

COLLECTIVE BARGAINING AGREEMENT

between

DAVENPORT SCHOOL DISTRICT NO. 207

and the

DAVENPORT EDUCATION ASSOCIATION

September 1, 2021– August 31, 2023

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PREAMBLE

This Agreement is entered into by and between the Davenport School District No. 207, hereinafter called the "Board" or the "District," and the Davenport Education Association, hereinafter called the "Association."

ARTICLE 1 - ADMINISTRATION

Section 1 - Exclusive Recognition

- A. The Board recognizes the Association as the exclusive bargaining agent for all regularly employed (contracted) salary schedule employees (teachers, librarians, counselors, and long term substitutes) and others included by law. Such representation shall exclude the chief administrative office and all other supervisory, administrative and confidential personnel as defined by law.
- B. When used hereinafter, the term employee shall refer to all certificated employees represented by the Association in the bargaining unit.

Section 2 - Administration of the Agreement

- A. Association representative shall meet with the Superintendent of the District by mutual consent during the school year to review and discuss the administration of the Agreement.
- B. Meetings shall take place at agreed upon times of the month provided the requesting party notifies the other party at least two (2) days prior to meetings. Any other mutually agreed upon meetings shall be held to continue discussion of administration of this Agreement.

Section 3 - Distribution of Agreement

- A. Within thirty days (30) following ratification by the Board of this Agreement, the Association shall print and distribute to all employees, a copy of this Agreement. Five (5) additional copies shall be provided to the Association. Ten (10) additional copies shall be provided to the Board.
- B. The cost of printing and distribution of the Agreement shall be borne equally by the District and the Association. The Association and Board shall design and prepare the copy of the Agreement prior to printing.

Section 4 - Management Rights

- A. The Board, acting in 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, the laws, and the Constitution of the state of Washington and/or the United States.
- B. The Association recognizes that the Board is legally responsible for the operation of the District and that the Board has the authority to discharge all of its responsibilities subject to the above mentioned laws and to the provisions herein.

Section 5 - Association Rights

- A. Upon prior notice to the building principal or appropriate supervisor, the Association and its representatives shall have the right to use District buildings for meetings and to transact Association business during non-student hours, provided facilities are not currently scheduled.
- B. The Association shall have the right to use District facilities, equipment and supplies. Fees for the use of District facilities, equipment and supplies shall be the same as those charged community groups. The Association shall be responsible for any negligence in the use of such equipment.
- C. The Association shall have the right to post notices of activities and matters of Association concern on specifically designated Association bulletin boards in the faculty lounge in each building.
- D. The Association shall have the right to use the intra-District mail service and employee mailboxes for communication purposes.
- E. Board meeting agenda and minutes shall be furnished to the Association at the same time they are distributed to Board members.
- F. Representative duly authorized by the Association who participate during working hours in negotiations, grievance procedures, conferences or meetings with the representatives of the District, shall suffer no loss of pay.
- G. The rights herein granted to the Association shall not be granted to any other organization which seeks to represent the employees in their employment relations with the Board, until such time as the Association is no longer the bargaining representative of the employees.

Section 6 - Strikes and Lockouts

- A. The Association agrees that during the life of this Agreement, the Association and the bargaining unit employees shall not authorize, condone, sanction or take part in any strike, walkout or work stoppage of employees covered by this Agreement.

- B. The District agrees that during the life of this Agreement, the District shall not lock out employees covered by this Agreement.

Section 7 - Grievance Procedure

- A. Purpose - The purpose of this grievance procedure is to provide for the orderly and expeditious adjustment of grievances of the employees of the District. The employee is encouraged to informally resolve any potential grievance with their immediate supervisor.

- B. Definitions

- 1. A grievant shall mean an employee or a group of employees and/or the Association.
 - 2. A grievance is a written statement by a grievant that a difference of opinion exists over the interpretation or application of the express term or terms of this Agreement.
 - 3. Days shall mean employee workdays. When a grievance has not been resolved by the end of the school year, the weekdays, excluding legal holidays, are to be treated as working days for the purpose of completing the grievance procedure.

- C. Employee Rights

- 1. Nothings contained herein shall be construed as limiting the rights of any employee having a complaint to discuss the matter via administrative channels and to have the problem adjusted without intervention of the Association; however, a grievant may choose to have at least one Association representative present for any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.
 - 2. A grievant may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by an Association representative selected by the Association. The Association has the right to be present at all grievance meetings as well as access to all grievance documents.
 - 3. All matters pertaining to specific grievances shall be confidential information and shall not be unnecessarily or indiscriminately related, disclosed, or divulged by any participant in the grievance.
 - 4. Employees involved in grievance proceedings, whether as a grievant, a witness, a representative of the Association, or otherwise, shall not suffer any restraint, interference, discrimination, coercion or reprisal on account of their participation in the proceedings.

- D. Election of Remedies

1. If a legal remedy exists to resolve a contract dispute, the employee must select either the legal remedy, or arbitration, but in no case will be allowed to pursue both.
2. If an employee is discharged or non-renewed and requests a hearing, then the District, the employee or the Association may elect to resolve the dispute through arbitration as opposed to the hearing process is RCW28A.405.250.
3. This Section, Election of Remedies, may also be chosen in other areas of dispute particularly Article III, Section 1, Employee Rights.

E. Cooperation of the Board and Administration

1. The Board and the Administration shall cooperate with the grievant in its investigation of any grievance, and further, shall furnish the grievant such information as is necessary and is permitted by law for the processing of any grievance.
2. The District shall make every attempt to schedule grievance hearings at times and places mutually convenient to both parties.

F. Released Time - Any employee who is the grievant or who is necessary as a witness shall be released for attendance at any arbitration proceeding with pay and benefits. Arbitration proceedings shall be scheduled at mutually agreeable times and witnesses shall be released as necessary to conduct an orderly proceeding and maintain the educational program.

G. Timelines Compliance - In the event the grievant fails to comply with the time limits herein, the grievance shall be invalid and subject to no further processing. In the event that the District fails to comply with the time limits contained herein at Level Two or above, the grievance shall be declared resolved on the basis of the grievant's requested relief. However, time limitations can be waived or extended by mutual consent of the District and the Association.

H. Grievance Form - Written grievances shall be filed on the standard form, Appendix D.

I. Grievance Procedure

1. Resolving a Grievance: A grievance shall be declared resolved if:
 - a. The employee and the immediate supervisor reach mutual agreement;
 - b. The District grants the stated relief sought; or
 - c. the grievant and the District (or its designee) reach a written mutual agreement; or

- d. the grievant withdraws the grievance.
- 2. Level One - Within twenty (20) school days following the time when the grievant has knowledge or reasonably could have had knowledge of the basis of a grievance, the grievant may present the grievance in writing to the immediately involved supervisor who shall arrange for a meeting to take place within five (5) school days of receipt of the grievance. The grievant shall be present for the meeting. The supervisor shall provide the aggrieved party with a written answer to the grievance within three (3) school days after the meeting. Such answer shall include the reasons upon which the decision is based.
- 3. Level Two - If the grievance is not resolved at Level One, or if no decision has been rendered within the period provided above, then the grievance may be referred to the Superintendent or his/her designee. The Superintendent shall arrange for a hearing with the grievant and/or the Association, to take place within five (5) school days of his/her receipt of the appeal. The Association shall have the right to include such witnesses and counselors as is deemed necessary to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the Superintendent shall have five (5) school days to provide his/her decision, together with the reasons for the decision to the Association.

- 4. Level Three - If the grievance is not resolved at Level Two within the period provided above, the Association may appeal the grievance to the Board within ten (10) school days of the Level Two meeting. Upon receipt of the appeal, the Secretary of the Board shall arrange for a hearing within ten (10) school days of the appeal. The parties involved shall have the right to include in the presentation such witnesses and counselors as they deem necessary to develop facts pertaining to the grievance. Upon conclusion of the hearings, the Board shall have five (5) school days to provide its written decision, together with the reasons for the decision, to the Association.
- 5. Level Four, Binding Arbitration - If the grievance is not resolved at Level Three by the Board within the period provided above, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have complete authority to make any decision and provide any remedy appropriate except as otherwise expressly prohibited by law or this Agreement. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.
 - a. The arbitration proceeding shall be conducted pursuant to the American Arbitration Association's expedited rules unless the parties mutually agree to waive, alter or modify the rules.

- b. If any question arises as to the arbitrability, such question shall first be ruled upon by the arbitrator selected to hear the dispute.
 - c. Neither party shall be permitted to assert in the arbitration proceeding any evidence which has not been presented at the Level Three hearing. If any new evidence is discovered, it must be submitted to the other party at least forty-eight (48) hours prior to the arbitration hearing.
 - d. The cost for the service of the arbitrator, including per diem travel, subsistence, cost of the hearing room, and cost of the arbitrator's services, shall be divided equally by the District and the Association. All other costs shall be borne by the party incurring the cost.
- J. Grievance File - Grievance records upon resolution shall be kept in a central grievance file. Such records, however, shall not contain employee names or identifiers. Records shall contain the details of the resolution of the grievance and be maintained indefinitely. The file shall be open to inspection from employees, administration and Association representatives.
- K. Supplemental Conditions - The arbitrator's jurisdiction shall be limited by excluding the following areas:
- 1. Nonrenewal of any provisional employee;
 - 2. Nonrenewal of any supplemental contract;
 - 3. Evaluation, except that the evaluation procedure shall be subject to the grievance procedure;
 - 4. Reduction-In-Force, except that RIF procedure shall be subject to the grievance procedure;
 - 5. Nonrenewal of continuing contract.

ARTICLE II - BUSINESS

Section 1 - Payroll Deductions

- A. The District agrees to deduct from the salary of any full or part-time employee under contract who is a member of the Association, as requested by the employee, funds for the following: regular Association dues; premiums for mutually approved insurance programs; contributions for a tax sheltered annuity approved by the Board and the Association; charitable contributions for the duration of the current employee contract.
- B. The above does not preclude the Board from authorizing deductions for any other employee who should request it.
- C. If the Association wishes employee deductions to be made for dues on a 12-month basis, the Association must submit completed forms to the business office of the District on or before September 10 of each year. Failure of an employee to notify the Association of dues deductions in a timely manner shall result in the deduction being revoked for that year for that employee.
- D. The Association shall indemnify and hold the District and the Board harmless against any or all claims made, and against any suit instituted against the District on account of any payroll deductions for the Association. The Association agrees to refund to the District any amount paid to it in error.

