Any officer or authorized representative of the Association so designated by the Association shall have the right to visit District buildings, individual educators, or groups of educators represented by the Association. Such visitations shall neither interfere with, nor interrupt normal school operations, and shall be accomplished outside the school day.
- E. Upon request, the District will provide the Association with a copy any information of public record inclusive of information pertinent to the processing of a pending grievance or the representation of the Association and its members unless an appropriate exemption from disclosure exists.

### **Section 4: Management Rights**

- A. It is recognized that the Board acting on behalf of the District and its electorate retains all powers, all rights, powers and authority vested in it by the laws and constitution of the state of Washington and of the United States of America. The Board has and will continue to retain the rights and responsibilities to operate and manage the school system and its programs, facilities, properties, and activities of its employees, except as limited by the

specific terms of this Agreement and applicable Federal, State and Local laws as well as Executive Orders of the United States of America and without limiting the generality of the above it is expressly recognized that the Board's operational and managerial rights include:

1. The determination of subjects to be taught. The Board will take action on curriculum.
  2. The right to establish class schedules, class size and assignment of employees with respect hereto. The certified employees can input their requests before assignment is made. The District still retains the right to make the final decision.
  3. The right to select textbooks, teaching aids and materials.
  4. The right to make assignments for all programs of an extra-curricular nature.
  5. The right to determine policies and procedures related to public relations and communication.
  6. The right to establish courses of instruction including special programs and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the District through the Board.
  7. The right, along with one (1) non-voting representative from the Association, to hire a superintendent. The Association may only provide a recommendation to the Board in the hiring of a Superintendent.
- B. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board. The foregoing enumeration of the rights of the Board is not all inclusive and shall not exclude, with the exception of negotiable issues with the Wellpinit Education Association, other rights of the Board not specifically set forth regardless of whether or not such rights have been exercised by the Board in the past.

## **ARTICLE III – EMPLOYEE RIGHTS**

### **Section 1: Due Process/Just Cause**

- A. No employee shall be disciplined (including nonrenewal or discharge for disciplinary reasons) without just and sufficient cause (see Appendix X). Causes leading to disciplinary action shall be reduced to writing and delivered to the employee.
- B. An employee shall have the right to have present a Union/Association representative in any meeting where disciplinary action is being discussed or considered. Any administrator shall be entitled to have a representative of their choosing during any disciplinary action
- C. The District agrees to follow progressive discipline. Any disciplinary or other adverse action taken against an employee shall be appropriate to the behavior or situation that precipitates the action. Progressive Disciplinary Steps may include the following: Oral Warning, Written Warning, Written Reprimand, Suspension without pay, and Discharge. Non-disciplinary measures may include: Oral Instruction/Counseling and Written Instruction/Counseling.
- D. Each employee formally disciplined shall be served with a written notice, which shall include the reasons and clarification of future expectations.
- E. The evaluation procedure is not a form of disciplinary action.

### **Section 2: Steps of Progressive Discipline**

Circumstances surrounding the incident and the conduct involved will affect the step chosen.

- A. Steps of Discipline
  - 1. Oral warning
  - 2. Written warning
  - 3. Suspension with pay
  - 4. Suspension without pay
  - 5. Dismissal
- B. Guidelines for administering the policy, in an instance where a step of discipline is imposed, the employee's supervisor will:

1. Clearly and fully advise the employee of the inadequacy, deficiency, or conduct that is the cause of the discipline, either orally, or in writing, and provide suggestion, assistance, or a plan of action that would aid the employee to improve to a satisfactory level.
2. Forward copies of all warning to the personnel office for file and to the Superintendent.
3. Allow a reasonable period of time for the employee to improve to a satisfactory level of performance.
4. The Superintendent will impose all steps of discipline and will provide notice of such action to the employee as per Washington State law.

### **Section 3: Nondiscrimination**

There shall be no discrimination against any employee for certificated employment by reason of age, sex, marital status, sexual orientation, including gender expression or identity, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Employees shall have the right to self-organization, to bargain collectively through representatives of their own choosing; and shall have the right to refrain from any and all such activities. There shall be no discrimination against any employee because of their membership status in any employee organization or in the exercise of their rights under RCW 41.59 in accordance with RCW 41.59.

### **Section 4: Individual Rights**

The private life of an employee is not within the appropriate concern or attention of the District, provided those actions do not interfere with the performance of their duties or the interests of the district and are not contrary to the Code of Professional Conduct (WAC 181/87 and WAC 181.88).

### **Section 5: Personnel Files**

- A. Employee's District personnel file shall be available for review by employees at any time. The employee shall not remove, alter, or destroy anything in the file. Letters of discipline will be removed after 3 years unless there has been subsequent discipline or as otherwise provided by law.
- B. College or University credentials, which are retained by the District, (which are not specified as being confidential), shall be subject to review by the employee.

- C. The District shall maintain a single personnel file for each District employee covered by this Agreement. This shall not prohibit the principal or primary evaluator the use of anecdotal material in preparation of employment evaluations.
- D. Materials reviewed by an employee and judged by him/her to be derogatory to his/her conduct, service or character may be answered and/or refuted by him/her in writing. Such written response shall become a part of his/her written personnel records.
- E. Each employee will be notified of the inclusion of information into his/her personnel file.
- F. An employee may request that any document be removed from his/her personnel file. If the employee and the Administrator don't agree that a given item should be removed from a personnel file, then they can approach the Board for approval or denial of this action.
- G. Any derogatory material not shown within five (5) working days after the report is finalized to a certificated employee shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

#### **Section 6: Employee Protection**

- A. The District shall reimburse employees for replacement of any clothing or personal property damaged or destroyed in accordance with RCW 28A.400.370, provided that such loss or damage was incurred while the employee was engaged in the maintenance of order and discipline and the protection of school personnel and students.
- B. The District shall also provide liability insurance to protect employees against personal or bodily injuries and property damage in accordance with RCW 28A.58.423. District liability is limited to/by the policies and terms of the specific insurance carrier involved.

#### **Section 7: Student Discipline**

- A. In accordance with RCW 28A.58.101 and WAC 180-44-020 employees shall maintain good order and discipline in their classrooms at all times.
- B. The Board and Administration shall support and uphold employees in their efforts to maintain good order and discipline.

#### **Section 8: Academic Freedom**

- A. The parties agree that the Board of Directors, under Washington State Law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional material. The parties adhere to the principle of employee's

freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program, and when related subject matter in a given grade level. This freedom also includes the right of employees to utilize supplemental materials. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that District schools are not the appropriate forum for personal causes or points of view held by an employee.

- B. Questionable matters and materials (example: movies of a PG13 or R rating) shall be referred to the Principal/Designee in advance of presentation for decision by the Principal/Designee on their uses.

## **ARTICLE IV – ASSIGNMENTS, TRANSFERS AND VACANCIES**

### **Section 1: Assignment, Transfer and Vacancy**

- A. The assignment and transfer of an employee directly affects his/her satisfaction effectiveness. Assignment and transfer decisions shall consider the employee's qualifications in the areas of training, experience, personal preference, and the best interests of the District in accordance with Appendix D. The District shall retain the sole authority to assign and transfer employees.
- B. The Superintendent or his/her designee is responsible for all assignments and transfers. In the determination of assignment and transfers, the superintendent or his/her designee shall consider the employee's training, experience, personal preference, and the best interests of the District.
- C. All open certified positions will be opened to qualified in-house staff prior to advertising the position.

### **Section 2: Involuntary Transfers and Reassignments**

Notice of involuntary transfer or reassignment will be given to employees as soon as possible. However, in the event that an employee is reassigned after the school year begins that employee will be given time to prepare themselves, classroom and curricular needs. The amount of time allowed will be negotiated, up to a maximum of three (3) school days, between the employee, Association representative, if requested, and the Administrator.

