

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**GRANITE FALLS SCHOOL DISTRICT**  
**AND**  
**GRANITE FALLS EDUCATION ASSOCIATION**

**September 1, 2021-August 31, 2022**

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1 **PREAMBLE**

2  
3 This agreement is entered into this first day of September, 2021, by and between the Granite Falls  
4 Education Association and the Granite Falls School District No. 332, Snohomish County, Washington;  
5 WHEREAS the parties have reached certain understanding which they desire to confirm in this  
6 agreement and in consideration of the following mutual covenants, it is hereby agreed as follows:  
7

8 **ARTICLE I - RECOGNITION AND DEFINITION**

9  
10 **SECTION 1.1 - RECOGNITION**

11  
12 The District recognizes the Association as the exclusive bargaining representative for all non-  
13 supervisory certificated employees of the District. Included in the bargaining unit are:  
14

- 15 a. Certificated substitute employees employed by the District on a daily basis for more than thirty  
16 (30) days of work within any twelve (12) month period ending during the current or  
17 immediately preceding school year and who continue to be available for employment as  
18 substitutes and;  
19  
20 b. Certificated substitute employees working more than twenty (20) consecutive days in the same  
21 assignment.  
22  
23 c. It is acknowledged the Association may have concerns regarding the District contracting out  
24 services that would normally be provided by employees who are members of the Association's  
25 bargaining unit. The District and Association will from time to time jointly review the current  
26 extent of any such contracting out and will discuss newly proposed contract out situations prior  
27 to implementation.  
28

29 Certificated employees excluded from the described bargaining unit are the following:

- 30  
31 a. The chief administrative officers, including the superintendent, administrative assistants,  
32 assistant superintendent, business manager, and all confidential employees;  
33  
34 b. All principals;  
35  
36 c. All supervisors;  
37  
38 d. All substitute casual, certificated employees.  
39

40 Throughout this Agreement certain rights and functions are afforded to the Association as the legal  
41 representative for all employees covered under this Agreement. These rights and privileges as the  
42 exclusive bargaining representative for non-supervisory certificated employees shall not be granted to  
43 any other organization (labor or otherwise) except as otherwise required by law.  
44

45 **SECTION 1.2 - DEFINITIONS**

46  
47 Unless the context in which they are used clearly requires otherwise, when used in this Agreement:  
48

1 The term "Agreement" shall mean this entire contract.

2  
3 The term "Association" shall mean the Granite Falls Education Association.

4  
5 The term "Board" shall mean the Board of Directors of the Granite Falls School District Number  
6 332.

7  
8 The term "District" shall mean the Granite Falls School District Number 332.

9  
10 The terms "teacher," "certificated personnel," "certificated employee," "educational employee" or  
11 "employee" shall refer to all employees represented by the Association in the bargaining unit as  
12 defined in Article 1 - Section 1.2.

13  
14 The term "days" shall mean calendar days unless otherwise specifically defined in this Agreement.

15  
16 Unless the context in which they are used clearly requires otherwise, words used in this contract  
17 denoting gender shall include both the masculine and feminine; and words denoting number include  
18 both the singular and plural.

19  
20 **ARTICLE II - STATUS & ADMINISTRATION OF AGREEMENT**

21  
22 **SECTION 2.1 - RATIFICATION AND MUTUAL CONSENT**

23  
24 This agreement has been ratified by the Board of the Granite Falls School District and the Association  
25 and signed by authorized representatives thereof and may be amended or modified during its term only  
26 in accordance with any reopening provisions which may be contained in this Agreement or with mutual  
27 written consent of both parties.

28  
29 It shall become effective in accordance with the Duration Clause herein.

30  
31 **SECTION 2.2 - RELATIONSHIP TO RULES, REGULATIONS, AND POLICIES**

32  
33 This Agreement may supersede any rules, regulations, or policies of the District which shall be contrary  
34 to or inconsistent with its terms.

35  
36 **SECTION 2.3 - RELATIONSHIP TO INDIVIDUAL CONTRACTS**

37  
38 All individual employee contracts shall be subject to, and construed consistent with, Washington State  
39 Law and the terms and conditions of this Agreement. Any individual employee contract hereinafter  
40 executed shall expressly provide that it is subject the terms of this Agreement.

41  
42 **SECTION 2.4 - CONFORMITY TO LAW**

43  
44 This Agreement shall be governed and construed according to the Constitution and laws of the State of  
45 Washington and rules, regulations and Court decisions binding upon the District, the Association, and  
46 employees, If any provision of this Agreement shall be declared invalid under applicable legislation or  
47 binding regulations, or found contrary to the law by any Court of competent jurisdiction, such

1 provision or application shall have the effect only to the extent permitted by law, and all other  
2 provisions or application of this Agreement shall continue in full force and effect.  
3

#### 4 **SECTION 2.5 - DISTRIBUTION OF AGREEMENT**

5

6 The District shall within thirty (30) days of ratification prepare and deliver to the Association, two  
7 hundred (200) copies of the Agreement for distribution to the employees. The cost of preparing the  
8 Agreement shall be shared equally by the District and the Association, provided the District and the  
9 Association shall agree upon the method of production. The District will provide new employees a  
10 copy of the current collective bargaining agreement upon issuance of their personal service contracts.  
11

#### 12 **SECTION 2.6 - NO STRIKE**

13

14 During the term of this Agreement, there shall not be authorized or recognized any strike, slow down,  
15 or work stoppage by the employees and/or the Association, regardless of whether an unfair labor  
16 practice is alleged or otherwise. Should a strike, slow down, or other stoppage by the employees or the  
17 Association occur, the Association will immediately instruct the employees in the bargaining unit to  
18 return to work. If the employees in the bargaining unit do not resume work immediately as required by  
19 this Agreement, any such refusal shall be sufficient cause for discharge and such employee shall be  
20 subject to disciplinary action, including discharge, and the Association shall be subject to damages for  
21 any failure or refusal to make all reasonable efforts to have the employees return to work. The parties  
22 recognize that during the period of this Agreement, there shall not be authorized, allowed or recognized  
23 by this Agreement any lockout of the employees by the Board or the District's management personnel.  
24

#### 25 **SECTION 2.7 - APPENDICES**

26

27 The appendices are integral parts of this Agreement and by this reference are incorporated herein.  
28

#### 29 **SECTION 2.8 - CONTRACT WAIVER**

30

31 Building employees and administrators may jointly request, through the building site council, that the  
32 District and Association waive requirements of the GFEA/District Collective Bargaining Agreement  
33 with the following provisions:  
34

- 35 a. The request must be made in writing and include:
    - 36 1. Reference to the specific provision of the Collective Bargaining Agreement request to be  
37 waived;
    - 38 2. Evidence of employee, administrator, and site council participation in the decision-making  
39 process leading to the request.
    - 40 3. Rationale for the waiver;
    - 41 4. Specific timeline/duration for the request;
    - 42 5. Effect of the waiver on other areas of the Collective Bargaining Agreement, if any.
- 43  
44  
45  
46  
47  
48



- 1 b. The waiver request must be submitted to the Superintendent and the Association President  
2 concurrently and will be granted only if both the District and the Association agree.  
3
- 4 c. The parties mutually agree that any waivers granted are not precedent setting. The parties  
5 further agree that once the waiver has expired, all Collective Bargaining Agreement rights will  
6 return to status quo.  
7
- 8 d. If any aspect of a shared decision-making arrangement is contrary to the terms of this  
9 Agreement, said aspect will not be implemented, or if already implemented will be immediately  
10 discontinued, unless a waiver is obtained from the Association and the District. The waiver, if  
11 granted, will be considered an addendum to this agreement, and any dispute as to its  
12 interpretation or application will constitute a grievance within the meaning of Article IX.  
13 Except to the extent waived pursuant to the above, this Agreement will remain in full force and  
14 effect, and having full application to the employees who are affected by the shared decision-  
15 making arrangements.  
16

### 17 **ARTICLE III - ASSOCIATION RIGHTS**

#### 18 **SECTION 3.1 - ACCESS**

19  
20  
21 Duly authorized representatives of the Association shall be permitted to transact official Association  
22 business on school property during working and non-working hours, provided that this shall not  
23 interfere with or interrupt normal school operations. Such Association official(s) (other than those  
24 employed by the District) shall notify the building principal's office and/or the District  
25 Superintendent's office prior to entering a building for the purpose of contacting individual members  
26 of the bargaining unit. The Association shall also be entitled to hold meetings with the members of the  
27 Association or of the Bargaining Unit at times before or after the student day has ended. All  
28 representatives of the association shall follow building protocol for guest check in.  
29

#### 30 **SECTION 3.2 - EQUIPMENT USE**

- 31
- 32 a. The Association may use school equipment with the permission of the Superintendent or  
33 building principal.  
34
- 35 b. Use of equipment shall be limited to times when the equipment is not scheduled for other use.  
36
- 37 c. The Association shall assume financial responsibility for damage, repair, and loss of equipment  
38 incident to such use.  
39

#### 40 **SECTION 3.3 - MEMBERSHIP COMMUNICATION**

41  
42 The Association shall have the non-exclusive right to utilize bulletin boards in each faculty lounge.  
43 The District agrees to maintain at least one (1) bulletin board in each faculty lounge.  
44

45 The Association shall have the right to receive and send intra-District mail through the District mail  
46 service, and the right to distribute Association communications in the individual employee mailboxes,  
47 through personal contact, postings, and the District e-mail system. The Association shall have the right  
48 to use a school's regular bulletin for announcement of Association meetings.

The use of district facilities shall not be for any purposes prohibited by RCW 42.17.130 or other law.

#### **SECTION 3.4 - AVAILABILITY OF INFORMATION**

**Section 3.4.1** The Board, or its agents, shall furnish to the Association upon annual request at no cost to the Association the following documents, at least three (3) days before regular Board meetings and as soon as available for special meetings:

- a. Board agenda;
- b. Minutes of previous Board meetings;
- c. Supplementary attachments to the agenda, excluding all confidential or privileged information;
- d. The names and addresses of all employees represented by the Association, which list shall be updated quarterly to account for additions or deletions.
- e. District policies under consideration to be adopted by the Board.