Section 2 - Employee Reduction and Recall

- A. The Board of Directors shall determine whether the financial resources of the District shall be adequate to permit the District to maintain its educational program and services substantially at the same level for the next school year. If the Board determines that the financial resources are not reasonably sufficient for the following school year, the Board shall adopt a modified educational program and identifying programs and budget items that need to be reduced after input from the Administration, public and the Association. Those employees who shall be retained to implement such a modified program and those employees, if any, whose contract shall not be renewed will be notified not later than May 15.
- B. In adopting a reduced educational program which shall require reduction, modification, or elimination of positions involving employees, the employees required to implement the modified or reduced educational programs or services shall be selected as hereinafter provided.
 - 1. In an effort to eliminate unnecessary nonrenewals or involuntary termination, every reasonable effort shall be made to ascertain the number of certificated positions which shall be open as a result of: (a) retirement, (b) normal resignations, (c) other transfers, (d) leaves of absence (e) and non-renewal of provisional contracts.
 - 2. Employees shall be retained for available positions on the basis of:

- a. Possessing valid non-emergency Washington State certificates as may be required for the position being filled.
- b. Seniority, defined as Full-time equivalent, FTE, years of experience within the State of Washington, as long as the employee meets the needs of the District's modified or reduced educational program. To meet the needs of the modified or reduced educational program, the employee must possess one of the following qualifications:
 - 1) One (1) year of professional teaching experience in the subject/teaching area(s) required by the new position; or
 - 2) A college major, or an area endorsement, or twenty (20) quarter hours in the subject/teaching area(s) required by the new position.
- c. If seniority rankings for a given position are equal, the preference shall be given to the employee who is the furthest to the right in horizontal placement on the current salary schedule. If still equal, preference shall be given to the employee with the most in-district seniority. If after such consideration the employees are still equally ranked, the position shall be filled by lot.
- d. The District shall publish and distribute to all employees prior to March 1 a Washington State seniority list ranking each employee from the greatest to the least Washington State seniority.
 - 1. All employees who are not recommended for retention in accordance with these procedures and who are given a notice of nonrenewal of contract, shall be placed in the employment pool for possible re employment for a period of one year, renewable on a year-by-year basis, upon annual written request of the employment pool member. Employment pool members shall be given the first opportunity to fill open positions within their qualifications under the guidelines set forth. Members of the employment pool shall also have first priority for long-term substitute positions, after having given notice to the District of their desire for such opportunities.
 - 2. When a vacancy occurs for which any member of the employment pool is qualified, notification from the District to such member shall be made by certified mail or by personal contact with the Superintendent or his/her designee. Such member shall have ten (10) calendar days from the receipt of the letter or from the date of personal contact to accept the position.
 - 3. If a member of the employment pool fails to respond to a received offer within five days or fails to accept a position for which he/she has been similarly employed in regards to FTE and for which he/she is qualified, such member shall be dropped from the employment pool.
 - 4. Members of the employment pool may pay their total medical insurance premiums to the District in twelve (12) equal payments due the first day of the month and in turn, the

District shall forward the money to the appropriate medical payment center so that the member of the employment pool and/or their dependents shall be included within the group medical insurance.

Section 3 - Employment Contract Procedures

A. The length of an assigned employment contract shall be one hundred eighty-one (181) days for the school year. Employees on extended contract shall be paid at a daily rate of salary equal to 1/181 of the amount listed at BA + 0 on the current salary schedule, Appendix B.

B. Professional Development - Per Diem Days

1. There shall be a total of 0 Per Diem days beyond the regular contract.
 - a. Zero (0) professional learning days shall be determined jointly by the District and the Professional Development Committee and scheduled on the school calendar.
 - b. Zero (0) professional learning day shall be available for employees to use for professional development in addition to the two days offered by the District. To receive payment for professional learning days used outside of the one offered by the District, the request must be pre-approved by the Superintendent. These days consist of 8.0 hours and may be taken in any increments up to 8.0 hours.
 - c. For the 2018-19 school years, zero (0) per diem days will be referred to as a “TRI day”. The District shall provide each employee with zero (0) Time Responsibility and Incentive (TRI) day. These days will consist of eight (8.0) hours each and can be taken without restriction in any increment up to 8.0 hours at the employee’s discretion.

Per Diem Table

2016-2018

Professional Learning	0
Tri-day	0
Total	0

2. Services must be rendered in order for an employee to be paid. Payment shall be made, at the individual employee's per diem rate of pay, in the month following the per diem day provided the per diem pay form is completed and turned into the District office by the 15th of the payment month. Requests must be submitted by *the end of the contract year (Aug. 31)*.

4. It is the intent that employees have input into planning for the use of these days. To that end, the Professional Development Committee shall conduct a spring survey of employee needs.
 - a. Two (2) of the per diem days shall be devoted to an issue, issues, need, or needs surfaced through this survey. The Professional Development Committee and the District shall jointly organize, plan and conduct this day.
 5. All of the non-compulsory per diem days shall be reserved for District approved professional development related to the employee's classroom teaching. To receive payment, use of this per diem day must be pre-approved by the Superintendent. Employees shall be free to travel out of the District or within the District, at their choice and expense for all costs related to the approved professional development activity. (2007)
- C. The Association shall participate in a calendar committee formed with members to include, PSE, the superintendent, principal(s) and a Board member representative. The Association and committee shall submit its proposed calendar before the February board meeting annually. Negotiations on the calendar shall be completed no later than April 15. A Board approved calendar will be adopted by April 30.
1. If the calendar is approved with winter break starting before December 21, the teachers will work a full day. If the break starts on December 21 or later, the teachers will have early release.
- D. Employment contracts, with salaries stipulated, shall be issued for the following school year by May 15. Contracts shall be signed and returned by the employees by May 30. If not signed and returned by that date, a contract shall be presumed to be rejected.
- E. Three copies of the contract shall be given to the employee for signature. One copy is to be retained by the employee. Two copies shall be returned to the Superintendent. After being signed by the Superintendent, one of these two copies shall be returned to the employee.
- F. Payment for any month of service shall be made on or before the last working day of the month. The last working day of the month is defined as the last non-weekend day of the month. The Association shall hold the Board harmless for any deviation from this schedule, if the payroll has been submitted in a timely manner. All compensation owed to an employee who is leaving the District shall, upon request be paid in full on the first possible payday, but not exceed forty-five (45) days following the last day of employment.
- G. A supplementary employment contract shall be issued to select employees for certain extracurricular duties as determined by the District. This contract shall be for one year and not subject to Article III, Section 6. Employees on a supplemental contract shall be paid according to the schedule as contained in Appendix C.
- H. Release From Contract - An employee under contract shall be released by the Board from the obligations of the contract upon request under the following conditions:

1. A letter of resignation must be submitted to the Superintendent;
2. A release from contract, prior to July 1, shall be granted provided a letter of resignation is submitted to the Superintendent prior to that date;
3. A release from contract shall be granted after July 1 provided a satisfactory replacement can be obtained;
4. Upon the approval of the Board, a release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.

Section 4 - Salary Schedule Placement

- A. Education and experience credits allowable for salary increases must be recognized pursuant to Washington State requirement promulgated by the Washington State legislature and the Office of the Superintendent of Public Instruction (OSPI).
- B. The salary schedule shall be the locally determined salary schedule each school year. Employees shall be placed on the salary schedule attached hereto at the level existing on the salary schedule for which the employee is qualified.
- C. Movement to the next level shall require that the employee meet the state requirements for the new level. It shall be the responsibility of the employee to provide the District with official college transcripts at the completion of each year's course work.
- D. In addition to C above, The District shall accept educational credits for pay increases if:
 1. Prior approval of course work is obtained from the Superintendent;
 2. A letter is submitted to the Superintendent by June 15 indicating an anticipated change in status because of additional education;
 3. A transcript is submitted to the Superintendent by November 1;
 4. The District shall send a reminder of the above requirements with the May payroll check.
- E. ESA members employed by the District, including but not limited to school counselors, school psychologists, speech pathologists, and occupational therapists, will be placed on the appropriate step of the salary schedule according to experience both in the private sector and within public education.

Section 5 - Professional Development

- A. Tuition Reimbursement: The District shall pay tuition reimbursement for employees who hold the Washington State teaching certificate at the rate of \$0 per quarter hour and \$0 per semester hour to a maximum of \$0 per year reimbursement for college-attained credit received during the school year. Courses for which the District shall make reimbursement must be approved by the Superintendent in advance of taking the course or courses. The District shall not pay tuition reimbursement for employees who do not hold the teaching certificate in the state of Washington.

Additional assignments: An hourly rate of pay of twenty-two dollars (\$22) shall be offered for the following areas:

1. Summer committee work initiated by the Principal or Superintendent
2. Other assignments initiated by the Principal or Superintendent

All of the above require approval of the Superintendent.

- B. The District shall reimburse employees for clock hours who provide proof of payment and attendance. The maximum reimbursement for clock hours will be \$0 per school year.
- C. The District shall reimburse employees an amount of \$690 per year who provide proof of payment working toward obtaining National Board Certification.
- D. No employee shall receive tuition and clock hour reimbursement for courses taken during a per diem day or contract day nor shall any per diem day be paid for a regular contract day.
- E. When acting in accordance with assigned duties, the Superintendent may authorize necessary and desirable travel within budget limitations. All travel requires the prior approval of the Superintendent. Employees may use either the District vehicle (if available) or drive their personal vehicle, in which case reimbursement shall be at the same rate provided by the IRS.
- F. The total amount of District-reimbursed tuition shall not exceed \$0 annually.

The total amount of District-reimbursed clock hours shall not exceed \$0 annually.

Section 6 – Career Employees

Beginning with the 21st year of service employees will receive an annual stipend of \$0 to be paid on a supplemental contract. Beginning with the 26th year of employment the employee will receive a stipend of \$0.

Section 7 - Insurance Benefits

- A. Each year the District will provide the state allocation per FTE toward mutually agreed group medical, dental, and/or vision insurance programs.