### **Section 3: Assignments**

- A. The Superintendent or designee shall assign all newly appointed employees to their specific positions in accordance with the regulations of the State Board of Education within their major or minor fields of study and/or qualifications in their specialty area. The Superintendent or designee will give notice of assignments to newly appointed employees as soon as possible.
- B. All employees presently employed shall be given notice of their tentative assignments for the forthcoming year no later than August 15<sup>th</sup> of that school year.
- C. The Superintendent and/or designee shall give notice to employees regarding acquisition of additional duties.
- D. The adding of additional duties to the employee who has a class below the minimum required amount. Duties shall consist of, but not limited to the following: providing remedial assistance to other students, additional supervisory duties, an agreed upon special



project, and support in an area of need. The additional duties will not exceed the contracted time, and will not infringe upon the contracted 200 minutes of prep time.

## **ARTICLE V – STAFF LAYOFF/RECALL PROCEDURES**

### **Section 1: Definitions**

- A. The term “layoff” as used herein refers to action by the District reducing the number of employees in the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.
- B. “Seniority” shall mean the total amount of regularly contracted (base contract) and Long-term substitute certificated experience in Washington State public schools, pro-rated by actual FTE worked, provided by the employee.
- C. Qualifications – the appropriate Washington State certificate for the subject and/or grade level to which the employee will be assigned.

### **Section 2: Annual Publication of the Seniority and Certification Report**

- A. “Seniority” shall mean the total amount of regularly contracted (base contract) and long-term substitute certificated experience in Washington State public schools, pro-rated by actual FTE worked. No employee may earn more than 1.0 FTE in any given contracted year. It is expressly understood that employment as an administrator in a public school setting is not recognized for seniority within the unit. Employees on paid leave will continue to accrue seniority. Employees on unpaid leave will have the seniority accrued at the time they discontinued active service to the District credited to them.
- B. Prior to December 1<sup>st</sup> of each year, the District will provide all certificated employees with a statement of each employee’s areas of certification, education and work experience within the district and in Washington state, as recorded in District personnel records.
- C. Each certificated employee shall, prior to February 1<sup>st</sup>, return such statement to the business office certifying that the statement is correct or incorrect. If incorrect, the employee must provide to the Superintendent proof verifying such employee’s public school service. If the statement is not returned by February 1<sup>st</sup> of the current year, the seniority list shall be deemed correct.
- D. The final seniority list (including seniority and certificates) will be published and distributed to employees and the Association by March 15<sup>th</sup>.

By law, long-term substitute teaching experience is included in the seniority calculation.

### **Section 3: Procedure for Layoff**

- A. Prior to the implementation of a layoff, the District agrees to meet and confer with the Association regarding the necessity for reduction in force and to jointly explore alternatives. The District agrees to make good faith effort to consider all other funding sources available prior to laying off employees.
- B. In the event of financial emergency such as loss of local school levy, decrease in school attendance, or other serious revenue loss, which necessitates reduction in program and corresponding reduction of staff, the following principles and procedures shall be applied:
  - 1. The professional integrity of all the certificated staff members who are non-renewed because of District finances shall be protected.
  - 2. Such non-renewal of certificated staff members from contract status shall not in any way reflect on their professional competency or ethics.

### **Section 4: Notification of Layoff**

- A. Contingent on the State Appropriation regular session approval, The Board on or before May 1st, acting on the advice of the Superintendent concerning the financial resources of the District shall determine the extent of the modified program of educational services to be provided for the ensuing school year and the positions to be eliminated. A copy of the modified plan will be shared with the Association upon adoption. The parties may mutually agree to a later date.
- B. Employees with valid contracts will not be laid off during any school year.
- C. In an effort to eliminate the necessity of involuntary terminations, a reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following year by reason of natural attrition as outlined below:
  - 1. Leaves of absence
  - 2. Nonrenewal of rehire/retire and leave replacement employees
  - 3. Transfer of employees within the District
- D. Before the implementation of the reduction in force procedure, the entire certificated staff will be offered the opportunity to make written application for a year's leave of absence without pay. The Board may grant such leave of absence if the granting of such leave would eliminate the necessity for involving termination of such certificated employee. Such permission shall not be withheld if such leave of absence in the Board's opinion will not further impair the modified programs retained.

- E. The determination of those certificated staff to be retained shall be made on the basis of seniority and certification, in that order. Specifically, the District shall reduce from the lowest point on the seniority list first, as long as any person with more seniority can be reassigned in such a manner as to fill open positions. All reassignment and transfer language applies in such an instance.
- F. Vacant positions will be filled by transferring currently employed certificated employees within the District subject to the provisions of this Agreement and state law and state regulations unless no qualified person is available.
- G. All retained employees shall meet the following qualifications:

Valid Washington State Certificate as required by the Superintendent of Public Instruction. Certification shall be determined by the District based upon Washington State law. An employee shall be deemed qualified for a position if he/she holds the required certificate.
- H. No later than May 15<sup>th</sup> or in accordance with applicable legal time lines, the District will identify the names of certificated employees to be non-renewed under the District's reduced program and services, provide a list of said employees to the Association, and provide appropriate notification to affected employees in accordance with the current RCW.
- I. In the case of equality of seniority, the determining factor will be seniority within the District.
- J. In the event that a tie still exists, all employees so affected shall participate in a lottery to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a place which will allow all affected employees and the Association representative to be in attendance.

#### **Section 5: Provisions for Re-employment**

- A. All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible re-employment. Employment pool personnel shall be given the opportunity to fill open positions for which they are qualified on a seniority basis as defined herein.
- B. In the event that programs are restored, or positions are available, the Board shall follow the following procedures when recalling employees:
  - 1. Employment pool personnel will be offered positions for which they are certified in the reverse order of the layoff, i.e., the last layoff shall be the first recall.

2. Certificated employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that certificated employees shall have the option of accepting any part-time position that may exist without jeopardizing his/her recall status for any full-time position. It is expressly understood that the failure of an employee to accept a position of less FTE than the position held prior to the layoff shall not remove an employee from the employment pool.
3. When a vacancy occurs for which there will be a recall, the employee to be recalled will receive notification from the Superintendent or his/her designee in writing. Such individual shall have ten (10) days from date of notification to accept the position.
4. It shall be the obligation of the individual in the employment pool to keep the Superintendent's office notified as to where they can be reached. If an employee cannot be reached with another job offer within a period of fifteen (15) days after the first job offer is made, the District is under no obligation to retain that employee in the employment pool.
5. An individual in the employment pool must accept an offered position for which he/she is eligible, pursuant to this Article, or risk being removed from the employment pool at the Superintendent's option, except where noted. An employee assigned out of his/her usual teaching assignment will have first opportunity at a position similar to his/her previous teaching assignment at the time of layoff when such a position becomes available.
4. In the case that an employee who had previously earned continuing status with the District is being recalled into what would otherwise be a leave replacement contract, the continuing status of that employee shall be maintained, and a continuing contract shall be offered.
5. All employees who have been placed in the employment pool shall be recalled if they hold that appropriate certification, as defined above, for available positions before the Board employs or assigns any additional personnel to fill teaching assignments.
6. At the end of the school year in which any modified educational program is implemented, certificated employees remaining in the employment pool shall be offered contracts for available certificated positions for which they are qualified in accordance with the policy. In the event that there are insufficient vacant positions to offer contracts to all employment pool personnel, the employment pool shall be reestablished.

### **Section 6: Layoff Benefits**

- A. Provided the carrier permits, the Board shall allow the individual to pay the full cost of the insurance benefit programs.

- B. Substitute positions shall be offered to interested employees before any other person is offered such a position.
- C. All benefits to which an employee is entitled will be restored starting upon his/her return to active employment (not substitute employment) and the employee will be placed on the proper step of the salary schedule for the employee 's current position according to the employee 's experience and education.

## **ARTICLE VI – INSTRUCTION**

### **Section 1: Preparation Time**

- A. Each instructional classroom employee will receive, during student contact time, an average of two hundred (200) minutes per week of scheduled preparation time during a normal school week. Employees shall not leave their building during preparation time without the permission of their building Principal/Designee. Preparation time shall be devoted to instructional duties such as, but not limited to, the following; instructional program, conferring with parents, pupils, supervisors, and the maintenance of records.
- B. Near the end of each quarter, students will be released at 12:30 so employees will receive three (3) hours, or ½ day, to complete grading and report cards.
- C. Employees have the option to complete reports on or off site.

