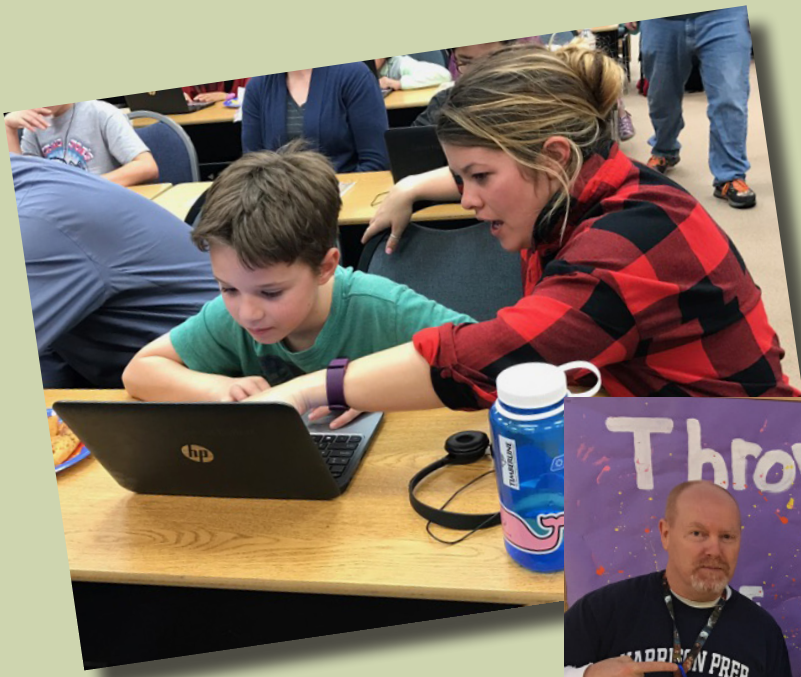




# 2022-2024

## Collective Bargaining Agreement

Clover Park Education Association



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## PREAMBLE

This Agreement made and entered into this 1<sup>st</sup> day of September, 2022 by and between Clover Park School District, hereinafter referred to as the "District" and the Clover Park Education Association, hereinafter referred to as the "Association." The Association is an affiliate of the Washington Education Association and the National Education Association.

The District and the Association recognize and value the principle that we must continue to work diligently together to assure that the students of District are receiving a quality education. We recognize the necessity of a safe school environment for students and staff. We commit to a culture of collaboration and accountability with professional interactions based on compassion, trust, and decency. Our collaborative commitment to equity and inclusion is the pathway to achieving educational justice. We maintain that it is our imperative to affirm the multiple identities/diversities in our District and ensure historically marginalized groups are supported and valued.

We also recognize the value of a partnership that acknowledges each other's respective duties and responsibilities as well as recognizing an ongoing commitment to continue working together to improve our relationship and to improve student achievement throughout the District. We recognize that certificated staff require the freedom to make educational decisions in order to meet their responsibility to provide instruction and authentic assessment in support of student learning. We recognize the District's responsibility to ensure that curriculum and instruction meets the needs of students, supports adopted learning objectives, and aligns to state standards. Educators play a vital role in reducing racism and inequity by recognizing the manifestations of racism, sexism and homophobia and creating culturally inclusive learning and working environments. It is critical that we work collaboratively to move forward in mindsets, practices and policies that are more equitable and inclusive. We recognize that administrative leadership and support is necessary to the educational process in providing adequate staffing, supplies, on-going training, and access to technology.

## ARTICLE I - ADMINISTRATION

### Section 1.1 Recognition

- 1.1.1 The District recognizes the Association as the sole and exclusive collective bargaining representative for all professional, non-supervisory certificated personnel employed by the District.
- 1.1.2 Certificated employees covered under this Agreement shall also include substitute employees who work twenty (20) consecutive days or more in one (1) assignment or thirty (30) days of work in any twelve (12) month period.
- 1.1.3 Long-term substitute teachers (twenty (20) days or more in one assignment) covered under Article I of this Agreement shall be excluded from the following articles:

Article III, Section 3.3	Personnel Contract Agreement
Article III, Section 3.4	Work Year
Article III, Section 3.10	Assignment and Transfer
Article V	Grievance Procedure
Article VI	Evaluation – Non-Classroom Teachers
Article VII	Evaluation – Classroom Teachers
Article VIII	Reduction in Force
Article IX	Leaves, except as provided by law
Article X	Salaries and Benefits, except as provided by law

Article III, Section 3.6; and Article IV, Section 4.2 and 4.4 apply to the extent that the Article and Section applied to the teacher who the substitute is replacing. Training in Article IV refers to in-building training.

Pursuant to the Grievance procedure, the Association may grieve sections of the contract where applicable to substitutes.

- 1.1.4 Casual substitute teachers (less than twenty (20) days in one (1) assignment) shall be excluded from all the above Articles, including Article IV.

## **Section 1.2 Status of Agreement**

- 1.2.1 This Agreement shall supersede any rules, regulations, or practices of the District, written or unwritten, which shall be contrary to or inconsistent with their provisions. The terms of this Agreement shall be incorporated into and be considered a part of any established personnel policies of the District affecting the employees covered by this Agreement. Existing District policies, resolutions, rules, regulations, or practices not in conflict with this Agreement shall remain operative.

## **Section 1.3 Conformity to Law**

- 1.3.1 This Agreement contains the full and complete agreement on all bargainable issues between the parties; and, except as required in Section 11.2 of Article XI or mandated by the Public Employment Relations Commission (PERC), neither party shall be required during the term of this Agreement to bargain additional issues.
- 1.3.2 If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered hereby, shall be found contrary to law by a tribunal or competent jurisdiction, and if there is no timely appeal or the appeal process is exhausted, the parties shall commence negotiations within thirty (30) days on a replacement for such provision or application. All other provisions or applications of this Agreement shall continue in full force and effect.

## **Section 1.4 Printing & Distribution**

- 1.4.1 Within thirty (30) days following the ratification and signing of this Agreement by the parties, the District shall print a copy of this Agreement for each employee. The Association shall accept this Agreement on behalf of the employees and shall distribute a copy to each employee. Each employee new to the District after September 15<sup>th</sup> of the school year shall be provided a copy of this Agreement by the District upon the date of hire. Thirty (30) additional copies shall be provided to the Association. All individuals making employment application to the District may read a copy of this Agreement on the District website or in the Human Resources office.
- 1.4.2 The Association shall pay one-half (1/2) the cost of printing this Agreement.

## **Section 1.5 District - Association Meetings**

The Superintendent and the Association President and their respective teams will meet monthly to review and problem solve around systemic and programmatic issues. Every effort will be made to discuss matters pertaining to specific site or individual concern with the Executive Director for Human Resources and/or the appropriate Assistant Superintendent. The intent is to facilitate open communication between the District and the Association.

## **Section 1.6 Notice of Policy Additions and/or Changes**

- 1.6.1 The District shall notify the President of contemplated new or amended policies, or the contemplated discontinuance of policies affecting the Association or the employees working under the jurisdiction of this Agreement as early as possible prior to the first meeting of the Board to consider such policy. The District will give the Association reasonable opportunity for discussion and input before adoption, amendment, or the discontinuance of policy affecting such employees.
- 1.6.2 The District will publish occasional informational bulletins regarding its policies and practices that will be distributed publicly. The Association will be on the distribution list.

- 1.6.3 The Association will be provided a copy of the Board backup packet that is publicly available at each Board meeting, prior to the beginning of the meeting. Public documents distributed to the Board during a meeting will also be available to the Association.

## **ARTICLE II- BUSINESS**

### **Section 2.1 Management Rights**

- 2.1.1 The Board of Directors of the District, acting on behalf of the electorate of the District, retains and reserves all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the regulations of the State Board of Education and laws and the Constitutions of the state of Washington and the United States.
- 2.1.2 The Association recognizes the Board of Directors is legally responsible for the operation of the District and that the Board has the necessary authority to discharge all of its responsibilities subject to the provisions of the Personnel Contract Agreements.
- 2.1.3 In pursuing its responsibilities, the Board develops policies that direct the administration of the District. In developing such policies, the Board will be responsible to the public needs and shall also seek the professional judgment of the certificated staff through the Association.
- 2.1.4 The Board of Directors has delegated responsibility for the administration of the District to the Superintendent and, through the Superintendent, to the administrative personnel. The delegated responsibilities include but are not limited to: operational management, control of school properties and facilities, supervision of curriculum and instruction, athletic and recreation programs, and recommendations as to the organization of District staff, including but not limited to determining what and how many positions the District shall have and selection, assignment, transfer, promotion, demotion, and dismissal of all personnel.

### **Section 2.2 No Strike/No Lockout**

The Association agrees not to cause any strikes, sympathy strikes, work slowdowns or work stoppages, and the District agrees not to lockout during the term of this Agreement.

### **Section 2.3 Association Rights**

- 2.3.1 Authorized representatives of the Association shall be permitted to visit employees in their buildings when such visits will not interfere with the employee's duty assignment or normal school operations. The parties acknowledge classroom instruction is the primary duty assignment of a classroom teacher. Because some instructional activities (for example: testing) cannot be interrupted, the Association will not enter work areas during student instruction time without advance notice to the appropriate building administrator, or designee, and the employee. No administrator shall interfere with the Association's right to investigate employee complaints.
- 2.3.2 The Association shall be notified when a formal meeting is requested with an employee to discuss the results of an investigation.
- 2.3.3 The Association may post notices of activities and matters of Association concern on designated staff bulletin boards, one of which shall be provided in each faculty room or common non-instructional area; provided, that such notices are labeled as Association materials and contain the name of the authorizing Association official.
- 2.3.4 The District will provide the Association reasonable access to new employees of the bargaining unit for the purposes of presenting information about their exclusive bargaining representative to the new employee. The presentation may occur during a new employee orientation provided by the District, or at another time mutually agreed to by the District and Association. No employee may be mandated to attend the meetings



or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within ninety (90) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty (30) minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

On a monthly basis, the District shall provide the Association with contact information for all CPEA members of the collective bargaining unit including name, address, phone number, and District email.

## **Section 2.4 Association Dues/Representation Fee**

- 2.4.1 The Association, as the exclusive negotiating representative of all employees in the Association as provided in Article I of this Agreement, will represent all such employees fairly and equally. While employees shall not be required to join the Association, membership in the Association shall be made available to all employees who apply.
- 2.4.2 Any employee who is a member of the Association, or who has applied for membership therein, may give the Superintendent or designee a voluntary written authorization for deduction from employee's monthly salary warrants of membership dues to the Association, including dues to the National Education Association and Washington Education Association. Any deductions for political contributions subject to RCW 42.17A.495 shall be separately authorized in writing by the employee on forms that comply with WAC 390-17-100, and be revocable by the employee at any time. The District shall provide all employees annual notice of their rights regarding payroll deductions for political contributions under WAC 390-17-110.
- 2.4.3 Prior to the beginning of each school year, the Association will give written notice to the District of the dollar amount of dues and assessments required of an Association member. The amount for deductions shall not be subject to change during the school year. The deductions authorized by the above provisions will be made in twelve (12) equal amounts from each paycheck beginning the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. Each month during the school year, the District will send the Association all money deducted for dues accompanied by a list of names of those employees for whom payroll deductions were made.
- 2.4.4. The Association will refund any amounts paid to it in error.
- 2.4.5 The Association and its affiliates will defend, indemnify, and hold the District harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the District in implementation of this section.

## **Section 2.5 Liability Coverage & Legal Protection**

- 2.5.1 The District will endorse the general liability insurance policy in force for the District to include employees as additional insured. Such coverage in total shall not be less than one million dollars (\$1,000,000). The coverage in force shall provide protection for each employee for any third party legal liability claims, including defense brought against an employee for damages of bodily injury or property damage (including personal injury) and arising out of the performance of the employee's duties as directed by the District. This coverage shall be limited in scope to the insuring agreements, conditions, and exclusions as are applicable to the District, the named insured. The District, shall give thirty (30) days written notice to the Association should the general liability policy be canceled or materially altered as to coverage.
- 2.5.2 Subject to insurance availability and reasonable costs, the District will provide excess liability coverage for employees authorized to use their personal automobile for District business, provided the employee's personal automotive liability policy provides for a minimum coverage of \$100,000/\$300,000 per person per accident and \$50,000 property damage per accident.

## **ARTICLE III - PERSONNEL**

### **Section 3.1 Non-Discrimination**

- 3.1.1 The District and the Association agree that no employee shall experience discrimination, jeopardy, coercion, or denial of rights from the Association or the District by virtue of the employee's participation or lack thereof in any activity or program of the Association.
- 3.1.2 The District and the Association agree this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, sexual orientation including gender expression or identity, marital status, veteran status or physical, sensory or mental disabilities, except insofar as such factors are bona fide occupational qualifications, or the use of a trained guide dog or service animal by a person with a disability, except as required by this Agreement or as otherwise provided by law.
- 3.1.3 The District and Association recognize that in order to effectively serve the diverse needs of Clover Park students, the District will continue to support a goal of diversifying the workforce to equitably represent student demographics.

### **Section 3.2 Due Process**

- 3.2.1 Nothing herein contained shall be construed to deny or restrict employee-mandated rights under laws of the state of Washington or other applicable laws and regulations. The rights granted the employee shall be deemed to be in addition to those legally provided elsewhere.
- 3.2.2 No employee shall be disciplined without Just Cause. (See Appendix 1.)
- 3.2.3 An employee shall be entitled to have a representative of the Association present during any meeting that might reasonably be expected to lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of this Agreement prior to the action being taken.
- 3.2.4 The District agrees to follow a policy of progressive discipline, and any disciplinary action taken against an employee shall be appropriate to the behavior that precipitates said action.
- 3.2.5 Any complaint not called to the attention of the employee within ten (10) workdays may not be used as the basis for any disciplinary action against the employee. The District and Association may agree to extend this timeline based on employee attendance or due to extenuating circumstances.

### **Section 3.3 Personnel Contract Agreement**

- 3.3.1 The Board of Directors annually shall contract with each employee for the employee's regular assignment with the District. This contract shall conform to state law, Washington Administrative Code, Rules and Regulations of the State Board of Education and the Professional Educator Standards Board (PESB), policies of the District, and this Agreement.
- 3.3.2 The contract shall be binding on the District and on the employees and may not be abridged or abrogated during its term by either party except by mutual consent or as may be provided in this Agreement or in District policy.
- 3.3.3 An employee who resigns their position prior to June 30<sup>th</sup> shall be released from their contract for the following school year.

### **Section 3.4 Work Year**

- 3.4.1 The basic work year for P-12 employees shall be one hundred and eighty (180) days plus the professional learning days funded by the state. The mandatory professional learning days shall be scheduled on the District calendar so long as the state funds these professional learning days. Two will occur prior to the

start of the school year and one will occur as scheduled on the District calendar in October. Any required additional days shall be compensated at 1/183 full per diem of the employee. Per diem is calculated as 1 divided by the number of days in the base work year.

Contracts varying from the basic contract shall be written for employees whose assigned duties are for more or less than the number of days specified in the P-12 basic contract.

In addition to the instruction of students, the base contract includes the professional responsibilities associated with the educator's teaching responsibilities. The obligations are consistent with the Employee Responsibility TRI contract previously attached to the CPEA/CPSD 2016-19 collective bargaining agreement.

### **3.4.2 Time, Responsibility and Incentive (TRI) days are as follows:**

#### **3.4.2.1 Event Responsibility – 1 Day**

Staff shall not be assigned event responsibility that is uncompensated. Employees will be paid one-half (1/2) day per diem after working one (1) event. If events are not scheduled at a building, the remaining time shall be deemed done and paid in the July pay warrant.

**Elementary** - One (1) Open House, and any one of the following: any work at school or PTSA/Booster Club sponsored events, concerts, carnival, curriculum fair.

**Secondary** - One (1) Back-to-School Night, and any one of the following: graduation, concerts, plays, school dances, supervision of students' behavior and conduct.

**District staff** - May select from the following: Open House, Back-to-School Night, Parent Advisory Council; program orientation; work at approved building level functions. District or itinerant staff will collaborate with their supervisor to determine which building site will be their assignment for purposes of this section.

#### **3.4.2.2 Building Centered Responsibility – 5 Days**

This time shall be reserved for each building to design and schedule collaborative staff activities or training days. These hours of time will be scheduled as the principal, department head or team leaders feel most appropriate during the year for collaborative work and may include a menu of potential activities including, but not limited to, Professional Learning Community (PLC) meetings, data team meetings, staff meetings, committee meetings, attendance at Multi-Disciplinary Team (MDT) meetings, and participation in the development of Individual Education Plans (IEP). Non-attendance will not be compensated. Should the building not use all of this time and have no plan for its use by May 1<sup>st</sup>, the unused time will be paid at the per diem rate. The calendar for scheduled building days will end on June 30<sup>th</sup> of each year. Employees will be paid in hourly increments for each scheduled activity or training on the next pay warrant.

#### **3.4.2.3 District Centered Responsibility – 1.5 Days**

This time shall be reserved for the District to design and schedule collaborative staff activities in support of the District Improvement Plan. These hours of time will be scheduled by District leadership. Non-attendance will not be compensated. Should the building not use all of this time and have no plan for its use by May 1<sup>st</sup>, the unused time will be paid at the per diem rate. The calendar for scheduled District days will end on June 30<sup>th</sup> of each year. Employees will be paid in hourly increments for each scheduled activity or training on the next pay warrant.

#### **3.4.2.4 Professional Learning Stipend (Enrichment Activity)**

The District will provide to employees a supplemental contract for the duties related to professional learning referred to as a professional learning stipend (PLS). The PLS is provided as an incentive to

fulfill responsibilities related to the District's program of professional learning under RCW 28A.415.430. The parties agree to the importance of meaningfully implementing districtwide professional learning in equity and diversity. This includes a commitment by the employee to select attendance at District-sponsored training in these areas, collaboration with colleagues regarding these initiatives, and meaningful work on implementation of this initiative, or any combination of activities related thereto. As part of this stipend, employees are also required to complete Vector training in District-designated areas by September 30-

This stipend will be 6.91% of the base salary. This stipend will be paid in twelve (12) equal payments throughout the year.

3.4.2.5 TRI payments for Event, Building, and District Centered Responsibility will be documented via the District's electronic submission process.

3.4.3 Extended year contracts shall be provided employees working beyond the base contract work year.

### **Section 3.5 Workday**

3.5.1 Each full-time employee will be assigned a school workday of seven and one-half (7 1/2) hours inclusive of a duty-free lunch period each day of no less than thirty (30) consecutive minutes.

3.5.2 Itinerant teachers' schedules will include a thirty (30) minute duty-free lunch each day, which shall not be during travel time from one location to another.