**Section 3.4.2** In addition, the Board, or its agents, shall furnish to the Association on a regular basis as they are prepared, upon request, at no cost to the Association, the following financial documents:

- a. Preliminary budget, if prepared by District;
- b. Final budget and budget revisions;
- c. Monthly financial statements;
- d. Monthly status reports;
- e. Annual reports;
- f. Revenue worksheets;
- g. Monthly enrollment summary;
- h. Audit report.

**Section 3.4.3** The parties hereby recognize that their respective obligations to bargain in good faith concerning wages, hours, and other terms and conditions of employment impose a duty upon each of them to provide pertinent and relevant information to the other party as may be necessary, from time to time, in order that collective bargaining may proceed.

**Section 3.4.4** The District reserves the right to make any and all contracts permitted under law which in its sole discretion it deems appropriate. Prior to contracting with vendors for services designed to augment, supplant, or otherwise reduce bargaining unit work represented by the Association, the

District shall inform the Association of its intent, and upon the timely request of the Association, will negotiate the effects of any such decision with the Association.

**Section 3.4.5** The District shall provide to the Association the following information regarding newly hired employees within fourteen (14) District business days of the Board's official approval of the employee's hire: employee name, employee identifier, date of hire, FTE, contract status, building and assignment, address, email address (if available), phone number, birth date, and years of experience. Employment data maintained by the District will be provided to third parties only for purposes serving District business interest or when required by law (e.g., governmental agencies or public records requests).

## **SECTION 3.5 - MEMBERSHIP DUES DEDUCTION AND REPRESENTATION FEES**

The Association shall have the exclusive right to have deducted from the salaries of its members, upon the member's initial authorization, the dues required for membership in the Association (including its state and national affiliates, and including deductions for any Association-connected political action committee). All dues will be collected in accordance with applicable state and federal laws. These provisions shall be applied without cost to the employee or Association.

**Section 3.5.1** Upon receipt of a written employee Dues Deduction Authorization form from an employee, as defined under the "Recognition" section, the District will make the appropriate payroll deduction as certified by the president of the Association and transmit the monthly dues as designated by the Association, provided that no additional authorization over what has been provided previously will be required of employees hired before the effective date of this Agreement. Any requested change in the annual rate of membership dues as requested by the Association will require notification to the payroll department no later than September 10th of each year, such rate to be irrevocable for the term of one (1) year.

**Section 3.5.2** Dues deduction authorization by an employee shall be on a form provided by the Association, which form shall authorize deduction of membership dues and assessments (including WEA, NEA, or any Association-connected political action committee). A copy of said form shall be provided to the District no later than October 1 of each school year.

For employees hired by the start of the school year, the Association shall have thirty (30) school days from the start of each school year to sign up new employees or employees not formerly members for payroll deduction of dues. Members of the Association who had dues deductions made under the terms of the previous collective bargaining agreement shall continue to be members of the Association and have dues deducted unless such individuals revoke membership.

The processes for membership authorization into the Association, WEA, NEA, or any Association-connected political action committee or for revocation of membership from same, as well as membership requirements in same, are prerogatives of these respective organizations, except as may be expressly limited by this Agreement and/or applicable law.

Authorizations for regular dues deductions shall continue in effect for the life of this Agreement unless a written request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and September 1.

**Section 3.5.3** The dues deductions authorized by these provisions shall be made in twelve (12) equal amounts from each paycheck beginning from the pay period of September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June shall have their deductions prorated at one-twelfth (1/12) of the total annual amount for each month the employee is employed.

For all membership dues authorization described herein, the District agrees to promptly remit directly to the Washington Education Association all monies to be deducted, accompanied by a list of employees from whom the deduction has been made. A duplicate list shall be promptly provided the Association as receipt for said transaction. On or before the monthly pay period, the District shall notify the Association of any changes in said list due to teachers entering or leaving the employment of the District.

Each month during the school year, the Association shall provide the District with the names of those teachers who have joined the Association and paid its dues and assessments by means other than through payroll deduction.

**Section 3.5.4** In the event that any employee within the bargaining unit elects to not be a member of the Association, but wishes to voluntarily pay a fair share/representation fee in an amount established by the Association, the District shall be notified in writing. Such fees shall be deducted in the same manner as Association dues.

**Section 3.5.5** The Association will indemnify, defend, and hold the District harmless against any claims made, and any suits or other legal proceedings instituted against the District on account of the dues deduction and/or agency shop provision of this Agreement. The District and Association will mutually agree as to selection of an attorney. The Association will refund to employees any amount paid to it in error on account of the dues deduction authorization provisions. The District will notify the Association promptly in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement the provision of this paragraph.

## **SECTION 3.6 - RELEASE TIME FOR FORMAL PROCEEDINGS**

The parties recognize that ordinarily proceedings in connection with collective bargaining and grievances shall not take place during the normal employee working hours, without the mutual consent of both parties or their respective representatives. When it is mutually agreed that proceedings related to collective bargaining and grievances will take place during the normal employee working hours, such release time shall not be deducted from Association leave days.

## **SECTION 3.7 - BUILDING REPRESENTATIVES**

Individual school principals shall meet with designated Association Building Representatives at the request of the Principal or Building Representative. Such meetings may be held at any time other than when said representatives would be engaged in student contact activities. The purpose of these meetings shall be to discuss the administration of this Agreement as it relates to the particular school, provided that neither the Principal nor the Association Building Representative has the authority to reach any decision which changes this Agreement.

1 The Association Building Representatives shall have the right to visit individual teachers or groups of  
2 teachers represented by the Association and that Building Representative, at times other than when  
3 such teachers or Building Representatives would be engaged in student contact activities, or by special  
4 arrangements with the Principal at other times, so long as this shall not interfere with nor interrupt  
5 normal school operations. All such visits must not interfere with any employee's activities while on  
6 duty.  
7

## 8 **SECTION 3.8 - ASSOCIATION LEAVE**

9

10 **Section 3.8.1** Thirty (30) days in each year of the agreement and forty (40) days in the final year of the  
11 agreement of District paid employee leave shall be granted to the Association each school year. Duly  
12 authorized representatives, designated by the President of the Association, shall utilize Association  
13 leave as may be necessary for the transaction of official business as determined by the Association  
14 provided that the President of the Association shall normally notify the Superintendent at least three (3)  
15 days prior to the employee taking such leave. The Association shall reimburse the District at the daily  
16 substitute rate of pay. Official Association business shall not include any illegal conduct or activity  
17 which would violate the terms of this Agreement. Days which are unused in any year shall be carried  
18 over into the next year and shall accumulate up to a maximum of twenty-five (25) days.  
19

20 **Section 3.8.2** In addition, the District shall grant up to fifteen (15) days leave for members of the  
21 Association who are elected to the Board of Directors of the Washington Education Association,  
22 President of the Pilchuck UniServ Council, Pilchuck UniServ Council Executive Board or assigned a  
23 state association, national association, or Pilchuck UniServ Council related responsibility.  
24

25 **Section 3.8.3** Nothing herein shall prohibit the Superintendent from granting additional leave for  
26 Association business.  
27

28 **Section 3.8.4** The leave in the subsections above is used for Association-related business and may  
29 require a substitute teacher to cover for the absent employee. The Association shall reimburse the  
30 District at the daily substitute rate of pay. The District shall ensure that billing for such substitute  
31 costs, or any other applicable reimbursable charges, is provided to the Association no later than July 31  
32 in any given year. Any charges not billed to the Association by July 31 will not be the responsibility of  
33 the Association to pay.  
34

## 35 **SECTION 3.9 – NEW EMPLOYEE ORIENTATION AND STAFF MEETINGS**

36

37 The District will provide the Association reasonable access to new employees of the bargaining unit for  
38 the purposes of presenting information about their exclusive bargaining representative to the new  
39 employees. The presentation may occur during a new employee orientation provided by the District, or  
40 at another time mutually agreed to by the District and Association. No employee may be mandated to  
41 attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this  
42 section means: (a) The access to the new employee occurs within ninety days of the employee's start  
43 date within the bargaining unit; (b) The access is for no less than forty-five minutes; (c) For an  
44 orientation that includes a lunch period, at the Association's discretion, the access will be placed  
45 adjacent to the duty-free lunch; (d) The access occurs during the new employee's regular work hours at  
46 the employee's regular worksite, or at a location mutually agreed to by the District and Association;  
47 and (e) the Association has the right to include Association information and forms in all District new-  
48 hire handbooks.

In addition, upon prior written request the Association will be placed on the agenda at faculty meetings to present brief reports or announcements, provided that such reports and announcements do not interfere with or limit the time for completion of other items on the meeting agenda.

## **ARTICLE IV - EMPLOYEE RIGHTS**

### **SECTION 4.1 - INDIVIDUAL RIGHTS**

Employees shall be entitled to full rights of citizenship. There shall be no discipline or unlawful discrimination with respect to the employment of any person because of such person's age, gender, marital status, race, creed, color, national origin, domicile, sexual orientation, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such handicap shall not apply if the particular disability prevents the proper performance of the particular teacher involved. The District shall treat employees with utmost professional regard, expect civil behavior in the work place from all staff, students, parents and community members and will not tolerate demeaning or rude behavior from any member of the learning community.

Nothing herein contained shall be construed to deny or restrict to any teacher such rights as he/she may have under applicable laws and regulations, consistent with this Agreement.

### **SECTION 4.2 - RIGHT TO JOIN AND SUPPORT THE ASSOCIATION**

All certificated employees, as defined in this Agreement, shall have the right to self-organization, without interference, restraint or coercion, to form, join or assist the Association to bargain collectively through its representatives, and shall also have the right to refrain from any and all such activities.

Neither the District nor the Association shall interfere with, restrain, or coerce employees in the exercise of the above enumerated rights, nor shall the District encourage or discourage membership in the Association by discrimination in regard to hire, tenure of employment or any term or condition of employment, nor shall the District discharge or otherwise discriminate against any employee because he or she has filed charges or given testimony in connection with any alleged unfair labor practice or alleged grievance.