### **Section 2: School Calendar**

A calendar committee composed of an administrator, two (2) members of WEA and two (2) members of the PSE will meet to propose three (3) calendars which will be voted on by WEA and PSE members. The recommended calendar from the vote will be submitted to the School Board. The final adoption of the school calendar shall remain the sole responsibility of the School Board

### **Section 3: Covering Classes**

- A. The Building Principal/Designee is responsible to see that all classes are covered at all times. The employees are responsible to assure students are supervised at all times when assigned a classroom.
- B. In some cases, it may be necessary to use other staff members to cover classrooms if substitutes are not available or accessible for assignment. The District will make an effort to make sure that the same employee is not repeatedly covering classes during his/her prep time.

### **Section 4: Professional Growth and Development**

The Association can approach the Board for items of professional growth and development.

## **ARTICLE VII – EVALUATION OF CERTIFIED PERSONNEL**

### **Section 1: Teacher Evaluation – Purpose**

The parties agree that the following evaluation system for all classroom teachers in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in WAC 392-191A-050:

1. To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
2. To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, needs to improve his/her performance.
3. To assist classroom teachers who have identified areas needing improvement in making those improvements.

### **Section 2: Qualifications of Evaluators**

- A. The term “Evaluator” shall mean the building principal or assistant principal of the classroom teacher being evaluated. The evaluator shall be made known to the classroom teacher within fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. In the event the teacher being evaluated does not work under the direct supervision of a building principal or assistant principal, a certificated administrator as designated by the Superintendent shall serve as evaluator. A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator.
- B. If a teacher is transferred to another position, not under the supervisor’s jurisdiction, the final evaluation shall be made by the supervisor at the time of transfer or by the new supervisor. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- C. Principals and administrators who have evaluation responsibilities shall engage in professional development designed to implement the evaluation system and maximize rater agreement. No teacher shall be evaluated by an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. RCW 28A.405.120.

### **Section 3: Definitions**

- a. The term “**Artifacts**” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom



teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Artifacts should not be created specifically for the evaluation system.

- B. The term "**Certificated Support Personnel**" shall mean counselors, librarians, instructional coaches, TOSAs, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet the definition of Classroom Teacher. Certificated support personnel will be evaluated using the evaluation process as written in Article VII, Section 12 of this agreement.

The term "**Classroom Teacher**" shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term "classroom teachers" does not include: counselors, librarians, instructional coaches, education specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Employees who do not meet the definition of classroom teacher will be evaluated using the evaluation requirements, as per state law and Section 5 "Evaluation of Certificated Personnel Not on TPEP Evaluation".

- C. The term "**Component**" shall mean the sub-section of each criterion.
- D. The term "**Evaluation**" shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
- E. The term "**Evaluation Criteria**" shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
- F. The term "**Evaluation Report**" shall mean that document which becomes a part of the teacher's personnel file.
- G. The term "**Evidence**" shall mean any artifact, observed practice or results of the classroom teacher's work that demonstrates the teacher's ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a sampling of data used to demonstrate the classroom teacher's level of performance. It should be gathered from the normal course of employment.
- H. The term "**Instructional Framework**" shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Danielson Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
- I. The term "**Not Satisfactory**" shall mean:

1. Provisional and continuing contract teachers: Receiving a summative score of Unsatisfactory or Level 1 is not considered satisfactory performance.
  2. Continuing contract teachers with more than five (5) years teaching experience in the state of Washington: Receiving a summative score of Basic or Level 2 for two (2) years in a row or two (2) years within a consecutive three-year period, is not considered satisfactory performance.
- J. **Provisional Teachers and Non-provisional Teachers with five (5) years or less teaching experience** in the State of Washington
- a. Receiving a summative score of one (1) is not considered satisfactory performance.
- K. **Non-provisional Teachers** with more than five (5) years teaching experience in the State of Washington.
- i. Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.
  - b. Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
- L. The term **“Observation”** shall mean the gathering of evidence made through classroom or worksite visits for the purpose of viewing instruction and examining evidence over time based on the district adopted teacher evaluation model. No observation shall take place outside of the classroom setting unless the evaluator has provided the teacher with notification at least one (1) full working day in advance. Such notification shall include the time, place, context and duration of the observation and the specific criteria being considered.
- M. A **“Formal Observation”** shall mean a documented observation that is pre-scheduled.
- N. An **“Informal Observation”** shall mean a documented observation that is not required to be pre-scheduled.
- O. The term **“Rubrics”** shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
- P. The term **“Scoring Band”** shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.
- a. Level 1 Unsatisfactory = 8-14
  - b. Level 2 Basic = 15-21

- c. Level 3 Proficient = 22-28
- d. Level 4 Distinguished = 29-32

- Q. Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up, for example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.
- R. The term **“Student Growth”** shall mean the change in student achievement in subject-matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
- S. The term **“Student Growth Data”** shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures.
- T. Assessments used to demonstrate student growth shall be appropriate, relevant and initiated by the classroom teacher. Evaluation of student progress may include formative and summative measures. Evaluation of student progress may include formative measures, summative measures, school-wide and district-wide assessments.
- U. The term **“Summative Performance Ratings”** shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

#### **Section 4: Provisional Teachers**

- 1. **Definition:** The term **“Provisional Teacher”** shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless: (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or (b) the teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3<sup>rd</sup>) year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating. This shall include any teacher who is re-employed with the District after a break in service.
- 2. **Evaluation Option:** Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in section 3.12.6 Comprehensive Evaluation Option.

3. Ninety (90) day Observation: Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days.
4. Additional Observations: In the third year of provisional status, teachers shall be observed for a minimum of ninety (90) minutes during the evaluation year.

### **Section 5: Evaluation Process**

1. Notification – Within the first fifteen (15) days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose.
2. Teacher Self-Assessment – All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year’s comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator.
3. Artifacts and Evidence
  - a. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
  - b. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher’s professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
  - c. Artifacts should not be created specifically for the evaluation process, but should be “a natural harvest” of products generated in the course of the teacher’s practice.
  - d. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.

4. Documentation

The District shall adhere to the following:

- a. A copy of the final evaluation and teacher’s written comments, if applicable, shall be placed in the teacher’s personnel file and removed after three years.
- b. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District. Upon separation of employment from the District this account shall be closed and no longer maintained by the District.
- c. Evaluators shall notify the teacher of any additional evidence submitted to data collection account within three (3) days.
- d. Teachers shall not be required to use the data collection system; an acceptable alternative will be made available.

- e. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure.

## 5. Electronic Monitoring

All observations shall be conducted openly. Mechanical or electronic devices shall not be used to listen to or record the procedures of any class, unless it is initiated and submitted by the teacher or mutually agreed to by the evaluator and the teacher. Such recordings shall be used for evaluation purposes only and will not be shared without the teacher's written consent. Recordings of observations shall not be used in disciplinary matters.

## **Section 6: Comprehensive Evaluation Option**

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every five (5) years.

### 1. Professional Goals – Comprehensive Evaluation

Teachers on a comprehensive evaluation will develop professional goals and timelines, will monitor their progress, and make adaptations as needed. The plan will be guided by the teacher's self-assessment or the prior year's comprehensive evaluation and must include the three (3) student growth goals (3.1, 6.1, and 8.1) and one (1) instructional goal. The evaluator and teacher shall mutually agree on the professional growth and development plan and goals for the year.

### 2. Pre-Observation Conference – Formal Observation

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

### 3. Formal Observations

- a. At least one formal observation shall be conducted within the first ninety (90) calendar days for provisional teachers. Non-provisional teachers shall be formally observed within the first ninety (90) workdays of the school year. The first formal observation for both provisional and non-provisional teachers shall be prearranged. The total annual observation time cannot be less than sixty (60) minutes.

- b. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
- c. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time of no less than ninety (90) minutes.
- d. Observations will not take place on half, early release, or late start days, the day before winter or spring break, on the day following an absence of the teacher, and on days of an assembly or a modified schedule, unless mutually agreed upon by the teacher and the evaluator.
- e. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
- f. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document prior to or during the post-observation conference and be used to determine the final evaluation score.
- g. The final formal observation shall occur prior to May 1<sup>st</sup>, or when student growth data is available.