- B. Annual enrollment for group insurance shall be completed by September 15 each year. The enrollment of new employees shall be completed within the first thirty (30) days of their employment.
- C. All employees shall receive insurance premium contributions from the District on a pro rata basis according to the percentage of the employee's full-time equivalency.
- D. Employees on unpaid leave can, upon request, continue in the District group medical plan by paying the appropriate amount to the District no later than ten (10) days prior to premium due date.

Section 7.5 SEBB

- 1. Benefits provided by the SEBB will include but not be limited to:
 - 2. Basic Life and accidental death and dismemberment insurance (AD&D)
 - 3. Basic Long-term Disability
 - 4. Vision
 - 5. Dental including orthodontia
 - 6. Medical Plan
- A. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected. Employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll in through SEBB (e.g. increased AD&D, Long-term disability, etc.).

B. Dependent Coverage

Employees who are eligible as of December 31, 2019 and who are no longer eligible under the new rules of SEBB (630 hours in paid status or as expanded under the local CBA) may pay the full cost of the medical plans (employee + employer) to continue to cover themselves and their dependents for a period of 18 months (as per COBRA).

- C. The District agrees to follow SEBB eligibility rules. For purposes of Employee insurance, definitions and eligibility rules are as defined in Chapter WAC 182-30 and 182-31. Eligibility: Employees are subject to eligibility by meeting the minimum hour requirement as defined by SEBB.
- D. Continuity of Coverage: New employees previously covered through SEBB from a previous employer and eligible for SEBB coverage will have uninterrupted benefit coverage if they are anticipated to meet eligibility requirements.

- E. Default Plan: Employees who fail to enroll within fifteen contract (15) days of becoming eligible for benefits or within an open enrollment period shall be placed by SEBB in SEBB's default plan and lose the opportunity to elect supplemental coverage until the next open enrollment period available to that employee.
- F. Providers: shall be those companies contracted to provide services through SEBB. Plans will be subject to change per SEBB rules and SEBB's contractual arrangements with providers.
- G. Premiums: The district shall pay the Employer required HCA premium for each eligible Employee per WAC 180-30-070, regardless of which plan or which tier level the Employee selects.
- H. Employees are subject to premium surcharges and for the costs of selecting supplemental coverage and/or various plan and tier charges. The Employees shall be responsible for paying these amounts as provided in WAC 182-30-040. Required payments will be deducted from Employees payroll or paid by check to the District, if the Employee has insufficient payroll to cover the costs required to be remitted by the District to SEBB.
- F. Termination of Benefits: Benefits shall continue until August 31st of the applicable year unless otherwise terminated in accordance with WAC 182-31-050.

Section 8 – Meals and Mileage

Increase rates for meals and mileage for overnight travel trips:

Meal	Previous Rate	New Rate
Breakfast	\$6	\$10
Lunch	\$8	\$15
Dinner	\$11	\$25
<i>Total</i>	<i>\$25</i>	<i>\$50</i>

Section 9 - Leaves

- A. Sick and Emergency Leave - Twelve (12) days per year of illness, injury, pregnancy/childbirth, or emergency leave shall be granted. Absence for more than five (5) consecutive days under sick leave may require a doctor's letter of confirmation. Each employee's portion of unused sick leave allowance shall accumulate from year to year to a maximum of 180 days, after an employee has accumulated 180 days they may sell back days earned over 180 at the rate of 4 to 1, if the employee does not sell back the excess days they will be lost.

An emergency leave shall be defined as an event which requires the personal attention of the employee, and proper planning would not have avoided the need for using school time. It should be a situation which is not anticipated and is suddenly precipitated. All emergency leave taken under these conditions

will be deducted from the employees accumulated sick leave. The employee will make every effort to notify their supervisor as early as possible prior to taking the leave.

1. Upon retirement, each eligible current employee may elect to convert their accumulated sick leave, up to 180 days, to a VEBA III plan, or should the legislature revoke sick leave to VEBA 3, monetary compensation. (2013)
 - a. In order to assist in the budgeting process, an employee who wishes to participate in the VEBA III plan, or monetary compensation are strongly encouraged to inform the District in writing of their intent to retire by May 15 of the year prior to their year of retirement. Notification of retirement will not be binding to an employee.
 - b. The rate of conversion shall be one day for each four (4) days of annual accumulated unused sick leave available as of January 1.
 - c. Should the legislature revoke the sick leave conversion to VEBA III benefit upon retirement, the District would allow employees the annual sick leave buy back option at the conversion rate of one day for each four days of annual accumulated sick leave beyond 60 days to a maximum of 12 days.
2. Bereavement Leave - Each employee shall be granted up to five (5) days of bereavement leave per year for family or persons with whom an equivalent relationship exists. Additional days beyond the five (5) shall be deducted from sick leave.

B. Other Leaves

1. Professional and Other Leaves - Leaves of absence up to one (1) year without pay may be granted at the Board's discretion to employees for the purpose of study, travel, recuperation, teaching in another school district or working in a professionally related field. The employee on leave shall retain his/her seniority status with the District. Upon return from leave the employee shall be placed in the position last held or in a similar position in the District. Upon request by the employee, such leave may be renewed for up to one (1) additional year.
2. Jury Duty and Subpoena Leave - Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to serve on jury duty is received. Leaves of absences with pay shall be granted an employee subpoenaed to appear in a court of law.
3. Military Leave - Employees shall be granted military leave of absence when required by law. While on leave the employee shall retain his/her seniority status with the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District. This leave is without pay.

4. Family Leave - An employee who has worked for the District at least one (1) year immediately preceding the commencement of family leave, is entitled to twelve (12) work weeks of family leave, without pay, during any twelve month period for the following:
 - a. For the birth of or care for a newborn child, an adopted child who is under the age of 18 at the time of placement for adoption, or a newly placed foster child; or
 - b. To care for a spouse, parent, or child who has a serious health condition; or
 - c. For a serious personal health condition of the employee if it renders the employee unable to perform his or her job.

Terms used in this section shall have the same meaning as the meaning set forth in the federal and state family and medical leave laws.

Pursuant to federal family and medical leave laws, the employee may choose, or the District may require the employee, to use his or her accumulation of paid leave to which he or she is otherwise entitled as a substitute for unpaid family leave.

Health benefits provided under any group health plan shall be continued for the duration of the leave at the level and under the conditions coverage would have been provided if the employee had continued in employment during the leave. However, if the employee fails to return from leave, the employee must reimburse the District for all premiums paid by it during the leave.

An employee who plans to take family leave must provide the District with a written request at least thirty (30) days in advance, unless the family leave is not foreseeable, in which case the employee must notify the District of the expected leave as soon as possible but not later than one (1) working day after the need for leave becomes known to the employee.

Upon returning from authorized family leave, the employee is entitled to be returned to the same position he or she previously held or to an equivalent position with equivalent employment benefits and other terms and conditions of employment. Reinstatement of an employee returning from family leave need not occur if the employee would not otherwise have been employed at the time of reinstatement is requested or if the employee unequivocally advises the District that he or she does not intend to return to work.

Leave taken under this provision shall be taken at the employee's FTE and consecutively unless an alternative schedule is approved by the Superintendent/designee or where intermittent or reduced leave is medically necessary.

Leave taken for a newborn or placement of a child for adoption or foster care shall be completed within one (1) year after the date of birth or placement. A period of family leave under this provision is in addition to any sick leave taken due to the employee's temporary disability attributable to pregnancy or childbirth.

When a husband and wife who are eligible for family leave or when parents of a child are eligible for family leave and the husband and wife or the parents are both employed by the District, the husband and wife or the parents are permitted to take only the combined total of twelve (12) weeks of leave during a twelve (12) month period as provided by federal family and medical leave laws.

The District may require medical certification for leave purposes in accordance with the federal Family and Medical Leave regulations. Also, the District may obtain the opinion of a second or third health care provider in accordance with the requirements of the federal Family and Medical Leave regulations.

Commencing January 1, 2020, 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. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise.

Commencing January 1, 2019, the District shall pay the state required employer amount of the payroll premium to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of

5. Discretionary Leave - The Board of Directors shall have the power to grant other leaves with or without pay for reasons not covered by this Agreement.
6. Association Leave - Six (6) days of leave shall be granted the Association. Three (3) days shall be for Association business and three (3) days for work related to collective bargaining. Leave may not be used for lobbying or other political purpose. The Association shall pay for the cost of substitutes.
7. Personal Leave -
 - a. Each employee with less than four (4) years service with the District shall receive two (2) days personal leave per year. Each employee with four (4) or more years of service with the District shall receive three (3) days personal leave per year. Up to three (3) days of personal leave may be rolled over annually to an employee's personal leave bank. The bank shall not exceed six (6) days.
 - b. Employees who opt not to utilize personal leave will be paid the salary schedule base rate of pay for each day not used, payment to be included in the June paycheck.
 - c. Employees shall not use more than two days in succession for personal leave after May 1, and none during the last two weeks of school, except in cases of extreme emergency.

- c. Employees shall notify the building principal of personal leave days desired at least one week in advance. Employees shall receive approval from the Building Administrator or Designee for any personal leave. Availability of substitutes may determine whether leave is granted.

Shared Leave:

Shared Leave (RCW 41.04; ESHB 1434)

Leave Sharing Program:

The District will implement a leave sharing program for bargaining unit members consistent with the rules and regulations of the State of Washington.

Annual and/or sick leave may be donated from one employee to another employee who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition; a fellow employee who is a victim of domestic violence, sexual assault, or stalking; a fellow employee who is sick or temporarily disabled because of pregnancy disability; for the purpose of parental leave to bond with the employee's newborn, adoptive, or foster child; or an employee who has been called to service in the uniformed services; which has or soon will cause the employee to use all accrued annual and sick leave and be forced to take leave without pay or terminate employment. Employees accessing parental leave sharing may maintain up to 40 hours of accrued leave in reserve.

The provisions contained in this section apply specifically to the donation and receipt of illness, injury, and emergency leave accrued by a certificated employee under the provisions of RCW 28A.400.300 (1)(b), and for parental leave under the provisions of RCW 41.04.655.