### **SECTION 4.3 - EMPLOYEE DISCIPLINE AND JUST CAUSE**

**Section 4.3.1** If a meeting is scheduled at which the employer contemplates investigating or delivering discipline, an employee shall receive prior written notification from his/her supervisor of that purpose. Written notification of discipline shall state the basis for any disciplinary action, including dates of verbal warnings. Any employee who has received such notification shall be entitled to have an Association representative and/or legal counsel present at all subsequent meetings at which the employee is required to attend. Once such representation is requested, no further action shall be taken until the representative is present or has been given ample time to appear. Representation rights provided above are intended to apply to meetings held to conduct an investigation that could lead to disciplinary action; to meeting(s) held at which disciplinary action is taken; and any follow-up meetings held after disciplinary action has been taken. No complaint or information related thereto may

1 be used as the basis for, or as evidence in, any disciplinary action against the employee unless the  
2 provisions of this paragraph have been followed.  
3

4 **Section 4.3.2** Such disciplinary action, if taken, must be for just cause as defined in the Seven Tests of  
5 Just Cause (Appendix G). The District is committed to a policy of progressive discipline except in  
6 situations adjudged unlawful. Any disciplinary action shall be appropriate to the behavior which  
7 precipitates such action.  
8

9 **Section 4.3.3** No disciplinary action more than two (2) years old shall be applied toward future  
10 disciplinary actions unless the disciplinary action was based on verbal or physical abuse, sexual  
11 misconduct, unlawful discrimination, harassment, or unlawful contact with a student and/or the same  
12 offense was committed during the two (2) year period of time. If the same offense was not committed  
13 in said two (2) year period, any documents in the employee's personnel file related to the original  
14 disciplinary action shall be expunged and destroyed at the request of the employee unless the  
15 disciplinary action was based on verbal or physical abuse, sexual misconduct, unlawful discrimination,  
16 harassment, or unlawful contact with a student. In accordance with RCW 28A.400.301, the District  
17 shall not suppress, expunge, destroy, or remove any information about verbal or physical abuse or  
18 sexual misconduct by a present or former employee as those terms are defined in State law and  
19 regulation.  
20

21 **Section 4.3.4** The provisions of this Section shall not apply to discharges, non-renewals or actions  
22 adversely affecting an employee's contract status as those actions are governed by RCW Chapter  
23 28A.405, as now or hereafter amended and said statutes shall provide the exclusive procedure for  
24 handling such actions.  
25

26 **Section 4.3.5** An employee may be temporarily removed from their regular assignment pending an  
27 investigation into alleged misconduct in accordance with the following:  
28

- 29 a. This action shall not be considered disciplinary and shall be an administrative leave with full  
30 pay and benefits.  
31
- 32 b. The District will, at the time the employee is temporarily removed from their regular  
33 assignment, provide in writing to the Association President the specific reason(s) that warrant,  
34 in the District's opinion, administrative leave.  
35
- 36 c. The employee and the Association will be provided, in writing, the specific complaint or  
37 alleged incident to be investigated. The employee and the Association will be updated in  
38 writing if the investigation extends to any other complaint or alleged misconduct.  
39
- 40 d. The District will begin the investigation as quickly as possible and engage sufficient  
41 investigatory resources to complete investigations in a timely manner. The administrative leave  
42 may extend beyond the investigation period no more than five (5) days, except when the  
43 District has given the employee a notice of probable cause for discharge or if there are  
44 extenuating circumstances, in which case the District will notify the Association immediately of  
45 the circumstances.  
46

- e. The District will inform the Association when interviews are being conducted with a member of the Association and, upon employee request, provide the opportunity for the employee's Association representative to observe the interview.

#### **SECTION 4.4 - ACADEMIC FREEDOM & PROFESSIONAL PREROGATIVE**

Academic freedom is the right of a qualified employee to encourage freedom of discussion of controversial questions in the school setting and to develop in students a love of knowledge and a desire to research all points of view of a problem.

Academic freedom will be guaranteed to the employees covered by this Agreement so long as exercised within the following limitations:

**Section 4.4.1** The Association and the District recognize that the application of the principle of academic freedom at the common school level involves considerations which are not equally present in the college or university.

**Section 4.4.2** The employees must take into account the maturity of their students and the need for guidance and help in studying the issues and arriving at balanced views.

**Section 4.4.3** Employees must be free to think and express ideas in the school setting. Such freedom must be unrestricted, except as it conflicts with the basic responsibilities to utilize current District authorized courses of study.

**Section 4.4.4** Academic freedom will be guaranteed to employees; however, this guarantee cannot supersede the policies, rules, and regulations of the District.

**Section 4.4.5** The employee must act in accordance with accepted courses of study.

**Section 4.4.6** The Association shall cooperate with the District in its defense against any and all claims or suits brought by an outside party that arise out of District adherence to the provisions of this section.

**Section 4.4.7** A curriculum or set of standards, ie. Common Core State Standards, Next Generation Science Standards, that asks instructional staff to use the same lessons at all times or requires identical instructional strategies for all students may not be universally appropriate for an effective educational program. Teachers must exercise professional judgment (i.e., expertise, insight and creativity) in determining when and how to supplement curriculum materials, adapt or modify lessons to meet the diverse needs of students to achieve unit and lesson objectives within established curriculum.

#### **SECTION 4.5 - PERSONNEL FILES**

Each employee shall, upon request, have the right to inspect, during normal business hours, at the District business offices, all contents of his/her complete personnel file kept within the District, excluding confidential employment references. Upon request, a copy of any documents contained therein shall be afforded the employee at District expense. Additional copies shall be afforded at no cost to the District. No secret, duplicate, alternate, or other personnel file shall be kept anywhere in the



District. A separate file for processed grievances shall be kept apart from the teacher's personnel file, which shall be open for inspection by the teacher.

An employee's designated representative may, at the teacher's request, be present at the requested inspection of the employee's personnel file or grievance file. Any such inspection shall be in the presence of a District designee.

Each teacher's personnel file shall contain the following minimum items of information: the teacher's evaluation reports; copies of annual contracts; teaching certificate; a transcript of academic records. Final evaluation reports (Appendices F-6, F-7 and F-8) shall be maintained in this file, and not observation reports.

Upon request by the teacher, the Superintendent, or their official designee, shall sign and date an inventory sheet verifying the contents of the personnel file, provided the employee shall not make an unreasonable number of requests.

The District shall place and maintain in the personnel file, upon request by the employee, the employee's personal written comments submitted for the purpose of clarifying, explaining or rebutting any specific designated material otherwise contained in the said employee's personnel file. Said employee's personal written comments shall be dated and signed by the employee before being placed in the employee's personnel file.

Employees will be informed of any formal complaint made against the employee by any parent, student or other person. Formal complaints involving serious allegations justifying investigation by the District will be investigated by the Principal, Superintendent, or his/her designee. Said investigation must include consultation with the teacher. Only after said investigation may any reference to the complaint be included in a teacher's personnel file.

Unless otherwise provided by law, or this Agreement, any derogatory material contained in a teacher's file may be expunged from said file at the discretion of the Board or Superintendent or upon mutual consent of the teacher and the Board or Superintendent, or upon order of any appropriate adjudicatory agency. Derogatory material shall not be included in an employee's personnel file if a copy of said material has not been made available to the employee. At the request of the employee, derogatory materials shall be removed after they have been in a file for two (2) years with the exception of materials referenced in Section 4.3.3 of Just Cause. In accordance with RCW 28A.400.301, the District shall not suppress, expunge, destroy, or remove any information about verbal or physical abuse or sexual misconduct by a present or former employee as those terms are defined in State law and regulation.

## **SECTION 4.6 - EMPLOYEE PROTECTION**

**Section 4.6.1 Liability Insurance and Personal Property Loss or Damage** The District agrees to maintain and pay for liability insurance covering certificated employees within the bargaining unit, covering liability incurred by them as a result of their negligence within the scope of their employment with the District, in accordance with current coverage.

In addition, the District agrees to provide all certificated employees with insurance protection covering said employees while engaged in the maintenance of order and discipline and the protection of school

1 personnel and students by such employees. Such insurance will include liability insurance covering  
2 injury to persons and property, and insurance protecting those employees from loss or damage to their  
3 personal property incurred while so engaged.  
4

5 At such times as any employee shall become aware of facts which may give rise to any claim  
6 hereunder, said employee shall attempt to notify the Superintendent of such facts, within one (1)  
7 working day and in any event, such employee shall notify the Superintendent of such facts or present  
8 any employee claim within thirty (30) days thereafter. Within five (5) working days after receipt of  
9 such knowledge, the Superintendent shall initiate the required claim procedure with the appropriate  
10 insurance carrier.  
11

12 Whenever an employee is absent from employment and unable to perform duties as a result of personal  
13 injury sustained in the course of employment, said employee shall be entitled to use accumulated sick  
14 leave. In the event the employee acquires Industrial Insurance Benefits in the form of time-loss  
15 payments, the employee shall have the option of having sick leave benefits provided on a pro rata basis  
16 so that the combination of time-loss payments and sick leave benefits will equal the employee's regular  
17 salary (under no combination of the above shall an employee be paid greater than their current salary  
18 amount), or said employee may choose to utilize full accumulated sick leave before accepting time-loss  
19 payments. Under the first option, deductions from accumulated sick leave will be made on the same  
20 pro-rata basis. Upon exhaustion of sick leave, said teacher shall be entitled to leave without pay  
21 (except for any Worker's Compensation Award) for the balance of the school year, and then shall be  
22 entitled upon verification by a physician of the employee's physical ability to perform to return to  
23 service by the immediate beginning of the following school year.  
24

25 **Section 4.6.2 - Right to Perform Duties** The District is strongly committed to supporting all its  
26 employees in the reasonable exercise of their duties. The District will take all appropriate and  
27 necessary actions to comply with its legal obligation to support members of the bargaining unit as they  
28 appropriately interact with students, parents and members of the community.  
29

30 The District will recommend prosecution to the fullest extent provided by law to the appropriate  
31 prosecuting attorneys concerning any person on school premises who either is under the influence of  
32 alcohol or who has possession of illegal drugs or other non-prescribed narcotic substances and/or who  
33 physically or verbally abuses or intimidates or interferes with an employee who is appropriately  
34 performing his/her duties.  
35

## 36 **SECTION 4.7 - STUDENT BEHAVIOR AND SUPPORT**

37

38 The District administration and Board shall support and uphold the use of prudent, legal and reasonable  
39 disciplinary measures by teachers. Teachers shall implement sound disciplinary practices and an  
40 instructional approach to the management of student behavior. The following provisions assist the  
41 District and teachers in the exercise of those responsibilities.  
42

43 **Section 4.7.1** The building administrator and teachers in a school building shall confer at least  
44 annually in order to develop and/or review building and District disciplinary standards and uniform  
45 enforcement of those standards. This meeting may also be used to update all teachers regarding  
46 applicable federal, state and local laws and District rules, regulations and procedures pertaining to  
47 students' rights and processing of student discipline. Such meetings shall be held no later than October  
48 1 of each school year.