#### 4. Post-Observation Conference – Formal Observation

The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.

A post-observation conference shall be held within five (5) days following a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time increments, only one post-observation conference will be required for that series of observations.

If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide suggestions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

#### 5. Informal Observations

- a. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for informal observations.
- b. If the evidence is to be used in the evaluation process, the teacher will be notified in writing.
- c. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers, which shall not be used as the basis for teacher evaluations.
- d. Walkthroughs will be based on teachscape CWT standard “look for’s”.

6. Non-classroom observations

Except for pre- or post-observation conferences and other private meetings between the teacher and evaluator, no teacher will be required to create or participate in a meeting, conference or other event for the purpose of providing an opportunity for a non-classroom observation.

4. Final Summative Evaluation Conference

- a. Prior to May 15<sup>th</sup> the evaluator and teacher shall meet to discuss the teacher’s final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher’s performance over the course of the year.
- b. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 1<sup>st</sup>, unless the evaluator and teacher mutually agree to a later date.
- c. If the evaluator judges the teacher be below Proficient the evaluator must articulate multiple points of evidence that deemed the score less than Proficient.
- d. When a final summative score is below Proficient and the teacher believes certain teacher evaluator evidence was not considered and/or the criteria were not objectively scored the teacher and evaluator shall have the opportunity to mutually agree on one of the following:
  - a. An additional formal observation by June 1<sup>st</sup>.
  - b. An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.
  - c. Assignment of a new evaluator for the ensuing school year.
  - d. An additional observation by a different evaluator.

- e. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
- f. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- g. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within three (3) days.
- h. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.

5. Comprehensive Evaluation Summative Score

A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each teacher’s criterion scores are established using at least 50% of the components from each criterion and 100% of the student growth components as per RCW 28A.405.100, WAC 392-191A-080 and WAC 392-191A-090.

The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follow:

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

6. Student Growth Impact Rating

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. Evaluators add up the raw score on these components and the teacher is given a score of low, average, or high based on the scores below.

Upon completion of the overall summative scoring process, the evaluator will combine only the student growth rubric scores to assess the classroom teacher’s student growth impact rating.

The following scoring band will be used to determine the student growth impact rating.

5-12	13-17	18-20
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Low	Average	High
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7. Impact of Low Student Growth Score

A student growth score of “1” in any of the student growth rubrics (SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1) will result in an overall low student growth impact rating.

A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.

Classroom teachers with a low student growth rating will engage, with the evaluator, in a student growth inquiry.

8. Student Growth Inquiry

Within two months of the certificated classroom teacher receiving the low student growth score or at the beginning of the following school year, whichever is later, the evaluator will initiate the following steps.

The evaluator will examine additional student growth data in conjunction with the other student growth evidence previously provided. If the examination still results in a low student growth score, the evaluator will examine extenuating circumstances, which may include one or more of the following: goal setting process, content and expectations, student attendance, and/or extent to which standards, curricula, and assessments are aligned.

If after the above two examinations, the classroom teacher still has a low student growth rating, the evaluator will create and implement a professional development plan to address student growth areas, a copy of which will be given to the teacher. This plan may include monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revision, refinement and progress, and/or best practices related to student growth data collection and interpretation.

**Section 7: Focused Evaluation Process**

- A. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for four (4) years before returning to the Comprehensive Evaluation.
- B. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference and must be approved by the evaluator. The criterion may be an area of expertise to be further developed or a criterion that would benefit from additional attention unless other requirements are imposed by OSPI.
- C. The teacher will develop a plan based on a self-assessment of the selected criteria, develop written professional goals and timelines, monitor progress and make adaptations as

needed. The evaluator and teacher shall mutually agree on the teacher's professional goal(s) for the year.

- D. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. The District must inform the teacher of the move from a Focused to a Comprehensive Evaluation, in writing, any time on or before December 15. A change to comprehensive evaluation must be preceded by a least one (1) meeting to discuss the need to change, an opportunity for response and the decision.
- E. Observations and Conferences: Observations and conferences for the focused evaluation shall follow the process set forth in Section 6, 2-5 (with the exception of 3.c – provisional employees).
- F. Final Summative Score – Focused Evaluation: A teacher on a Focused evaluation will receive the same summative rating as given in the most recent Comprehensive evaluation. This will, in no case, be less than Proficient. If the teacher has provided evidence of exemplary practice on the chose focused criterion, the teacher will receive a summative score of Distinguished.

### **Section 8: Support for Basic and Unsatisfactory Performance**

- A. Prior to the start of school, the employee will be notified if a continuing contract teacher with five (5) or more years of teaching, is judged below Proficient (-3).
- B. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted, by mutual agreement between the teacher and the evaluator, to support the teacher's professional development:
  - 1. The teacher may be granted up to five (5) days of district funded release time to observe colleagues' instruction.
  - 2. The teacher may be granted an additional/alternative certificated employee evaluator.
  - 3. The teacher will be assigned to only one (1) work location, i.e., one classroom.
  - 4. A mentor will be assigned.
  - 5. The teacher may choose to participate in a voluntary structured support plan.
  - 6. Additional supports may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A-405-140).
  - 7. Any of these support activities shall be compensated through RAD funding sources at the employee's per diem rate of pay for any time that occurs outside the normal work day/year. The use of RAD funds will be reviewed on an annual basis. This will sunset at the end of RAD.
- B. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed

before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan will be mutually developed by the evaluator and teacher within five (5) days following the 1<sup>st</sup> Post-Observation Conference and will be completed prior to completion of the comprehensive evaluation.

## **Section 9: Probation**

- A. **Purpose:** The purpose of the probationary period is to give the non-provisional teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.200.
- B. **Not Satisfactory:**
1. Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of one (1) are considered not satisfactory.
  2. Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of two (2) for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.
  3. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient, the teacher must be formally observed before October 15<sup>th</sup> the following year. If the 1<sup>st</sup> Formal Observation in either of the two (2) following years results in specific performance concerns, a structured support plan will be completed prior to completion of the comprehensive evaluation.
  4. Teachers may only be placed on probation from the Comprehensive Evaluation Process.
- C. **Notice:** At any time after October 15<sup>th</sup>, a teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 20<sup>th</sup> of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.
- D. **Probationary Period:** A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 1<sup>st</sup> of the same school year.

**E. Regular Meetings and Assistance:**

1. During the probationary period, the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.
2. The principal or supervisor may authorize one additional certificated administrator to evaluate and assist the teacher in improving his or her areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.
3. A teacher on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

**F. Transfers:** The teacher may not be transferred from the supervision of the original evaluator during the period of probation. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment as contemplated by either the individual or the school district may occur.

**G. Removal from Probationary Status:** The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with more than five years of experience. If the evaluator is satisfied that the teacher should be removed from probation, the teacher shall be notified in writing no later than May 15.

**H. Failure to Improve:**

1. If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15<sup>th</sup> of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes ground for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.
2. Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under item above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such

reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

- I. **Procedural Errors:** If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- J. **Provisional Teachers:** Provisional Teachers whose performance is deemed unsatisfactory shall be placed on probation. If nonrenewed, a provisional teacher shall have access to the grievance process only up through Step III.