### **Section 3.6 Planning/Conference Time**

3.6.1 All full-time elementary employees shall be provided instructional planning time of two hundred eighty (280) minutes per instructional week within the standard student day as scheduled by the building site council. At least one hundred eighty (180) minutes will be scheduled in a thirty (30) minute or longer block of time. No planning period will be less than thirty (30) minutes in length, with the exception of recess. All schools are permitted to use one hundred (100) minutes of recess time toward the total amount of planning time. Building site councils are encouraged to create longer blocks of planning time by combining specialist time with lunch/recess and/or through other creative scheduling. Instructional planning time will be provided on a pro rata basis for less than full-time employees. The time that an employee's students are with a subject area specialist(s) or at recess will be available for the employee's instructional planning time. Data team meeting time shall not be taken out of the 280 minutes of planning time above. Secondary classroom teachers' planning time will be equivalent to a class period or prorated portion of a class period if the teacher is part-time. Planning time is for the employee to prepare, plan, and confer with students, parents/guardians, administration, or staff. Regularly scheduled meetings shall not be mandated during planning time. With the exception of class coverage and emergency situations, planning time will be at the discretion of the teacher.

Special Education Teachers – The District and the Association acknowledge that the duties of a case manager are distinct from those of a teacher. Special Education teachers have instructional duties as well as case management duties. Each special education teacher shall receive an additional forty-five (45) minutes per week of planning time in addition to the planning time provided above, or four (4) days or twenty eight (28) hours of release per year for the purpose of case management duties in addition to the planning time provided above.

3.6.2 Class Coverage: The building administrator may assign an employee who volunteers to cover a class during employee's preparation time. In the event there are no volunteers, the building administrator may assign an employee on a rotating basis to cover classes in the absence of a substitute or may split classes among one or more teachers.

a) Teachers (either volunteering or assigned) covering classes during preparation time shall be paid per diem for lost planning time. Coverage for more or less than thirty (30) minutes shall be paid in fifteen (15) minute increments, rounded up.

- b) If classes are split among one or more teachers, each teacher will receive their rate of per diem pay proportional to the split. For example, if a class is split between two teachers, each teacher shall be paid at their per diem x .5 which equals one-half (1/2) per diem.
- c) Counselors, Deans of Students, Athletic Directors, Consulting Teachers who do not have assigned classes may be assigned to cover classes no more than the equivalent of four (4) full days per semester and will receive the pay for planning time lost on those days. If a Counselor, Dean of Students, Athletic Director, Consulting Teacher is assigned a full-day coverage of a classroom, she/he will receive the planning period for that classroom and will also receive pay for his/her planning time that was lost. In emergency situations, employees covered by this section who are reassigned to substitute coverage in excess of four (4) full days per semester shall be paid the equivalent of one additional planning period (3.6.2.a) per occurrence.
- d) If an elementary specialist has more students due to a class being split when no substitute was available in a classroom teacher's absence, the specialist shall be paid according to Section 3.6.2.b.
- e) All non-classroom certificated employees reassigned to substitute coverage in excess of four (4) full days per semester shall be paid the equivalent of one additional planning period (3.6.2.a) per occurrence.

### **Section 3.7 Supervision Duty**

In order to allow educators to meet their professional responsibilities, classroom teachers shall not be required to do recess duty, cafeteria supervision, or hall sweeps. Any assigned duty beyond the instructional time within the school day to supervise students shall be fairly and equitably assigned in a manner easily understood by all concerned not to exceed four (4) days per month. Such duties shall not conflict with the employee's classroom schedule.

### **Section 3.8 Parent Teacher Conferencing**

- 3.8.1 The parties will strive to improve formal parent conferencing to provide District-wide consistency and effectiveness. Reasonable efforts shall be made to schedule conferences during the District provided conference half (1/2) days.
- 3.8.2 Fifteen (15) hours of evening or alternatively scheduled conference time will be available to each certificated employee in conjunction with the one-half (1/2) day conferences. Such time must be scheduled during the conference week, the five workdays before, or the five workdays after. In extraordinary circumstances, use of conference hours outside this window may be approved by the building administrator. Evening or alternatively scheduled conferences shall be paid at per diem. In order to receive payment, conference schedule must be provided to administrator.

Parent/teacher conferences will be scheduled and confirmed with parents in advance. Extended day conference periods shall be compensated, regardless of parent attendance, in one-hour increments, rounded up to the next hour.

- 3.8.3 The building site council may develop a parent/teacher conferencing option provided that such scheduling option does not interrupt the standard student day.
- 3.8.4 When virtual conferences are held to support family engagement, staff will conduct the conference from a school site. Upon supervisor approval and in extraordinary circumstances, employees may conference off-site in a professional setting.

### **Section 3.9 Personnel Files**

- 3.9.1 Employees shall have the right to review material in their personnel files maintained in the District's Human Resources Office during regular business hours. The employee may have a representative of the Association accompany her/him if the employee so desires. Upon request, copies of documents in the

personnel file shall be provided the employee. The District may assess a reasonable charge for this service.

- 3.9.2 The personnel file shall contain all annual evaluation reports and such other material that would assist in evaluating the employee.
- 3.9.3 Materials judged by the employee to be negative and/or derogatory may be answered by the employee in writing. Such written response shall be attached to the material in question and become a part of the personnel file.
- 3.9.4 Negative material in the personnel file that is over three (3) years old will have little weight in current decisions on disciplinary matters unless it involves problems of a repetitive nature.
- 3.9.5 Derogatory materials or negative reports received by the District or any of its officers or agents will be transmitted to the Human Resources Office as soon as practical for inclusion in the employee's personnel file. The District will notify an employee, in writing, of any derogatory or negative report that is placed in employee's personnel file within ten (10) days of such action.
- 3.9.6 Disagreement by an employee of the appropriateness of the content of materials filed in the employee's personnel file is a matter that may be pursued through the grievance procedure provided in this Agreement.
- 3.9.7 When an employee reviews employee's personnel file, she/he will sign and date the review only to indicate the event.
- 3.9.8 Other records retained in the Human Resources Office and subject to review by the employee upon request include:
  - a) Employment application form
  - b) Certification records
  - c) Transcripts
  - d) Copies of contracts
  - e) Routine correspondence
- 3.9.9 Any working files kept by a principal or supervisor will be destroyed when the employee leaves that building and/or the District, excluding any letters to employees or copies of official District documents. If the principal or supervisor leaves the building and/or the District, the working files will be destroyed, excluding any letters to employees or copies of official District documents.

### **Section 3.10 Assignment & Transfer**

- 3.10.1 To assure students are taught by employees working within their areas of competence, employees shall be assigned to subjects, grades, and classes in accordance with the laws of the state of Washington and regulations of the PESB. Employees shall be notified of their tentative assignments for the next year by the last day of school.
- 3.10.2 Transfer is the movement of an employee from a position at one District site to a vacant position at another site within the District. When filling vacancies by transfer, the District will consider program needs, experience, academic preparation, affirmative action, and seniority. Seniority shall be the length of time employed with the District. Tie breakers, except for seniority for transfer purposes, shall not include experience outside of the District.
- 3.10.3 Voluntary Transfer: No employee shall be required to provide portfolios or update applications in order to apply for a transfer. Employees interested in transferring shall do the following:
  - a) Complete an internal online application to inform interest in transferring.
  - b) Qualified internal applicants shall be given an interview if they meet the minimum qualifications for the posted position.

In-District applicant that is not selected for a position through the interview process at a worksite will not be required to be interviewed a second time at the same worksite for a like position within the same school year.

3.10.3.1 Transfers are subject to the following procedures:

- a) For posted positions that remain vacant past the first day of school, employees will be allowed to transfer only by mutual agreement between the District and Association. Additionally, Section 3.10.3 (b) is not applicable for posted positions that remain vacant past the first day of school.
- b) Employee must have the required certification/endorsement for the position.
- c) Employee must have a summative evaluation score of proficient or higher.
- d) From the applicants who wish to transfer to a vacancy, Human Resources will make available to the appropriate administrator the employees' files for review.
- e) Any employee who does not receive the requested transfer will, upon request and within five (5) working days, be given reason(s) she/he did not receive the transfer.

3.10.4 Involuntary Transfer

3.10.4.1 When, in the judgment of the District, the best interests of the educational program will be served by a transfer of an employee, the transfer will be made after a conference between the Executive Director for Human Resources or designee and the employee involved.

3.10.4.2 Prior to initiating an involuntary transfer, the District will actively solicit volunteers wherever possible and review all requests on file for voluntary transfer, including, where practical, qualified employees employed at the site involved, to determine whether a qualified employee is interested in voluntarily making such a transfer. Employee volunteering must have a summative evaluation score of proficient or higher.

3.10.4.3 If involuntary transfers result from a drop of program/enrollment, the employee(s) selected for such transfer shall be the employee(s) with the least seniority, as defined above, who can be transferred and maintain the school program. In the event two (2) or more employees have the same seniority ranking, their rankings will be determined by experience at their current site. In the event two (2) or more employees have the same seniority ranking after applying site experience, the provisions of Sections 8.6.2 and 8.6.3 shall apply.

3.10.4.4 In the event a school is closed, the employees will be reassigned, as much as possible, to where the student FTE is distributed. No interview will be required. Any certificated staff not assigned in this process will be involuntarily reassigned. Involuntarily reassigned certificated staff will have the opportunity to choose three (3) open positions for which they are qualified. The District shall place the employee in one of the three (3) open positions and no interview will be required.

3.10.4.5 The Association and the District shall meet by the end of February to review the reasons for any employee being considered for an involuntary transfer.

3.10.4.6 If the District and employee agree that a move is in the best interest of the school, the following process will be followed:

- a) The employee shall have the opportunity to choose the three (3) open positions for which they are qualified. The District shall place the employee in one of the three (3) positions and no interview will be required. The employee may choose three (3) open positions from openings in May or June. A transfer shall occur the following year.
- b) Involuntary transfer shall be used as a last resort. If an employee does not agree to the above transfer process, she/he may be involuntarily transferred.
- c) Any employee on a plan of improvement will not be considered for a transfer under this section.

3.10.4.7 Every effort will be made to assure that no employee will be involuntarily transferred more often than once during any two (2) consecutive year period, even if that employee is the least senior.

3.10.4.8 The District may provide the involuntarily transferred employee the opportunity to visit schools where vacancies exist.

3.10.4.9 In making the initial placement and for two (2) years thereafter, employees involuntarily transferred shall have preference over employees seeking voluntary transfer and reassignment.

### **Section 3.11 Student Discipline, Weapons and Dangerous Devices, and Use of Force**

3.11.1 The parties shall comply with District policy and procedure, laws and attendant regulations in dealing with students in possession or using any weapons or dangerous devices listed in RCW 9A.04.110.

3.11.2 Staff shall be provided appropriate assistance, support and follow-through from building or program administrators in connection with discipline issues relating to students. The District shall establish policies and administrative regulations for the purpose of implementing and administering a disciplinary system. Building administrators and staff will work together to support students' behavioral expectations. In order to facilitate this support, the principal (or designee in the principal's absence) shall be available to respond to behavioral concerns during the student day. It is the responsibility of each employee to maintain good order and discipline in the classroom and educational facility at all times. Employees shall not utilize corporal punishment in any form as a disciplinary action.

3.11.3 Each school administrator shall provide written procedures to students, parents, and staff for administering discipline. Staff in each building will be trained, before the school year starts, regarding the buildings' discipline plan and related procedures. The procedure shall address discipline referrals and communication of the final disposition to the affected staff. This training shall also include training on implicit bias and explicit equity practices, and restorative practices especially as it relates to student discipline. The principal and certificated employees in each school shall meet by May 1<sup>st</sup> of each year for the purpose of developing and/or reviewing building disciplinary standards and the uniform enforcement of those standards. The Association building representative shall provide the Association President with a copy of the school's discipline and training plan. Training will occur in August and when any changes occur. The District shall ensure that appropriate behavioral supports and instruction are provided for students who exhibit behaviors that interfere with their learning or the learning of other students.

3.11.4 All disciplinary office referrals shall be made in a timely fashion through the District student management system. The administrator will provide a timely response through the system which may include action taken, parent contacts made and additional response or follow-up.

3.11.5 Any student who creates a disruption of the educational process in violation of the building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from his or her individual classroom and instructional or activity area for all or any portion of the balance of the school day or up to the following two (2) days or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, employees must attempt one or more alternative forms of corrective action before resorting to student exclusion. Disciplinary procedures must be structured according to WAC 392-400 and the District policy.

The "conferring" between the principal or designee and staff member should include an opportunity, if requested by the staff member, for a genuine dialogue at an educationally appropriate time about the student's unexpected behavior and the steps already taken, and those necessary to be taken, to successfully restore positive educational relationships within the classroom. Restoring relationships may, in appropriate circumstances, require the inclusion of the student and/or other facilitators in the dialogue. In all cases, the parties have a joint goal to minimize the loss of instructional activity and content due to the classroom exclusion.

3.11.6 When a classroom exclusion is administered, the teacher, principal or designee must notify the student's parents (family), as soon as reasonably possible. Administrator support will be provided when requested by the teacher.



- 3.11.7 The District will take reasonable efforts to ensure that there is appropriate flow of information regarding necessary information to support the social, emotional, and learning needs of each student. Employees assigned to work directly with a student with an individual student safety plan will be provided pertinent information regarding such plan. Employees shall have access to students' disciplinary records via Skyward when educationally appropriate.
- 3.11.8 No student who has been removed as a result of a physical attack or credible threat to a staff person, and is found to have committed the offense, shall be reinstated to the classroom of the threatened or attacked staff person without a support plan which includes the teacher input. The building administrator will work to support the employee during this time.
- 3.11.9 The principal shall be responsible for ensuring each school has documented plans for responding to situations in which a student needs to be de-escalated and other students are removed from the classroom or instructional area in order to protect them and facilitate de-escalation of the student. Such plans shall recognize the possibly evolving needs and patterns of particular students; accommodating to the physical and emotional needs of staff members involved in such incidents; and thoughtful about the potential need to communicate with staff and the families of students witnessing such incidents. All staff members shall respect the legal confidentiality of student records and information related to the behavior.

### **Section 3.12 Calendar**

- 3.12.1 The calendar is in Appendix 2 of this Agreement.
- 3.12.2 The Association and District calendar will follow the continuing calendar as outlined below:
- 3.12.2.1 The first day of instruction will be the Wednesday before Labor Day.
  - 3.12.2.2 Veterans Day, Labor Day, Martin Luther King Junior Day, Presidents' Day, Memorial Day and Juneteenth will be non-student days.
  - 3.12.2.3 Thanksgiving and the day after Thanksgiving will be Thanksgiving vacation.
  - 3.12.2.4 Winter Break will be two (2) weeks long.
  - 3.12.2.5 Spring Break will be scheduled to start during the first week with three (3) or more weekdays in April and will run Monday through Friday.
  - 3.12.2.6 The October state in-service day will be a student day. If state in-service is offered to employees in the area they are assigned, the administration will work with the employee to provide release time.
  - 3.12.2.7 The semester break will be non-work, non-student day unless a building determines to use the day.
  - 3.12.2.8 Presidents' Day weekend will begin on the Friday before Presidents' Day.
  - 3.12.2.9 Early Release Days: Two (2) one-half (1/2) days will be for early release of staff on the day prior to Thanksgiving thirty (30) minutes after student dismissal and on the last day of student instruction thirty (30) minutes after student dismissal, and when the teacher has completed final checkout procedures as arranged with employee's principal.
  - 3.12.2.10 Snow Days: If snow make-up days are necessary, they will be placed as follows:
    - a) The semester break day is a snow make-up day for any snow days which occur prior to the winter break. Should this day be used as a snow make-up day, the grading deadline will be extended by one full student day.
    - b) A second snow make-up day is the Friday before Memorial Day.
    - c) All other snow days will be made up at the end of the school year unless otherwise mutually agreed between the Superintendent or designee and the Association President.
  - 3.12.2.11 Section 3.12 will be re-bargained if the District chooses to implement an alternative school year.

3.12.2.12 Parent/teacher conference days will be six (6) one-half (1/2) days. At the elementary and middle school levels, three (3) of these one-half (1/2) days shall be scheduled consecutively for fall parent conferencing and three (3) in the spring. Conferences will be scheduled Wednesday, Thursday, and Friday of the conference week.

### **Section 3.13 Itinerant Work Space**

The District will make reasonable effort to provide secure, safe and appropriate work areas for itinerants, including space for filing confidential material. The District will provide a laptop computer for each itinerant that requests one, and it shall contain email and other appropriate District approved software. When virtual conferences are held to support family engagement, staff will conduct the conference from a school site. Upon supervisor approval and in extraordinary circumstances employees may conference off-site in a professional setting.

### **Section 3.14 Classroom Visits**

The policy of the District is to invite parents to be involved in their students' education and encourage classroom visits. At the beginning of each school year, prior to September 15<sup>th</sup>, the District will review with employees the policy and procedures regarding classroom visits in order to ensure a safe learning environment.

### **Section 3.15 Employee Building Access**

Employees shall have the right to access their work site, classroom, and common workspaces during the course of the school year, during break periods, and on weekends. Reasonable restrictions on building access may be made if necessitated for cleaning and maintenance of a work site. Employees will comply with reasonable District procedures for weekend access, including prior communication to site administrator.

## **ARTICLE IV - INSTRUCTIONAL ISSUES**

### **Section 4.1 Academic Freedom**

- 4.1.1 The educator shall be free to express ideas on controversial matters in an objective, judicious, and prudent manner. Prudence will recognize such factors as the level of sophistication of the student(s) involved and the relevance at the moment of the matter(s) being discussed and/or its relevance to the educator's subject field.
- 4.1.2 Educators shall, in exercising the principle of academic freedom, recognize their responsibility to adhere to a basic commitment as educators for:
- a) Support of the Constitutions of the United States and the state of Washington.
  - b) Concern for the welfare, growth, and development of students.
  - c) An insistence upon objective scholarship.
- 4.1.3 Teachers shall be free to identify authentic assessment measures. No teacher shall be prohibited or restricted from using creative assessments where such assessments are consistent with 4.1.1.

### **Section 4.2 Lesson Plans**

The District recognizes that all employees work to improve instructional performance and believe intentional lesson planning is important to maximize teaching and learning opportunities. Weekly and/or unit lesson plans will be developed reflecting the Common Core State Standards (CCSS), or other state and/or national standards, the use of District-adopted curriculum materials and common lesson plan elements as appropriate for their subject(s) matter. Lesson plans will be available in the classroom for review. Staff working with their evaluator to improve instructional performance are encouraged to collaboratively review lessons plans. However, no staff will be required to turn in lesson plans unless they are on a plan of improvement.