**Section 4.7.2** A teacher's use of such reasonable force as is necessary to protect himself/herself, a fellow teacher or administrator, or a student from attack, physical abuse or injury, or to protect personal or District property from destruction or theft.

**Section 4.7.3** Teachers have the right to expect acceptable behavior from all students.

**Section 4.7.4** Teachers have the right to recommend in writing, including supportive rationale, suspension or expulsion of a student. Where such written recommendations are made but not agreed to by the administration, the District shall provide a timely explanation to the teacher regarding their disposition of the recommendation. Upon request of the employee, a written explanation with supportive rationale will be provided.

**Section 4.7.5** The District is committed to the safety and security of all members of the learning community and shall support this community in at least the following ways:

- a. Possession or use of weapons, explosives, firecrackers or other items that appear to be weapons is prohibited. Any student in possession of or using these items will be immediately disciplined in accordance with building policy, district policy, and state law.
- b. Any student who commits a serious assault will be immediately disciplined in accordance with building policy, district policy, and state law. Serious assaultive behaviors are defined as either physical assaultive behavior, purposeful assaultive, aggressive behavior, with intent to do serious harm, or verbal assaultive behavior, racial threat or threat to do physical harm, or verbal assaultive behavior, either student to student or student to staff.
- c. An employee is authorized to use force upon or toward a student or person on or around school premises whenever such employee is about to be injured, or to prevent a criminal trespass, a malicious trespass, or other malicious interference with real or personal property which is in his/her possession, or in the possession of another employee or student on school premises.
- d. Before being readmitted to school, students who have been expelled for offenses relating to weapons or serious assaultive behaviors must meet State, Washington Administrative Code and District requirements for reinstatement.
- e. The District will recommend prosecution to the fullest extent provided by law to the appropriate prosecuting attorneys concerning any non-employees on school premises who is either under the influence of alcohol or who has possession of illegal drugs or other non-prescribed narcotic substances and/or who physically or verbally abuses or intimidates or interferes with an employee who is appropriately performing his/her duties.
- f. When a student is referred for disciplinary action by other than the classroom teacher, the teacher shall be informed and discipline will be enforced in accordance with Section 4.7.6
- g. All employees will be informed when a student's action poses a threat to the student's self and others.

- h. All employees who work with or are affected by a suspended or expelled student shall be notified of the expulsions and suspensions of that student. If the District believes a student may (re)act with violent behavior when interacting with students or staff, employees with a legitimate educational interest with that student at the building shall be notified.
- i. Employees have the right to be notified by the principal whenever said principal has been officially notified that a student has been convicted in adult criminal court or adjudicated or entered into a diversion agreement with the juvenile court on any of the following offenses as defined by law:
1. A violent offense (as defined in RCW 9.94A.030);
  2. A sex offense (RCW 9.94A.030);
  3. Inhaling toxic fumes (RCW 9.47A);
  4. A controlled substance violation (RCW 69.50);
  5. A liquor violation (RCW 66.44.270);
  6. Assault--physical harm (RCW 9A.36);
  7. Kidnapping, unlawful imprisonment, and custodial interference (9A.40);
  8. Harassment (RCW 9A.46); and
  9. Arson, reckless burning, and malicious mischief (RCW 9A.498).
- j. A student committing an offense under Chapter 9A.36, 9A.40, 9A.46, or 9A.48 RCW when the activity is directed toward the teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned.

**Section 4.7.6** Any student who creates a disruption of the educational process in violation of building disciplinary standards while under a teacher's immediate supervision may be excluded by the teacher from their individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one (1) or more alternative forms of corrective action. 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. In such instances of temporary removal, the employee has the right to be consulted with regard to the facts of the situation and any actions to be taken with the student, including recommended suspension or expulsion. The conversation between the affected staff member and principal or designee shall take place outside student contact time (e.g., during planning time, before or after school, passing time, lunchtime, and recess) unless based on a behavior plan or IEP as communicated to the teacher. Teachers and principals shall involve the parent or guardian of the student when appropriate regarding the corrective action taken and/or return of the student to classroom.

Any time students witness an assault or behavior so disruptive that a classroom must be cleared, the principal must communicate with parents about the incident. This communication is made with teacher input.

Additionally, after any disruptive behavior by a student, the teacher shall meet with their administrator and discuss if they need to be reimbursed for any time, at the per diem rate for resetting the room back

1 to its original condition. Additionally, the teacher shall be reimbursed for the cost of materials that  
2 need to be replaced as a result of the incident. This includes both District and personal property. See  
3 Section 4.6.1.  
4

5 **Section 4.7.7 - Discipline of Special Education Students** Special education students may be  
6 suspended for up to ten (10) cumulative days in a school year without resort to special processes or  
7 parental consent. Suspension for a partial day constitutes one (1) day. For any additional suspensions  
8 beyond the ten (10) cumulative days in a school year, incidents involving a special education student  
9 and illegal drugs, controlled substances, or weapons, and disciplinary or emergency expulsions of a  
10 special education student involve special processes under District policies and state and federal law.  
11 Therefore, if an employee is involved with any of these situations or potential situations, they are  
12 advised to immediately consult with the appropriate building administrator.  
13

14 **Section 4.7.8 - Timely Administrative Response** The appropriate administrator will respond and give  
15 attention within no more than three (3) working days to all employee's requests regarding discipline  
16 problems beyond the employee's classroom management plan. This paragraph is not intended to  
17 broaden the time limitations contained in paragraph 4.7.6 of this section.  
18

19 **Section 4.7.9** A teacher shall be notified immediately in any instance in which a student or parent  
20 instigates any grievance procedure (formal or informal) relative to any student disciplinary matter in  
21 which the teacher may be involved and all involved teachers shall be apprised of the status and  
22 disposition of all such student disciplinary appeals.  
23

24 **Section 4.7.10** Any teacher involved in any student disciplinary hearing or appeal has the right to have  
25 his/her own representation.  
26

27 The administrator of each school shall support teachers according to the provisions herein and  
28 uniformly enforce the building disciplinary standards as developed in accordance with Section 4.6.1.  
29

## 30 **SECTION 4.8 - INDIVIDUAL CONTRACTS**

31  
32 **Section 4.8.1 - General Provisions** The Board shall make, with each employee employed by it, a  
33 written contract, which shall be in conformity with the laws of the State of Washington, and with this  
34 Agreement, and except as otherwise provided by law, limited to a term of not more than one (1) year.  
35 Every such contract shall be made in triplicate and shall be given to the teacher each year for signature.  
36 Two (2) copies are to be forwarded to the District office to be signed by the Superintendent. One (1)  
37 copy will be retained by the School District Superintendent, or designee, and placed in the teacher's  
38 personnel file and the second copy is to be returned to the teacher.  
39

40 At the time of signing an individual contract, a teacher must affirm that he/she has not signed any other  
41 employment contract for the same term in another school district in the State of Washington or that the  
42 Board of Directors of such other school district has released said teacher from his/her obligations under  
43 the previous contract. The individual teacher contract shall be in the form designated in Appendix E-1  
44 for non-provisional employees, and in Appendix E-2 for provisional employees.  
45

46 Annually, or upon hire, the District shall provide to the Association a list of each employee hired with a  
47 conditional, emergency or other irregular certificate and a copy of the plan each employee is provided  
48 to obtain a residency or otherwise appropriate continuing certificate.

No job will be filled by a person holding a conditional certificate until it has been posted for 10 days.

An employee hired with a conditional certificate, not having completed one or more assessments (i.e. NES, EdTPA, etc.) shall be hired for one year only. If by May 15<sup>th</sup> of that school year, a non-conditional certificate has been obtained, a contract will be reissued; otherwise the job will be posted. An exception will be made if the employee can provide notification from the preparation program that they will have completed their certificate by June 30<sup>th</sup> of that year.

An employee hired with a conditional certificate, who is currently enrolled in a teacher prep program that takes more than one year to complete will be hired for two years. If by May 15<sup>th</sup> of the second year, a non-conditional certificate has been obtained, a contract will be reissued; otherwise the job will be posted. An exception will be made if the employee can provide notification from the preparation program that they will have completed their certificate by June 30<sup>th</sup> of that year.

These provisions are not applicable to current employees as of August 1, 2021.

**Section 4.8.2 - Release From Individual Contracts** The District will honor employee requests for a release from contract up to July 1. Requests for release after these dates shall not be withheld provided a qualified employee can be hired to replace the employee. When an illness or other personal circumstance makes it impossible for the employee to continue employment with the District such employee shall be released from his/her contract.

## **SECTION 4.9 - CO-CURRICULAR CONTRACTS**

All District specified co-curricular contract assignments shall be by written contract. Such co-curricular contracts shall not be considered subject to or part of the regular employment contract. Employee acceptance of co-curricular contract offers shall be voluntary unless otherwise specified by this Agreement, and the District cannot condition the continuance of a regular contract on employee acceptance of a co-curricular assignment.

At such times as the District shall have openings for co-curricular employment, the District shall give general notice.