### **Section 10: Evaluation of Certificated Support Personnel**

- A. Certificated support personnel shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement in Appendix C. Employees shall be evaluated annually, such evaluations to be completed no later than May 1st of the year in which the evaluation takes place, date may be extended to account for student growth data.
- B. Responsibility for Evaluation: A school administrator or designee shall be responsible for evaluations of non-classroom employees. All support personnel will be evaluated by the same Administrator/Designee over the course of the school year.
- C. Evaluation Criteria. All certificated employees may mutually agree upon be evaluated on at least one of the following criteria:
  - 1. Instructional skill
  - 2. Classroom management.
  - 3. Professional preparation and scholarship.
  - 4. Knowledge of subject being taught.
  - 5. Handling of student discipline and attendant problems.
  - 6. Interest in teaching pupils.
  - 7. Effort toward improvement when needed.
- D. No evaluation other than the evaluation authorized may be used as a basis for determining that an employee's work is unsatisfactory or as probable cause for the nonrenewal of an employee's contract under RCW 28.A.405.210 unless an evaluation process developed under chapter 41.59 RCW determines otherwise.
- E. Evaluation Options. The two evaluation options available include:
  - 1. Long-form evaluation
  - 2. Short-form evaluation

- F. Employees who meet the following criteria may choose to be evaluated using the short-form evaluation process:
1. The staff member has had four (4) years of satisfactory evaluations in the district or:
  2. An employee transferring to the Wellpinit School District with at least two (2) years of satisfactory long-form evaluations in their previous district and two (2) years of satisfactory long-form evaluation in the Wellpinit School District.
- G. Evaluation Process – Long-form
1. Each certificated employee shall be observed at least twice during each school year in the performance of assigned duties.
  2. At least one observation shall be completed by May 15<sup>th</sup>.
- H. The evaluator shall meet with the staff member in a pre-conference for at least one observation within ten (10) working days of an observation. During the conference, the evaluator and the staff member shall discuss lesson plans and identify items to be observed.
- I. Observation time shall total not less than sixty (60) minutes during each year.
- J. Employees newly employed by the District shall be observed at least once during the first ninety (90) calendar days of their employment period for a total observation time of not less than thirty (30) minutes.
- K. Evaluation Process – Short Form
1. A thirty (30)-minute observation will take place during the school year with a written summary or a final annual written evaluation.
  2. Employees on the short-form evaluation process must be observed using the long-form evaluation process at least once every four (4) years. A year of satisfactory observations means that the employee shall be returned to the short-form process the following year.
- L. Additional Evaluation Provisions:
1. Following each required evaluation observation, the principal/designee shall promptly document the results thereof using the appropriate evaluation report form (Appendix C). The employee shall be provided with a copy of the evaluation report within three (3) days after such report is prepared.
  2. The evaluation must clearly indicate when any information other than specific observations of the evaluator has been used and clearly identify the source of the information.

3. The employee shall sign the District's copy of the evaluation report to indicate receipt of a copy, provided, however, the signature of the employee does not indicate agreement with or approval of the report.
4. If the employee disagrees with the report, the employee shall be entitled to add comments or explanations, as he/she deems necessary that will be attached to the evaluation in the employee's personnel file.
5. All evaluation reports shall be promptly forwarded to the District's personnel office.
6. In the event that an evaluation report indicates that the employee has performance deficiencies in one or more areas defined in the evaluation criteria the principal/designee and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration shall be given to utilizing the services of available resource personnel to observe the employee's performance and make recommendations for improvement (Appendix C).
7. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
8. Certificated support personnel may request an additional observation by a District Administrator.
9. Principals/Designees authorized to make evaluations may make evaluations other than those specifically required at any time during the school year. When such evaluations are made in report form it shall be identified in the evaluation report both as to date, time and length of observation and shall be discussed with the employee within the reasonable time.

M. Probation shall be completed in accordance with RCW 28A.405.100

1. Evaluator's Report

Starting after October 15<sup>th</sup>, in the event the principal/designee determines that, based on the evaluation criteria, the performance of a non-provisional employee is unsatisfactory, the principal/designee shall report the same to the Superintendent on or before January 30. The report shall include:

- a. The evaluation report on which unsatisfactory performance has been based.
- b. Identification of specific areas of deficiency.
- c. A specific and reasonable program designed to assist the employee in improving his/her performance and remedying his/her deficiencies.

- d. A statement outlining the areas of assistance that will be provided by the supervisory staff.

## 2. Probationary Period

- a. If the Superintendent concurs with the evaluator's judgment that the performance of the non-provisional employee is unsatisfactory, the Superintendent shall place the non-provisional employee in a probationary status beginning on or before February 1 and consist of sixty school days. On or before February 1, the employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:
  - i. Specific area of performance deficiencies.
  - ii. A suggested reasonable program for improvement.
  - iii. A statement indicating the duration of the probationary period and the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area or areas of deficiency.
  - iv. A statement outlining the areas of assistance that will be provided by the supervisory staff.
- b. During the probationary period, the employee may not be transferred from the supervision of the original evaluator.

## 3. Evaluation During Probation

- i. Within five (5) working days after the delivery of the probationary letter, the principal/designee shall schedule a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- ii. During the probationary period, the probationary employee will be observed at least twice monthly by the evaluator to supervise and make a written evaluation of the progress made by the employee. Such evaluations shall be documented using the long evaluation form (Appendix C), in accordance with the procedures set out in Section 3 and 7 of the Evaluation Procedures.
- iii. The probationary employee shall be removed from probation if the criteria has been met in those areas specifically set forth in the notice of probation.

## 4. Probation Conclusion/Recommendation

- i. If the probationary employee has not been removed from probation, the evaluator shall submit a written report to the Superintendent not later than the first working day of May. The written report shall indicate the employee's performance during the probationary period and contain a recommended course



of action to be taken by the Superintendent. The probationary employee shall be given a copy of said report.

- ii. If the Superintendent believes there is probable cause to non-renew the probationary employee, notice must be provided to the employee on or before May 15<sup>th</sup> and state the reason(s) for the non-renewal. The employee has ten days from receipt of the notice to file a hearing request with the Board and is entitled to hearing before a hearing officer as outlined by RCW 28A.405.210.

## **Section 11: General Requirements**

1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge of the employee at the employee's work site.
2. **Signatures:** The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation and/or evaluation report, not that he/she necessarily agrees with its content.
3. **Copy and Response:** A copy of each observation shall be given to the observed employee within five (5) working days of the observation. A copy of the evaluation shall be given to the employee by June 1. Within seven (7) days, the employee may submit written comments concerning the report which shall be attached to the report in the employee's file.
4. **Principals' Yearly Evaluation Files:** The principal's yearly evaluation files shall be purged at the end of each school year or no later than June 30.
5. **Unsatisfactory Notification:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" on final evaluation must have been preceded with a written statement and/or formal conference with the employee in order to provide notice of the problem, specific suggestions for improvement, and reasonable time and opportunity for improvement.

## **Section 12: Use of Evaluation Results**

Evaluation results shall be private and confidential and shall be used:

- A. **To Document Satisfactory Performance:** To document the satisfactory performance by an employee of his/her assigned duties;
- B. **To Identify Areas for Professional Growth:** To identify area(s) for professional growth according to the criteria included on the evaluation instrument;
- C. **To Document Unsatisfactory Performance:** To document performance by an employee judged unsatisfactory, based on the adopted evaluation criteria.

## **ARTICLE VIII - LEAVES**

### **Section 1: Sick, Injury and Emergency Leave**

Employees who are contracted to work a full school year shall be credited at the beginning of each year with twelve (12) days leave for personal or family illness, injury, disability, medical appointments, or emergencies. Any unused days of leave at the end of the year shall be accrued as sick leave. Employees who work a partial schedule or less than a full year shall be appropriately prorated.

Sick leave may be taken in quarter-hour increments.

Upon District request, a physician's signed statement will be required to support an absence of three (3) or more consecutive days. Employees who abuse the provisions of this section shall be subject to disciplinary action.

Notice of illness requiring time off from work shall be reported as soon as possible of the day to be missed. If an ill employee cannot return to work for the ensuing day, he/she shall notify the District office of such anticipated absence as soon as possible.

Employees who have depleted their sick leave will be required to use any available personal leave before taking leave without pay.

### **Section 2: Emergency Leave**

The District shall allow employees to use any of their accumulated leave balances in the event the employee has an emergency, as defined as, a problem that has been suddenly precipitated or is unplanned; or where preplanning could not relieve the necessity for the employee's absence during school hours up to three (3) consecutive days.

### **Section 3: Family Medical Leave Act (FMLA)**

At the exhaustion of an employee's sick leave, an employee may apply for Family Leave under FMLA.

### **Section 4: Shared Leave**

The District shall provide employees with access to leave sharing (sick leave bank) in accordance with state law.

## **Section 5: Parenting Leave**

Per the Pregnancy Discrimination Act of 1978, no employee shall be discriminated against in terms of employment on the basis of pregnancy, childbirth, or related conditions.