Employees may donate and receive shared leave to/from an employee of other Washington State school districts and other WA State agencies (i.e. Institution of higher learning, PUD, etc.) Leave shared between Districts and/or State Employers (WAC 392-136A-065, RCW 41.04.665) shall be calculated in a format designated by OSPI. Donated shared leave shall be converted into the dollar equivalent. Received shared leave shall be converted from the dollar amount received into days to be paid. Shared leave shall be transferred between Districts and/or State Employers based on the dollar equivalent computed under this section.

An employee may donate Sick Leave to a specific individual under the following conditions:

- A. The donating employee must have a leave balance greater than twenty-two (22) days.
- B. The donating employee's accrued sick leave balance may not go below twenty-two (22) days due to the donation.

Section 10 - Staff Development

- A. The District will establish a staff development program that supports District policies and Washington State mandates through attendance at conferences, workshops, clinics which enhance the professional development of employees.

- B. The amount budgeted under the provisions of this section shall be determined by the number of certificated FTE under this contract multiplied by \$150.00 beginning with the 1999-2000 budget.
- C. A Professional Development Committee consisting of representatives from all three buildings will review and make recommendations to the principal regarding individual professional development activity requests.

ARTICLE III - PERSONNEL

Section 1 - Employee Rights

- A. The Board and the Association agree that every employee as herein defined shall have the right freely to organize or to not, join and support the Association for the purpose of engaging in collective bargaining or negotiation. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by the Act or other laws of Washington of the constitutions of Washington and the United States; that they shall not discriminate against any employee with respect to hours, wages, or non membership in the Association, with his/her participation or non participation in lawful activities of the Association or collective negotiations with the Board, or his/her institution or refusal to institute, any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. The Association and the Board shall cooperate to assure compliance with the state's nondiscrimination laws and with Board policies, provided such policies are not in conflict with RCW 41.59 or with this Agreement.
- B. A copy of the District policies shall be made available for use by the Association and employees.

Section 2 - Academic Freedom

- A. Academic freedom shall be guaranteed to employees and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility and subject to compliance with District policies and Washington State educational mandates.
- B. The employee's responsibility shall include consideration of the maturity level of the students, a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.
- C. No mechanical or electronic device shall be installed in any classroom or brought in on a temporary basis by means of which a person shall be able to listen or record the procedures in any class without one (1) day's prior notice to the affected employee. This paragraph does not apply to students.
- D. The District shall not alter the grade assigned to any student by any employee except with prior consultations with the employee. The employee may appeal any resulting grade changes to the Superintendent.

Section 3 – Curriculum

- A. The District and the Association agree that district curriculum and materials aligned with state standards are the curriculum taught and materials used as per applicable Board Policy.

- B. Individual teachers are professionals, and as such must make professional judgments about the best research-based instructional practices, reflecting state standards.
- C. The District will strategically and intentionally coordinate the implementation of new curriculum and/or materials at the elementary level. There will be no more than one (1) implementation in any given school year across all content areas unless necessary to comply with state or federal expectations or a curriculum committee consisting of administrators and teachers of impacted grade levels agrees to move forward with the second adoption.

Section 4 - Employee Workday and Preparation Period

- A. The working day for all certificated employees will be seven hours and thirty minutes (7 1/2 hrs) consecutively. The employee workday shall begin thirty (30) minutes prior to the first students' bell, shall end thirty (30) minutes after the last students' bell, and include a duty-free preparation period, if applicable, as established below, and a thirty (30) minutes duty-free lunch during the student school day. Employees shall be in their rooms fifteen minutes prior to the beginning of the student school day. Teacher departure/arrival on early release/late start days will be at the regular times, except in emergency situations (i.e. weather) and early release for Thanksgiving and Christmas vacations.

Emergency School Closure: In the event of an emergency situation, which results in early dismissal or late start of school, provisions of student safety must be met and the school site/building secured.

When schools are closed because of inclement weather, ice, snow, or other acts of God, employees shall not be required to report to work.

When the District is required by law to make up school days missed in order to receive its state apportionment due to school closures and such days go beyond any "snow make-up days" listed on the District calendar, such scheduling of make-up days shall be accomplished in consultation with the Association.

When school closures occur and the governor has designated an "*emergency*": If deemed applicable by the superintendent, and if an emergency closure waiver application from the District is approved by OSPI, and the District will receive no loss in state apportionment dollars, employees will not suffer a loss of pay.

- B. All employees shall have at least 225 minutes of preparation time per week within the student instructional day, exclusive of the duty-free lunch period and recess. This preparation time shall be in blocks of at least thirty (30) continuous minutes. When students are dismissed midday, time in the afternoon can be used to fulfill preparation time requirements. The number of preparations for the middle school and senior high school employees shall be limited to one course per teaching period unless agreement is made with the teacher to teach more preparations per period. Employees shall not be assigned to other duties during their preparation time.
- C. Employees may leave their assigned buildings for a specific period or be dismissed early, if necessary, with prior administrative approval.

- D. Faculty meetings may extend the employee's workday, provided, however, that faculty meetings shall not exceed two (2) hours per month beyond normal duty day.
- E. Assignment to activities which occur outside the employee's workday shall, except in an emergency, be voluntary and shall be made without discrimination. If assignments to supervise student activities become necessary, then the assignment shall be rotated so that all employees receive equal treatment.

Section 5 - Employee Evaluation

TPEP

EVALUATION AND PROBATION

Section 1. General

Employees shall be evaluated during each school year in accordance with the procedures and criteria set forth in this Article. Any employee whose work is judged unsatisfactory, based upon the evaluation criteria,

1. Shall be placed in a probationary status, no later than February 1, and
2. Shall be given until May 1 to demonstrate improvement in areas in which the employee is deficient.

Section 2. Evaluation of Classroom Teachers

A. Teacher Evaluation – Purpose

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

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

B. Qualifications of Evaluators

The term “**Evaluator**” shall mean the building principal or assistant principal of the classroom teaching being evaluated. The evaluator shall be made known to the classroom teacher fifteen (15) working days of the beginning of the school year or within fifteen (15) working days of the first day of employment. In the

event the teacher being evaluated does not work under the direct supervision of a building principal or assistant principal, a certificated administrator in the district as designated by the Superintendent shall serve as evaluator. A classroom teacher who is assigned to two (2) or more schools shall be assigned a primary evaluator, but input may be provided by the other school administrators if it is made known to the teacher.

If a teacher is transferred to another position, not under the supervisor's jurisdiction, the final evaluation shall be made by the supervisor at the time of transfer or by the new supervisor. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date, unless the employee and District agree to waive the evaluation requirement, of the resignation does not provide time to effectuate an evaluation.

Principals and administrators who have evaluation responsibilities shall engage in professional development designed to implement the evaluation system and maximize rater agreement. No teacher shall be evaluated by an administrator who has not been trained in the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements. RCW 28A.405.120

C. **Definitions**

1. The term “**Artifacts**” shall mean anything in physical or virtual form that provides data. Artifacts could include notes from observed practice and products or results of a classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Teacher created artifacts should not be created specifically for the evaluation system.
2. The term “**Classroom Teacher**” shall mean certificated staff with an assigned group of students for whom they provide academically focused instruction and/or grades. The term “classroom teachers” does not include: counselors, librarians, instructional coaches, education specialists, Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses, or school psychologists), and other bargaining unit members who do not meet this definition. Employees who do not meet the definition of classroom teacher will be evaluated using the evaluation requirements, as per state law, and as written in Article IV, Section 3 of this agreement.
3. The term “**Component**” shall mean the sub-section of each criterion.
4. The term “**Evaluation**” shall mean the ongoing process of identifying, gathering and using information to improve professional performance, and assess total job effectiveness.
5. The term “**Evaluation Criteria**” shall mean the minimum eight (8) evaluation criteria for classroom teachers to be scored as specified in WAC 392-191-006.
6. The term “**Evaluation Report**” shall mean that document which becomes a part of the teacher's personnel file.
7. The term “**Evidence**” shall mean any artifact, observed practice or results of the classroom teacher's work that demonstrates the teacher's ability and skills in relation to the instructional framework rubric. Evidence is not intended to be a portfolio collection of evidence but rather a

sampling of data used to demonstrate the classroom teacher's level of performance. It should be gathered from the normal course of employment.

8. The term **“Instructional Framework”** shall mean the adopted instructional framework pursuant to RCW 28A.405.100. The parties have agreed to the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
9. The term **“Not Satisfactory”** shall mean:
 - a. Provisional Teachers and Non-provisional Teachers with five (5) years or less teaching experience in the State of Washington:
 - 1) Receiving a summative score of one (1) is not considered satisfactory performance.
 - b. Non-provisional Teachers with more than five (5) years teaching experience in the State of Washington.
 - 1) Receiving a summative score of Unsatisfactory one (1) is not considered satisfactory performance.
 - 2) Receiving a summative score of Basic two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.
10. The term **“Observation”** shall mean the gathering of evidence made through classroom or other review of work by the employee worksite visits, such as viewing instruction, meetings, communication and examining evidence over time based on the district adopted teacher evaluation model.
 - a. A **“Formal Observation”** shall mean a documented observation that is prescheduled.
 - b. An **“Informal Observation”** shall mean a documented observation that is not required to be pre-scheduled.
11. The term **“Rubrics”** shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
12. The term **“Scoring Band”** shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.
 - Level 1 Unsatisfactory = 8 – 14
 - Level 2 Basic = 15 – 21
 - Level 3 Proficient = 22 – 28
 - Level 4 Distinguished = 29 – 32

Component scores within a criterion will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up, for

example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

13. The term “**Student Growth**” shall mean the change in student achievement in subject matter knowledge, understandings, and/or skill between two points in time, in context of meeting standards/course requirements.
14. The term “**Student Growth Data**” shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures.

Assessments used to demonstrate student growth shall be appropriate, relevant and initiated by the classroom teacher. Evaluation of student progress may include formative and summative measures. Evaluation of student progress may include formative measures, summative measures, school-wide and district-wide assessments.

15. The term “**Summative Performance Ratings**” shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient and Level 4 = Distinguished.