Each co-curricular contract shall specify, as nearly as possible, the inclusive dates defining the period during which the assignment shall be performed. Such contracts for activity supervision may be conditioned upon adequate enrollment, as determined by the District, to justify the position.

Co-curricular contracts shall be executed as early as possible and the parties shall endeavor to execute such prior to the close of the school year immediately preceding the school year in which the assignment is to be performed. Such contracts shall be offered before service is to commence.

No employee holding a co-curricular contract which is directly related to the employee's teaching assignment shall be dismissed, nonrenewed, or discharged from that position, either during the term of that contract or for the following school year without just cause. Employees shall receive written notice specifying the reasons for any such action; if such action is for the following school year, notice shall be given no later than June 15.

Co-curricular contract positions normally filled by certificated staff shall continue to be performed by certificated staff. Qualified in-district applicants shall have preferential right over other applicants for co-curricular contract positions.

Each employee approved by the principal to fill co-curricular positions shall receive a stipend as a supplementary contract for performance of employer-determined duties according to the Co-Curricular Salary Schedule. (Appendix C). Upon receipt of documentation from a previous employer, employees with prior years experience in other districts will be allowed experience credit on the schedule to the same extent as though such prior experience had been worked in this District.

## **SECTION 4.10 - ASSIGNMENTS, TRANSFERS AND VACANCIES**

### **Section 4.10.1 - General Provisions**

- a. The District shall, in filling positions through employee transfer(s) or re-assignment(s), consider the qualifications, interests, and aspirations of current employees as well as the needs and interests of the District. For purposes of this Section, the term “assignment” or “reassignment” means a change in an employee’s position within the same building or District program. The term “transfer” means a change in the employee’s position from the employee’s work site to a different work site. (e.g. from Building A to Building B) For the purposes of this section, “current” means, employees on continuing or provisional contracts.
- b. No new position or vacancy may be filled without giving all current employees the opportunity to apply for a transfer and/or reassignment. Employees interested in reassignment or transfer may make their interest known in the space provided on the District Intent to Return Form submitted annually by April 15.
- c. Notices of all openings for the school year or for the following school year shall be posted and given to the staff and Association through electronic notice on the district website and district email as far in advance of the date of the opening of any vacancies or new positions as possible, but in any event, not less than one (1) week prior to the filling of the opening. The District may post notice of a vacancy internally and externally concurrently if a vacancy occurs after July 15, if a vacancy must be filled during the school year, or when the District and Association specifically agree.
- d. The District shall interview and consider applicants from outside the District only after the District has provided in-district applicants an opportunity to meet and/or be interviewed by the Superintendent or designee. An internal candidate who meets the qualifications for a position shall be hired before an outside candidate. If there are two or more internal candidates for a position, see Section 4.10.2.b.
- e. The criteria to judge qualifications shall include the following:
  - Appropriate certificate(s) including required endorsements;
  - Employee's major and minor fields of study;
  - Qualifications in specialty areas; and
  - Previous successful experience as evidenced by evaluation and/or credential file.

- 1 f. Upon closing an in-district position, current long term leave replacement employees shall be  
2 considered prior to the position being opened to applicants outside the district.  
3
- 4 g. Seniority for the purposes of this Section shall be defined in the same manner as in the  
5 Reduction in Force Section of this Agreement.  
6
- 7 h. When it is necessary to fill new positions or vacancies through transfer and/or reassignment of  
8 current employees, the District shall do so through the following processes listed in priority  
9 order.  
10
- 11 1. Through voluntary reassignment within the same school;  
12  
13 2. Through voluntary transfer from a different school;  
14  
15 3. Through involuntary reassignment or involuntary transfer.  
16
- 17 i. The administration shall provide every employee within a given school notice indicating their  
18 tentative teaching assignments (including grade levels and all subject areas to be taught) for the  
19 next school year. Said notice shall be provided no later than the last working day of the school  
20 year. The District shall provide immediate notice as soon as any change in said assignment is  
21 known. If any change involving a totally different subject area or grade level is made either  
22 within one calendar week of the starting of school, or within the school year, upon said  
23 employee's request, the District shall provide up to two (2) days release time for the employee  
24 to prepare for the new assignment.  
25
- 26 j. Upon their request, employees transferred/reassigned will receive assistance from the District in  
27 moving instructional materials. The move will be accomplished so that such materials are  
28 available for use at the new school or place of assignment prior to the first day of the new  
29 assignment.  
30
- 31 k. Employees assigned to a new classroom or instructional location within the same building  
32 during the school year will be provided one (1) day of release time. If a change in  
33 classroom/instructional location is made before the start of a school year, the employee will be  
34 compensated at a stipend of one day at per diem in order to prepare materials for instruction at  
35 the newly assigned classroom.  
36
- 37 l. For the purposes of this section 4.10, Crossroads and Open Doors shall be considered the same  
38 work site/school building.  
39

#### 40 **Section 4.10.2 - Voluntary Transfer/Reassignment**

41

- 42 a. Employees may at any time informally indicate their preference for an assignment to the  
43 appropriate building principal and/or the Superintendent.  
44
- 45 b. In deciding on a voluntary transfer or reassignment, whenever the District has to choose  
46 between two or more current employees whose qualifications (using the same criteria as in  
47 4.10.1.e) are reasonably equal, the District shall give the position to the employee having the  
48 greatest seniority.



- c. For an employee voluntarily transferred/reassigned during a school year, he/she shall receive at least five (5) school days written notice before reporting to a new building or workplace location.
- d. An employee whose request for transfer has not been granted may, by written request to the Superintendent or his/her designee, receive a written explanation and/or a personal meeting explaining the reasons why the request was not granted.

#### **Section 4.10.3 - Involuntary Transfer/Reassignment**

- a. In deciding on an involuntary transfer or reassignment, whenever the District has to choose between two or more current employees who meet the minimum qualifications for the new position or vacancy, the District shall involuntarily transfer or reassign the least senior employee. When it is known that a transfer or reassignment must be made from a specific school, or grade level, or subject area, or specialty area, then this seniority provision may be applied only for the group from which the transfer or reassignment is to be made.
- b. At least five (5) school days written notice will be given to the employee who is to be transferred/reassigned. Said notice shall specify the cause for the transfer/reassignment and the reasons the particular employee was selected. The employee shall be entitled to conference with the administrator responsible for the decision, said conference to be held before the transfer/reassignment becomes effective.
- c. The administration will make a reasonable effort to preclude an employee from being involuntarily transferred/reassigned from one location to another twice during the same school year or from being involuntarily transferred/reassigned during two consecutive years. This effort may include a decision to transfer a more senior employee as defined in 4.10.1.f.
- d. An employee involuntarily assigned/transferred to teach a course of study or grade level outside his/her endorsed areas, major or minor degrees shall be given training and assistance necessary to perform such assignment as determined by the Superintendent.
- e. An employee who has been involuntarily transferred or reassigned shall have the right to return to his/her original work site/position without having to submit a request via the Transfer/Reassignment process (Section 4.10.2) should the employee's prior position come open prior to September 30th in a given school year, or for the following school year, up to September 30. Such individuals will be contacted by the Superintendent (or designee) and the employee has the right to accept or decline the right to return.

#### **SECTION 4.11 - DIGITAL SURVEILLANCE**

Digital surveillance technologies shall not be implemented or accessed without the prior notification to the Association, and shall not be activated in instructional areas during the workday except in these locations: MS Auxiliary Gym and HS Gym. Security camera footage will not be used to monitor employee behavior or evaluate employee performance. Security camera footage will be used as evidence to support employee discipline only when incidental use of the camera reveals employee

misconduct (occurring merely by chance or without intention or calculation), unless the Association has approved the use of a camera for surveillance in advance.

## **ARTICLE V - MANAGEMENT RIGHTS**

Except as otherwise specified by the provisions of this Agreement, the Board retains the exclusive right and power to manage the District and direct the employees and to delegate, to the extent allowed by law, said right and power to management personnel, including the customary and usual rights, powers, functions, and authority of management vested in the District by law. Included in these rights, in accordance with and subject to applicable laws, regulations, and the provisions of this Agreement is the right to:

- a. Direct the work force and schedule working hours;
- b. To hire, classify, evaluate, promote, retain, transfer, assign and reassign employees in positions and work functions and establish, modify or change work schedules or standards;
- c. To suspend, non-renew, discharge, demote or take disciplinary action against employees;
- d. To subcontract work;
- e. To deal with all phases of school location, use, design, feasibility, need, cost, control, and determination;
- f. To prepare, allocate, and prioritize the District budget;
- g. To develop and adopt curriculum and educational programs;
- h. To determine the means and personnel for conducting school district operations and functions efficiently therein;
- i. To utilize technology;
- j. To release employees for lack of work.

The right to make necessary rules and regulations in connection with the implementation of this Agreement shall be considered acknowledged functions of the Board, and may be delegated to management. In making rules and regulations relating to personnel policies, procedures and practices, the Board shall recognize rights and obligations of the employees and the District as imposed by this Agreement.

All matters not specifically and expressly covered or treated by the language of this Agreement are retained as management rights and may be administered by the District in accordance with such policy or procedure as the Board of Directors may, from time to time, determine.

## **ARTICLE VI - LEAVES**

## SECTION 6.1 - GENERAL LEAVE PROVISIONS

Benefits for part-time employees shall be prorated in accordance with the leaves in this Article. Additionally, the employee shall determine the order in which available leave is taken as allowable by law for the duration of their absence.

### **Section 6.1.1 - State and Federal Family and Leave Laws**

The District will apply all State and Federal family leave laws including any additional or improved employee right or benefit under said laws while this contract is in force. Benefits are maintained during this period. Leave may be taken without pay or using any available leave the employee has accumulated. Beginning January 1, 2020, employees may also access Washington's paid family and medical leave in accordance with rules and regulations then in effect. Such paid family and medical leave shall run concurrently with other leave entitlements under this agreement. Employees may initiate the use of this leave prior to exhausting all accumulated leave.

The District will provide information on Washington's Paid Family and Medical Leave to all new employees about the benefits available under PFML.