### **Section 4.3 Assessment**

- 4.3.1 The District and Association agree that the District curriculum needs to be taught and assessed. The District will provide model assessments for PLC teams to consider. Each PLC team shall be responsible to decide what and when assessments are given other than required state and federal testing. Additionally, teachers are expected to participate in benchmark assessments such as MAPS, in order to facilitate the collection of data on student progress and student needs.
- 4.3.2 By October 1<sup>st</sup> the District shall provide a report detailing the state and federal tests to be administered, the scheduled windows for these tests, class time anticipated for test preparation and administration of the tests.
- 4.3.3 The District shall provide appropriate support structures for assessments such as paraeducator support and/or additional hours for assessments and data entry.

#### **Section 4.4 Class Size/Caseload**

- 4.4.1 The District and the Association recognize the importance of class size as a factor in improving student learning. The parties agree to work together to address class size issues as they arise. Class size language applies to classroom teachers as specified in Section 4.4.2. All class counts shall be based on all rostered students.
- 4.4.2 Action is required when a class exceeds the number of students listed below:

##### **4.4.2.1 Elementary Schools**

- a) K-1 maximum of 23
- b) 2-3 maximum of 23
- c) 4-5 maximum of 28
- d) In recognition of the extra time required to plan and deliver two grade level curriculums, employees with split grade level classes shall be paid a one-thousand-dollar (\$1,000) stipend. This does not apply to multi-age classrooms. Elementary split classroom maximum of:
  - 1. K-3 = 22
  - 2. 3-4 = 24
  - 3. 4-5 = 26
- e) Elementary specialists – Nine (9) thirty (30) minute sections per day with a maximum of forty-seven (47) sections per week. Four (4) minutes shall be provided between sessions. Time between sessions for itinerant specialists may be extended to allow for reasonable travel time. One (1) section shall be one (1) class as defined in Section 4.4.2.1 a-d.
- f) Specialists (PE, Fine Arts, Librarians and Counselors) have unique challenges when there is high student enrollment in a building. Elementary buildings shall be allotted appropriate funds to ensure there are not inflated specialist classes.

##### **4.4.2.2 Middle Schools**

- a) Average of thirty (30) students per class per day with a maximum of thirty-two (32) students per class per day, except for the following:
  - 1. Physical education – maximum of thirty-five (35) per class.
  - 2. Class size limits do not apply to band, choir, music, or instrumental. However, available space, equipment, and employee and student safety shall be a consideration for these classes.
- b) Advisory type classes shall meet a maximum of one (1) hour per week, with a maximum of twenty-five (25) students, with the exception of special events. Advisory will count as four (4) students toward the maximum class size average as referenced in Section 4.4.2.2.a.

##### **4.4.2.3 High Schools**

- a) Average of thirty (30) students per class with a maximum of thirty-two (32) students per class and one hundred eighty (180) students over two (2) days, excluding PE.
  - 1. Physical education – a maximum of two hundred ten (210) students over a two (2) day period.
  - 2. Class size limits do not apply to band, choir, music, instrumental, or JROTC. However, available space, equipment, and employee and student safety shall be a consideration for these classes.
- b) Advisory type classes shall meet a maximum of one (1) hour per week, with a maximum of twenty-five (25) students, with the exception of special events. Advisory will count as four (4) students toward the maximum class size average as referenced in Section 4.4.2.3.a.

4.4.2.4 PE, band, choir, music, instrumental, JROTC, teachers may submit class size concerns to the principal. If after five (5) days the concern is unresolved, the employee may submit his/her concern to the Assistant Superintendent advising them of the concern and of the action taken by the principal and/or program director. The Assistant Superintendent will respond to the employee recommending a disposition of the concern consistent with the District program and mission and within budgetary, contracted, and legal constraints. Should class size concerns continue to exist, an appeal can be made to the Superintendent/Association President for review. Section 4.4.3 does not apply to band, choir, music, and instrumental.

4.4.3 No overload claims shall be filed during the first two (2) weeks of each marking period in order to allow time for the review and balancing of class size(s). Any employee who has class size(s) that exceed the numbers listed above shall initiate the following procedure:

4.4.3.1 **Step 1:** When a class or section goes into overload, the teacher will be provided a copy of the class size form (Appendix 14) by the building administrator. The teacher shall complete the class size form (Appendix 14) and give it to the building principal. The building principal and employee will meet within five (5) days to discuss the class size issue and determine a mutually satisfactory resolution based on the overload options in 4.4.3.3.

4.4.3.2 **Step 2:** The building principal will initiate the plan of action to resolve the overload within five (5) working days. The teacher will be paid for overload (option e) for every day until or unless some alternate plan is put in place.

#### 4.4.3.3 Overload Options

- a) Add certificated staff (substitute, cadre).
- b) Create additional sections.
- c) Redistribute/provide twenty (20) minutes of paraeducator time per student daily for classes that are overloaded. If the paraeducator is not present, the teacher will be paid as described in option e.
- d) Other creative solutions, which do not violate this Agreement (with respective District approval).
- e) Pay per student over the maximum class-size limits, based on rostered students: Elementary is ten dollars (\$10) per student per day, Middle School is two dollars (\$2) per student per period per day, High School is three dollars (\$3) per student per period per day.

All student counts are based on rostered students.

Solutions must have final approval of District level administration (Assistant Superintendents). Should a-d not be implemented by the tenth (10<sup>th</sup>) workday after the form is submitted, option e (pay per student option) will be implemented, and the pay shall be retroactive to the first day the overload was reported as determined by students rostered to the class.

4.4.4 Itinerant support personnel may submit caseload concerns in writing to principal or program director. If after five (5) days the concern is unresolved, the employee may submit concerns to the Deputy Superintendent advising of the concern and of the decision and/or action taken by the program director. The Deputy

Superintendent will respond to the employee recommending a disposition of the concern consistent with the District program and mission and within budgetary, contractual, and legal constraints. Should caseload concerns continue to exist, an appeal can be made to the Superintendent/Association President for review.

4.4.5 The District will offer training throughout the school year on strategies and methods that can be used for all students, including those with special needs and English Learners (EL).

4.4.6 The District will take into consideration state and national guidelines when assigning caseloads/workloads for Educational Staff Associates (ESA) including Psychologists, Counselors, Social Workers, and Nurses. The District will also take into consideration buildings with unique student support needs. If the caseload/workload issue cannot be solved within the group of colleagues, a conference shall be held with building administrator/District administrator within five (5) working days to discuss the issue(s). The parties will initiate a mutually agreed to plan of action to resolve the overload within five (5) working days of the conference. Options include, but are not limited to the following:

- a) Reallocation of responsibilities for particular students
- b) Add certificated staff
- c) Additional-classified employee time
- d) Additional release time for planning, IEPs, or evaluation

4.4.7 Special Education and Special Services Caseload:

The District shall allocate special education and ESA staffing on a fair and equitable basis, considering the handicap severity of students served, degree of itinerancy, direct service responsibilities and total student load.

The District and the Association recognize the workload impact of and distinction between active caseload and annual caseload:

Case Manager – The staff member responsible for scheduling family meetings, updating progress, maintaining the IEP and all related paperwork, and compliance with all legal and District requirements.

Active Caseload – The number of students for which a special education teacher is the case manager or a student for whom the ESA is required to provide direct therapy services.

Annual Caseload – The number of IEPs that an employee has written throughout the school year

Rostered IEPs in Compliance: The number of locked IEPs, timely and in compliance, a staff member has assigned to them as case manager. This is not necessarily equal to Active Caseload.

- a) Functional Academics/Functional Transition – one teacher and two (2) paraeducators per fifteen (15) students
- b) Life Skills – one teacher and two (2) paraeducators per ten (10) students
- c) Success (EBD) – one teacher and two (2) paraeducators per ten (10) students
- d) Resource – class size limit of eighteen (18) students with an active caseload limit of twenty-seven (27) IEPs
- e) Preschool – one teacher and one (1) paraeducator per twelve (12) students (AM/PM)
- f) Transition – one teacher and one (1) paraeducator per fifteen (15) students

Caseload for OT, PT, SLP shall be as listed below and is defined as actively rostered caseload students being provided direct therapy services provided by the ESA. ESA service providers who are the case manager will receive a full IEP credit for each IEP written. ESA service providers who are not the primary case manager will receive .5 credit to their annual caseload count for IEP contributions and progress updates written.

- a) Occupational Therapist – forty (40) students

- b) Physical Therapists – forty (40) students
- c) Speech Language Pathologist – fifty (50) students

The Director of Special Education, the building principal and the employee will meet within five (5) days to discuss the caseload issue and determine a mutually satisfactory resolution based on the options below. Solutions must have final approval of District level administration. Should a-g not be implemented by tenth (10) workday after the form is submitted, option e (pay for IEP) will be implemented.

The District will make every reasonable effort to ensure that no special education staff member is unreasonably burdened with workload related to caseload including a need for additional support due to unique student concerns. A special education staff member whose workload exceeds the limits of the remedy section below shall meet with the Director of Special Education and the Association president to find an appropriate remedy.

Options include, but are not limited to the following:

- a) Reallocation of responsibilities for particular students
- b) Add certificated staff
- c) Additional paraeducator time
- d) Additional release time for planning, IEP writing, IEP meetings, or evaluation meetings
- e) Pay one hundred twenty-five dollars (\$125) per IEP for caseload over the limits listed above. Payable in the July warrant for all completed and compliant IEPs.
- f) Additional paid time outside the contract day to complete required duties. Requires administrative pre-approval
- g) Other mutually agreeable solutions

#### **Section 4.5 Professional Development**

- 4.5.1 Purpose: The Association and District believe in providing opportunities to enhance teaching and learning through professional development program(s). The District and Association agree that professional development should be comprehensive, sustained, job-embedded (including job-embedded coaching), and collaborative. Professional development should be primarily directed at the site level under the District framework in order to meet the needs of certificated staff and students by improving educator effectiveness and increasing student achievement.

The Association and District believe the common purposes for professional development are:

- a) To close the Achievement Gap.
- b) To impact, both directly and indirectly, student achievement by focusing on all students.
- c) To support and continually strengthen instructional practice.
- d) To align the P-12 curriculum.
- e) To further the District's intent to address racism, sexism, ableism and homophobia.
- f) To further the District's intent to implement inclusionary practices.

- 4.5.2 The District will provide clock hours for time spent working on District-sponsored activities and will notify the Association of this prior to the occurrence of the first half-days or professional development days.

- 4.5.3 Intent: The mission of this long-term professional development program will be narrow, focusing on the main instructional goals of the District. In recognition of variations in staff experience and training needs, every effort will be made to provide a menu of training choices. In order to facilitate choices that are relevant at each site, employees are encouraged to propose relevant, site-specific trainings for administrative approval. The areas of focus will include topics identified for District improvement under state law and relevant District initiatives. The aim of the professional development days is to continually

strengthen instructional practice, increase student achievement and provide collaborative planning time for employees, the effect of which is to lighten their workload.

The program shall involve collaboration within and across schools as a main delivery system. There will be a clear connection between instruction and collaboration activities, with clear objectives stated. We believe in hands-on, practical training that is differentiated and delivered modeling best instructional practices.

The professional development program shall be reviewed and modified yearly for effectiveness, relevance, and its relationship to this section.

4.5.4 Professional Development Committee: The Committee will be comprised of five (5) employees chosen by the Association President and five (5) employees chosen by the Superintendent or designee. Committee recommendations will be reviewed by the Association and the District. The Committee shall meet twice annually (in the fall and the spring) to review professional development survey results and discuss the professional development plan for the upcoming school year. In addition, the Committee shall review the professional development plan to ensure a focus on equity, inclusion, and educational justice.

4.5.4.1 In addition and in recognition of the District's commitment to meaningfully implement professional learning in equity, diversity and inclusion, the Superintendent or designee and the Association President shall collaborate on the selection of up to eight (8) CPEA members to serve on the District equity team for the purpose of reviewing and providing feedback on District-wide professional development in pursuit of equity, inclusion, and educational justice. At the discretion of the Superintendent, the equity team will include District administration. The equity team meetings will be co-facilitated by the Superintendent or designee and one of the CPEA members on the equity team. The agenda and yearly schedule for these meetings will be co-created by the same people who co-facilitate the meetings.

4.5.5 Full Day Training: The District shall provide instruction on the above professional development program on the two (2) professional development days referenced in Section 3.4.3. Non-attendance at professional development days will not be compensated.

4.5.6 Late Start Wednesdays:

1. PLCs will meet on late start Wednesdays as indicated on the District calendar, except for the following days:
  - a. Parent conference Wednesdays (Fall and Spring);
  - b. Day before Thanksgiving
  - c. The first and last day of school.
  - d. The first late start Wednesday in September and the last late start in June shall be teacher directed. In addition, the first late start in November, the last late start in January and the last late start in March shall be teacher directed.
2. Six (6) late start Wednesdays will be used for district professional development as indicated on the district calendar. Principals/presenters will model effective instructional practice that allow for both independent and collaborative application and implementation of professional development.
3. When there is a school delay or closure, schools will operate on the school delay or closure schedule published on the district and school website. The PLC will be cancelled if the school delay or closure occurs on a Wednesday. In such cases, the collaboration time will not be required to be made up.
4. A total of ninety (90) minutes have been set aside for late start Wednesdays. The staff and administrators at each building shall establish norms for starting and ending collaborative team meetings in a way that accommodates the practical needs of staff and administrators for student supervision and an efficient transition from collaboration to instruction.

Part-time employees and building administrators shall develop individualized plans at the building level for equitable obligations for and participation in collaboration time.

- 4.5.7 ESA Professional Development: The parties agree that professional development for ESA staff will pertain to their role and will conform to the intent of Section 4.5.
- 4.5.8 Acceptance of Clock Hours/Inservice Credits: The District shall accept all clock hour and in-service credits that meet PESB Approval Standards. The credits shall count for advancement on the salary schedule. Ten (10) clock hours equal one (1) quarter credit and shall be recognized for the salary schedule placement.
- 4.5.9 Participation in District staff training programs, when offered outside of the contracted workday/week/year, shall be optional. Paid training will be based on participant's signature on an attendance sheet. No limits will be placed on the number of hours claimed for clock hours/credits.
- 4.5.10 The District will provide one day of training and professional development, including legal updates, for special education staff scheduled in increments throughout the school year and paid at the per diem rate.

#### **Section 4.6 Training & Instruction Rates**

- 4.6.1 Staff Training: \$40 per hour (outside the responsibility stipend).
- 4.6.2 District Work Groups/Taskforces: \$46 per hour.
- 4.6.3 Staff Development Instruction: Per diem hourly rate for-direct instructional time, and a one-time preparation time (hour for hour), up to five (5) hours for each new course.
- 4.6.4 Summer School: per diem hourly rate
- 4.6.5 Summer School Coordinator: per diem hourly rate
- 4.6.6 Extended Learning: \$40 per hour
- 4.6.7 After School Direct Instruction: per diem hourly rate
- 4.6.8 During WAKids assessment window, upon employee request, the District will redistribute paraeducator staffing at a building to support kindergarten teachers in either data entry or other workload support WAKids. Kindergarten teachers needing additional time to complete WAKids requirements outside the contract day may timesheet additional hours at the per diem rate with administrative pre-approval.

#### **Section 4.7 Standard Student Day**

Six (6) hours and thirty (30) minutes will be the standard day for students.

#### **Section 4.8 Implementation of Site Decisions**

- 4.8.1 The building principal will collaborate with staff to develop a building site council process which promotes shared decision-making based on democratic ideals and does not allow violation of this Agreement.
- 4.8.2 The District and Association agree the purpose of the building site council process is to:
  - 1. Increase student achievement by improving the quality of instruction.
  - 2. Support the principal in timely, effective decision-making processes that acknowledge the benefits of a collaborative work environment.
  - 3. Increase opportunities for staff to use initiative to explore new and creative strategies and approaches.
  - 4. Provide a climate that enhances the effectiveness and satisfaction of all staff through opportunities for active participation.
- 4.8.3 The District, in collaboration with the Association, will support the building site council process by providing strategic direction and core beliefs, coordinating efforts across sites, assisting in assessment of the efforts, and providing technical expertise, training and other support as needed.



- 4.8.4 As the primary person responsible and accountable for the management of the school, the principal is a key member of the building site council. To assure maximum success of the building site council process, the following components will be in place:
1. In order to improve student achievement, the implementation of the School Improvement Plan and/or District Improvement Plan will be the primary focus of each building site council.
  2. Building site council members representing all building stakeholders will be democratically elected.
  3. Operating rules and conditions will be determined by the building site council, reflected in the bylaws, and honored by all parties. (The District will provide a template for building site council consideration.)
  4. The bylaws will include clearly defined parameters for the types of decisions that are relevant and realistic for the building site council to make, as well as the process by which decisions are made.
  5. Procedures for all staff to provide input on building site council business will be implemented.
  6. Minutes of each building site council meeting will be made public to the staff and community.
  7. A copy of the Staffing and Budgeting Handbook will be made available online to each building site council by the District. The District will provide training to building site councils' facilitators and principals. See CPSD website (Financial Services) for the Local Budget Summary.
  8. In the development of the annual building budget, employees, or groups (grade level teams, departments, etc.) shall submit written requests to the building principal identifying instructional material needs.
  9. The building site council bylaws will be reviewed annually and revised as needed. The review will be shared with building staff by October 1<sup>st</sup> each year.
- 4.8.5 In the event the intent of the building site council process is not being honored or is deemed ineffective by a simple majority of the building staff, a District intervention team consisting of the respective Assistant Superintendent, Executive Director for Human Resources, Association President, and UniServ staff shall convene to support a review and remediation of the building site council process. This section shall be excluded from the grievance/arbitration provisions of this Agreement.
- 4.8.6 If any aspect of a building site council plan conflicts or violates the provisions of this Agreement, said aspect will not be implemented. The exception is in the case of state mandated interventions based on failure to meet current standards or other state and/or federal standards required.
- 4.8.7 Association members will be paid a five-hundred-dollar (\$500) stipend for serving as a building site council member. Payment of stipend will be made over nine (9) months, October through June. Payment of the stipend will be prorated for partial year service.

Buildings will be funded for the following number of building site council stipends:

- Elementary Schools – Five (5) stipends
- Middle Schools and Harrison Prep – Six (6) stipends
- High Schools – Eight (8) stipends

Five (5) building site council stipends for Oak Grove and Firwood. Should a building elect to have more association members on its building site council, additional stipends must be paid from the building's discretionary budget.

## **Section 4.9 Employee Health & Safety**

- 4.9.1 The District agrees that employee health and safety is of primary concern.
- 4.9.1.1 The District will ensure that all health and safety codes are complied with and procedures for notification of problems and injury reporting shall be published. The District will establish a health and safety hotline for staff who feel at environmental risk and whose concerns have been discussed with the building administrator but have not been addressed. Within reasonable time, the Administrator for

Business and Operations shall report by email to the building administrator and the employee regarding progress on the complaint.