A. **Provisional Teachers**

1. **Definition:** The term "**Provisional Teacher**" shall mean any teacher in a teaching or other nonsupervisory certificated position. Provisional teachers shall be subject to nonrenewal of employment contract, without any requirement for probation, as provided in RCW 28A.405.220 during the first three consecutive years of employment, unless:
 - (a) the teacher has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the teacher shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or
 - (b) the teacher has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the teacher shall remain subject to the nonrenewal of the employment contract until the teacher receives a level two (2) rating.

Regardless of whether a teacher worked three consecutive years for the District previously, any teacher employed, following a break in service of at least three years, shall be considered provisional for at least the first year of employment.

2. **Evaluation Option:** Provisional Teachers shall be evaluated on a comprehensive evaluation in accordance with provisions listed in Section 2.E. Comprehensive Evaluation Option.
3. **Ninety (90) day Observation:** Provisional teachers shall be observed for thirty (30) minutes in the first ninety (90) calendar days of their first school year with the District.

4. **Additional Observations:** In the third year of provisional status, teachers shall be observed for a minimum of ninety (90) minutes during the evaluation year.

B. Evaluation Process

1. **Notification**

Within the first fifteen (15) days of each school year, or within fifteen (15) working days of the first day of employment, the classroom teacher will be notified whether the teacher will be evaluated using the comprehensive or focused evaluation system. When appropriate, evaluators may use group meetings for this purpose. This notification does not impair the District's ability to transfer the employee to the alternative system as otherwise provided in the Agreement.

2. **Teacher Self-Assessment**

All teachers will complete either a self-assessment on all eight (8) criteria and the components therein or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. No teacher shall be required to share the self-assessment form with his/her evaluator. The self-assessment and goal setting shall be completed by November 1 unless agreed upon with the supervisor and certificated staff.

3. **Artifacts and Evidence**

- a. The evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
- b. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated at the time of the post-observation conference, and be used to determine the final evaluation score.
- c. Artifacts should be "a natural harvest" of products generated in the course of the teacher's practice to demonstrate proficiency.
- d. Emphasis should be placed on the collection of a small number of high quality artifacts demonstrating teacher performance, rather than quantity of artifacts submitted.

4. **Documentation**

The District shall adhere to the following:

- a. A copy of the final evaluation and teacher's written comments, if applicable, shall be placed in the teacher's personnel file and removed, at the request of the teacher. after six years.

- b. Classroom teachers shall have access to their data collection account in subsequent years as long as they remain employed in the District.
- c. Evaluators shall notify the teacher of any additional evidence submitted to data collection account within five (5) days of the evidence being submitted. An automatic notice from the data system shall be sufficient.
- d. Teachers shall not be required to share their self-assessment information utilized within the data collection system.
- e. Any and all data entered into the data collection system shall be considered confidential, and not be subject to public disclosure. Notwithstanding the original source of this information may be subject to public records disclosure in compliance with the Washington State Public Records Act.

5. Electronic Monitoring

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

C. Comprehensive Evaluation Option

A comprehensive evaluation will be required for all teachers who are provisional teachers or who have received a level 1 or level 2 rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six (6) years.

1. Professional Goals – Comprehensive Evaluation

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

2. Pre-Observation Conference – Formal Observation

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

3. Formal Observations

- a. If mutually agreed upon, the second thirty (30) minutes of required observation time may be broken into smaller time increments. Only one pre-observation conference will be required for that series of observations.
- b. As defined in RCW 28A.405.220, teachers in the third year of provisional status must be observed for an additional thirty (30) minutes, for a total observation time of no less than ninety (90) minutes.
- c. The 60-90 minutes of observation time for TPEP purposes will not take place on half days, early release, the day before winter or spring break, and on the days of an assembly, unless mutually agreed upon by the teacher and the evaluator. This does not preclude walk-throughs and/or general supervision by administrators.
- d. Within five (5) working days after completion of the formal observation or series of informal observations the evaluator shall provide the teacher with a written summary and feedback of the observation(s). Documentation shall be made using the instructional framework.
- e. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be incorporated on the observation document prior to or during the post-observation conference and be considered when determining the final evaluation score.
- f. The final formal observation shall occur prior to May 15th.

4. Post-Observation Conference – Formal Observation

The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance. Following each scheduled observation or series of shorter observations, the evaluator will:

- A. Document and share the results of the observations in writing or by using other evaluator tools. The evaluator will share his/her observation report with the teacher within 5 days of its creation.
- B. Each teacher will have the opportunity to submit artifacts or evidence to support his/her performance at any time after the observation(s) and at any other time throughout the year.
- C. If a teacher is at risk of being rated Basic or below, the evaluator must schedule a time to meet with the teacher after the observation(s) to review concerns.

5. Informal Observations

- a. Informal observations do not have to be in the classroom. Department or collegial meetings may be used for Informal observations.

- b. If the evidence is to be used in the evaluation process demonstrates a lack of proficiency, the teacher will receive a written summary.
- c. The evaluator is encouraged to engage in coaching cycles, walkthroughs, and support of professional growth of teachers.

6. Final Summative Evaluation Conference

- a. Prior to June 1 the evaluator and teacher shall meet to discuss the teacher's final summative score. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year.
- b. The classroom teacher has the right to provide additional evidence for each criterion to be scored. Evidence must be submitted to the evaluator by May 15th, unless the evaluator and teacher mutually agree to a later date.
- c. The students may also be included in the evaluation process (RCW 28A.405.100) if agreed upon by the teacher and evaluator.
- d. If the evaluator judges the teacher to be below Proficient the evaluator must articulate evidence that deemed the score less than Proficient.
- e. When a non-provisional final summative score is below Proficient and the teacher believes certain teacher evidence was not considered and/or the criteria were not objectively scored the teacher and evaluator shall mutually agree on one of the following:
 - 1) An additional formal observation by the end of the school year, which may be done by a different evaluator if requested.
 - 2) An alternative evaluator scoring the evidence. The alternative evaluator will be mutually agreed upon by the Association and the District.
 - 3) An additional review of the evidence and materials by the teacher and original evaluator with representation of the Association.
- e. Nothing prohibits an evaluator from evaluating any or all teachers as Distinguished based on the evidence within a school year.
- f. All evidence, measures and observations used in developing the final summative evaluation score must be a product of work since the last formal observation was conducted.
- g. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the summative evaluation report within five (5) days.

- h. The teacher will sign a copy and receive a copy of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the teacher agrees with its contents. The teacher shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy of the report and prior to the report being forwarded to the District Personnel Office; or the comments may be forwarded to the Personnel Office within five (5) school days following the evaluation conference.

7. Comprehensive Evaluation Summative Score

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

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

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

8. Student Growth Impact Rating

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

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

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

5-12	13-7	18-20
Low	Average	High

9. Impact of Low Student Growth Score

A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, and SG8.1) will result in an overall low student growth impact rating.

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

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

10. Student Growth Inquiry

Within two months of receiving the low student growth score or at the beginning of the following school year, one or more of the following must be initiated by the evaluator:

1. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
2. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; attendance; extent to which standards, curriculum and assessment are aligned;
3. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;

D. Focused Evaluation Process

If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation. The teacher may remain on the Focused Evaluation for six (6) years before returning to the Comprehensive Evaluation.

The teacher may select from any of the eight (8) state criterion for each year they are assessed using the Focused Evaluation. If the teacher selects criterion 3, 6, or 8, the student growth rubrics within those criterion shall be scored. If criterion 1, 2, 4, 5, or 7 is chosen, the teacher must complete the student growth components in criterion 3 or 6 as per WAC 392-191A-120.

The teacher will develop a plan based on a self-assessment of the selected criteria, develop written professional goals and timelines, monitor progress and make adaptations as needed. The evaluator and teacher shall mutually agree on the teacher's professional goal(s) for the year.

A group of teachers may focus on the same evaluation criterion and share professional growth activities. This collaboration should be initiated by the teacher(s) and no individual shall be required to work on a shared goal.

The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to February 1st. A change to comprehensive evaluation must be preceded by at least one (1) meeting to discuss the need to change, an opportunity for response and the decision.

1. Observations and Conferences

Observations and conferences for the focused evaluation shall follow the process set forth in Section 2.F.2-4.F.5 (with the exception of Section 2.F.3.c. – provisional employees).

2. Final Summative Score – Focused Evaluation

The score received for the selected criterion is the score assigned as the final summative score (Distinguished = 4, Proficient = 3, Basic = 2, Unsatisfactory = 1).

If the teacher is focusing on criterion one (1), two (2), five (5), six (6), and eight (8) a minimum of 50% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation. For criterion eight (8), only the one student growth goal will be scored.

If the teacher is focusing on criterion three (3), four (4), and seven (7) 100% of the components must be scored in the selected criteria. In addition, the two (2) components from the teacher's selected student growth goal will be included in the final summative score for the focused evaluation.

Components scores within a criterion, and the included student growth scores, will be averaged and rounded to reach a final criterion score. When a final criterion score includes a fractional number (for example 2.33), all scores with fractions below .50 will be rounded down and all fractions .50 or above will be rounded up. For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.50 would receive a final criterion score of 3.

H. Support for Basic and Unsatisfactory Performance

1. When a teacher's summative score falls below Proficient, at least one of the following conditions and provisions shall be granted by the evaluator to support the teacher's professional development:
 - a. The teacher shall be granted up to five (5) days of district funded release time to observe colleagues' instruction or professional development related to the proficiency.
 - b. The teacher shall be granted an additional certificated employee evaluator.
 - c. A mentor will be assigned.
 - d. The teacher will be assigned a structured support plan mutually built between the teacher and evaluator by the start of school.
 - e. Additional support may include, but are not limited to: peer coaching, reading material, and District or ESD staff development courses. The District will provide and pay for any required in-service training and any required mentor (RCW 28A.405.140).

I. I. Probation

1. **Purpose:** The purpose of the probationary period is to give the non-provisional teacher an opportunity to demonstrate improvement(s) in his/her areas of deficiency. The establishment of a probationary period does not adversely affect the contract status of a teacher within the meaning of RCW 28A.405.300.

2. **Not Satisfactory:** Continuing contract teachers with four (4) or more years of teaching experience in the state of Washington receiving a summative score of one (1) are considered not satisfactory.

Continuing contract teachers with five (5) or more years of teaching experience in the state of Washington receiving a summative score of two (2) for two years in a row or two (2) years within a consecutive three-year period are considered not satisfactory.