When accessing PFML insurance, an employee may supplement from accumulated illness, injury and emergency leave an allowance up to the difference between the PFML benefit and the employee's regular compensation.

## SECTION 6.2 - ANNUAL LEAVE FOR ILLNESS, INJURY AND EMERGENCY LEAVE

**Section 6.2.1** All full-time equivalent employees of the District shall be granted twelve (12) days of paid annual leave each year. For employees contracted less than a full school year and/or contracted as part-time employees, the twelve (12) days shall be prorated based on the employee's FTE contract. Such leave shall accumulate from year to year, as authorized by state law. Any employee leaving the District for a period of time and then rehired shall retain all illness, injury and emergency leave days previously accumulated and not cashed out or used in another district. This leave is intended for use as follows:

- a. For the employee's illness, injury, disabilities including temporary disabilities, including temporary disabilities caused or contributed by pregnancy, childbirth and subsequent recovery, as authorized by law. After five (5) consecutive days of such leave, the District may require reasonable proof of absence.
- b. Bona fide emergencies that lead to the application of this leave must be suddenly precipitated and be of such nature that pre-planning could not relieve the necessity of the employee's absence. The problem must be one of major importance and not a mere inconvenience. It is not the intent of this emergency leave proviso to provide, expand upon or add to vacations, weekends, or other types of leaves.
- c. For care due to illness or injury of a child of the employee or of a child of the employee's spouse or domestic partner. "Child" means a biological, adopted, foster child, a legal ward, or a child of an employee standing in loco parentis who is under the age of eighteen years or

1 eight years of age or older and incapable of self-care because of mental or physical  
2 disability.

- 3
- 4 d. For serious illness, injury, poor health, disabilities, or emergency medical conditions involving  
5 the employee's family including the family of the employee's domestic partner, or anyone  
6 living with the employee as part of the family. After five (5) consecutive days of such leave,  
7 the District may require reasonable proof of absence.
- 8

9 **Section 6.2.2** Unless impossible, the employee shall notify their immediate supervisor or the District  
10 Superintendent's office as soon as the leave is contemplated and, in any event, by 6:00 A.M. or at least  
11 two (2) hours prior to the time the employee would have otherwise commenced the performance of  
12 their duties with the school district if such employee intends to take leave for illness, injury, or  
13 emergency

14

15 **Section 6.2.3** An employee who has exhausted accumulated leave hereunder and has provided a  
16 statement from a doctor that he or she is unable to perform his/her duties because of illness or other  
17 disability may be entitled to leave without pay up to the remainder of the school year. Nothing shall  
18 preclude such an employee from applying for leave under Section 6.11 of this Agreement. The District  
19 may require reasonable proof of absence when an employee has exhausted accumulated leave  
20 hereunder.

21

22 **Section 6.2.4** Leave Sharing: Employees may donate leave to a fellow employee in accordance with  
23 current RCW, WAC, and OSPI bulletins and directives in any of the following circumstances:

24

- 25 a. The employee's doctor determines due to an extraordinary or severe illness, injury, impairment,  
26 or physical or mental condition the employee cannot work.
- 27
- 28 b. The Doctor of an employee's relative or household member determines due to an extraordinary  
29 or severe illness, injury, impairment, or physical or mental condition said relative or household  
30 member requires the employee's care.
- 31
- 32 c. An employee has been called to service in the uniform services.
- 33
- 34 d. The employee needs the time for parental leave, or the employee is sick or temporarily disabled  
35 because of pregnancy disability, as those terms are defined in RCW 41.04.655 and rules of the  
36 superintendent of public instruction.
- 37

38 The District shall implement and inform employees of all legal conditions and procedures necessary for  
39 accessing shared leave, including documentation of the need for leave, and the circumstances under  
40 which other leave must be fully or partially exhausted to be eligible for shared leave.

41

42 **Section 6.2.5** In the case of any on-the-job disability which is covered by the state Workers'  
43 Compensation system, the employee may choose, out of their accumulated Illness, Injury and  
44 Emergency leave, an allowance up to the difference between the Labor and Industries time-loss  
45 benefits and the employee's regular compensation. Employees who, prior to qualifying for  
46 compensation under Labor and Industries rules and regulations, take Illness, Injury and Emergency  
47 leave due to an on-the job assault by a student or parent, shall have three days of such leave credited  
48 back to their leave balance.

## **SECTION 6.3 - SICK LEAVE CASH OUT**

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

At a time of separation from school district employment, an eligible employee, or the employee's estate, shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each of four (4) full days accrued leave for illness or injury. An eligible employee is one who (a) separates due to retirement or death; or (b) is at least fifty-five (55) years of age and has either ten (10) years of service under TRS plan 3 or fifteen (15) years of service under TRS plan 2.

## **SECTION 6.4 - CHILDBIRTH AND CHILDCARE LEAVE**

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

### **Section 6.4.1 - Child Birth Leave**

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

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

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

Childbirth leave is the period immediately following childbirth due to a temporary disability caused by childbirth until the employee returns to work at their discretion or takes leave per Section 6.4.2.

### **Section 6.4.2 - Child Care Leave**

Child care leave refers to the period of time not to exceed 12 months:

1. after the temporary disability period related to childbirth, or
2. following the birth of an employee's child, or
3. after the adoption or fostering of a child, (or prior to the adoption if necessary to complete the adoption process), or
4. after acquiring long-term parental guardianship due to the execution of a will or by statute.

An employee will be granted up to five (5) days non-accumulative paid leave per year for a birth, adoption, fostering, or after acquiring long-term parental guardianship due to the execution of a will or by statute occurring during or adjacent to the employee work year. Additionally an employee may take a leave without pay or use some or all of their accumulated illness, injury, or emergency leave for childcare leave. Notice of the number of accumulated illness, injury, or emergency leave days the employee intends to use consecutively and intends to retain shall be provided at the time they notify the District. The notice requirements provided shall be the same as in Childbirth Leave except that the date of return shall be set at the time the leave was granted. Childcare leave is limited to twelve (12) months from the last date of the employee's childbirth leave, for employees after the birth of their child, or the date of adoption/fostering, or after acquiring long-term parental guardianship due to the execution of a will or by statute.

## **SECTION 6.5 - FAMILY ILLNESS LEAVE**

Employee shall be entitled to a maximum of three (3) days leave with pay per school year for absence caused by serious illness to an employee's child, sibling, parent, parent-in-law, grandparent, grandchild, or any person living in the immediate household as a member of the family. Leave for family illness must be approved by the superintendent on the *Pre-Planned Leave Form* (which includes the definition of serious illness as per federal and state guidelines). The *Pre-Planned Leave Form* shall be submitted prior to the event when possible. Such leave shall not be deducted from sick leave and is non-cumulative.

An employee may use accrued illness, injury, and emergency leave to care for: a) a child of the employee with a health condition that requires treatment or supervision; or b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

### **Section 6.5.1 - Additional Provisions Applicable to All Leaves Contained in Article 6**

1. Employment shall be guaranteed upon return from any leave contained in this section and shall be to the employee's former position provided the employee returns within the current year. In cases where leave extends beyond the school year, the District shall make every effort to return the employee to the same assignment. If it is not possible to return the employee to the same assignment, then the new assignment shall be to a reasonably equivalent position with at least equivalent compensation. Such position is subject to regular provisions of transfer and reduction in force.
2. The leaves contained in this Section which are without pay mean that the employee shall not accrue seniority or salary experience increment during the leave without pay.

3. In any instance that a conflict between the provisions of this section and any law may arise, the law shall take precedence.
4. During any leave contained in this Section which is without pay or benefits, insurance eligibility and benefits may be continued at the employee's option and at the employee's own expense where permitted by insurance company agreements and consistent with provisions of COBRA.

#### **SECTION 6.6 - PERSONAL LEAVE**

An employee shall be granted up to three (3) full days of paid leave each year to attend to personal, legal, business, or family matters which require absence during school hours. The employee shall, when possible, notify the District at least forty-eight (48) hours in advance of taking said leave. Unused Personal Days may be accumulated up to five (5) days.

Employees who do not use the available days may, at the end of the school year, cash in the unused days on a two for one basis. Payment shall be at the employee's per diem rate. The per diem pay will be included in the July pay warrant. Accumulated days may not be cashed out. When days are carried-over from one year to the next, use of personal leave by an employee shall first be considered to be from his/her accumulated day(s).

#### **SECTION 6.7 - BEREAVEMENT LEAVE**

Bereavement leave, with pay, shall be allowed in accordance with the following:

- a. The District shall grant to all employees five (5) days paid leave (non-accumulative) for each death in the immediate family including the immediate family. Immediate family includes: spouse, domestic partner, child, sibling, parent, family in-laws, stepfamily, grandparent, grandchild, and any person living in the immediate household as a member of the family.
- b. In addition to the above, employees shall be entitled one day (1) per year herein for other bereavement purposes.
- c. Additional bereavement leave may be allowed at the discretion of the Superintendent.

#### **SECTION 6.8 - SUBPOENA LEAVE/JURY DUTY**

Leave of absence without pay shall be granted when a teacher is subpoenaed to appear in a court of law except that leave with pay shall be granted when such subpoena is school related unless subpoena results from the employee suing the district. All employees subpoenaed to appear in court shall notify the District immediately and provide the Superintendent's office with a copy of the subpoena. Nothing in this provision shall preclude the right of an employee subpoenaed to appear in court, from demanding from the party serving the subpoena such sum as may be necessary to compensate the employee for any loss of pay from the District.

It is also understood and agreed that Emergency Leave (Section 6.2) would also qualify when a teacher is subpoenaed to appear in a court of law.