- 4.9.1.2 Any work-related injuries shall immediately be reported by the employee on the Self-Insurer Accident Report (Workers' Compensation Report).
- 4.9.1.3 In accordance with the Emergency Response Plan, each worksite shall develop and communicate to employees procedures that shall include a method for rapidly communicating the need for assistance when the potential for physical harm is evident or when immediate assistance is required. The Emergency Response Procedures shall be included in staff training as required in Section 4.4.5.
- 4.9.1.4 If an injury results from violent attack of a student in special education, the employee will report the incident immediately to the building principal or designee and to the Director of Special Education who will initiate a program/safety review. The recommendations of the review team, which shall consist of safety, special education, building and Association representatives, shall be implemented by staff and administration in accordance with the IEP.
- 4.9.1.5 Special education training shall be provided to site IEP teams to include discipline of special education students, which will be provided by the District. The District and Association agree to follow the timelines in the law regarding disciplinary exclusion of special education students as outlined in WAC 392-172A-07040 through 392-172A-07045.
- 4.9.1.6 The District and Association will each contribute an equal amount to establish an annual fund of ten thousand dollars (\$10,000). Vandalism or damage to personal property on a school site, while the certificated staff is in the performance of assigned duties, shall be covered by the certificated staff's insurance policy with the District reimbursing the amount of the deductible or property loss, not to exceed five hundred dollars (\$500) when the loss occurred on District property. Under the following circumstances:
  - a) File and provide a copy of a police report within twenty-four (24) hours.
  - b) File and provide a copy of a claim with respective insurance company (if applicable).
  - c) Once the funds have been depleted, no additional claims can be filed.
- 4.9.1.7 When the Principal, Counselor or Student Services is advised by law enforcement, parent, guardian or other responsible agency that a student has, within the last three (3) years, unlawfully caused or attempted to cause bodily injury to any person, the information shall be provided to the primary instructional person responsible.
- 4.9.1.8 The District shall provide staffing to ensure that certificated staff assigned to self-contained classrooms will not be required to be alone with students.

#### **Section 4.10 Workload**

- 4.10.1 In recognition of ever-increasing workload, the District and the Association will work collaboratively to ensure employee workload is intentionally considered prior to the adoption and implementation of additional programs, initiatives, and/or curriculum. It is understood by both parties that state and federal requirements must be met. Efforts will be made to reorganize, modify, or eliminate any current programs, initiatives, or curriculum possible to reduce workload.

Improving student achievement and increasing on-time graduation are critical to the future success of the students and community we serve. In order to accomplish this, the parties commit to work together to improve student achievement as part of an active, ongoing partnership.

- 4.10.2 No building meetings will be held one (1) day per week (Tuesday), unless otherwise jointly determined by the District and the Association. Student Intervention Team (SIT), IEP, 504, or other emergency meetings are exempt from this section.

- 4.10.3 EL Employees – The Director of Teaching and Learning and the EL employees shall meet prior to the start of school to determine appropriate times during which EL itinerant instructors can meet with paraeducators to work on planning lessons. Per the master schedule each EL teacher will receive an additional thirty (30) minutes per week for additional planning for administrative, non-instructional time (for example: paraeducator instruction and supervision, reporting, placement testing, and annual testing).
- 4.10.3.1 When the workload requirements exceed the time available to complete the work, the employee may request a meeting to reach a mutually agreeable solution. The meeting will include the member and their supervisor.
- 4.10.4 High School Preparations - A preparation is defined by the course code. Each course code counts as one preparation. Should an employee be assigned more than four (4) preparations in any semester, the employee will receive the equivalent of one (1) day of release time per month or receive pay at the cost of one (1) day's sub pay per month. This applies to general education math, science, English, and social studies. If a teacher is assigned to the subjects of math, science, English or social studies and also teaches a class outside of these subjects, this class would count as a course preparation. If held, Advisory shall count as one (1) preparation each semester. Eligibility under this section is only for the primary teacher of record.
- 4.10.5 Middle School Preparations – A preparation is defined by the course code. Each course code counts as one preparation. Should an employee be assigned more than three (3) preparations in any semester, the employee will receive the equivalent of one (1) day of release time per month or receive pay at the cost of one (1) day's sub pay per month. This applies to general education math, science, English, and social studies. If a teacher is assigned to the subjects of math, science, English or social studies and also teaches a class outside of these subjects, this class would count as a course preparation. If held, Advisory shall count as one (1) preparation each semester. Eligibility under this section is only for the primary teacher of record.
- 4.10.6 If Advisory is taught, it will be taught no more than once per week with the exception of special events. Advisory curriculum will be provided to teachers of advisory sections no later than one week prior to the class meeting (excludes announcements, assemblies, or videos to be shown during this time).
- 4.10.7 Elementary librarians will be provided twelve (12) hours of paraeducator time to be used at their discretion during the course of the year.
- 4.10.8 Moving Stipend: When an entire staff will be moving to a different building due to new construction, the District will provide certificated staff a moving stipend of \$250 that will be paid in two equal installments. The first installment will be paid in July after packing materials to be moved is completed. The second installment will be paid in the 13<sup>th</sup> pay period in mid-September after unpacking materials and setting up a new workspace. All packing and unpacking is to be done outside of student contact time.
- The District will provide a list of responsibilities for staff to follow prior to the building move which will include expectations for packing personal belongings, personal-professional belongings, and District materials, as well as a time schedule.
- Additional payment may be assigned by the building administrator on a case-by-case basis for unique situations.
- 4.10.9 Professional Learning Communities (PLC): This time shall be reserved for grade level, subject matter and job-alike certificated staff (counselors, nurses, librarians, etc.) to plan for student success. Classroom teachers will use this time to collaborate with colleagues to plan to teach and assess the District curriculum, analyze assessment results and determine interventions/enrichment for student's academic success. Meeting times and locations will be determined by the members of the PLC with input from the administrator.

Special education teachers and specialists such as elementary PE teachers, music teachers, librarians, MLL teachers, etc. who do not have a building-based group may meet with other job-alikes from other buildings as schedules allow with administrator approval.

4.10.10 Educators who participate in co-teaching partnerships (two teachers assigned in Skyward to work with students in a classroom) will receive collaboration time during the workday. In the event that collaboration time cannot be scheduled, staff and administration will work to strategize options for collaboration opportunities including but not limited to release time, building use time, PLC time, additional paid time.

Employees who are in support facilitation partnerships are encouraged to utilize collaboration time with their partners. Employees who are unable to find such collaboration time may work with a building administrator to discuss potential options for support including release or PLC time.

## ARTICLE V - GRIEVANCE PROCEDURE

### Section 5.1 Philosophy, Definitions, Process & Timelines

- 5.1.1 The grievance and dispute resolution procedures provided shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Association or employees may have, and which relate to or concern the employees and the District.
- 5.1.2 It is the intent of this grievance procedure to settle all disputes or complaints at the point of origin. In the event that such a grievance or dispute arises during the life of this Agreement, it shall be handled according to the grievance steps.
- 5.1.3 A grievance is an alleged misinterpretation of, misapplication of, or violation of terms and/or provisions of this Agreement. A grievant shall mean an individual, a group of individuals, and/or the Association.
- 5.1.4 Every effort must be made to resolve the grievance at the lowest level possible.
- 5.1.5 All dates used for counting days in the grievance steps will commence the day after the event or knowledge of the event.
- 5.1.6 Unless the parties agree otherwise, timelines extending from a grievance event or when the event should have been known will exclude the month of July.
- 5.1.7 Failure of the District to act timely, as required in any of the procedural steps will automatically move the grievance to the next higher step for consideration. Failure of the Association or grievant to meet the timelines will nullify the grievant's claim.
- 5.1.8 Time limits referred to in Article V must be considered as maximums but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures shall be complied with as expeditiously as possible.
- 5.1.9 By mutual written consent of the grievant and Association and the District, any procedural step may be passed over in favor of action on a subsequent step.

### Section 5.2 Grievance Steps

- 5.2.1 **Step I – Informal Process:** The employee(s), with or without assistance from the Association, may present a grievance to immediate supervisor, in keeping with the timeline outlined in Step II below.
- 5.2.2 **Step II – Immediate Supervisor:** If the grievance is not settled informally, a written statement of the grievance shall be presented to the immediate supervisor within twenty (20) workdays after the occurrence of the grievance or the date and time such events should have been known. The immediate supervisor shall answer the grievance in writing within seven (7) workdays of receiving the grievance and shall concurrently send a copy of the grievance, with decision to the grievant(s), Association Representative, and

the Superintendent or designee. The immediate supervisor's answer shall include the reasons upon which the decision was based. If the grievance is denied, the employee(s), with or without the assistance of the Association, may pursue the matter further by moving to Step III.

- 5.2.3 **Step III – Executive Director of Human Resources:** Such written grievance shall be presented to the Executive Director of Human Resources or designee within seven (7) workdays after the conclusion of Step II. If requested by the Association, the Executive Director of Human Resources or designee shall meet with the grievant(s) and any one (1) member of the Association and/or the local UniServ Representative the grievant chooses within ten (10) workdays after receipt of the grievance. The Executive Director of Human Resources shall give a written decision within seven (7) workdays from the date of the meeting or the date of receipt of the Step III grievance, whichever is later. If the grievance is denied, the employee(s), with the assistance of the Association, may pursue the matter further by moving to Step IV.
- 5.2.4 **Step IV - Superintendent:** Such written grievance shall be presented to the Superintendent or designee within seven (7) workdays after the conclusion of Step III. If requested by the Association, the Superintendent or designee shall meet with the grievant(s) and any one (1) member of the Association and/or the local UniServ Representative the grievant chooses within ten (10) workdays after receipt of the grievance. The Superintendent shall give a written decision within seven (7) workdays from the date of the meeting or the date of receipt of the Step IV grievance, whichever is later.
- 5.2.5 **Step V – Arbitration:** If no settlement is reached in Step IV above and the Association desires to pursue the matter further, it may refer the grievance to arbitration by written notice to the District within fourteen (14) workdays from the conclusion of Step IV. If such grievance is not referred to arbitration within fourteen (14) workdays from the conclusion of Step IV above, the grievance shall be considered settled on the basis of the District's last position. Should the parties be unable to mutually agree upon an arbitrator within ten (10) workdays from the date the matter is referred to arbitration, the Association will request a list of ten (10) qualified arbitrators from the American Arbitration Association. The parties shall select an arbitrator.
- 5.2.6 The arbitrator selected will confer with the representative of the District and the Association and hold hearings promptly and, will issue decision not later than twenty (20) workdays from the date of the close of the hearing, or, if oral hearings have been waived, then from the date the final statement and proof are submitted.

### **Section 5.3 Powers of the Arbitrator**

- 5.3.1 The arbitrator's decision will be in writing and will set forth findings of facts, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision that requires the commission of an act prohibited by law and shall have no power to add to or subtract from or modify any terms of this Agreement. Except for policies, laws and regulations not incorporated by reference into this Agreement are not subject to arbitration.
- 5.3.2 The arbitrator shall have no power or authority to rule on any matter involving:
1. An employee evaluation, provided that the evaluation procedures shall be subject to the arbitrator's review, or
  2. The termination of services or non-renewal of any provisional employee.

The decision of the arbitrator will be submitted to the District and the Association and will be final and binding upon the parties. The parties will be bound by the rules and procedures of the American Arbitration Association, except as modified herein.

### **Section 5.4 Expenses**

The expenses of the arbitrator and all other expenses of the arbitration proceeding, other than those incurred by each party in the presentation of its own case, shall be shared equally by the parties involved.

## **Section 5.5 Grievance Files**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately and not in the official personnel file of the grievant. This grievance file shall be referred to thereafter only in case of extended appeal, litigation, and other action in the particular case.

## **Section 5.6 Grievance Form**

All grievances shall be filed on the official grievance form may be modified by mutual agreement of the parties.

## **Section 5.7 No Reprisal**

No reprisal will be taken by the District or the Association against any employee because of participation or non-participation in this grievance procedure.

# **ARTICLE VI – EVALUATION – NON-CLASSROOM EDUCATORS**

The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.

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

## **Section 6.1 Evaluation**

Employees are expected to perform and will be evaluated in accordance with state law and District guidelines as defined in RCW 28A.405.100, the job description and evaluation process found in Appendices 4-7. For TOSA and consultant teacher positions, a job description will be provided.

## **Section 6.2 Types of Evaluation**

6.2.1 There shall be two (2) types of evaluations for non-classroom teachers:

1. Summative Process
  - a) A minimum of two (2) observations for a total of sixty (60) minutes, one of which must be thirty (30) minutes.
  - b) A final annual written evaluation based on teacher evaluation criteria.
  - c) Focus on employees' meeting performance standards.
2. Professional Growth Option (PGO)
  - a) Goal setting conference with supervisor.
  - b) Mid-year review with supervisor.
  - c) Verification of Completion Form.
  - d) The number of consecutive years that an employee may continue on PGO will be determined mutually by the building administrator and the employee, subject to the District's PGO policy and procedures, prior to placing the employee on PGO, but in any case shall not exceed four (4) consecutive years.
  - e) Focuses on personalized professional growth.

### **Section 6.3 Definitions**

- 6.3.1 **Formal Observations:** The process that culminates in the completion of one of the following documents:
1. Summative Process
  2. PGO
- 6.3.2 **Observation:** A scheduled observation of at least thirty (30) minutes and at least an additional thirty (30) accumulated minutes of scheduled and/or unscheduled observations.
- 6.3.3 **Post-observation Conference:** A conference that may be held after a scheduled observation or series of observations. A post-observation conference is required for provisional employees or employees whose performance does not meet expectations.
- 6.3.4 **Evaluation Conference:** A conference to review and sign the Summative form.

### **Section 6.4 Summative Evaluation Process**

- 6.4.1 All non-classroom teachers will be evaluated annually.
- 6.4.2 A staff meeting will be scheduled prior to the beginning of the formal evaluation process in order to inform employees about the evaluation tools and process, and to answer questions regarding the evaluation system.
- 6.4.3 Employees shall be notified by November 1<sup>st</sup> who is responsible for the employees' evaluation.
- 6.4.4 Unsatisfactory evaluation rating and appropriate comments shall be recorded and explained to the affected employee.
- 6.4.5 No employee in this Association shall evaluate any other employee in the Association, and will not be put in a position which would require them to make evaluative judgments.
- 6.4.6 There shall be separate evaluation forms for:
1. ESA and Non-classroom Teachers
  2. Dean of Students, Department Coordinators and Consultant Teachers
- 6.4.7 Observations:
1. Prior to a scheduled formal observation, an individual pre-conference may be held.
  2. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of employment for a period of not less than thirty (30) minutes.
  3. The employee will be informed in writing within five (5) working days of any information gained through an informal observation that might negatively affect employee's evaluations.
  4. Upon completion of the observation, the employee shall be provided with a copy of the observation report form and any attachments within three (3) workdays of the observation.
  5. A post-observation conference will be held after each observation if the observed employee has areas of concern as seen by the observer or if the employee requests such a meeting.
- 6.4.8 Forms that are used in the evaluation process are included in Appendix 6A and 6B.

### **Section 6.5 Professional Growth Option (See Appendix 7)**

When an employee applies for the PGO, the employee shall be given the PGO booklet.

### **Section 6.6 Provisional Employee Evaluation**

- 6.6.1 First year provisional employees will receive a formal observation within the first ninety (90) days of employment.

- 6.6.2 Provisional employees having performance deficiencies will be notified in writing of such deficiencies no later than fifteen (15) workdays from the observation at which the performance deficiencies were observed. Such notification will include recommendations for corrective action.
- 6.6.3 An employee in the third (3<sup>rd</sup>) year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of duties and the total observation time for the school year shall not be less than ninety (90) minutes.

## **Section 6.7 Non-Provisional Employee Probation**

- 6.7.1 A non-provisional employee whose work is judged to be unsatisfactory based upon established performance criteria shall be so notified and placed on probation in accordance with RCW 28A.405.100, subject to the following procedures:
  - 6.7.1.1 Any time after October 15<sup>th</sup> an employee whose work is determined to be unsatisfactory based on District evaluation criteria and consistent with this agreement, she/he shall be notified in writing of the specific areas of the deficiencies along with a reasonable program for improvement. The principal will notify the Superintendent of the recommended probation.
  - 6.7.1.2 If the Superintendent supports the recommendation for probation, the employee will be notified in writing of the probationary period and plan of improvement.
  - 6.7.1.3 A probationary period of at least sixty (60) school days will be established to give the employee the opportunity to demonstrate improvements in areas of deficiency. During the probationary period, the administrator will meet with the employee at least twice monthly to observe the employee and may authorize another certificated evaluator, who is not a member of the Association, to observe and make written reports to the employee and the evaluator. The administrator shall prepare a summative evaluation at least once a month, which shall be provided to the employee. Specific areas of continued deficiencies and/or improvement will be noted. During the period of probation, the employee may not be transferred from the supervision of the original evaluator.
  - 6.7.1.4 After a minimum of sixty (60) school days, the principal will prepare a formal, summative evaluation, hold a final probationary conference with the employee to discuss the evaluation, notify the employee of the recommended action, and forward the evaluation and recommendation to the Superintendent.
  - 6.7.1.5 If sufficient improvement has been noted, the employee will be removed from probationary status. If nonrenewal of the contract is recommended, the employee may be removed from assignment and placed into an alternative assignment for the remainder of the school year. The reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may place the employee on paid leave for the balance of the contract term.

## **ARTICLE VII – EVALUATION - CLASSROOM TEACHERS**

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

The parties agree that the evaluation system is to be utilized in a manner consistent with good faith and mutual respect, and as defined in RCW 28A.405.110 "(1) An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions



among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

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

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

Certificated classroom teachers will be evaluated using the Danielson Instructional Framework aligned with the Washington State Evaluation Criteria. Certificated Support Personnel (non-classroom teachers) shall continue to be evaluated using Summative or PGO, as described in Article VI.

## **Section 7.1 Evaluation**

- 7.1.1 Employees are expected to perform and will be evaluated in accordance with state law and District guidelines as defined in RCW 28A.405.100, the job description and evaluation process found in Appendices 4-7.
- 7.1.2 The purposes of evaluation are: to promote professional growth, and to promote effective teaching practices. Observations shall be conducted openly and with the knowledge of the employee. Consistent with the following evaluation procedures, employees shall be placed in one of two tracks: Comprehensive or Focused.
- 7.1.3 Each employee shall be evaluated in accordance with the state designated criteria appropriate to the employee’s position and track in the evaluation cycle. The criteria are set forth in this Agreement. Observations required or permitted shall be documented on the observation and evaluation report appropriate to the employee’s position.