### **A. Childbirth, Adoption, Non-maternal Leave**

1. Leave for childbirth shall be deducted from sick leave for pregnancy and childbirth to the extent the employee's physician certifies the employee's need for leave.
2. Employees requesting maternity leave shall notify the District as early as possible prior to the beginning of the leave and shall indicate the expected date of return at the time the leave is requested. Employees shall advise the District of the exact date of return as soon as that date is known to the employee.
3. An employee returning from maternity leave shall be assigned to her previous position, absent of Reduction in Force or other programmatic changes by the District.

B. Adoption – Up to five (5) days of accumulated sick leave may be used for adoption, court appearances regarding adoption, and family adjustment. Adoptive parents may be granted additional leave for family adjustment.

C. Non-maternal – Up to five (5) consecutive days of accumulated sick leave can be used for non-maternal childbirth leave (paternal, adoption,). Additional leave may be granted under provisions qualifying as family illness, or with approval of the Board in extenuating circumstances.

## **Section 6: Emergency Leave Without Pay**

Leave without pay may be granted, at the discretion of the Superintendent or designee, if an employee exhausts their sick and personal leave days and leave sharing is not available.

## **Section 7: Annual Sick-Leave Conversion**

The District will pay sick leave cash out as authorized by state law. Should the state rescind sick leave cash out, this provision will become immediately null and void.

## **Section 8: Retirement Buy Back or Death Conversion**

A. In accordance with RCW 28A.400.210 the District hereby adopts a pre-retirement and a post-retirement medical benefit plan for eligible employees with accumulated sick leave conversion funds.

- B. At the time of separation from Wellpinit School District employment due to retirement or death, an eligible employee or employee's estate shall receive remuneration at the rate equal to one day's current monetary compensation of the employee for each four full days of accrued leave for illness or injury. (RCW 28A.400.210).
- C. The administration of this plan shall be in accordance with RCW 28A.400.210 – Employee attendance incentive program – Remuneration or benefit plan for unused sick leave and WAC 392-136 Finance – Conversion of Accumulated Sick Leave

**Section 9: Personal Leave**

Each employee shall receive three (3) personal leave days per year, with pay. Up to two (2) days may be carried over into the next contract year. No employee shall accumulate more than four (4) days to be used in a contract year. Unused leave in excess of two (2) days shall be cashed out at the rate of \$225.00 per day. Employees can request pay out at any time of the year and if requested by the 15th<sup>d</sup> day of the month will be in the month's pay. The following restrictions will apply:

1. Personal leave must be approved by the employee's immediate supervisor
2. Personal leave must be requested at least twenty-four (24) hours in advance and/or may not be taken the first or last day of school or be attached to other leaves or holidays unless approved by supervisor
3. The district shall retain the right to limit use of personal leave, when needed, if personal leave is requested by more than five (5) employees for the same day. Personal leave shall be granted on a first come, first serve basis

**Section 10: Bereavement Leave**

Up to five (5) days shall be granted with pay per occurrence for bereavement of a relative in the immediate family or employee's partner's household or up to two (2) of sick leave, personal leave, or leave without pay days for extended family or close personal friend. Such leave shall be non-cumulative. Employees shall notify their immediate supervisor when taking bereavement leave and record such leave as per District procedures. If bereavement exceeds the allocated time, accumulated sick leave or personal leave can be used as an option.

Immediate Family: Parents, grandparents, siblings, or any family member who has lived in the household for the last five (5) consecutive years.

**Section 11: Jury Duty and Subpoena Leave**

Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve jury duty is received. WAC 357-31-315

Leave of absence with pay shall be granted when an employee is served a subpoena for a school related court case to appear in a court of law. Non-subpoenaed witness fees, including substitute cost may be deducted from the teacher's regular pay.

### **Section 12: Military Leave**

Employees shall be granted military leave in accordance with state and federal law.

### **Section 13: Association Leave**

Up to twelve (12) days per school year may be granted to authorized representatives for official Association business. No more than two (2) members of the association can take such leave on any given day (unless superintendent or designee permission). Leave shall be granted on Association's request provided that substitutes are available. The Association shall pay the costs of the substitute for the association leave.

### **Section 14: Leave of Absence**

- A. Leave of absence up to one (1) year without pay may be granted to employees by the discretion of the Board for personal or professional reasons such as but not limited to recuperation, child rearing, business related to a death in the family, working in a professional related field, study, or travel. Leave of absence may not be taken for teaching in another school district within Washington State. An employee wishing to maintain benefits during the leave may do so if the carrier is in agreement by notifying the District and paying for the cost of insurance on a monthly basis.
- B. Employees shall notify the District in writing on or before March 15 of their intent to return from leave of absence for the following school year. Upon return from leave the employee shall be placed in the last held position or in a similar position in the District absent of Reduction in Force or other programmatic changes by the District. The Board may extend the Leave of Absence for up to one (1) additional year.

## **ARTICLE IX – FISCAL**

### **Section 1: Salary Schedule**

- A. The annual salary schedule shall follow the Washington State Salary Allocation Schedule for Certificated Instructional Staff and apply to all certificated employees employed under annual teaching contracts (see Appendix A).

### **Section 2: Salary Placement**

- A. Salary schedule placement shall be according to each employee's qualifying highest degree, number of credits, and experience in accordance with regulations determined by the Office of Superintendent of Public Instruction and as prescribed by WAC 392.121.262 and RCW 28A.150.290.
- B. College/University credits shall be reported by means of Official Transcript or clock hours with appropriate documentation and sent to the District office by October 1<sup>st</sup> in order to count toward the current year's salary. It is the employee's sole responsibility to provide the school District with official transcripts or documentation of any classes that may apply toward salary placement. It is the employee's responsibility to verify that their placement on the salary schedule each year is correct.

### **Section 3: Clock Hours**

The District guarantees to offer a minimum of thirty (30) clock hours of in-service on campus per year. Certificated employees are not required to take those classes. Ten (10) clock hours shall equal one (1) college credit. The Superintendent will require verification of all credits earned/received.

### **Section 4: Length of Workday**

- A. All certificated employees may be assigned appropriate starting and dismissal times, with a continuous thirty (30) minute duty free lunch period. Employees shall report to work at least thirty (30) minutes before the regular school day begins and continue to work at least thirty (30) minutes after the regular school day ends. The length of the assigned workday shall be considered a seven and one-half hour (7.5) day. Starting and dismissal times may vary.
- B. Additional school functions and building meetings may entail additional time beyond the employee's day. The District also recognizes as professional educators, extra-curricular/informal instructional activity attendance is a priority for student growth.

## **Section 5: Length of Work Year**

The length of the regular certified individual teaching contract shall be one hundred eighty (180) days.

## **Section 6: Responsibility Contracts**

The District and the Association agree that because the success of the Wellpinit School District is dependent upon hiring and retaining the highest quality teachers, and that providing a quality education for students requires from teachers a commitment to the profession beyond the base contract, normal workday hours and school year and since state law allows additional compensation for additional time, additional responsibilities or incentives (TRI), staff will be offered a supplemental contract of six (6) additional days, payable at their per diem rate, which may be worked in increments of one or more hours.

The supplemental contract will be paid for activities including but not limited to:

1. Preparation for school opening;
2. Work connected with the conclusion of the school year;
3. Conferencing/communicating with students or parents above and beyond building-wide scheduled conferences;
4. Supporting school/student activities;
5. Providing individual help to students;
6. Evaluating student work;
7. Workshops, classes and in-service work;
8. Researching educational materials and supplies;
9. Improving and maintaining professional skills;
10. Preparation and revisions of materials;
11. Planning with other employees in areas of instruction and curriculum;
12. Working with computers and other technology as related to educational uses.

Staff will be responsible for submitting documentation of their additional hours to the District's Business Office on the agreed upon TRI Request Form. This form shall require the certificated employee's immediate supervisor's signature. The payment for the documented days will be paid in the earliest possible pay period.

- A. Additional supplemental contracts may be issued. For work outside the employee's workday including the summer break, individuals shall receive a prorated daily rate of \$225. The length of the workday is defined in Article II, Section 2.14.



## **Section 7: Extra-Curricular/Informal Instructional Activities**

The Extra-Curricular/Informal Instructional Activities Salary Schedule shall be attached thereto, and by reference incorporated herein. The Parties retains the right to add or revise this schedule as needed.