1 Leave of absence with pay shall be granted for jury duty. The employee shall notify the District when  
2 notification to serve on jury duty is received. Upon request, the employee may secure support from the  
3 District office in seeking relief from jury duty when it interferes with professional obligations to their  
4 District assignment. Any compensation received for jury duty performed during working hours shall  
5 be reimbursed to the District.  
6

## 7 **SECTION 6.9 - MILITARY LEAVE**

8

9 Every member who is a member of the Washington National Guard or of the Army, Navy, Coast  
10 Guard, or Marine Corps Reserve of the United States, or of any organized Reserve or Armed Forces of  
11 the United States shall be entitled to and shall be granted military leave of absence from employment  
12 for a period not exceeding fifteen (15) days during each calendar year. Such leave shall be granted in  
13 order that the employee may take part in active duty training in such manner and at such times as he or  
14 she may be ordered to active duty training. Such military leaves of absence shall be in addition to any  
15 other paid leave to which the employee might otherwise be entitled, and shall not involve any loss of  
16 privileges or pay. It shall be the duty of all employees who may be ordered to take part in active duty  
17 training from time to time, pursuant to the above leave policy to make every effort to schedule such  
18 training during the non-academic school year and/or non-working hours and to notify the District, as  
19 soon as known, the dates of any leave anticipated under this provision. It shall further be the duty of  
20 each employee taking military leave to supply the District with a statement of earnings from the  
21 military while on such leave.  
22

## 23 **SECTION 6.10 - MILITARY FAMILY LEAVE**

24

25 The District shall comply with the Military Family Leave as described in RCW 49.77.010. At the  
26 employee's discretion, such leave shall be with or without pay. If with pay, leave shall be deducted  
27 from Annual Leave as described in Section 6.2.  
28

## 29 **SECTION 6.11 - DOMESTIC VIOLENCE LEAVE**

30

31 The District shall comply with the Domestic Violence Leave described in RCW 49.76.030. At the  
32 employee's discretion, leave shall be with or without pay. If with pay, leave shall be deducted from  
33 Annual Leave as described in Section 6.2.  
34

## 35 **SECTION 6.12 - ATTENDANCE AT MEETINGS AND CONFERENCES**

36

37 Employees who are authorized in advance by the Board or its designee to attend meetings, conferences,  
38 symposiums and seminars as a District Representative shall be afforded leave for attendance thereat  
39 with no loss of pay, and the District shall provide District vehicles for transportation whenever  
40 possible, or shall reimburse said employees for actual travel expenses incurred at the state rate as  
41 provided by District policy.  
42

43 Reimbursement for necessary expenses such as food, lodging, and registration fees may be allowed,  
44 upon request, by the Superintendent or the Board. Detailed documentation of all expenses shall be  
45 submitted to the District office. The District shall have the right to refuse reimbursement of expenses  
46 which do not appear to be justified and reasonable. Claims for reimbursement are to be submitted on  
47 the first working day of each month.  
48



1 **SECTION 6.13 - OTHER LEAVES**

2  
3 At the sole discretion of the District, an employee may be granted up to one (1) year leave of absence  
4 without pay for the purpose of study, travel, recuperation, to care for an immediate family member,  
5 work in a professionally related field, or other approved activities, designed to improve the employee's  
6 capability and performance in connection with their employment with the District. Employees granted  
7 such leave shall notify the District in a written letter of their intent to return to their assignment by  
8 April 15th of the year in which the leave is taken. Employees on leave pursuant to the provisions  
9 hereof may, at the discretion of the District, be granted an extended leave not to exceed one (1)  
10 additional year.

11  
12 Upon return from such leave the employee shall be given the same job assignment as last held, if  
13 possible, or in the alternative, the employee shall be assigned to a substantially equivalent assignment.  
14 Nothing herein shall be construed, in any manner, to convey to or confer upon any employee, the right  
15 to receive such leave, and the District retains the right to deny any and all applications for such leave  
16 for any reason.

17  
18 **SECTION 6.14 - LEAVE FOR APPOINTED OR ELECTED OFFICE**

19  
20 The District will grant leave without pay or benefits to employees to serve in, or to campaign for, an  
21 elected or appointed local, state or national political office. The period of leave must be requested  
22 sufficiently in advance to allow the District to secure an acceptable substitute for the employee while  
23 on leave.

24  
25 **SECTION 6.15 – LEAVE FOR RELIGIOUS HOLIDAYS**

26  
27 Each employee is entitled to use two days of sick leave and one unpaid holiday per calendar year for a  
28 reason of faith or conscience or an organized activity conducted under the auspices of a religious  
29 denomination, church, or religious organization.

30  
31 **ARTICLE VII - SALARIES, STIPENDS AND BENEFITS**

32  
33 **SECTION 7.1 - SALARY PAYMENT PROVISIONS**

34  
35 **Section 7.1.1** All salaries shall be paid in accordance with the employee's placement on the base and  
36 Professional Learning/Enrichment salary schedules attached as Appendices B-1 through B-3 in  
37 accordance with the rules in Section 7.2.

- 38  
39 a. Increments will be fully paid from the start of the work year.  
40  
41 b. The Professional Learning/Enrichment stipend will be paid on a supplemental contract and will  
42 compensate employees for the responsibilities that are outside of the state's basic education  
43 commitment.  
44  
45 c. Each cell of the Base and Professional Learning/Enrichment salary schedule shall be increased  
46 by IPD + 0.5% for the 2021 - 2022 school year.  
47  
48 d. Additionally:

- Each employee regardless of FTE shall be paid an additional stipend of \$500 on their September 30, 2021 pay warrant.
- On August 31, 2022 each cell on the salary schedule will automatically be increased by \$500.
- All increases to the 2022 – 2023 salary schedule, including IPD, shall be based on this revised salary schedule.

**Section 7.1.2** All certificated employees shall be paid in twelve (12) equal monthly installments, which installments shall be issued to the employees on the last business working day of each month, provided that employees hired after the start of the year shall be paid in equal monthly installments for the number of months remaining in the fiscal year.

**Section 7.1.3** In the event of mistake in payment, the following rules shall apply:

- a. In the event of underpayment, correction will be made on the employee's next paycheck, provided the District is notified by the 10th of the month, otherwise on the following paycheck.
- b. In the event of overpayment of more than one hundred (\$100.00) dollars as an accumulative total, the employee shall have one of these two options:
  - 1. The overpayment may be deducted from the employee's check prorated over the remaining months of the contract, or
  - 2. The method of repayment may be negotiated between the employee and the District. (The employee may be represented by the Association.)

**Section 7.1.4** Employees shall have these options regarding payment for supplemental contract salaries or stipends:

- a. The employee may elect to have the amount owed paid in equal monthly installments over twelve (12) months, September through August. For employees hired after the start of the school year, the amount owed will be paid in equal monthly installments for the number of months remaining in the fiscal year, or
- b. The employee may elect to have the amount paid in one lump sum after completion of duties.
- c. If an employee resigns/terminates employment with the District he/she will receive a proportionate amount of the Professional Learning/Enrichment stipend based on actual FTE worked.

**Section 7.1.5 - Compliance Intent**

It is the intent of the parties to comply with the limitations imposed by state law in effect on the effective date of this Agreement. No provision of this Agreement shall be interpreted or applied so as to place the District in breach of salary limitations imposed by State law or to subject the District to a state funding penalty.

1 **Section 7.1.6 - Reopener**

2  
3 Salary schedules and stipends may be reopened by the District or Association for negotiations in any of  
4 the following events: 1) the present salary limitations laws are voided as applied to the District by a  
5 final and binding court order; or 2) the legislature, OSPI, or State Board add, remove or amend the  
6 present salary limitations as applicable to the District; or 3) the legislature increases or decreases  
7 funding for salaries or changes the manner and flexibility in which funding may be used, including  
8 local revenue and state funding for professional learning days. Insurance benefits may likewise be  
9 reopened by the District or Association in the event state benefit laws are voided, removed or eased.

10  
11 During the term of this agreement, should the legislature authorize an increase over the current levy  
12 collection limit or regionalization factor, the Association may reopen compensation for negotiation.

13  
14 It shall be understood and agreed that during the period that the parties are bargaining over such  
15 reopened issues, Section 2.6 (No Strike), shall not be enforceable by the District, provided that nothing  
16 herein contained shall be construed, in any manner, as an authorization, approval or tolerance by the  
17 District of a strike, work stoppage, work slowdown, or other concerted activities inimical to the  
18 operation of the District and the District shall retain, in all respects, its rights to seek relief there from,  
19 should such activities occur, in the courts or otherwise.

20  
21 **Section 7.1.7 - Double Levy Failure**

22  
23 The parties agree that if, during the term of this Agreement, the District suffers a double Educational  
24 Programs and Operation (Enrichment) levy failure, the GFEA will be asked to directly assist the  
25 District in modifying existing programs for the following school year.

26  
27 Following good faith efforts to reach agreement on program reductions and determination of the total  
28 District expenditures, the District may determine that compensation items beyond state funded salary  
29 shall be paid at 40% of the current school year existing amounts. This may apply to supplemental  
30 contracts and stipends for the following sections of this agreement: 7.1.1 (Salaries), 7.9  
31 (Supplies/Materials Stipend), and 7.10 (Tuition Reimbursement). If the District continues to suffer  
32 levy failure these items will be null and void for the following school year. If the levy passes on  
33 submission in a calendar year, the District's obligation to these items shall be reinstated in full during  
34 the calendar year. There would be no distribution during failing year(s).

35  
36 **SECTION 7.2 - PROVISIONS GOVERNING EMPLOYEE SALARY SCHEDULE**  
37 **PLACEMENT**

38  
39 Except as modified herein, employees shall be placed on the salary schedules in accordance with the  
40 rules for education and experience applicable to the state's Salary Allocation Model in the 2017-18  
41 school year as reflected in Chapter 392-121 WAC and OSPI's rules applicable to the submission of the  
42 S-275 report. Experience and education recognized by the District for salary schedule placement prior  
43 to the 2018-19 school year shall continue to be recognized for the duration of the current agreement.

44  
45 **Section 7.2.1** Approved credits must be earned prior to September 15 to be used in salary calculations  
46 for that year. All approved credits earned after September 15 will be used for the following academic  
47 year's salary calculations.  
48

**Section 7.2.2** To qualify for placement on a salary schedule, official transcripts of all college or university work must be submitted and be filed in the office of the Superintendent no later than October 1. If for some circumstances beyond the control of the employee, the college transcripts are not available and the District has been advised in writing via the college, instructor, or grade report prior to October 10, the teacher shall be granted the allowance for credit. If the transcript does not thereafter reach the District by January 15. The credit will be cancelled, and all overpayment shall be repaid to the District. Documentation that arrives after September 15 and prior to October 15 will begin their new placement on the October payroll.