## **Section 7.2 Definitions**

- 7.2.1 Provisional Employee - An employee having no more than three (3) years of experience in the education profession, or an experienced employee in first year of employment in the District.
- 7.2.2 Evaluator – An administrator. No employee within the Association shall evaluate any other employee.
- 7.2.3 Comprehensive Evaluation – All Washington State eight (8) criteria must contribute to the overall summative evaluation and must be completed at least once every six (6) years.
- 7.2.4 Focused Evaluation – One of the Washington State eight (8) criteria must be assessed in every year that a Comprehensive evaluation is not required. The selected criteria must use the approved instructional framework. If criterion 3, 6 or 8 is selected, those student growth rubrics will be used. If criterion 1, 2, 4, 5 or 7 is selected, student growth rubrics from criteria 3 or 6 will be used.
- 7.2.5 Student Growth Data – Shows change in student achievement over two (2) points in time during the same school year, using multiple measures. Student growth data elements may also include the teacher’s performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
- 7.2.6 Student Growth Goal – A description of the change in student achievement between two points in time within the current school year. Teachers shall be free to identify authentic student growth goals and assessment measures of those student growth goals with a focus on improving student learning and instructional practice. No teacher shall be prohibited or restricted from using creative assessments to measure student growth goals where such assessments are consistent with District and state standards.

Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.

- 7.2.7 Not Satisfactory – Level 1 (Unsatisfactory) for all teachers.
- 7.2.8 Not Satisfactory – More than five (5) years of teaching experience - Level 2 (Basic) if the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if the Level 2 has been received two (2) years in a row or two (2) years within a consecutive three (3) year period.
- 7.2.9 The terms “Criteria”, “Component”, “Artifacts” and “Evidence” are as referenced in the Washington State Danielson Framework.
- 7.2.10 Classroom teacher – Provides academically focused instruction to students.
- 7.2.11 Non-classroom teacher – Does not provide academically focused instruction to students. This includes Deans of Students, ESAs, Consultant Teachers, and non-teaching librarians.
- 7.2.12 Evidence is observed practice, products or results of the teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.

### **Section 7.3 Evaluation Process**

- 7.3.1 Employees will be informed about the evaluation process.
- 7.3.2 Employees shall be notified by November 1<sup>st</sup> who is responsible for employee’s evaluation.
- 7.3.3 Unsatisfactory evaluation rating and appropriate comments shall be recorded and explained to the affected employee.
- 7.3.4 No employee in the Association shall evaluate any other employee in the Association and will not be put in a position which would require them to make evaluative judgments.
- 7.3.5 There shall be separate evaluation instruments for classroom teachers and for non-classroom teachers.
- 7.3.6 Observations:
  - 1. Prior to a scheduled formal observation, an individual pre-conference shall be held unless waived by mutual consent. If a scheduled observation is cancelled due to evaluator unavailability, the meeting shall be rescheduled at a time mutually agreed to by the employee and the evaluator.
  - 2. Employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of employment for a period of not less than thirty (30) minutes.
  - 3. The employee will be informed in writing within five (5) working days of any information gained through an informal observation that might negatively affect the employee’s evaluation.
  - 4. Upon completion of the observation, the employee shall be provided with a copy of the observation report form and any attachments within three (3) workdays of the observation.
  - 5. A post-observation conference will be held after each observation if the observed employee has areas of concern as seen by the observer or if the employee requests such a meeting.
- 7.3.7 Forms that are used in the evaluation process are included in Appendix 5.

### **Section 7.4 Evaluation**

- 7.4.1 All employees shall be evaluated annually. They shall be observed at least twice annually.
- 7.4.2 Total observation time for each employee for each school year shall be not less than sixty (60) minutes, including a minimum of one (1) observation of at least thirty (30) minutes.

- 7.4.3 Prior to the first observation in a given year, a planning conference will be held between the employee and the evaluator. During this conference the employee and evaluator will discuss the employee's self-assessment. The employee and evaluator will review the Washington State (eight) 8 criteria for a Comprehensive evaluation or discuss the selected criteria if the employee is on the focused evaluation.
- 7.4.4 Following each observation, or series of observations, the employee shall be provided with a copy of the observation summary within three (3) workdays.
- 7.4.5 Within ten (10) workdays following the observation, or series of observations, the evaluator shall hold a reflective conference with the employee. A draft of the completed observation report shall be provided to the employee prior to the reflective conference. A final copy of the observation report shall be provided to employee three (3) workdays after the reflective conference.
- 7.4.6 **Criterion Scoring Rubrics:** The Summative score, including the student growth impact rating, must be determined by an analysis of evidence and artifacts. This analysis will be based on a holistic assessment of the teacher's performance over the course of the year. A preponderance of the evidence will be used to develop the overall criterion scores. Criterion scores will be added to reach a Summative score.
- 7.4.7 Evaluators should assume all teachers are competent in each scoring criteria. If both the teacher and the evaluator agree on the score for a criterion, no evidence other than observation notes is required for that criterion. When there is a disagreement on a scoring criterion, it is the responsibility of the teacher and the evaluator to provide evidence. If criterion are being rated basic or lower, administrative support will be provided, with the intent of assisting the teacher to reach a proficient level of performance.
- 7.4.8 **Student Growth (SG) Impact Rating:** The Student Growth Impact Rating is generated by combining the five (5) student growth rubric components from criteria 3, 6, and 8, (SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1) and is determined by the Office of Superintendent of Public Instruction (OSPI) approved scoring band. Employees will be placed into summative rating categories based on the OSPI approved student growth impact scoring bands. An employee who receives a 4, Distinguished, preliminary summative score and a low student growth impact rating score will receive an overall 3, Proficient rating. If an employee receives a low student growth score, the employee and evaluator will mutually select and engage in one (1) of the student growth inquiries required by law.
- 7.4.9 The Summative evaluation will be completed and a copy provided to the employee.
- 7.4.10 Within fifteen (15) workdays following the conference or receipt of the Summative evaluation, the employee may submit signed comments concerning observation or evaluation report which shall be attached to the report in employee's personnel file. Employee comments become permanently attached to the Summative evaluation. Artifacts, evidence and observation reports are not placed in the employee's personnel file.
- 7.4.11 If the employee's overall Summative evaluation is not satisfactory, the evaluator shall set forth specific areas of performance deficiencies. An identification of the specific ways in which the employee is to improve and the types of assistance that may be provided by the evaluator shall be specified.

## Section 7.5 Types of Classroom Teacher Evaluation

- 7.5.1 There shall be two (2) types of classroom teacher evaluations: Comprehensive and Focused.
- 7.5.2 All provisional employees and any employee with a Summative evaluation of Level 1 (unsatisfactory) will be evaluated using the Comprehensive evaluation. Any employee with more than five (5) years of experience with a Summative score of Level 2 (basic) shall be evaluated the following year on the Comprehensive evaluation. Other employees, as noted in the TPEP Implementation Plan (See Appendix 12), will be transitioned on and off the Comprehensive system on a four (4) year rotation. All classroom teachers must be evaluated at least once every four (4) years using the Comprehensive evaluation.
1. A minimum of two (2) observations for a total of sixty (60) minutes, one (1) of which must be a minimum of thirty (30) minutes, or the class period if less than thirty (30) minutes.

2. A final annual written evaluation based on teacher evaluation criteria.
3. Focus on the employee meeting performance standards.

7.5.3 The Focused evaluation is meant for proficient and distinguished educators and its purpose is to support professional growth. If a non-provisional teacher has received a “satisfactory” on last four (4) evaluations, or a “proficient” or distinguished” once they have transitioned to the new system, the teacher is eligible for a Focused evaluation three (3) out of every four (4) years. One of the eight (8) criterion must be assessed in every year that a Comprehensive evaluation is not required. The final criterion score will be considered the final summative score. If criterion 1, 2, 4, 5 or 7 is selected, the evaluation will include student growth criterion 3 or 6. If criterion 3, 6, or 8 is selected, evaluators will use the accompanying student growth rubric.

Selected criterion must be approved by the teacher’s evaluator. All classroom teachers must be evaluated at least once every four (4) years using the Comprehensive evaluation.

1. A minimum of two (2) observations for a total of sixty (60) minutes, one of which must be thirty (30) minutes.
2. A final annual written evaluation based on teacher evaluation criteria.
3. Focus on employees’ meeting performance standards.

## **Section 7.6 Provisional Employee Evaluation**

- 7.6.1 First year provisional employees will receive a formal observation within the first ninety (90) days of employment and a second formal observation by March 1.
- 7.6.2 Provisional employees having performance deficiencies will be notified in writing of such deficiencies no later than fifteen (15) workdays from the observation at which the performance deficiencies were observed. Such notification will include recommendations for corrective action.
- 7.6.3 An employee in the third (3<sup>rd</sup>) year of provisional status as defined in RCW 28A.405.220 shall be observed at least three (3) times in the performance of employee’s duties and the total observation time for the school year shall not be less than ninety (90) minutes.
- 7.6.4 First and second-year provisional employees shall be assigned by a certificated mentor who will provide non-evaluatory counsel and guidance on a regular basis as long as funding is available through the Beginning Educators Support Team (BEST) grant.

## **Section 7.7 Non-Provisional Employee Probation**

- 7.7.1 A non-provisional employee whose work is judged to be unsatisfactory based upon established performance criteria shall be notified and placed on probation in accordance with RCW 28A.405.100, subject to the following procedures:
  - 7.7.1.1 At any time after October 15<sup>th</sup> an employee whose work is determined to be unsatisfactory based on District evaluation criteria and consistent with this Agreement, she/he shall be notified in writing of the specific areas of the deficiencies along with a reasonable program for improvement. The principal will notify the Superintendent of the recommended probation.
  - 7.7.1.2 If the Superintendent supports the recommendation for probation, the employee will be notified in writing of the probationary period along with a written plan of improvement.
  - 7.7.1.3 A probationary period of at least sixty (60) school days will be established to give the employee the opportunity to demonstrate improvements in employee’s areas of deficiency. During the probationary period, the principal will meet with the employee at least twice monthly to observe, the employee and may authorize another certificated evaluator, who is not a member of the Association, to observe and make written reports to the employee and the evaluator. The principal shall prepare a written evaluation at least once a month. Specific areas of continued deficiencies and/or improvement will be

noted. During the period of probation, the employee may not be transferred from the supervision of the original evaluator.

7.7.1.4 After a minimum of sixty (60) school days, the principal will prepare a written evaluation, hold a final probationary conference with the employee to discuss the evaluation, notify the employee of the recommended action, and forward the evaluation and recommendation to the Superintendent.

7.7.1.5 If sufficient improvement has been noted, the employee will be removed from probationary status. If nonrenewal of contract is recommended, the employee may be removed from assignment and placed into an alternative assignment for the remainder of the school year. The reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible, the District may place the employee on paid leave for the balance of the contract term.

## **ARTICLE VIII - REDUCTION IN FORCE**

### **Section 8.1 Introduction**

8.1.1 Education, to a large degree, depends upon the financial resources available to the District. In some instances, it may become economically necessary to reduce the educational program and the staff when funds are sufficiently reduced or eliminated to constitute an emergency situation.

9.1.2 A reduction in force will take place in accordance with state laws and this Agreement when the District notifies the Association that an emergency exists.

### **Section 8.2 Definition of Emergency**

A reduction in the student population, a reduction in non-categorical funds, and failure of an excess tax levy are examples of conditions that may require the District to determine the actual number of staff and program reductions to be made.

### **Section 8.3 Procedures for Development of a Reduced Program**

8.3.1 The District will review all programs and services to be provided by the District and establish priorities for program and service reductions in such a fashion that the classroom instructional program will be maintained to the fullest extent feasible. Program modifications may vary among programs depending on funding levels of particular programs and particular needs of students as long as such modification in total are proportional to the reduction required by the emergency, and the District has maintained uncommitted cash reserves at a maximum of five percent (5%) of the general fund budget.

8.3.2 The District will submit notice and a preliminary staffing reduction plan to the Association by April 15<sup>th</sup> of any school year in which a reduction in force for the ensuing school year is contemplated. At least two (2) meetings will be scheduled with the Association to discuss the reduction plans, to hear its professional judgment, and to consider alternative proposals. These meetings are to be completed by May 1<sup>st</sup>.

### **Section 8.4 Procedures for Final Notification of Program & Reductions**

Prior to May 15, the District will complete public hearings and will adopt a final program plan for the ensuing school year. The District will forward a copy of the plan to the Association.

### **Section 8.5 Seniority**

8.5.1 Seniority is defined as length of contracted certificated service with the District as of the employee's first workday, provided that any employee shall be granted full seniority credit for each year or portion thereof for contracted certificated experience from any public school district(s) in the state of Washington. Less than a full year of experience shall be computed as the actual number of days contracted by a district(s)

excluding substitute service unless performed under a continuing contract and one hundred and eighty (180) actual days will equal a school year.

- 8.5.2 The District will provide to the Association and post in each school building by March 1<sup>st</sup> of each year a seniority list of all contracted employees within the Association excepting temporary contract employees. The list shall be from highest to lowest seniority.

8.5.2.1 This list shall be open for fourteen (14) calendar days for changes, addition, or proof of error. If no written protest is filed within the fourteen (14) calendar day period by an employee or the Association on behalf of a named employee, the list shall be final and binding as to such employees who fail to protest. If a protest is filed, the protest shall be considered by the District, whose decision shall be rendered within fourteen (14) calendar days.

## **Section 8.6 Tie Breakers**

- 8.6.1 Seniority with the District: In the event two (2) or more employees have the same seniority ranking, all employees so affected will be ranked in accordance with the total seniority as contracted employees with the District.
- 8.6.2 College Credits: In the event two (2) or more employees have the same seniority ranking after applying the above provision, all employees so affected will be ranked in accordance with the total number of education credits earned after the bachelor degree as included as part of the employee's school district record on March 1<sup>st</sup> of the current school year.
- 8.6.3 Determination by Lot: In the event two (2) or more employees have the same seniority ranking after the application of Section 8.6.1 and 8.6.2, all employees so affected shall participate in a drawing by lot 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 time and place that will allow affected employees and the Association to be in attendance.

## **Section 8.7 Definitions**

- 8.7.1 College Preparation: All candidates shall have completed a state approved college/university preparation program in the professional field for which certification is to be issued. Candidates shall hold appropriate degrees, licenses, and additional coursework as prescribed in WACs 181-79A, 181-77A, RCWs 28A.305.130(1) & (2), 28A.410.010, and 28A.150.220. Out-of-state candidates will be required to submit all required documentation to OSPI to obtain valid Washington State certification as appropriate for assignments and levels they wish to instruct.
- 8.7.2 Classroom Assignments: In addition to holding teaching permits or certificates as required by WAC 180-16-220(1), all teaching assignments shall be in accordance with RCW 28A.150.220. Exceptions to this assignment policy will be granted as outlined in RCW 28A.150.220.

## **Section 8.8 Reduction in Force Procedures**

- 8.8.1 In the event it becomes necessary to apply a reduction in force, the following procedure will be implemented:
- 8.8.1.1 The Association President and President Elect shall be exempt from non-renewal.
- 8.8.1.2 Retention of staff will be made by seniority among employees who have the required college preparation experience and certification; provided, however, the same percentage of racial minority employees shall be retained as existed immediately prior to the reduction in force. The Association will be provided verification of program staffing by the District through the Executive Director for Human Resources.
- 8.8.1.3 Employees currently assigned in full-time teaching positions shall be first assigned to all full-time teaching positions consistent with their individual seniority, college preparation, and experience for the

position, and shall not be obligated to accept any part-time teaching position, but they shall be offered and may choose to accept such a position on a voluntary basis.

8.8.1.4 Employees currently assigned in part-time teaching positions shall be assigned to part-time teaching positions only based on their individual seniority, college preparation, and experience for the position, provided no part-time employee with less seniority shall be assigned to any part-time teaching position unless such a position is declined by all employees (full and part-time) with greater seniority where college preparation and experience for the position are equal.

8.8.1.5 The District will take official action related to non-renewal of personnel contracts in accordance with state laws and regulations.

## **Section 8.9 Recall Procedure**

8.9.1 All employees employed under the jurisdiction of this Agreement for whom a position is not available shall be placed in the employment pool and shall be eligible for employment in any vacancy covered by this Agreement which thereafter occurs for which the employee is qualified using the same criteria for qualification as is used in this provision for determining the employees who will be retained.

8.9.2 All certificated employees will be retained in the employment pool until they are re-employed on a continuing contract or until May 15<sup>th</sup> of the school year following the year in which they receive notice of probable cause. Individuals not employed before the beginning of the next school year shall, upon application, be placed on the substitute teacher roster. Individuals in the employment pool shall be responsible for notifying the Human Resources Office of a telephone number, email address, and mailing address through which they can be reached. Individuals will be contacted by telephone or in writing to be offered re-employment and must respond by the end of the second business day following the receipt of the offer. The District will mail to the employee confirmation of acceptance or rejection of the offer by the employee. If the employee cannot be located or mail cannot be delivered within five (5) calendar days, or if the employee fails to notify the District within forty-eight (48) hours of acceptance or rejection of the offer, the employee shall be dropped from the employment pool.

## **Section 8.10 Grievance**

All grievances under the provisions for reduction in force must be initiated at Step IV of the grievance procedure within fifteen (15) days of notice of non-renewal and must be completed within ninety (90) days.

## **Section 8.11 Re-employment Preference**

Those employees whose names are in the employment pool will be given upon request preference by seniority where preparation and experience are equal in the District's employment of substitute teachers.

## **Section 8.12 Application to Law**

No provision of this policy or finding made shall be construed as an abrogation of the rights of any certificated employee pursuant to any applicable law.

# **ARTICLE IX – LEAVES**

Each school and/or District worksite shall maintain a calendar for scheduled leave. All non-emergency, approved leave that can be scheduled in advance, including District and Association releases and personal leave, will be recorded on the calendar, and substitutes where necessary will be called for at the time the leave is scheduled. The District will maintain a District-wide calendar of scheduled leave that will be updated quarterly.

## **Section 9.1 Illness & Injury**

- 9.1.1 Annual leave with compensation for illness, injury, and emergencies shall be granted and accrued at a rate not to exceed twelve (12) days per year.
- 9.1.2 The unused portion of such allowance shall accumulate from year to year as provided in RCW 28A.400.300.
- 9.1.3 Whenever an employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the employee may choose between using sick leave benefits or workers' compensation. In the event the employee chooses to use the workers' compensation benefits, the first four (4) days of such injury shall be charged to sick leave, then after a signed declaration by the employee requesting workers' compensation benefits only, sick leave will no longer be charged.
- 9.1.4 Any absence of five (5) consecutive days or more for which sick leave is requested shall be substantiated by a written statement signed by a physician.
- 9.1.5 Sick leave shall be granted in multiples of half (1/2) days. Sick leave authorized for the current school year and any accumulated sick leave may be taken at any time necessary during the school year. When an employee, due to sick leave, is absent in excess of accumulated sick leave credits, deductions for salary and insurance shall be made for each day's absence in the same proportion as the number of days absent bears to the total days service specified in the employee's current contract.
- 9.1.6 The District will provide shared leave in accordance with RCW 28A.400.380.