Teachers may only be placed on probation from the Comprehensive Evaluation Process.

3. **Notice:** At any time after October 15th, a non-provisional teacher whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement no later than January 31st of the academic year. The notice to the teacher shall be signed by the Superintendent/Designee.
4. **Probationary Period:** A probationary period of sixty (60) school days shall be established. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance as long as the probationary period is concluded before May 10th of the same school year.
5. **Regular Meetings and Assistance:** During the probationary period the evaluator shall meet with the teacher twice monthly to supervise and make written evaluations of the progress made by the teacher.

The principal or supervisor may authorize one additional certificated administrator to evaluate and assist the teacher in improving his or her areas of deficiency. Should the evaluator or supervisor not authorize an additional evaluator, the probationer may request that an additional certificated evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available.

A teacher on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

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

7. **Removal From Probationary Status:** The teacher must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract teacher with five or fewer years of experience or of Level 3 or above for a continuing contract teacher with more than five years of experience.
8. **Failure to Improve:** If the probationary teacher has not demonstrated satisfactory improvement in the area(s) of deficiency, the teacher shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 18A.405.300.

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under Section 2.E. above, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another teacher nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of the teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of the contract term.

9. **Procedural Errors:** If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

Provisional Teachers: For a struggling provisional teacher, the evaluator shall have made a good faith effort through the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies by providing periodic feedback from the evaluator on the teacher's progress toward addressing concerns. Provisional teachers shall not receive a formal probation. Provisional teacher non-renewal is governed by RCW 28A.405.220, is not limited to unsatisfactory status and such nonrenewal shall not be subject to the grievance process.

J. General Requirements

1. **Work Site Limit:** All observations for the purpose of evaluation must be conducted with the knowledge of the teacher at the teacher's normal work site, unless mutually agreed.
2. **Signatures:** The written observation report(s) and the written evaluation report(s) will be generated by Eval and emailed after completion.
3. **Copy and Response:** A copy of each observation shall be given to the observed teacher within five (5) working days of the observation. A copy of the evaluation shall be given to the teacher by June 1. Within five (5) days, the teacher may submit written comments concerning the report which shall be attached to the report in the teacher's file.

4. **Principals' Yearly Evaluation Files:** The principal's yearly evaluation files shall be purged at the end of each school year following the year when the documentation was created.
5. **Surprise Bar:** Any item on the Evaluation Form that is marked with an "Unsatisfactory" must have been preceded by a written statement and/or formal conference with the teacher in order to provide notice of the problem.

K. Use of Evaluation Results

Evaluation results shall be private and confidential to the extent provided by the law, unless agreed upon to be shared with mentors, representation, other personnel, etc. and shall be used:

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

L. Non-Classroom Employees

Non-classroom employees shall not be part of the process of evaluation of Article IV, Section 2.

Section 3. Evaluation of Non-Classroom Employees

Non-classroom employees are certificated staff who do not provide academically focused instruction and/or grades. Non-classroom employees include: counselors, social workers, Behavior Intervention Specialists, librarians, instructional coaches, education specialists, Education Staff Associates (e.g. Speech Language Pathologists, OT, PT, nurses or school psychologists) and other bargaining unit members who do not meet the definition of classroom teacher.

Responsibility for Evaluation: Within each school, the principal or his/her administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two (2) or more schools shall be evaluated by a primary evaluator. The employee shall be notified in advance of the name of the evaluator(s). The administrative organization plan of the District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school. Any principal or other supervisor may designate other administrative/supervisory staff members to assist in the observation and evaluation process.

Evaluation Criteria: All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement.

C. Required Evaluation

1. All employees newly employed by the District shall be evaluated within the first ninety (90) calendar days of commencement of their employment.
2. All employees, including new employees, shall be evaluated annually, such evaluations to be completed not later than June 1 of the year in which the evaluation takes place.
3. If an employee is transferred to another position, not under the supervisor's jurisdiction, an evaluation shall be made by the supervisor at the time of transfer or by the new supervisor.
4. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
5. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.

D. **Additional Evaluations:** In addition to the required evaluations, principals and other supervisors and their administrative/supervisory designees may make evaluations at any time during the school year, such evaluations may cover individual observations for such periods of time as may be identified in the evaluation report. Any additional evaluations shall be for the purpose of improving employee performance except as provided in Section 3. Probation, herein.

No formal written program for improvement shall be developed or required of an employee prior to the completion of the employee's evaluation or beyond May 1, of the school year.

E. **Minimum Observation Criteria:** During each school year, each employee shall be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes. Upon completion of any observation by the building principal or other evaluator, the employee shall, within five (5) working days, be provided feedback of the observation. A minimum of one (1) observation for a total observation time of thirty (30) continuous minutes shall be required in connection with the evaluation of employees.

F. **Evaluation Procedures:**

1. Upon completion of an evaluation by the principal or other evaluator, the employee shall be provided with a copy of the evaluation report within three (3) days.
2. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
3. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the District Personnel Office; or they may be forwarded to the Personnel Office within seven (7) school days following the evaluation conference.

4. Following the completion of each required evaluation report, a meeting shall be held between the evaluator and the employee to discuss the report.
5. In the event that any evaluation report indicates that the employee has performance deficiencies in one (1) or more of the overall areas defined in the evaluation criteria, the principal or other supervisor and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient areas. In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor will prepare and deliver such plan to the employee.

G. **Short Form Evaluation:** After an employee has had four years of satisfactory evaluations, upon mutual consent of the employee and the supervising administrator, the employee may be evaluated using the short form process (see form, Appendix F-1). The short form evaluation will be based on informal observations throughout the year totaling at least 60 minutes.

At least once every five years, the employee will be evaluated using the long form process.

Section 4. Probation of Non-Classroom Employees

A. **Supervisor Report:** In the event that the evaluator determines on the basis of the evaluation criteria that the performance of an employee is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 20. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Article VI, Section 2.C.5 herein;
2. A recommended specific program designed to assist the employee in improving his/her performance;
3. Any written comments by the employee.

B. **Establishment of Probationary Period:** If the Superintendent concurs with the evaluator's judgment that the performance of the employee is unsatisfactory, the Superintendent may place the employee in a probationary status. This probationary status may begin at any time after October 15th but no later than February 1st. A probationary period of sixty school days (60) shall be established. The employee shall be given until May 1st to demonstrate improvement in the areas in which the employee is deficient. The employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

1. Specific areas of performance deficiencies;
2. A suggested specific program for improvement;

3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvements in his/her areas of deficiency;
4. A statement indicating areas of assistance to be provided by the supervisory staff.

Evaluation During the Probationary Period:

- a At or about the time of the delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- b During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress made by the employee. The provisions of Article IV, Section 2.F.1 and Article IV, Section 2.F.2 herein shall apply to the documentation of evaluation reports during the probationary period.
- c The probationary employee shall be removed from probation at any time if he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
- d Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to Article IV, Section 3.C.2 herein.
- e The District shall reimburse employees for tuition costs for courses required by their administrator as a result of their evaluation. The employee shall, upon completion of the course, provide the District a copy of the transcript from the college where the course was taken.

Supervisor's Post-Probation Report: Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the Superintendent at the end of the probationary period, which report shall identify whether the performance of the probationary employee has improved and which shall set forth one (1) of the following recommendations for further action:

- a That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or
- b That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
- c That the employee has not demonstrated sufficient improvement and action should be taken to not renew the employment contract of the employee.

Action by the Superintendent: Following a review of all reports submitted pursuant to Article IV, Section 4.D above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the nonrenewal of the employee's contract and shall provide written notice thereof to the employee on or before May 15, pursuant to applicable statutes.

Section 5. Provisional Non-Classroom Employees

Pursuant to RCW 28A.405.220, employees are on provisional status for their first three years of employment with the District. However, employees with at least three years of teaching experience in another Washington State school district shall be on provisional status only for their first full year with the District. These employees will be evaluated according to the process outlined above for non-probationary-employees. Provisional employees whose performance is deemed unsatisfactory shall be placed on probation in accordance with this Article. If non-renewed, a provisional employee shall have access to the grievance process only up through step three.

Provisional RIF Leave Language

If an employee is given a RIF notice, he or she will receive a letter for the application process at other districts explaining that the non-renewal of contract was due to the RIF process and was not a matter of conduct or performance.

Section 6 - Just Cause

No employees shall be disciplined, suspended, discharged, or nonrenewed without adherence to the tests of just cause provided that nonrenewal of provisional employees shall not be subject to this provision except as provided by RCW 28A.405.220. Specific ground(s) forming the basis for discipline, suspension, discharge or nonrenewal shall be made available to the employee in writing. (RCW 28A.405.210)

A. Reasonable Rule of Order

This rule or order must not be arbitrary, capricious or discriminatory and must be related to the employer's stated goals and objectives.

B. Fair Investigation

The employer has the obligation to conduct a fair, timely and thorough investigation that respects the employee's right to union representation and due process.

Section 7 - Assignment and Transfer

The District shall retain the right to assign and transfer employees subject to the following:

- A. The District shall prepare and distribute to all contracted teachers a Certificated Employee Status Information Sheet by March 1st. The employees shall return the Status Information Sheet by March 15. Prior to advertising, the District shall post any resulting vacant positions.
- B. Teachers shall be informed in writing of their work assignments for the following school year by the last employee workday of the year. If changes are necessary due to new conditions, employees shall be informed of changes at least thirty (30) calendar days before the start of classes. In event of unforeseen resignations after July 20, notice of change shall be as soon as reasonably possible.
- C. If, after internal realignments, there exists a staff vacancy or new position, this vacancy or new position shall be announced and posted in both buildings within three (3) school days of the official announcement. If this staff vacancy or new position occurs during the summer vacation, the District shall notify all contracted teachers by written notification. Interested staff must notify the District within seven (7) calendar days of the notification mailing.
- D. The District reserves the right to determine qualifications for new or open positions. The District shall hire in accordance with the preferential categories listed below unless the District determines that a candidate from a lower ranking category has substantially better qualifications.
- E. Qualified employees within the District may apply for any announced openings. In the event of equal qualifications the following seniority sequence will be applied:
 - 1. Years in the district
 - 2. Years in the state

Sequence of Assignment:

- 1. In-District: In the case of a qualified, in-district applicant covered by this bargaining agreement for any given position, the following shall apply:
 - a. After all in-building applicants have received first consideration, and not before day (7) of the posting, all qualified, in-district applicants will be interviewed by the building principal/supervisor and the Superintendent or designee. Following the interview, the qualified candidate will be assigned to the position.
 - b. In the event of a tie, seniority sequence will be followed beginning with district seniority.
- 2. Out-of-District: Out-of-district applicants will be considered only after any and all in-district applicants have received first consideration.