## **Section 8:**

- A. The District shall provide a professional fund of \$400.00 (\$700.00 if there is no COLA) to be available annually to each employee. At the employee's discretion, this fund may be used to pay for a variety of professional expenses. All requests for reimbursement must be accompanied with receipts. Professional fund expenses may include:
1. Instructional supplies and materials
  2. Professional publications
  3. Professional dues
  4. Conference registration/materials
  5. Tuition
  6. Clock hour payments
  7. Substitute costs
  8. Other related professional expenses

Professional Development Days:

There shall be two (2) districted directed professional development days. Such days will be used for employee orientation, training, and curriculum development and classroom preparation before the start and end of school year. These days shall be paid at the employees Per Diem rate of pay.

## **Section 9: Per Diem Rate of Pay**

Per diem rate of pay is calculated by using the employee's base salary/by the number of days in the employee's contract year. The hourly per diem rate equals the daily per diem rate divided by the number of hours in the work day as per Article IX, Section 3.

## **Section 10: Tax Shelter Annuities**

- A. The District shall provide through its payroll system the opportunity for its employees to participate in approved tax-sheltered annuities.
- B. Approved tax-sheltered annuity programs shall be defined as those programs approved by the Board.
- C. The Association may recommend tax-sheltered annuities to the Board.

### **Section 11: IRS Section 125 Plan**

The District will provide an IRS Section 125 plan (Flexible Savings Arrangement (FSA)) for use by individual employees. The District will pay required management fees for the IRS 125 plan.

### **Section 12: Travel Allowance**

An employee who is authorized in advance by the Superintendent to use his/her personal car on District business shall be compensated at the IRS rate, as outlined in Board Policy. The mileage shall be validated by the employee's immediate supervisor in accordance with regulations and procedures of the District.

### **Section 13: Health Insurance**

- A. The District shall pass through to each employee the full state allocation for insurance premiums. In addition to the state allocated FTE insurance benefits paid to the District, the District agrees to pay a monthly equivalent amount for each certificated employee above the state FTE that works within the District.
- B. The District shall pay to the carriers the full premium costs of the medical and dental programs, up to the maximum stated above.
- C. The District shall make payment of all premiums for such employee to assure coverage for the terms of this Agreement, subject to the no-strike provisions of the duration article of this Agreement. If such employee terminates his/her employment prior to June, coverage of insurance shall continue to the end of the month in which termination occurred.
- D. This Agreement is reached with the understanding that insurance benefits contributed by the state and the District go into an insurance benefit pool and insurance benefits are distributed according to the state recommended pooling plan. If an employee elects to purchase insurance coverage above the amount the pooling plan allows, the District shall deduct the additional amount from the employee's monthly check.
- E. In addition to the amounts described above, the District shall pay 100% of the State retiree subsidy owed to the State Health Care Authority.

## ARTICLE VI – GRIEVANCE PROCEDURE

### Section 1: Grievance Procedure

The purpose of this grievance procedure is to secure at the lowest possible administrative level equitable solutions regarding problems arising over the meaning and interpretation of this Agreement.

#### A. DEFINITIONS:

**Grievant:** Shall mean one or more teachers who singularly or jointly allege a violation of the Agreement as it concerns their individual or collective interests. The Association shall be the grievant where class grievances are involved.

**Class Grievance:** Shall mean grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association on behalf of the grievant(s) at Step 2.

**Grievance:** A claim by a teacher, group of teachers, the Association or the School District that there has been a violation or unjust application of the terms and conditions of this Agreement. Adverse changes of contract shall not be considered a grievance under this contract.

**Days:** Shall mean student days.

#### B. PROCESS:

##### STEP 1

The parties involved acknowledge that it is desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Within fifteen (15) working days following knowledge of the act or conditions which is the basis of the complaint, the grievant(s) must orally present his/her complaint to their immediate supervisor. If the issue remains unresolved, the grievance shall be submitted in writing within an additional five (5) working day period. The immediate Supervisor or Administrator will have seven (7) working days in which to reply should the grievance be appealed in writing.

##### STEP 2

In the event the dispute is not settled in STEP 1, within five (5) working days the grievance may be appealed to the Superintendent or an official designee. The Superintendent shall arrange for a hearing with the grievant and/or representative to take place within five (5)

working days of receipt of appeal. Upon conclusion of the hearing the Superintendent shall have five (5) working days to render a written decision.

### STEP 3

If the decision reached at Step 2 of the procedure does not satisfactorily resolve the grievance, the grievant may submit their grievance to the School Board within ten (10) days of the decision in Step 2. Within twenty (20) days after receiving a request for a Board hearing, the Board shall schedule and conduct a hearing with the grievant and then render a written decision within five (5) days of the hearing.

### STEP 4

If the Association is not satisfied with the disposition of the grievance at Step 3, or if no decision has been rendered within five (5) days of the hearing, the Association may request in writing within fifteen (15) days that the grievance be submitted to binding arbitration. If this notice is not submitted to the Superintendent within the fifteen day limit, the grievance shall be deemed withdrawn.

### STEP 5

As soon as practical, on receipt by the District of a written request to arbitrate, the parties shall meet to select an arbitrator. If the parties fail to agree on an arbitrator, either party may request a list of arbitrators and agree to use the expedited voluntary rules of the American Arbitration Association.

PARAGRAPH 6.1.3 The decision of the arbitrator shall be final and binding on the District, the Association, and the employee or employees involved. The arbitrator shall be limited in his/her jurisdiction by the provision of this Agreement and he/she shall not have the power to confer jurisdiction upon himself/herself to the agreement or to arbitrate a new provision into the agreement or arbitrate a provision away, in whole or part, and any award doing any of these is void.

C. The cost of the arbitration shall be shared equally by the District and the Association.

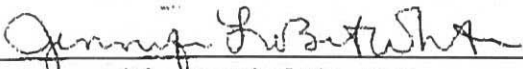
**ARTICLE VII - DURATION**

This Agreement shall be effective August 1, 2017. The remainder of the provision shall be effective upon ratification by both parties and shall continue in effect through September 1, 2020.

Dated the 2<sup>nd</sup> day of November 2017.

  
\_\_\_\_\_  
Wellpinit Certified Teachers Association

  
\_\_\_\_\_  
Superintendent

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

**APPENDIX A - 2017-2018 SALARY SCHEDULE**

**WELLPINIT SCHOOL DISTRICT**

**Table Of Total Base Salaries For Certificated Instructional Staff  
For School Year 2017-18**

\*\*\* Education Experience \*\*\*

<b>Years of Service</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>BA+45</b>	<b>BA+90</b>	<b>BA+135</b>	<b>MA</b>	<b>MA+45</b>	<b>MA+90 OR Ph.D.</b>
0	36,521	37,507	38,529	39,554	42,840	44,957	43,785	47,072	49,191
1	37,013	38,013	39,048	40,117	43,438	45,543	44,272	47,593	49,697
2	37,481	38,491	39,537	40,688	44,000	46,127	44,762	48,073	50,201
3	37,964	38,983	40,040	41,229	44,534	46,712	45,227	48,529	50,709
4	38,437	39,501	40,565	41,794	45,119	47,313	45,714	49,038	51,234
5	38,926	39,995	41,069	42,367	45,679	47,918	46,209	49,522	51,760
6	39,428	40,474	41,585	42,948	46,244	48,494	46,716	50,013	52,262
7	40,312	41,373	42,498	43,935	47,280	49,593	47,666	51,010	53,324
8	41,604	42,724	43,876	45,431	48,822	51,219	49,161	52,552	54,949
9		44,122	45,332	46,943	50,413	52,892	50,672	54,143	56,623
10			46,805	48,533	52,049	54,611	52,263	55,780	58,340
11				50,169	53,761	56,375	53,899	57,492	60,104
12				51,753	55,520	58,211	55,600	59,250	61,942
13					57,322	60,093	57,360	61,052	63,823
14					59,132	62,046	59,172	62,981	65,776
15					60,671	63,660	60,710	64,618	67,486
16 or more					61,884	64,932	61,924	65,910	68,836

<p><i>For credits earned after the BA degree but before the MA degree: Any credits in excess of 45 may be counted after the MA degree.</i></p>
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**APPENDIX A-1 - EXTRACURRICULAR/INFORMAL INSTRUCTION ACTIVITIES LIST**  
**WELLPINIT SCHOOL DISTRICT**

Other paid activities:

All activity programs that may be considered as a paid activity are based upon a supplemental contract and a time sheet submitted to the school administration. An agreement is made between the supervisor of that activity and the school administration that a program is of an extra duty or non-school or of a curricula nature and may be considered an extra pay activity.