## **Section 9.2 Personal Leave**

- 9.2.1 Two (2) days annually, and may accumulate up to four (4) days for obligations that cannot be completed outside the contracted day or year. The day(s) shall not be intentionally used to extend holidays or vacation. Only two (2) days may be cashed out in any given year and no more than two (2) may be used consecutively.
- 9.2.2 Personal leave cash-out (TRS 2 & TRS 3): To encourage a reduction in the non-essential use of personal leave, members of TRS 2 and TRS 3 retirement plans are eligible to cash-out personal leave as follows:
  - 9.2.2.1 Two (2) days of personal leave may be cashed out at the employee's per diem rate. The cash-out request must be submitted in writing, signed by the employee, to the Payroll Office no later than the last day of school and will be paid on the July check. Employees may request to cash out leave in half (1/2) day increments up to their current balance of personal leave remaining as of the last day of school. No more than two (2) personal leave days can be carried over to the next school year. Any leave in excess of two (2) days not cashed out will be forfeited.

## **Section 9.3 Family Illness**

Each employee shall be allowed to use the employee's accrued sick leave to care for the child of the employee under the age of eighteen (18) with a health condition that requires treatment or supervision as defined in WAC 296-130-020(4)(b). Five (5) days of accrued sick leave may be used in the event of the serious illness of a member of the immediate family, with verification by a doctor, in order to make arrangements for proper care. Immediate family shall be identified as spouse, parent, child considered a part of the employee's family.

## **Section 9.4 Bereavement Leave**

- 9.4.1 Absence owing to death in the immediate family shall be granted with full pay for up to five (5) consecutive days to be used within 30 days. Requests to use one or more of the five days outside of the 30 day timeline may be submitted to HR for approval. Immediate family shall be defined as the following family relationships to either the employee or their spouse/domestic partner: father and mother, parent surrogate, spouse/domestic partner, children, siblings, grandparents, grandchildren, aunts and uncles, nephews and



nieces, and any relative or significant other residing in the employee's household. One (1) day of bereavement leave will be allowed for a close friend or other relation.

- 9.4.2 When extended travel or a second leave is necessary in order to attend to a funeral, memorial service, or business relating to the death, two (2) days will be allowed in addition to leave days provided in Section 9.4.1.

### **Section 9.5 Association Leave**

- 9.5.1 Professional Association Leave: Leave for attendance at local, state, or national meetings of the Association shall be granted by the Human Resources Office, not to exceed thirty (30) days per year with no more than six (6) employees released on any given day, when requested by the Association President in writing. Reasonable release for purposes of bargaining preparation during a contract negotiation year, and release for attendance at WEA Representative Assembly (RA) will be approved during years that RA occurs on instructional days and will not be included in the above limits. When such request requires employees to be absent from their assignment, the Association will reimburse the District for expenses created by such absences. WEA or NEA employee leave requests shall be sent directly to the Human Resources Office. The leave request must include WEA's or NEA's agreement to reimburse the District for expenses created by such absences.
- 9.5.2 President's Leave: A leave of absence for specific time shall be granted upon request to the President of the Association for the purpose of allowing time during the school day for presidential duties. The leave may be not less than .5 FTE for a period of one (1) year.
- 9.5.3 The Association will reimburse the District for that portion of the President's salary and all employee benefits that are comparable to the portion of time released from teaching duties. The President shall accrue all benefits normally available to full-time contracted employees.
- 9.5.4 Payments to the District will be made on a quarterly basis: November 30<sup>th</sup>, February 28<sup>th</sup>, May 31<sup>st</sup>, and August 31<sup>st</sup>. Upon return to full teaching duties, the President will be assigned to a position comparable to the position held prior to the leave.

### **Section 9.6 Jury Duty**

- 9.6.1 Leave for jury duty required by law shall be at full pay.
- 9.6.2 Leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law.
- 9.6.3 Employees subpoenaed by the Association in suits against the District shall be exempt from this provision.

### **Section 9.7 Maternity, Paternity, or Adoption Leave**

- 9.7.1 Unpaid: An employee wishing to take an extended leave for maternity, paternity, or adoption purposes shall be allowed a maximum of a one (1) year leave of absence for that purpose. A maternity, paternity, or adoption leave that begins during a school year shall terminate at the beginning of the next school year. Employees on such leave shall have first consideration for appropriate vacancies occurring during the leave. An employee planning a maternity, paternity, or adoption leave under this policy shall notify the District as soon as practical and an agreeable date for the beginning of the leave will be set.
- 9.7.2 Paid: An employee requesting maternity, paternity, or adoption leave should give written notice to the District at least four (4) weeks prior to anticipated leave. The request shall include a statement regarding the anticipated return to duty, which normally will be within thirty (30) workdays after childbirth. Sick leave shall be granted for leave taken under this policy. In the event paid sick leave is exhausted, the employee shall be considered on unpaid sick leave until return to duty.
- 9.7.3 Adoption Leave: An employee requesting adoption leave should give written notice to the District at least four (4) weeks prior to the anticipated need or as early as the employee learns of adoption date. The request shall include a statement regarding the anticipated return to duty. Up to thirty (30) workdays of sick leave shall be granted for leave taken under this Section. In the event paid sick leave is exhausted, the

employee may take up to thirty (30) days unpaid adoption leave. Leave under this paragraph shall be for an adopted child of the employee who is under the age of six (6) at the time of placement for adoption.

## **Section 9.8 Military Leave**

- 9.8.1 Military Leave-Active Duty: An employee who volunteers or is inducted or is recalled into active military duty shall be considered on a leave of absence without pay for a period of such service not to exceed two (2) years. If the employee requests re-employment within ninety (90) days of honorable discharge or separation from such military service, she/he shall be reinstated and restored, as nearly as existing circumstances permit and the employee's current qualifications allow, to the position previously held with eligibility for past experience credit(s) as provided by law.
- 9.8.2 Military Leave-Reserve Duty: Employees who are members of the National Guard or of the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States shall be granted military leave of absence from regular school employment for a period not exceeding twenty-one (21) days during each calendar year. If an employee has a choice of time for taking such military reserve training, one (1) training period falling outside of employee's contract obligation, the employee will not be considered on military leave if military reserve training is taken during a contract period. The employee shall present a copy of written orders to the Human Resources office prior to the leave.

## **Section 9.9 Political Leave**

An employee elected to or appointed to any state and federal political office shall apprise the Superintendent in order that determination may be made whether the District's program needs permit the employee's absence from employee's position to serve in such public office. If determination is made by the Superintendent that leave may be granted, leave of absence shall be without pay and shall be limited to one (1) term of office. Return to the employ of the District from such leave will be at the beginning of the first semester following the end of the first term or the beginning of the semester following the date by which the employee's unsuccessful election campaign's final election results are known conclusively. The District will make every effort to place the employee in a similar position from which leave was taken.

## **Section 9.10 Professional Advancement**

Employees who have completed three (3) consecutive years with the District may be granted up to one (1) year's leave of absence without pay for the purpose of furthering approved educational objectives. An employee on leave of absence will retain salary rating and accrued sick leave earned prior to the year of leave, and upon return will be reinstated in a position the same as, or equivalent to, held at the time the leave was granted, subject to the needs of the District. Application for a leave of absence under the policy shall be made to the District in writing at the earliest possible date.

## **Section 9.11 Exchange Teaching**

An employee who has completed a minimum of three (3) consecutive years of teaching for the District may participate in a teacher exchange program, foreign or domestic, provided the District determines the exchange employee is a suitable replacement for the employee. The employee on an exchange program will be paid by the District during the exchange year. All normal benefits of salary increment and sick leave benefits will be earned by the employee on such an exchange.

## **Section 9.12 Foreign Teaching**

An employee who has completed a minimum of three (3) consecutive years of teaching for the District shall be granted, upon proper application, a leave of absence not to exceed one (1) year to teach in a foreign school; provided the District determines such leave of absence will not be detrimental to the educational program, there will be no additional cost to the District, and an acceptable replacement is available if required. The employee granted such leave shall retain salary schedule position and accrued sick leave benefits existing when the leave began.

### **Section 9.13 Sick Leave Cash-Out**

The District and the Association agree the sick leave cash-out provisions of RCW 28A.400 shall be followed.

### **Section 9.14 Sabbatical**

- 9.14.1 Sabbatical leave for a certificated employee may, at the discretion of the District, be granted for advanced academic pursuit, field study, or research approved by the Superintendent for a period not to exceed one (1) year.
- 9.14.2 The applicant must have served five (5) or more years with the District as a contracted employee preceding the application. After returning to the employ of the District from a sabbatical leave, the applicant may not apply for another sabbatical leave until completion of seven (7) more years of service as a contracted employee.
- 9.14.3 Applications for sabbatical leave must be filed with the Superintendent by January 15<sup>th</sup> of the fiscal year preceding that during which leave is desired.
- 9.14.4 The application must include the academic, field study, or research program planned.
- 9.14.5 The candidate for a sabbatical leave shall be notified by February 15<sup>th</sup> of the fiscal year in which an application is submitted whether such a leave is granted or denied.
- 9.14.6 Not more than one percent (1%) of the contracted employees of the District may be granted sabbatical leave during any fiscal year.
- 9.14.7 A recipient of grants and/or scholarships, such as those provided through the National Defense Education Act, will have sabbatical leave payments reduced by the amount that the sum total of such grants and/or scholarships, plus the sabbatical leave stipend, exceeds the recipient's normal contracted salary for the year of sabbatical leave.
- 9.14.8 Employees on sabbatical leave will receive one-half (1/2) of their normal salary stipend not to exceed the minimum of the teachers' salary schedule.
- 9.14.9 An employee on sabbatical leave shall sign a regular contract with the District and receive all normal benefits such as increase in salary rating, accumulated sick leave, retirement benefits, and return to a comparable position as determined by the Superintendent.
- 9.14.10 The applicant must guarantee in writing she/he will return to the employ of the District for a period of at least two (2) years immediately following the leave. If the employee fails to return at the expiration of leave to perform a minimum of two (2) years of service, all salary paid during the leave will become immediately payable to the District.
- 9.14.11 Each employee returning from sabbatical leave shall file with the Superintendent a report stating the courses taken, credit received, experience gained, and appraisal of the professional value of the sabbatical year.
- 9.14.12 Application for a leave under the provision of this Agreement which is not granted shall not preclude an employee's right to apply for another type of leave.

### **Section 9.15 FMLA**

Family and Medical Leave provisions as explained in Appendix 11 shall apply.

### **Section 9.15 PFML**

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. The District shall use the state insurance for PFML, administered by the Washington State Employment Security Department (ESD). Qualifying events, eligibility for the PFML benefit, and

the amount of that benefit, are determined through the ESD. Employees may elect to use other leaves concurrently with PFML. If paid leave is used concurrently with PFML, it will be considered a supplemental benefit. The District shall maintain employee benefits while employees are on approved PFML leave subject to the rules of SEBB. The employer shall pay the employer portion of the PFML premium and the employee shall pay the employee's portion.

### **Section 9.16 Lactation Breaks/Space**

The District will comply with federal and state requirements regarding lactation breaks and the provision of appropriate space for employee nursing needs. (See Section 7(r) under the Fair Labor Standards Act.)

## **ARTICLE X - SALARIES & BENEFITS**

### **Section 10.1 Salary Schedules**

10.1.1 The salary schedules for the 2022-23: 7% inclusive of inflationary adjustment.

2023-24: State funded inflationary adjustment as defined in RCW 28A.400.205, plus an additional 1.25%.

10.1.2 National Board Certification: Upon receipt of a teacher's proof of current National Board Certification, each employee shall receive the stipend authorized by and passed through from the state.

10.1.3 The District will provide a stipend in the amount of \$1,000 per school year for Educational Support Associates (ESA) who possesses the following recognized national certifications. Verification of respective certification in Human Resources by September 30<sup>th</sup> of each school year.

Speech Language Pathologists	Certificate of Clinical Competence
Registered Nurses	National School Nurse Certification.
Occupational Therapists	National Board for Certification in Occupational Therapy (NBCOT)
*Physical Therapists	National Physical Therapist Examination (NPTE)
Psychologists	National Certification in School Psychology (National Association of School Psychologists); or American Board of Professional Psychology Diplomate.
Social Workers	Certified School Social Work Specialist (C-SSWS)

\*For physical therapists, passage of the National Physical Therapist Examination (NPTE) will be accepted in lieu of national certification.

### **Section 10.2 Method of Payment**

10.2.1 Contracted employees shall be paid in twelve (12) monthly installments, warrants being issued on or before the last business day of each month. The District will pay all work hours received in the Payroll Office by the monthly cutoff date on that month's pay warrant.

10.2.2 Employees who terminate employment prior to May 1<sup>st</sup> may receive a final payment of all salary on the next regular payday after termination. Employees terminating after May 1<sup>st</sup> will receive their final pay in monthly installments in May, June, July, and August.

10.2.3 Employees who retire at the end of a school year and qualify for retirement benefits from the State Teachers' Retirement System will receive all salary due on June 30<sup>th</sup> in order to facilitate processing of retirement applications.

### **Section 10.3 Substitutes**

10.3.1 Substitute teachers will be paid the following rates:

- \$200 per day
- \$210 per day upon completion of CPSD Guest Teacher training
- \$225 per day for substitutes who have retired from the District

•BA-0, Step 0 for RN substitutes

- 10.3.2 Substitutes teaching for more than twenty (20) days consecutively in one position shall be paid at a daily rate based on the first step of the salary schedule.
- 10.3.3 Long-term substitutes shall have the daily schedule for the teacher they are replacing, and shall be compensated for loss of planning, if assigned.

#### **Section 10.4 Prior BA+135/Step 16 Placements**

Employees frozen on the State Allocation Model salary schedule under the prior BA+135/step 16 as of September 1, 2018 shall be placed for the duration of the contract at the MA+45/step 16 of the existing salary schedule in Appendix 10.

#### **Section 10.5 Salary Schedule Placement**

- 10.5.1 Salary Schedule (See Appendix 10). Increments for eligible employees will be effective September 1<sup>st</sup>.
- 10.5.2 Except as otherwise defined in this agreement, employees, including ESAs, shall be placed on the salary schedule in Appendix 10 in accordance with their education and experience as defined by the laws and regulations applicable to the salary allocation model in effect in the 2017-18 school year.
- Employees will be placed on the salary schedule in accordance with the provisions of WAC 392-121-264 as found in the Common School Manual, Common School Laws of the state of Washington.
- 10.5.3 Placement on the salary schedule for ESAs (e.g., SLPs, OT/PT, Nurses, and School Psychologists) shall be based on the rules for the 2017-18 school year with the exception that the employee may receive experience credit for up to 16 years on the salary schedule.
- 10.5.4 Employees may notify the Human Resources Office of intention to complete requirements which would qualify the employee for a salary schedule change by July 15<sup>th</sup> of the school year the work will be completed. Proof of completion is due no later than September 30<sup>th</sup>. If the awarding of course credits by a date certain prior to September 30<sup>th</sup> is verified in writing by a college or university registrar, the employee will have until October 30<sup>th</sup> to provide the original transcripts. There are no other extensions.

#### **Section 10.6 Extracurricular Pay**

- 10.6.1 Payment for contracted extracurricular and/or supplemental duties for employees in the employ of the District on and after the date this Agreement is ratified shall be made in nine (9) equal installments beginning in October.
- 10.6.2 The extracurricular pay schedule is in Appendix 9.

#### **Section 10.7 Counselors & Psychologists**

- 10.7.1 Extended day hours: There are three (3) levels of reimbursement based upon the years of counseling/psychological services to compensate for extra work hours required. Extended day hours are to be worked on average thirty (30) minutes per day, and are in recognition of the employee's professional obligation to be available and to attend to student needs outside of the traditional workday.

Counselors and Psychologists will receive a supplemental contract in recognition of this additional work in the amount of:

First and Second Year	\$2850
Third and Fourth Year	\$3050
Fifth Year	\$3550

- 10.7.2 Extended year days: Employees assigned extended year days will be paid at 100% of the per diem rate of the individual employee. Duties and expectations for the additional days will be defined prior to the time the assignment commences.

- 10.7.3 Elementary counselors assigned to multiple locations will receive four (4) extended year days. Those assigned to one (1) location will receive three (3) extended year days and are eligible for flexible scheduling for additional time worked. "Flex time" will be mutually agreed upon by the employee and the principal. Flex time shall be hour for hour.
- 10.7.4 Secondary counselors will receive a supplement contract for nine (9) additional days to be worked on days prior to the start of school or after the end of the school year. These days must be worked outside of the employee's base contract. Counselors will schedule these days in consultation with the building administrator.
- 10.7.5 Psychologists will receive a supplemental contract for ten (10) additional workdays to be scheduled by the program director(s) in discussion with the psychologists.
- 10.7.6 The Director of Student Services, building principals, and counselors assigned to multiple schools shall meet to determine priorities of work and clarify job expectations for the year prior to the start of school.

### **Section 10.8 Secondary Department Coordinators**

- 10.8.1 The basic intention of this schedule is to allocate available resources as equitably as possible among the secondary department coordinators while providing sufficient time for the performance of the varied duties of the job. A department is defined as two (2) or more individuals teaching within the department listed in Appendix 8, with the exception of CTE. The schedule contains four (4) major divisions.
- 10.8.2 Secondary Department Coordinators salary schedule shall be found in Appendix 8.
- 10.8.3 Evaluation and Placement:
  - 1. Department coordinators will be evaluated annually by the building administrator(s). Continuation in position and advancement on the department coordinator's salary schedule will be contingent upon satisfactory evaluation.
  - 2. At least every three years, department coordinator positions will be declared open. The positions will be posted within the building and all qualified applicants will be considered. Appointments or re-appointment to the position of department coordinator will be based on the recommendations of the building principal through the appropriate hiring process.

### **Section 10.9 Special Education Teachers/Librarians**

- 10.9.1 Special Education teachers shall receive up to thirty (30) hours of extended day hours at per diem. Extended hours are for paperwork associated with special education duties, IEP writing, evaluation reports, etc. and respective training. Four (4) hours of the thirty (30) shall be reserved for mandatory District-directed training required in IDEA.
- 10.9.2 SLPs, OTs, and PTs shall receive up to fifteen (15) hours of extended day hours at per diem. Extended hours are for paperwork associated with the duties of a SLP, OT and PT, for example: IEP writing, evaluation reports, parent meetings.
- 10.9.3 Librarians shall receive extended year days for library work. Elementary librarians receive four (4) extended year days and secondary librarians receive six (6) extended year days.