- F. Any in-district applicant not selected will be informed in writing, if requested, including the reasons. The provisions of Sections A through E shall not apply to involuntary transfers, as provided in subsections F through G below.
- G. Before any involuntary transfer occurs, the District will seek qualified volunteers from within. The District shall discuss the transfer with any affected employee and shall consider the employee's concerns. Decisions regarding involuntary transfers will not be made in an arbitrary or capricious manner. All involuntary transfers will be determined by reverse seniority of qualified and experienced staff, provided that such transfer does not leave a subject area or grade level without a qualified and previously experienced teacher.
- H. On or before April 1, the principal shall meet with the employee who has been involuntarily transferred to determine if the employee is willing to continue in the position. If the employee is not willing to continue in the position, the District will make every effort to transfer the employee to an alternate position or the administrator and effected employee will develop a mutual assistance program. An involuntary transfer will be reevaluated annually.
- I. Administration will communicate with the specific employee within three (3) workdays concerning job performance or conduct problems.

Section 8 - Student Discipline

The District shall expect acceptable behavior on the part of all students and shall support and uphold the employees in the employee-student discipline efforts provided that the employee complies with the District student discipline policy as developed per RCW 28A.600.020.

The District shall have information available for all employees concerning applicable federal, state and local laws, District rules, regulations and policies pertaining to the student rights, employee rights, due process and the processing of student disciplinary incidents.

The principal and certified employees in each building shall confer at least annually for the purpose of developing and/or reviewing the discipline standards and the uniform enforcement of those standards as per WAC 180.40.225 (1B). A building discipline committee, made up of at least the Administrator(s) and two building teacher representatives, will meet monthly to discuss the student discipline of the building.

- A. District administration shall, to the extent provided by law and consistent with District Policies, Procedures and Handbooks, support and uphold employees in their efforts to maintain discipline in the District and shall be responsive to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and wellbeing of students and employees is supported by the Board.
- B. Definitions for the purpose of clarity and inline with policy
 - 1. **"Behavioral violation"** means a student's behavior that violates the district's discipline policies.
 - 2. **"Classroom exclusion"** means the exclusion of a student from a classroom or instructional or activity area for behavioral violations, subject to the requirements of WAC 392-400-330 and 392-

400-335. Classroom exclusion does not include action that results in missed instruction for a brief duration when:

- a. a teacher or other school personnel attempts other forms of discipline to support the student in meeting behavioral expectations; and
 - b. the student remains under the supervision of the teacher or other school personnel during such brief duration.
3. **“Confer”** - means that the administrator and teacher, and student when appropriate, shall meet. The teacher and administrator shall agree upon appropriate behavioral expectations, as well as probable consequences for future, similar infractions.
 4. **“Culturally responsive”** has the same meaning as “cultural competency” in RCW 28A.410.270, which states "cultural competency" includes knowledge of student cultural histories and contexts, as well as family norms and values in different cultures; knowledge and skills in accessing community resources and community and parent outreach; and skills in adapting instruction to students' experiences and identifying cultural contexts for individual students.
 5. **“Discipline”** means any action taken by a school district in response to behavioral violations.
 6. **“Disruption of the educational process”** means the interruption of classwork, the creation of disorder, or the invasion of the rights of a student or group of students.
 7. **“Emergency expulsion”** means the removal of a student from school because the student’s statements or behavior pose an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process, subject to the requirements in WAC 392-400-510 through 392-400-530
 8. **“Expulsion”** means a denial of admission to the student’s current school placement in response to a behavioral violation, subject to the requirements in WAC 392-400-430 through 392-400-480
 9. **“Length of an academic term”** means the total number of school days in a single trimester or semester, as defined by the board of directors.
 10. **“Other forms of discipline”** means actions used in response to problem behaviors and behavioral violations, other than classroom exclusion, suspension, expulsion, or emergency expulsion, which may involve the use of best practices and strategies included in the state menu for behavior developed under RCW 28A.165.035.
 11. **“Parent”** has the same meaning as in WAC 392-172A-01125, and means (a) a biological or adoptive parent of a child; (b) a foster parent; (c) a guardian generally authorized to act as the child’s parent, or authorized to make educational decisions for the student, but not the state, if the student is a ward of the state; (d) an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the student lives, or an individual who is legally responsible for the student’s welfare; or a surrogate parent who has been appointed in accordance with WAC 392-172A.05130. If the biological or adoptive parent is attempting to act as the parent and more than one party meets the qualifications to act as a parent, the biological or adoptive parent must be presumed to be the parent unless he or she does not have legal authority to make educational decisions for the student. If a judicial decree or order identifies a specific person or persons to act as the “parent” of a child or to make educational decision on behalf of a child, then that person or persons shall be determined to be the parent for purposes of this policy and procedure.
 12. **“School business day”** means any calendar day except Saturdays, Sundays, and any federal and school holidays upon which the office of the Superintendent is open to the public for business. A school business day concludes or terminates upon the closure of the Superintendent’s office for the calendar day.

13. **“School day”** means any day or partial day that students are in attendance at school for instructional purposes.
14. **“Suspension”** means the denial of attendance in response to a behavioral violation from any subject or class, or from any full schedule of subjects or classes, but not including classroom exclusions, expulsions, or emergency expulsions. Suspension may also include denial of admission to or entry upon, real and personal property that is owned, leased, rented, or controlled by the district.
 - **In-school suspension** means a suspension in which a student is excluded from the student's regular educational setting but remains in the student's current school placement for up to ten consecutive school days, subject to the requirements in WAC 392-400-430 through 392-400-475.
 - **Short-term suspension** means a suspension in which a student is excluded from school for up to ten consecutive school days, subject to the requirements in WAC 392-400-430 through 392-400-475. **Long-term suspension** means a suspension in which a student is excluded from school for more than ten consecutive school days, subject to the requirements in WAC 392-400-430 through 392-400-475.

- C. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to address student discipline problems warranting administrator intervention.
- D. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and consistent with federal or state laws or regulations.
- E. Every school will have and follow a school-wide discipline plan which aligns with School Board policy.
 1. The building discipline plan must be reviewed at least once a year with all affected staff and updated if needed.
 2. A meeting will be scheduled each spring, no later than the end of June, for the purpose of reviewing how the discipline plan and procedures are working in each building.
 3. The discipline plan shall include:
 - a. A process for how students are managed when they are sent to the office.
 - b. A process, which includes staff, for addressing changes to the plan when needed.

- F. Student Exclusion from a Class

1. Employees shall have the authority to exclude a disruptive and/or dangerous student from their classroom and instructional or activity area for all or any portion of the balance of the school days or up to the following two (2) days. In no event, without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal or designee and the teacher have conferred, whichever occurs first.
 2. "Classroom exclusion" means the exclusion of a student from a classroom or instructional or activity area for behavioral violations. Classroom exclusion does not include actions that result in missed instruction for a brief duration when:
 - a. A teacher, or other school personnel, attempts other forms of discipline to support the student in meeting behavioral expectations; and
 - b. The student remains under the supervision of the teacher or other school personnel during such brief duration.
 3. Any teacher exclusion extending beyond one day will be deemed a suspension and appropriate student due process will attach.
 4. Except in emergency situations, the teacher must attempt another form of corrective action.
 5. It shall be the responsibility of the teacher to contact the excluded student's parent(s) or guardian, unless the exclusion results in more serious disciplinary action such as suspension as determined by the Principal or designee.
 6. Prior to the student being readmitted to class, the employee shall be informed about the resolution of the problem.
- G. In instances where it is determined that student behavior warranting suspension or expulsion from school has occurred while the student is under supervision of an employee, the employee shall provide details regarding the incident(s) necessitating discipline and shall receive a written response upon request by the employee as to the disposition of the matter.
- H. When requested by an employee, there shall be a meeting between the principal, or his/her designee, and the teacher prior to the return of a suspended student into that employee's classroom. The principal, upon the request of the employee, will make reasonable effort to have a parent/guardian attend that meeting. The provisions of this article apply only to the specific class or classroom where the behavior occurred leading to the suspension.

- I. Special education students may or may not be subject to emergency removal under the same conditions and circumstances as for non-special education students, depending upon whether or not the emergency removal constitutes a change in placement and whether the student's accommodations have been met. These students have unique disciplinary rules under State and Federal laws and regulations.
- J. The District will provide annual notification to employees concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student discipline, to include student rights, teacher rights, due process, and the processing of student discipline. This information shall be provided as early as possible during the school year.
- K. Schools may have alternatives to "out-of-school suspension" as determined by the school- wide discipline plan.
- L. The parties agree that an individual student's status shall not be impacted by any Association or individual grievance.

Section 9 - Personnel Files

- A. Employees or former employees shall, upon request, have the right to inspect all contents of their District personnel file including employment references. Upon request a copy at Association expense of any documents contained therein shall be afforded the employee. No secret, duplicate, alternate or other personnel file shall be kept anywhere in the District.
- B. The employee has a right to have a witness of his/her own choosing at the examination of his/her personnel file.
- C. Each employee's personnel file shall contain the following minimum items of information: all employee evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic records.
- D. The employee shall be notified of the placement of any material in the employee's personnel file within ten (10) days of placement.
- E. Any material not shown to an employee within ten (10) days after receipt of composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.