The list of activity programs includes but is not limited to the following:

Student Supervision	Christmas Program Director
High School Graduation	Tutorial Teaching
8 <sup>th</sup> Grade Graduation	Curriculum Writing
District Approved After School Clubs or Activities	Grant Training
ASB Advisor (If not in class schedule)	Grant Implementation
After Hour School Meetings/Training	Carnival Director
Overnight Activities	

The programs or activities that are part of the daily activities and are concurrent with a teaching assignment are not considered extra pay activities. However, duties that may be of an extra “assignment of responsibility” shall be paid positions and a rider contract will be completed and added to the regular teaching contract.

**APPENDIX B - TEACHER EVALUATION SUMMARY**

TEACHER: \_\_\_\_\_ ASSIGNMENT: \_\_\_\_\_

Formal Observation Date(s): \_\_\_\_\_

Time Evaluation Began: \_\_\_\_\_ Time Evaluation Ended: \_\_\_\_\_

Rating Scale:           “P”     =   Professionally Competent  
                              “U”     =   Unsatisfactory (comments required)

	P	U
1. Instructional Skill..... Comments:	_____	_____
2. Classroom Management..... Comments:	_____	_____
3. Professional Preparation and Scholarship..... Comments:	_____	_____
4. Effort Towards Improvement When Needed..... Comments:	_____	_____
5. Handling of Student Discipline and Attendant Problems..... Comments:	_____	_____
6. Interest in Teaching Pupils..... Comments:	_____	_____
7. Knowledge of Subject Matter..... Comments:	_____	_____



PLAN FOR IMPROVEMENT: (Must be noted for any item rated “U”)

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TEACHER EVALUATION SUMMARY:

Supervisor Comments:

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Supervisor Recommendations and/or Plan for Improvement:

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Teacher Comments:

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\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher

\_\_\_\_\_  
Date

Note: The teacher’s signature above represents the receipt of the Teacher Evaluation Summary. It does not necessarily indicate an agreement with the findings.

**APPENDIX C - GRIEVANCE PROCEDURE**

**Step 1 - Part 1:** Informal communication between employee and immediate supervisor.  
*Employee completes notes and orally presents information to immediate supervisor.*

Grievance to be presented to:  
(Superintendent/Principal/Coordinator) \_\_\_\_\_

Aggrieved Individual: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Address of Aggrieved: \_\_\_\_\_

School and Grade/Subjects Taught: \_\_\_\_\_

**Statement of Grievance**

1. Nature of Grievance

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2. Specific term or provision of agreement allegedly violated:

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3. Requested Remedy:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Within fifteen (15) working days following the knowledge to the act or conditions which are the basis of the complaint, the grievant must ORALLY present his/her complaint to his/her immediate supervisor.

Usually no copies are sent at the time of informal communication. If the grievant wishes, copies may be sent to relevant people.

**Step 1 - Part 2: Written notification to immediate supervisor.**

**If the grievance is not submitted in writing within an additional five (5) working day period, it shall be considered resolved under this agreement. The immediate supervisor or administrator will have seven (7) working days in which to reply should the grievance be appealed in writing.**

Grievance \_\_\_\_\_ to \_\_\_\_\_ be \_\_\_\_\_ presented to: \_\_\_\_\_

Aggrieved Individual: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Address of Aggrieved: \_\_\_\_\_

School and Grade/Subjects Taught: \_\_\_\_\_

**Statement of Grievance**

**1. Nature of Grievance**

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. Specific term or provision of agreement allegedly violated:**

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\_\_\_\_\_  
\_\_\_\_\_  
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**3. Requested Remedy:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Copies to:  
Principal or Coordinator

Grievant  
Superintendent

**Step 2: Appealing grievance to the Superintendent.**

**In the event the dispute is not settled in STEP 1, within five (5) working days the grievance may be appealed to the Superintendent or an official designee. The Superintendent will arrange for a hearing with the grievant and/or representative to take place within five (5) working days of receipt of appeal. Upon conclusion, the Superintendent will have five (5) working days to render a written decision.**

Grievance \_\_\_\_\_ to \_\_\_\_\_ be \_\_\_\_\_ presented  
to: \_\_\_\_\_

Aggrieved Individual: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Address of Aggrieved: \_\_\_\_\_

School and Grade/Subjects Taught: \_\_\_\_\_

**Statement of Grievance**

1. Nature of Grievance

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2. Specific term or provision of agreement allegedly violated:

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3. Requested Remedy:

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Copies to:  
Principal or Coordinator  
Grievant  
Superintendent

**Step 3: Meet with the Board to mediate circumstances.**

**In the event the dispute is not settled in STEP 2, the grievant can meet with the Board prior to arbitration being called in to mediate the circumstances for the grievance.**

Grievance \_\_\_\_\_ to \_\_\_\_\_ be \_\_\_\_\_ presented  
to: \_\_\_\_\_

Aggrieved Individual: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Address of Aggrieved: \_\_\_\_\_

School and Grade/Subjects Taught: \_\_\_\_\_

**Statement of Grievance**

**1. Nature of Grievance**

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**2. Specific term or provision of agreement allegedly violated:**

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**3. Requested Remedy:**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Copies to:  
Board

Principal or Coordinator  
Grievant  
Superintendent

**Step 4: Request for Arbitration.**

**In the event the Board and the grievant fail to settle the grievance in STEP 3, the grievant may serve notice on the District of his/her desire to refer the grievance to arbitration. Any such notice shall be served with five (5) working days after receipt of the Board's answer under STEP 3. The cost of arbitration shall be shared equally by the District and the Association and/or Grievant.**

Grievance \_\_\_\_\_ to \_\_\_\_\_ be \_\_\_\_\_ presented  
to: \_\_\_\_\_

Aggrieved Individual: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Address of Aggrieved: \_\_\_\_\_

School and Grade/Subjects Taught: \_\_\_\_\_

Statement of Grievance

1. Nature of Grievance

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2. Specific term or provision of agreement allegedly violated:

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3. Requested Remedy:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copies to:

Board

Principal or Coordinator

Grievant

Superintendent

## APPENDIX D – JUST CAUSE/SEVEN KEY TESTS

The basic elements of just cause which different arbitrators have emphasized have been reduced by Arbitrator Carrol R. Daugherty to seven tests. These tests, in the form of questions, represent the most specifically articulated analysis of the just cause standard as well as an extremely practical approach.

A “no” answer to one or more of the questions may mean that just cause either was not satisfied or at least was seriously weakened in that some arbitrary, capricious, or discriminatory element was present.

1. **NOTICE:** “Did the employer give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”
2. **REASONABLE RULE OR ORDER:** “Was the Employer’s rules or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer’s business, and (b) the performance that the Employer might properly expect of the employee?”
3. **INVESTIGATION:** “Did the Employer, before administering the discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?”
4. **FAIR INVESTIGATION:** “Was the Employer’s investigation conducted fairly and objectively?”
5. **PROOF:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”
6. **EQUAL TREATMENT:** “Has the employer applied its rules, orders and penalties even-handedly and without discrimination to all employees?”
7. **PENALTY:** “Was the degree of discipline administered by the Employer in a particular case reasonably related to
  - a. the seriousness of the employee’s proven offense, and
  - b. the record of the employee in his service with the Employer?”



**CERTIFICATION**

This administrative agreement certifies that all parties recognize that this contract shall commence on September 1, 2017 and shall end August 31, 2020. By signing this Agreement, all parties acknowledge and agree to the terms and components listed herein.

Dated the 2<sup>nd</sup> day of November 2017.

  
\_\_\_\_\_  
Wellpinit Certified Teachers Association

  
\_\_\_\_\_  
Superintendent

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

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