### **Section 10.10 Other Extracurricular Duties Not on a Schedule**

The amount of money paid for each position for extracurricular duties will be in keeping with the District's current schedule.

### **Section 10.11 Nurses**

- 10.11.1 All nurses, regardless of FTE, will receive an additional five (5) paid days prior to the start of the school year. This time will be used to complete state mandated Individual Health Plans (IHPs) and any other related work deemed necessary to meet the IHP requirements. These activities include, but are not limited

to, preparation for students with life threatening conditions, related communications with primary health care providers, communication and conferences with parents and students, and education of all involved staff members prior to the first day of school. This time will also be utilized to develop immunization reports and determine whether students are in compliance with state requirements.

10.11.2 In recognition of the additional work, any Managing Nurse who is reassigned to health room coverage due to substitute unavailability shall be paid an additional \$200 or portion thereof for a partial day of coverage.

## **Section 10.12 Benefits**

All of the provisions of this section shall be interpreted consistent with the rules and regulations of SEBB and are intended to be a summary of the legal requirements and the agreements of the parties.

### **10.12.1 Employer Contribution:**

The District shall pay the full portion of the employer contribution as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements as defined by SEBB. For purposes of benefits provided under SEBB, school year shall mean September through August, and shall be referred to as the eligibility year. If the eligibility year is specifically redefined by the HCA, the parties agree to comply with that definition.

The District will provide benefits to employees through SEBB, to include but not be limited to:

- Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
- Basic Long-Term Disability
- Vision
- Dental including Orthodontia
- Medical Plan

Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance.

### **10.12.2 Eligibility:**

All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work 630 hours or more in an eligibility year, so long as they maintain an employee/employer relationship.

Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours.

When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, there are not enough days remaining in the year to achieve 630 hours and the employee is anticipated to work at least six hundred thirty hours the next school year, that employee will be provided with benefits coverage.

All compensated hours in any position within the district shall count for purposes of establishing eligibility.

### **10.12.3 Benefit Enrollment and Continuity of Coverage:**

In the month of September, benefit coverage for eligible employees begins their first day of work, so long as the employee works on or before the first day of school. For all other eligible employees, benefit coverage will begin the first day of the month which follows the employee's first day of work.

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee is anticipated to work 630 hours in a school year.

#### 10.12.4 Leaves:

Paid leave hours shall count toward eligibility for benefits under this section. Unpaid leave will be assessed on a case-by-case basis.

#### 10.12.5 Benefit Termination:

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through their final month of employment.

In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the District.

### **Section 10.13 Credit Union Deductions**

Automatic payroll deductions are available for the following:

1. Umpqua Bank
2. Gesa Credit Union (formerly Inspirus Credit Union)
3. Washington State Employees Credit Union
4. Financial institutions affiliated with the Northwest Automated Clearinghouse Association

### **Section 10.14 Automatic Payroll Deposit**

New employees shall participate in the direct deposit program and will designate the financial institution to which their paychecks shall be transmitted.



ARTICLE XI – DURATION OF AGREEMENT

- 11.1 This Agreement shall become effective September 1, 2022, and shall remain in full force and effect until August 31, 2024.
- 11.2 The District and Association agreed to increase compensation on the basis of the District's levy authority in 2018 as well as reliance on enhanced K-3 funding. If the legislature reduces the District's levy authority, or in the event of a double levy failure, the District and Association agree to meet and negotiate regarding the amount of compensation impacted. Similarly, if the District loses K-3 class reduction funding, the District and the Association agree to meet to negotiate regarding the amount of compensation impacted by the legislative change. Nothing bargained may violate compensation limitations imposed by state law or subject the District to a state funding penalty.  
  
In the event of fiscal reductions owing to levy failure, tax rollback, reduction or loss of PL 874 funding or base closure, either party may reopen this Agreement to negotiate adjustments reflecting such fiscal reductions.  
  
In the event the District receives additional funds identified specifically for the purpose of certificated employee compensation, either party may reopen the Agreement to address the amount impacted.
- 11.3 The District and the Association agree that no extension of this Agreement shall be affected orally but shall only be done in writing. During the term specified, this Agreement may be altered, added to, or deleted from only through the voluntary, mutual consent of the District and the Association

In witness whereof, the District and the Association has executed this Agreement this 12 day of, 2022, September

Debra Hansen 9/12/2022  
Debra Hansen DATE  
President  
Clover Park Education Association

Alyssa Anderson Pearson 9-12-22  
Alyssa Anderson Pearson DATE  
President  
Board of Directors, Clover Park School District

Ronald Banner 9-12-22  
Ronald Banner DATE  
Superintendent  
Clover Park School District

Lori McStay 9-12-22  
Lori McStay DATE  
Executive Director for Human Resources  
Clover Park School District

## APPENDIX 1 – Seven Tests of Just Cause<sup>1</sup>

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.

**Notice:** “Did the District give to the employee forewarning or foreknowledge of the possible or probable consequences of the employee’s disciplinary conduct?”

**Reasonable Rule or Order:** “Was the District’s rules or managerial order reasonably related to a/ the orderly, efficient, and safe operation of the District’s business and b/ the performance that the District might properly expect of the employee?”

**Investigation:** “Did the District, 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?”

**Fair Investigation:** “Was the District’s investigation conducted fairly and objectively?”

**Proof:** “At the investigation, did the ‘judge’ obtain substantial evidence or proof that the employee was guilty as charged?”

**Equal Treatment:** “Has the District applied its rules, orders, and penalties even-handedly and without discrimination to all employees?”

**Penalty:** “Was the degree of discipline administered by the District in a particular case reasonably related to the following:

- a/ the seriousness of the employee’s proven offense, and
- b/ the record of the employee in his service with the District?”

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<sup>1</sup> The above seven steps may not be strictly adhered to in cases of gross anti-social behavior which may merit immediate corrective action.

APPENDIX 2 – Calendar 2022-23

2022-23 School Year Calendar



August 2022						
3	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
21				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
21						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
19		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
12				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				19

February 2023						
18			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
23			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
15						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
21	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
11				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**August 2022**  
 Professional Learning Day (Non-student) ..... 25  
 Professional Learning Day (Non-student) ..... 26  
 First Day of School ..... 31

**September 2022**  
 Labor Day (No school) ..... 5

**October 2022**  
 Professional Learning Day (Non-student) ..... 10

**November 2022**  
 1<sup>st</sup> Quarter Ends ..... 4  
 Veterans Day (No school) ..... 11  
 Parent/Teacher Conferences (Early release) ..... 16-18  
 Early Release ..... 23  
 Thanksgiving Break (No school) ..... 24-25

**December 2022**  
 1<sup>st</sup> Trimester Ends ..... 2  
 Winter Break (No school) ..... 19-30

**January 2023**  
 New Year's Day Observed (No school) ..... 2  
 Martin Luther King Jr Day (No school) ..... 16  
 2<sup>nd</sup> Quarter/1<sup>st</sup> Semester Ends ..... 26  
 No School Day (Snow makeup day if needed) ..... 27

**February 2023**  
 Presidents' Day Weekend (No school) ..... 17-20

**March 2023**  
 2<sup>nd</sup> Trimester Ends ..... 3  
 Parent/Teacher Conferences (Early release) ..... 15-17  
 3<sup>rd</sup> Quarter Ends ..... 31

**April 2023**  
 Spring Break (No school) ..... 3-7

**May 2023**  
 No School Day (Snow makeup day if needed) ..... 26  
 Memorial Day (No school) ..... 29

**June 2023**  
 Last Day of School (Early release) ..... 15  
 4<sup>th</sup> Quarter/2<sup>nd</sup> Semester/3<sup>rd</sup> Trimester Ends ..... 15  
 DRST Day ..... 16

NOTE: Additional snow makeup days will be added after the last scheduled day of school, if needed.

**Legend**	
	No School
	First/Last Day of School
	Late Start / PLC
	Late Start / Professional Development
	Professional Learnings Days
	Early Release
	Quarter/Semester Ends
	Trimester Ends
	Days of Instruction per Month

**APPENDIX 3 - Grievance Form**

**Grievance Report Form**  
Clover Park School District

Date Filed \_\_\_\_\_

\_\_\_\_\_  
Building

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Name of Grievant

**STEP \_\_\_ (Indicate 1, 2, 3, 4, or 5)**

A. Date Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance **(Please be specific about the action or inaction giving rise to this grievance – where, who, what and when)**. Where possible cite contract Article and Section violated.

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

2. Relief Sought: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

C. Disposition of Supervisor/Principal: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Principal/Supervisor

\_\_\_\_\_  
Date

If more space is needed in reporting, attach an additional sheet.  
Provide copies to grievant, Association Representative, and Human Resources.

## **APPENDIX 4 - Teacher Job Description**

### **Definition:**

Responsible for planning, providing, and evaluating varied learning experiences of students in cooperation with other staff members, parents, and the public.

### **Typical Work:**

1. Makes long- and short-range plans for each subject area of instruction.
2. Provides for individual differences in the learning needs of students.
3. Demonstrates subject mastery.
4. Provides a classroom climate which is based on mutual respect, rapport, fairness, and consistency.
5. Demonstrates competency in instructional skills.
6. Evaluates in terms of planned goals and revises instruction as a result of the evaluation.
7. Informs pupils of their progress in terms of the objectives set for the lesson or course of study.
8. Interacts positively with students, professional associates, and patrons of the school District.
9. Is punctual in meeting classes, rendering accurate reports, and performing assigned duties.
10. Adjusts to varied situations, demands, and new instructional concepts.
11. Fulfills job-related non-teaching duties.
12. Directs student teachers, teacher aides, pupil tutors, Option C students, methods class students, and parent volunteers when such personnel are accepted to enhance the instructional program.
13. Handles student discipline and attendant problems.

APPENDIX 5 - Washington State Danielson Evaluation (Comprehensive & Focused)



Washington State Danielson Evaluation

Name:  Location:

Assignment:  School Year:

Date:   90 Day  Annual/Final

Choose one:  
 COMPREHENSIVE  
 FOCUSED

This evaluation is based upon verified information and/or direct observation. The observations occurred on the following dates and times:

Observation/Conference Date:  Observation/Conference Date:  Observation/Conference Date:  Observation/Conference Date:

A teacher evaluation system should give teachers useful feedback on classroom needs, the opportunity to learn new teaching techniques, an opportunity to reflect on their own practices, and counsel from principals on how to make beneficial changes in their classrooms. Evaluators are encouraged to consider a variety of teaching skills and evaluate on the "whole-person" concept. Post-observation conferences are intended to give teachers feedback on their strengths and areas that can serve as a focus of growth activities. This evaluation tool encourages teachers and evaluators to consider using several sources of information about a teacher's performance, so they can make a more accurate assessment.

Teacher's Performance: (See Comprehensive Summative Worksheet for more detail)

**Unsatisfactory** (8-14) Score   **Basic** (15-21) Score   **Proficient** (22-28) Score   **Distinguished** (29-32) Score

Teacher's Student Growth Impact Rating

**Low** (5-12) Score   **Average** (13-17) Score   **High** (18-20) Score

**OVERALL Teacher Performance:**  **Unsatisfactory**  **Basic**  **Proficient**  **Distinguished**

If **Unsatisfactory Overall** or **Low Student Growth Impact Rating**, please summarize:

Name of Evaluator  Evaluator's Signature  Date

My signature below indicates that I have read and received a copy of this evaluation. (Note: Employee's signature indicates only that he/she has read and has received a copy of the evaluation, not necessarily that he/she agrees with the content. Employee comments may be attached.)

Name of Teacher  Teacher's Signature  Date

APPENDIX 5 - Washington State Danielson Evaluation (Comprehensive & Focused)

Name: _____	Clover Park School District	Page 2 of 4
<b>Washington State Danielson Evaluation</b>		
<b>Strengths:</b> (Recommended for any Distinguished State Criterion)		
State Criterion: [ ]	[ ]	
State Criterion: [ ]	[ ]	
<b>Areas for Growth:</b> (Required for any Unsatisfactory or Basic State Criterion)		
State Criterion: [ ]	[ ]	
State Criterion: [ ]	[ ]	
<b>Next Steps:</b>		
State Criterion: [ ]	[ ]	
State Criterion: [ ]	[ ]	

9/7/15

APPENDIX 5 - Washington State Danielson Evaluation (Comprehensive & Focused)

Name: \_\_\_\_\_

Clover Park School District  
**Washington State Danielson Evaluation**  
 Comprehensive Summative Worksheet: Used to determine overall rating

Page 3 of 4

Criterion 1: Centering instruction on high expectations for student achievement					C1 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(2b) Establishing a culture for learning						
(3a) Communicating with students						
(3c) Engaging students in learning						

Criterion 2: Demonstrating effective teaching practices					C2 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(3b) Using questioning and discussion techniques						
(4a) Reflecting on teaching						

Criterion 3: Recognizing individual student learning needs and developing strategies to address					C3 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(1b) Demonstrating knowledge of students						
(3e) Demonstrating flexibility and responsiveness						
SG 3.1 Establish student growth goal(s)						
SG 3.2 Achievement of student growth goal(s)						

Criterion 4: Providing clear and intentional focus on subject matter content and curriculum					C4 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(1a) Demonstrating knowledge of content and pedagogy						
(1c) Setting instructional outcomes						
(1d) Demonstrating knowledge of resources						
(1e) Designing coherent instruction						

Criterion 5: Fostering and managing a safe, positive learning environment					C5 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(2a) Creating an environment of respect and rapport						
(2c) Manages classroom procedures						
(2d) Manages student behavior						
(2e) Organizing physical space						

9/7/15



APPENDIX 5 - Washington State Danielson Evaluation (Comprehensive & Focused)

Name: \_\_\_\_\_

Clover Park School District

Page 4 of 4

**Washington State Danielson Evaluation**

Comprehensive Summative Worksheet: Used to determine overall rating

Criterion 6: Using multiple student data elements to modify instruction and improve student learning					C6 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(1f) Designing student assessments						
(3d) Using assessment in instruction						
(4b) Maintaining accurate records						
SG 6.1 Establish student growth goal(s)						
SG 6.2 Achievement of student growth goal(s)						

Criterion 7: Communicating and collaborating with parents and the school community					C7 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(4c) Communicating with families						


Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning					C8 - Final Rating	
Description	Observation 1	Observation 2	Observation 3	Observation 4	Other	
(4d) Participating in a professional community						
(4e) Growing and developing professionally						
(4f) Showing professionalism						
SG 8.1 Establish team student growth goal(s)						

<b>TOTAL Overall SCORE:</b> (Criteria 1-8) Maximum is 32	
<b>TOTAL STUDENT GROWTH IMPACT RATING:</b> (SG 3.1, 3.2, 6.1, 6.2, 8.1) Maximum is 20	

FINAL SUMMATIVE SCORE			
(The sum of all 8 State Criterion from above)			
8-14	15-21	22-28	29-32
Unsatisfactory	Basic	Proficient	Distinguished*
* A teacher with a summative rating of "D" and a low student growth impact rating will receive a "P".			

STUDENT GROWTH IMPACT RATING		
The sum of all five Student Growth components from Criteria 3, 6, and 8		
5-12	13-17	18-20
Low*	Average	High
* A score of "1" in any of the student growth components results as a "Low" Student Growth Impact Rating.		

9/7/15



## Educational Staff Associate (ESA), Non-Classroom Teacher Summative Evaluation

Page 1 of 2

**Name:**

**Location:**

**Evaluation Type:**  90 Day  Annual/Final  Other

**Pre-Conference Date:**

**Observation Date:**

**Post-Conference Date:**

**EVALUATION PERIOD:**

**Date:**  **to Date:**

**Assignment:**

Each criterion must be rated and comments are requested. However, if rating is "DOES NOT MEET EXPECTATIONS," a comment must be included.

**Criteria 1: KNOWLEDGE & SCHOLARSHIP IN SPECIAL FIELD** - Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

**MEETS OR EXCEEDS EXPECTATIONS:**  
(Performance meets or exceeds that expected of a well-trained individual in this classification.)

**DOES NOT MEET MINIMUM EXPECTATIONS:**  
(Comments and specific recommendations required.)

**Criteria 1 - COMMENTS AND/OR RECOMMENDATIONS:**

**Criteria 2: SPECIALIZED SKILLS** - Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

**MEETS OR EXCEEDS EXPECTATIONS:**  
(Performance meets or exceeds that expected of a well-trained individual in this classification.)

**DOES NOT MEET MINIMUM EXPECTATIONS:**  
(Comments and specific recommendations required.)

**Criteria 2 - COMMENTS AND/OR RECOMMENDATIONS:**

**Criteria 3: MANAGEMENT OF SPECIAL & TECHNICAL ENVIRONMENT** - Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

**MEETS OR EXCEEDS EXPECTATIONS:**  
(Performance meets or exceeds that expected of a well-trained individual in this classification.)

**DOES NOT MEET MINIMUM EXPECTATIONS:**  
(Comments and specific recommendations required.)

**Criteria 3 - COMMENTS AND/OR RECOMMENDATIONS:**

**Criteria 4: THE SUPPORT PERSON AS A PROFESSIONAL** - Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

**MEETS OR EXCEEDS EXPECTATIONS:**  
(Performance meets or exceeds that expected of a well-trained individual in this classification.)

**DOES NOT MEET MINIMUM EXPECTATIONS:**  
(Comments and specific recommendations required.)

**Criteria 4 - COMMENTS AND/OR RECOMMENDATIONS:**

**Criteria 5: INVOLVEMENT IN ASSISTING PUPILS, PARENTS & EDUCATIONAL PERSONNEL** - Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

**MEETS OR EXCEEDS EXPECTATIONS:**  
(Performance meets or exceeds that expected of a well-trained individual in this classification.)

**DOES NOT MEET MINIMUM EXPECTATIONS:**  
(Comments and specific recommendations required.)

**Criteria 5 - COMMENTS AND/OR RECOMMENDATIONS:**

1/01/14

APPENDIX 6A – ESA, Non-Classroom Teacher Summative Evaluation

Name: \_\_\_\_\_ Clover Park School District Page 2 of 2

**Educational Staff Associate (ESA),  
Non-Classroom Teacher Summative Evaluation**

**Criteria 5 - COMMENTS AND/OR RECOMMENDATIONS:**

\_\_\_\_\_

**SPECIAL CONTRIBUTIONS:**


\_\_\_\_\_

\_\_\_\_\_

\*Employee's Signature / Date      Evaluator's Signature / Date      Administrator's Signature / Date

\*Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. A statement may be made by the employee within ten (10) working days.