- F. No evaluation, correspondence, or other material making reference to an employee's or former employee's competence, character, or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.
- G. Any derogatory material, except for classroom observations, evaluations and breach of state laws and regulations, may be removed from the personnel file, upon written request from the employee, three (3) years after its initial placement in the file. *This may be done* provided the employee has not been further disciplined for a similar offense during that time and the request falls within the legal requirements of record keeping, and provided that a review committee of the superintendent, principal and two representatives of the Davenport Education Association determine that it is appropriate to remove said material. A final decision must be made by the committee within thirty (30) days of their meeting. If the committee cannot make a decision the employee has the right to grieve the decision(s) according to Section 7 – Grievance Procedure of the contract (pg 3).
- H. Upon request by the employee, the Superintendent or his/her official designee shall sign to verify contents.

Section 10 - Employee Workload

- A. The parties jointly recognize that small class size can be beneficial to students. The District shall attempt to assure that the number (FTE calculations) of students in classes shall not exceed the following:

Grades K - 3	24
K – 3 Combination Classrooms	18
Grades 4 - 5	28
4 – 5 Combination Classrooms	22
Grades 6 - 12	31 in core subject classes (Math, Science, Social Studies, and Language courses)

Should the maximum number of students in Grades K-3 exceed twenty-four (24), or combination class eighteen (18), each classroom teacher will receive paraprofessional assistance.

- B. The District agrees to ensure that there is coverage provided for supervision in both male and female locker rooms for middle school and high school students. The middle school/high school PE teacher will supervise the appropriate locker room and the District will ensure that the other locker room is also supervised.
- C. The principal, classroom teacher, superintendent and the DEA Co-Presidents will confer within five (5) school days to make recommendations to alleviate an overload problem, including but not limited to the following:
 - 1. Hire additional staff;
 - 2. Create combination classrooms;
 - 3. Schedule changes;

4. Assign teacher aides (paraprofessionals);
5. Other forms of assistance which may be proposed as recommended by the Committee.

Section 11 - Classroom Visitation

The District believes that the best interests of students, employees, parents and citizens residing within the District shall be promoted by allowing citizen visitation to the schools. To provide the opportunity to visit with the least interruption to the teaching process as possible, the following guidelines shall be followed:

- A. All visitors to a school and/or classroom shall obtain the approval of the principal prior to visitation and if the visitation is to a classroom then the principal shall consult the employee(s) prior to the visit unless agreed to otherwise by the employee.
- B. Visitors shall be instructed not to interrupt the employee during student contact time and shall conduct themselves in such a manner as to minimize the disruption of the classroom.
- C. The employee may direct a request to the classroom visitor for an opportunity to consult with the visitor after the visitation. If the classroom visitor wishes to discuss the visitation with the employee, then the discussion can be scheduled after the visitation.
- D. The District shall not allow classroom visitation to be utilized for the purpose of employee harassment.

Section 12 - Substitutes

- A. Upon timely notification by an employee of intent to use a leave authorized by this Agreement for a period to two class periods or more, the District shall make every reasonable effort to obtain a substitute to cover the classes of the employee on leave.
- B. The District agrees that as vacancies occur for which regular substitutes are certified, regular substitutes shall be given consideration for full-time regular employment. In the event the layoff and recall provision of this Agreement has been implemented, this provision shall not be utilized until the recall procedure has been exhausted.
- C. Substitutes shall be paid at the rate of \$105 per full day or \$63.00 for one-half day. Half days shall be 4 hours or less.
- D. Substitutes who spend twenty-one (21) or more days in the same assignment shall be considered long-term substitutes and shall be appropriately placed upon and paid pursuant to the salary schedule agreement attached hereto as Appendix B. As substitutes become regular employees, they shall be granted credit on the salary schedule for an equitable portion of their substitute service.

Section 13 - Job Sharing

A. **Definition:** Job sharing shall mean the sharing of one continuing full-time (1.0 FTE) position between two continuing employees for one contract year.

B. **Procedural Requirements:**

1. **Full Time Equivalent (FTE):** Employees cannot increase their FTE status through a job sharing assignment.

2. **Employee Status:**

- a. **First Year:** In the first year of the job sharing assignment, the reduction of the employee's FTE shall be considered as other unpaid leaves. At the end of the first year, the employees may choose to return to their previous positions.
- b. **Subsequent Years:** If the building staffing allows, the job share can be dissolved. Employees may return to their original FTE/ness in their original building without applying for a position for which they are qualified.
- c. **Employee Benefits:** Each employee shall be placed on the appropriate position of the salary schedule in accordance with Article VII, Section #, and receive a prorated share of the stated salary based on their full-time equivalent work year. Fringe benefits shall also be prorated on the basis of FTE. Each employee shall receive a share of per diem time and other benefits as equivalent to other part-time employees.

C. **Application and Approval:**

- 1. **Application:** Employees interested in job share assignments will apply by April 1 to the building principal. The principal and interested employees will mutually address the following:
 - a. Employee compatibility (Personal traits, educational philosophy, areas of effectiveness, and experience)
 - b. Division of teaching tasks
 - c. Management of the following items:
 - 1. faculty meetings
 - 2. parent conferences
 - 3. classroom parties and field trips
 - 4. student learning objectives
 - 5. staff development
 - 6. in-service
 - 7. open houses
 - 8. parent/student orientation
 - 9. opening and closing of school

10. room preparation and closure
11. parent/teacher conferences

- d. Agreement on the acceptable division of time
- e. Basic ground rules on discipline
- f. A communication system between the two employees, with the principal(s), with the parents, and with other building staff

2. **Notification:** The applicants will receive written notification acknowledging their job share status by May 15.
3. **Semester Review:** The job sharing employees and their immediate supervisor shall twice yearly review the job share status to decide if changes need to occur.

D. Substituting: Substituting for job sharing employees will be at the established rate of substitute pay.

E. Dissolution of Job Sharing Status: If the job sharing relationship dissolves, employees shall have one of the following option:

1. Return to their original FTE/ness in their original building if such a position is available after in-building assignments are completed.
2. Find another qualified job share partner from among current continuing employees and resubmit and complete the application and approval procedure contained in this provision.
3. Apply for and receive another position in the District.
4. Resign a portion of their original contract, with Superintendent approval.
5. Apply for an unpaid leave of absence, if eligible.

ARTICLE IV - DURATION

This Agreement shall be effective as of the 1st day of September, 2021 and shall continue in effect until the 31st day of August, 2023.

- A. This Agreement shall be opened annually for the purpose of negotiating up to three (3) contract sections designated by each party. Notice of intent to bargain shall be given by May 1 of each year.
- B. The parties to this Agreement shall enter into bargaining for a successor contract at least one hundred twenty (120) days prior to the termination date of this Agreement unless mutually agreed to delay the start of the process.
- C. Matters of common concern may be subject to negotiations during the period of this Agreement upon the request and mutual agreement of both parties.

ATTESTATION

For Davenport Education Association:

_____ Signature	_____ Date	_____ Title
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_____ Signature	_____ Date	_____ Title
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AND THE DAVENPORT SCHOOL DISTRICT NO. 207
BOARD OF DIRECTORS AT THEIR REGULAR
MONTHLY MEETING HELD ON

Date

_____ Signature	_____ Date	_____ Title
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_____ Signature	_____ Date	_____ Title
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Salary Schedule in PDF form
Place holder

Salary Schedule for 2022-2023 is agreed at an increase of the IPD.

For credits earned after the BA degree but before the MA degree, any credits in excess of 45 may be counted after the MA degree.

BA+135 column capped as of January 1, 1992.

- A. Column headings "BA+(N)" refer to the number of credits earned since receiving first baccalaureate degree.
- B. For credits earned after the baccalaureate degree but before the master's degree, any credits in excess of forty-five credits may be counted after the master's degree. Thus the column headings "MA+(N)" refer to the total of:
 - (i) Credits earned since receiving the master's degree; and
 - (ii) Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the master's degree.
- C. For purpose of this schedule:
 - (a) "BA" means a baccalaureate degree.
 - (b) "MA" means a master's degree.
 - (c) "PHD" means a doctorate degree.

- (d) "Years of service" shall be calculated under the same rules used by the superintendent of public instruction salary allocations in the 1992-93 school year.
- (e) "Credits" means college quarter hour credits and equivalent inservice credits computed in accordance with RCW 28A.415.020 or as hereafter amended.

- D. No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation allocations under the state salary allocation schedule and LEAP documents referenced by the act, or any replacement schedules and documents, unless:
- (a) The employee has a master's degree; or
 - (b) The credits were used in generating state salary allocations before January 1, 1992.

Beginning with the 2021-2022 school year, the extracurricular salary schedule base shall be \$36,794.

GROUP 3

YEAR:	<u>1-2</u>	<u>3-4</u>	<u>5-6</u>	<u>7-8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-14</u>	<u>15-on</u>
%:	9.0	9.5	10.0	10.5	11.0	11.5	12.0	12.5

FBLA Advisor

DECA Advisor

FFA Advisor

GROUP 5

YEAR	<u>1-2</u>	<u>3-4</u>	<u>5-6</u>	<u>7-8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-14</u>	<u>15-on</u>
	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5

Swing Choir Director

Culminating project

GROUP 7

YEAR:	<u>1-2</u>	<u>3-4</u>	<u>5-6</u>	<u>7-8</u>	9-10	<u>11-12</u>	<u>13-14</u>	<u>15-on</u>
%:	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5

Journalism/Annual Advisor (w Class)

Marching Band Director

Drama Advisor, 7-12 (w Class)

In order for the Marching Band Director to receive a full stipend, the band must march in a minimum of three parades. If the band participates in fewer than three parades, the stipend will be pro-rated to reflect the participation.

Counselor's 20 day extended contract shall be paid at the per diem rate for that individual.

APPENDIX B - GRIEVANCE REPORT FORM

Grievance # _____

Expedited _____ Yes _____ No

Submit to Principal/Supervisor in duplicate

Name of Grievant _____ Date Filed _____

Building _____ Assignment _____

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

Step I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature

Date

C. Disposition by Principal/Supervisor _____

Signature of Principal/Supervisor

Date

(NOTE: If additional space is needed in reporting Sections B1 and B2, attach an additional sheet.)

D. Position of Association _____

Signature

Date

STEP II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Association _____

Signature

Date

STEP III

A. Date Received by Board _____

B. Disposition by Board _____

Signature

Date

C. Position of Association _____

Signature

Date

STEP IV

A. Date submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature

Date

Note: All provisions of Article IX of the Agreement shall be strictly observed in the Settlement of Grievances.

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