1/01/14



## Dean of Students, Department Coordinator, Consultant Teacher Summative Evaluation

Page 1 of 2

**Name:**

**Location:**

**Evaluation Type:**  90 Day  Annual/Final  Other

**Pre-Conference Date:**

**Observation Date:**

**Post-Conference Date:**

**EVALUATION PERIOD:**

**Date:**  **To Date:**

**Assignment:**

---

Each criterion must be rated and comments are requested. However, if rating is "DOES NOT MEET EXPECTATIONS," a comment must be included.

**Criteria 1: ADMINISTRATIVE DUTIES** - Conduct department meetings; attend school and District meetings; prepare annual department status report as per job description; assist in budget planning and preparation; assist in development of master schedule; knowledge of District management plan process; maintain department inventories. Requisition and allocate department books; supplies and equipment according to building procedure.

<input type="checkbox"/> <b>MEETS OR EXCEEDS EXPECTATIONS:</b> <small>(Performance meets or exceeds that expected of a well-trained individual in this classification.)</small>	<input type="checkbox"/> <b>DOES NOT MEET MINIMUM EXPECTATIONS:</b> <small>(Comments and specific recommendations required.)</small>
--	---

**Criteria 1 - COMMENTS AND/OR RECOMMENDATIONS:**

**Criteria 2: IMPROVEMENT OF INSTRUCTION** - Provide direction, leadership and assistance for staff in the proper execution and assessment of District programs; coordinate program with other departments; maintain knowledge of new developments in the field.

<input type="checkbox"/> <b>MEETS OR EXCEEDS EXPECTATIONS:</b> <small>(Performance meets or exceeds that expected of a well-trained individual in this classification.)</small>	<input type="checkbox"/> <b>DOES NOT MEET MINIMUM EXPECTATIONS:</b> <small>(Comments and specific recommendations required.)</small>
--	---

**Criteria 2 - COMMENTS AND/OR RECOMMENDATIONS:**

**Criteria 3: LEADERSHIP** - Provide leadership in selection, development and utilization of materials and equipment; assist in orientation of new and substitute staff; ability to promote good working relationships within the department; ability to communicate well orally and in writing.

<input type="checkbox"/> <b>MEETS OR EXCEEDS EXPECTATIONS:</b> <small>(Performance meets or exceeds that expected of a well-trained individual in this classification.)</small>	<input type="checkbox"/> <b>DOES NOT MEET MINIMUM EXPECTATIONS:</b> <small>(Comments and specific recommendations required.)</small>
--	---

**Criteria 3 - COMMENTS AND/OR RECOMMENDATIONS:**

**Criteria 4: SCHOOL COMMUNITY RELATIONS** - Promote awareness of department's overall activity and goals; ability to work in a cooperative manner with building administrators, other departments in the school, and District administrators.

<input type="checkbox"/> <b>MEETS OR EXCEEDS EXPECTATIONS:</b> <small>(Performance meets or exceeds that expected of a well-trained individual in this classification.)</small>	<input type="checkbox"/> <b>DOES NOT MEET MINIMUM EXPECTATIONS:</b> <small>(Comments and specific recommendations required.)</small>
--	---

**Criteria 4 - COMMENTS AND/OR RECOMMENDATIONS:**

**SPECIAL CONTRIBUTIONS:**

1/01/14

APPENDIX 6B – Dean of Students, Department Coordinator, CT Summative Evaluation

Name: \_\_\_\_\_

Clover Park School District

Page 2 of 2

**Dean of Students, Department Coordinator,  
Consultant Teacher Summative Evaluation**

\_\_\_\_\_

\*Employee's Signature / Date

\_\_\_\_\_

Evaluator's Signature / Date

\_\_\_\_\_

Administrator's Signature / Date

\*Signature acknowledges participation in, but not necessarily concurrence with, evaluation conference. A statement may be made by the employee within ten (10) working days.

## **APPENDIX 7 - Professional Growth Option (PGO)**

### **Definition:**

As used in this Agreement the term “Professional Growth Option” shall mean a voluntary plan mutually acceptable to the employee and the supervisor designed to improve that employee’s professional performance according to the criteria set forth below.

### **Purpose:**

The purpose of the PGO is to assist employees in self-guided professional development toward self-selected professional development goals in order to encourage enhancements and improvements in teaching skills, techniques, and abilities. Professional growth is the desired outcome of the PGO. Collaborative interaction is encouraged. PGO’s are intended to provide employees with support for the risk-taking inherent in trying new ideas.

### **Eligibility:**

1. Employees must have received all “meets or exceeds expectations” ratings on the general criteria during the last four (4) calendar years of Clover Park School District certificated employment.
2. All employees must be evaluated at least once every five (5) years using the long form evaluation process. (Summative).
3. Recommended number of employees on the PGO shall not exceed two-thirds of the staff. If there are more applicants, a lottery system of selection shall be used.
4. Employees who transfer shall maintain their current placement for the first year in their new assignment.
5. Certificated employees transferring from other Districts who wish to participate in the PGO can have their eligibility checked by submitting their previous evaluations to the Human Resources Office.
6. Participants must be committed to setting and accomplishing worthwhile goals that focus on instruction.
7. If instructional, classroom management, or other deficiencies become apparent during the PGO year, the administrator will decide whether or not to return the employee to the Summative form. The employee must be notified of this decision by May 1<sup>st</sup>.

### **Plan:**

Each employee shall be encouraged to develop own professional growth plan according to the following guidelines. Employees intending to develop a professional growth plan shall note such intention on the Evaluation Option Form.

1. One or more of the following sources of information shall be used in developing professional growth plans:
  - A. A peer review system to contribute to professional self
  - B. Input by students and parents
  - C. Personal and/or professional goals
  - D. School District and building goals
  - E. Self-assessment/evaluation
  - F. Personal academic records
  - G. School District evaluations
  - H. School District administrator or supervisor assistance
  - I. Other such sources consistent with sound pedagogical and research principles as employees may request to utilize

2. Such plans may result in:

- A. Additional schooling
- B. Independent research
- C. Independent or group reading
- D. Peer observations/coaching
- E. Peer taping
- F. Professional leave
- G. Purchase of substitute time
- H. Specialists assistance
- I. Workshops or in-service
- J. Goal setting
- K. Departmental or grade level group or individual activities
- L. Cross-curricular program or any other means consistent with sound pedagogical and research principles deemed appropriate by the employee and employee's supervisor to achieve PGO goals.

**Performance:**

1. The observation of any unsatisfactory performance during the PGO year(s) cannot be used as a basis for subsequent evaluation reports including probation.
2. The employee may not be removed from the PGO for one year.
3. The primary evaluator shall observe for at least thirty (30) minutes and provide the employee a written summary of the observation. The observation shall be completed on the short form.
4. The observation does not have to be announced. Determination of whether the observation will be announced or unannounced should evolve through teacher/administrator collaboration on the basis of what will best serve to support the growth of the teacher. It is not necessary that the short form cover all criteria listed on the regular evaluation form. It may focus on a specific goal in the professional growth plan.

**Funding:**

In the event an employee or a group of employees wish to seek District funding for their professional growth plan, they must first obtain approval from their supervisor.

## APPENDIX 8 - Schedule for Secondary School Department Coordinators

### Secondary Schools

Department	1-2 Years' Experience	3-4 Years' Experience	5+ Years' Experience
English, Math, Science, Social Science, Special Education, ML	\$4250	\$4650	\$5050
Art, Business Ed, World Language, Family & Consumer Sciences, Tech Ed, Music, Physical Ed	\$2350	\$2550	\$2800

### Technology Management per building

School < 400 enrollment	\$1500
School 400-800 enrollment	\$2000
School > 800 enrollment	\$4000



## APPENDIX 9 – Activity Advisor Pay Schedule

### High School

Band	\$5500
Instrumental	\$4300
Choir	\$4300
MESA Advisor	\$1400
Knowledge Bowl	\$1925
Publication Advisor	\$2335
Annual Advisor	\$3675
CTE National Student Leadership Organization (10+ Students)	\$1750
AVID Site Coordinator	\$2500

### Middle School

Band	\$3350
Instrumental	\$3350
Choir	\$3350
MESA Advisor	\$1075
Publication Advisor	\$2150
CTE National Student Leadership Organization	\$ 775
AVID Site Coordinator	\$2500

### Elementary Music Stipend

\$150 stipend for each evening event(s) outside the workday and beyond the two event stipends.

### Grade/Team Leaders (As assigned by building administrator)

Firwood-Oak Grove	\$ 550
Elementary School <400 enrollment	\$ 825
Elementary School >400 enrollment	\$1100
Middle School/Harrison Prep	\$1650
Comprehensive High School	\$2200



## APPENDIX 11 - Family & Medical Leave Act

### Clover Park School District INFORMATION REGARDING THE FAMILY AND MEDICAL LEAVE ACT

The Family Medical Leave Act of 1993 became effective August 5, 1993 and makes available to eligible employees up to twelve weeks of unpaid leave per year under particular circumstances that are critical to the life of a family.

#### ***WHICH EMPLOYEES CAN TAKE FAMILY LEAVE?***

Any employee who earns sick leave is eligible for family leave. In addition, there is a service requirement which includes at least 1250 hours over the previous 12 month period.

#### ***WHICH EVENTS ENTITLE AN EMPLOYEE TO LEAVE?***

Eligible employees are entitled to family leave in three situations:

##### ***The employee's serious health condition.***

"Serious" is defined as conditions that require inpatient care or continuing treatment by a healthcare provider. Family leave is not intended to cover minor illnesses or medical procedures that are normally of a few days duration. When medically necessary, the employee may take the leave intermittently or on a reduced leave schedule.

##### ***The birth of a child, or placement of a child for adoption or foster care.***

Entitlement to family leave expires 12 months after the birth or placement.

##### ***Caring for the employee's sick child, spouse or parent.***

The definitions of these family members are meant to include most people for whom the employee has the responsibility of day-to-day care. When medically necessary, the employee may take the leave intermittently or on a reduced leave schedule.

*The definitions include:*

- Biological, adopted and foster children under 18
- Anybody under 18 who is treated as the employee's child, which might include the child of a spouse or domestic partner or a grandchild who lives with the employee
- Disabled children of any age
- Anybody who treated the employee as a son or daughter when the employee was under 18
- Common-law husbands and wives
- Parents-in-law

If a husband and wife both work for the District, they can have only 12 weeks of leave for birth, placement or caring for a sick parent, which they can split between them. However, both are entitled to the full 12 weeks for their own illness, or caring for a sick child or spouse. Situations that are not included in the above definitions will be handled on a case by case basis.

#### ***HOW MUCH FAMILY LEAVE CAN BE TAKEN?***

The maximum 12 work weeks of family leave can be taken continuously, or, under certain circumstances, on a reduced leave schedule such as two days a week or intermittently. It cannot be carried over from year to year. The actual leave entitlement depends on the employee's regular work schedule. For instance, full-time employees who work 5 days a week are entitled to 60 days of leave every year; employees who regularly work 3-day weeks are

entitled to 36 days. Other part-time employees would be prorated accordingly. After meeting the service requirement, the employee is entitled to FMLA leave on a “rolling” basis. That is, each time an employee takes an FMLA leave, the remaining leave entitlement would be any balance of twelve weeks which has not been used during the preceding 12 months.

#### ***USE OF AVAILABLE LEAVE TIME:***

The employee may elect to use accrued sick and/or other paid leave while on FMLA. When requesting family and medical leave, the employee shall notify the District of intentions regarding use of paid and/or unpaid leave.

#### ***HOW IS LEAVE REQUESTED?***

If possible, employees must provide 30 days advance notice of family leave. For instance, an anticipated date of birth or adoption, or a medical treatment that is planned in advance. If 30 days’ notice is not possible, they should give as much advance notice as they can. The District may require medical certification. Use the attached application form to officially request leave.

#### ***HEALTH BENEFITS:***

The District will provide for the duration of the leave the same health care coverage under the same conditions as during active employment. Should the employee not return to work after the leave, except because of own or a relative’s serious health condition or another circumstances beyond employee’s control, the District may recover its share of the premiums paid during the leave period.

#### ***WHEN EMPLOYEE RETURNS FROM LEAVE:***

If the leave does not exceed the maximum available under Family and Medical Leave, the employee is guaranteed return to the same position with the same benefits, pay, and other terms or employment. Written notice should be sent to the Human Resources Office at least two weeks before the employee is scheduled to return.

#### ***SPECIAL RULES FOR TEACHERS AND PARAEDUCATORS:***

To minimize disruptions in the classroom, the law has special rules for teachers and other instructional employees such as paraeducators in public schools.

Teachers and paraeducators may not be able to take intermittent or reduced-scheduled leave for planned medical treatment that may take them out of the classroom for more than 20% of the time. In such cases, the employee may be required to take continuous leave for the entire treatment period depending on the nature of the medical condition and classroom needs.

Teachers and paraeducators also may not be able to return from leave near the end of the school term. Depending on the timing and the reason for the leave, the District can require the employee to extend leave and return at the beginning of the next term, rather than in the closing days of the current term.

**APPENDIX 12 – Teacher Evaluation Letter of Agreement**

**LETTER OF AGREEMENT  
between CLOVER PARK EDUCATION ASSOCIATION and  
CLOVER PARK SCHOOL DISTRICT  
concerning TPEP Implementation Plan**

All certificated classroom teachers, as defined in WAC 392-191A-030, will be moved to the Washington State - Danielson evaluation system beginning in the 2013-14 school year. Approximately 25% of non-provisional classroom teachers will be evaluated per year using the Comprehensive evaluation system for each of the next four years. All classroom teachers must be evaluated on the Comprehensive system by the completion of the 2016-17 school year.

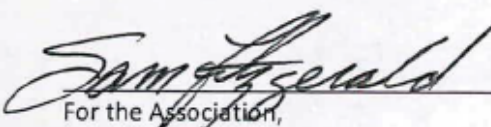
Classroom teachers who will be evaluated using the Comprehensive evaluation system for the 2013-14 school year will be as follows, based on the current number of classroom teachers:

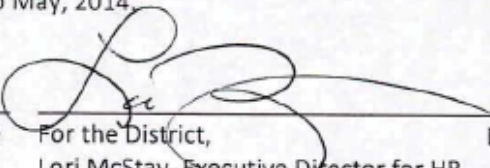
1. All provisional classroom teachers and any classroom teachers who have received an overall rating of undeveloped/unsatisfactory rating on their 2012-13 annual evaluation.
2. 25% of non-provisional classroom teachers in each building.
3. The combination of numbers one and two above will identify up to 10 classroom teachers per evaluator. There will be an exception to 25% of non-provisional staff being selected if the combination of those identified in one and two exceeds 10 classroom teachers.
4. For the purpose of achieving 25% of non-provisional classroom teachers on the Comprehensive evaluation, classroom teachers may volunteer on a first-come, first-served basis.
5. Classroom teachers will be notified of the process for volunteering during the May Teacher Evaluation Professional Development training.
6. At the first Teacher Professional Development training day prior to the start of the 2013-14 school year, each building administrator will have a sign-up sheet with the number of volunteers needed for each evaluator. All volunteers must sign-up by the end of the training day.
7. Should additional non-provisional classroom teachers need to be added to reach the 25%, reverse seniority, based on years of Washington state service, will be used to identify additional classroom teachers.
8. Notification of who will be evaluated using the Comprehensive system will take place on or before September 10, 2013.

The 2013-14 classroom teachers on Comprehensive will become Cohort A. Cohort D, comprised of all 2012-13 classroom teachers who piloted the Comprehensive evaluation, will be on Comprehensive for the 2016-17 school year. Any classroom teachers not on Comprehensive for 2013-14 will be placed on Focused evaluation.

Cohorts B and C will be selected in a similar fashion as Cohort A in the spring of each of the next two school years.

This letter of agreement will expire on August 31, 2014. The parties agree to revisit this Letter of Agreement in the labor management process prior to May, 2014.

 5/3/13 Date For the Association,  
Sam Fitzgerald, CPEA President

 5-3-13 Date For the District,  
Lori McStay, Executive Director for HR

## APPENDIX 13 – High School Athletic Director/Dean of Students

### High School Athletic Director – Extended Day Stipend

Step	Experience/Evaluations	Rate
1	0 through 2 years as an Athletic Director, and has satisfactory evaluations each year	\$ 6,264
2	3 through 4 years as an Athletic Director, and has satisfactory evaluations each year	\$ 8,352
3	5 <sup>th</sup> year and beyond as an Athletic Director, and has satisfactory evaluations each year	\$10,440

### Extended Year Days

The District agrees to continue current contract and practice regarding extended hours and days. Athletic Directors will receive a supplemental contract for ten (10) extended year days. Dean of Students will receive a supplemental contract for ten (10) extended year days. The ten (10) additional workdays will be scheduled by the building administrator.

APPENDIX 14 - Class Size Form



**Clover Park School District**

10903 Gravelly Lake Dr SW  
 Lakewood WA 98499-1341  
 253-583-5000

**Class Size Form**

**Instructions:**

1. Educator completes the **Class Size Form** based on class size limits in Section 4.4.2, and submits Concerns/Overload Options to Principal.
2. Principal and educator meet within 5 workdays to discuss the class size issue, and determine a mutually satisfactory resolution based on options listed below.
3. Principal completes Response/Action Plan and submits to respective Assistant Superintendent or Elementary Executive Director. Principal sends a copy of form to Association President.
4. Assistant Superintendent or Elementary Executive Director completes Response/Action Plan, and sends copy to Association President.
5. If educator will be paid for overload (option e), then educator will complete Overload Documentation and submit for pay monthly.

**Name:**  **Location:**  **Date:**

**Class Size Concern (to be completed by Educator):**

**4.4.3.3 Overload Options - Choose ONE**

- a) Add certificated staff (substitute, cadre).
- b) Create additional sections.
- c) Redistribute/provide twenty (20) minutes of paraeducator time per student daily for classes that are overloaded. If the paraeducator is not present, the teacher will be paid as described in option e.
- d) Other creative solutions, which do not violate this Agreement (with respective District approval).
- e) Pay per student over the maximum class-size limits, based on rostered students: Elementary is ten dollars (\$10) per student per day, Middle School is two dollars (\$2) per student per period per day, High School is three dollars (\$3) per student per period per day.

All student counts are based on rostered students.

**Principal's Response/Action Plan:**

**Principal Name:**  **Date Form Received:**

The principal has five (5) days from the receipt of this form to respond.  
 Copies of this form shall be sent to the respective Assistant Superintendent/Elementary Executive Director and the Association President.

**Assistant Superintendent/Elementary Executive Director Response:**

**Asst Supt/Elem Executive Director Name**  **Delivery Date of appeal to Asst Supt/Elem Executive Director**

The Assistant Superintendent or Elementary Executive Director has ten (10) days to respond.  
 Copies of this resolution shall be sent to the Association President.