**Section 7.2.3** Classification on the schedule is for a full school year and retroactive to the first day of the school year if submitted in a timely manner.

**Section 7.2.4** Pre-authorization is not required when attending state approved workshops or conferences when credits/clock hours are provided. Documentation for salary placement will be in the form of clock hour verification forms, in-service verification registration forms or sealed college transcripts.

**Section 7.2.5 ESA Non-School Experience** Non-school professional experience of ESA staff shall be recognized as follows:

- a. An employee holding an ESA certificate (SLP, OT, PT, Psychologist, Audiologist, Nurse, Teacher of the Visually Impaired, Orientation and Mobility Specialist, Social Worker, Counselor) will be granted years of clinical experience in non-school employment provided that a certificate/license was required for the non-school position.
- b. One (1) year of service in a non-school position counts as one (1) year of service for the purposes of determining service credit.
- c. Non-school years as provided in this subsection shall not be applied to service credit totals for purposes of any retirement benefit under Chapter 41.32, 41.35, or 41.40 RCW, or any other state retirement system benefits.

## **SECTION 7.3 - LONG-TERM SUBSTITUTES' COMPENSATION**

Application of this Agreement to bargaining unit certificated substitute employees is limited to the following sections:

**Section 7.3.1** Substitute employees employed by the District on a daily basis will be paid not less than \$165 for each day. The District may increase said daily rate during the term of the Agreement. No other compensation, benefit or provision of this Agreement shall apply to said bargaining unit substitutes.

**Section 7.3.2** Substitutes working more than twenty (20) consecutive days in the same assignment will be placed on the Certificated Salary Schedule on the twenty-first (21st) day based on the substitute's experience and training. Compensation for all benefits provided in this Agreement will be prorated. Such substitutes may also be eligible for SEBB insurance benefits (see Section 7.5 for eligibility provisions).

**Section 7.3.3** The District shall first attempt to contact all certificated substitutes before contacting emergency certificated substitutes.

**Section 7.3.4** Should a substitute's certificate expire, the substitute will not be eligible to be hired as a certificated substitute until a new certificate is issued. The substitute shall be paid at the current substitute rate, as outlined in Section 7.3, for any days worked prior to the expiration or discovery of the expiration of his/her certificate.

**Section 7.3.5 -**

Substitutes shall not be dropped from the substitute employment pool, thus ending the employer-employee relationship solely as result of reaching the minimum eligibility requirement.

**SECTION 7.4 - TRAVEL EXPENSES**

Employees utilizing their private automobile to travel on authorized school business shall be reimbursed at the maximum rate allowed by the IRS. Travel between two schools with adjacent campuses shall not be considered authorized school business travel.

New employees shall be notified that the position they are being offered requires travel to more than one work site or home visitations. All employees who travel to more than one work site during a school day or perform home visits shall be reimbursed at the maximum rate allowed by the IRS. Should an employee's private automobile not be available due to an emergency, the District and Association will work together to assure the employee has transportation to their worksites.

Employees working at more than one site during the work day shall be provided at least 20 minutes travel time which shall not infringe on the employee's individual planning time or duty free lunch. Designated parking spaces with close access to the employee's work station at the employee's work sites shall be reserved for itinerant employees use. An employee assigned to two or more levels (elementary, middle school, high school) for instructional services shall be provided the preparation time accorded to other teachers at the level for which the employee works fifty percent (50%) or more of their time.

**SECTION 7.5 - INSURANCE BENEFITS**

**Section 7.5.1 - School Employees Benefit Board (SEBB) Program**

Beginning January 1, 2020, the District shall provide the full portion of employer contributions toward SEBB premiums for all certificated staff who meet the eligibility requirements outlined in Section 7.5.4 below. SEBB mandatory benefits currently include medical, basic life and accidental death and dismemberment (AD&D), basic long term disability, vision and dental.

SEBB may also offer additional optional employee paid benefits, including: additional life or LTD, medical flexible spending arrangements (FSAs), and dependent care assistance program (DCAP) as a payroll deduction.

**Section 7.5.2 - Enrollment**

An annual open enrollment period will be provided for all eligible employees. The benefits year runs from January through December. New employees hired after the beginning of the school year shall have up to thirty (30) calendar days to enroll in approved insurance plans.

1  
2 **New Dependents/Qualifying Events**

3 When an employee experiences a qualifying event (for example, birth or adoption of a child, marriage,  
4 divorce, etc.), to the extent allowed by SEBB, they may add or drop dependents from the employee's  
5 medical insurance provided the changes are made within sixty (60) days after the qualifying event.  
6 Employees must provide notice to the District, in writing, when a dependent is no longer eligible for  
7 benefits.

8  
9 **Section 7.5.3 - Payroll Deduction**

10 The District shall deduct from employees' monthly salaries the amount necessary to pay the employee  
11 portion of medical coverage costs and any SEBB covered supplemental insurance costs.

12  
13 **Section 7.5.4 - Eligibility and Methodology to Determine Benefits**

14 Each eligible employee will receive benefits in accordance with the following:

15  
16 Employees, including substitute employees, who are anticipated to work 630 or more hours over the  
17 course of a school year are eligible for full benefits under SEBB. A school year is defined as September  
18 1 through August 31. Paid leave hours shall count towards eligibility for benefits under this section  
19 when allowed by SEBB regulations or official SEBB guidance. Employees on unpaid leave status will  
20 be considered in an employment status for the provisions of this section.

21  
22 All contracted work hours in any position within the district shall count for purposes of establishing  
23 eligibility.

24  
25 After the start of the school year, and at such time as an employee has worked or is anticipated to work  
26 630 hours, the effective date of coverage is the employee's first day of work. Employees hired late in  
27 the school year but who are anticipated to work 630 or more hours the following year, the effective  
28 date of coverage is based on the HCA rules for mid-year hires.

29  
30 Any employee who worked 630 hours in the previous year and is returning to a similar position at the  
31 same FTE, or higher, for the upcoming school year will be deemed eligible for benefits accordingly.

32 Eligible employees may enroll eligible dependents. Eligible dependents, for the purpose of SEBB  
33 include:

- 34 a. Legal spouse or state registered domestic partner  
35 b. Children up to age 26 (biological and adopted children, children of the  
36 employee's spouse or state registered domestic partner, children for which a  
37 court order or divorce decree created a legal obligation to provide support or  
38 health care coverage); and children of any age with a developmental or  
39 physical disability that renders them incapable of self-sustaining employment  
40 and chiefly dependent upon the subscriber for support.

41  
42 Any employee eligible for benefits who terminates the employee/employer relationship shall continue  
43 to receive benefits through their final month of employment. When employees eligible for benefits  
44 separate from employment after completion of the employee's full contract obligation the benefit  
45 coverage will be effective until August 31. If a retiree chooses a July 1 retirement date, their benefits  
46 will end on June 30. The District will offer to meet with each employee resigning/separating from the  
47 District for the purpose of reviewing the termination of the employee's benefits, prior to the potential  
48 termination of benefits.

1  
2 **Section 7.5.5 – Waiving SEBB Coverage**

3 Eligible employees, who have other employer-based medical insurance coverage, Tricare or Medicare,  
4 may waive SEBB medical insurance and not be responsible for a monthly premium. Waiving SEBB  
5 medical coverage in a given year does not prohibit an eligible employee from enrolling in subsequent  
6 years. All eligible employees will be required to enroll in a dental, vision, basic life and accidental  
7 death and dismemberment (AD&D) as well as basic long-term disability insurance for themselves,  
8 regardless of whether they waive SEBB medical coverage.  
9

10 **Section 7.5.6 - Compliance and Interpretation**

11 The parties to this Agreement agree to abide by State laws relating to school district employee benefits.  
12 All of the provisions of Section 7.5 shall be interpreted consistent with the rules and regulations of  
13 SEBB.  
14

15 **Section 7.5.7**

16 If the Washington State Legislature changes provisions of SEBB to allow for changes in employer  
17 contributions towards elective benefits, or substantially changes the medical coverage provisions,  
18 either party may reopen Section 7.5 for negotiation over the changes to the extent allowed by law.  
19

20 **Section 7.5.8**

21 The District will continue to pay the full employer premium for any employees on FMLA (Washington  
22 State or Federal) approved leave without pay who have worked 630 hours or are anticipated to work  
23 630 hours. Employees on extended leave without pay may, at their option, elect to purchase continued  
24 insurance coverage under the group plan as directed under the Consolidated Omnibus Reconciliation  
25 Act (COBRA) OF 1985, so long as they remain eligible for such coverage.  
26

27 **Section 7.5.9 District Supplemental Benefits**

28 The District and Association may agree to offer supplemental optional benefits that are separate from  
29 and beyond the benefits offered under SEBB.

30 Voluntary Employees' Beneficiary Association (VEBA) – The District shall contribute fifty-one dollars  
31 and 50 cents (\$51.50) per FTE employee per month into each employee's VEBA account.  
32

33 Upon notification by the Association, the District shall make a monthly employee contribution as  
34 established by the bargaining unit to each employee's VEBA account.  
35

36 **SECTION 7.6 - PAYROLL DEDUCTIONS**

37  
38 All salaries are subject to payroll deductions from an employee's regular pay for:

- 39  
40
  - State Teachers or State Employment Retirement Systems;
  - Federal Income Withholding Tax;
  - FICA;
  - L & I Tax
  - Absence not provided for by paid leaves (computed at per diem based on the employee's annual salary for each day's absence).  
46

47 The following deductions from the employee's regular pay may be made if authorized by the  
48 individual:

- Additional withholding tax;
- Approved medical plans;
- Salary insurance;
- Approved tax sheltered annuities;
- Credit union deductions;
- Other approved insurance programs; and/or
- Association membership dues.

## **SECTION 7.7 - HOURLY RATES**

When the District employs or expects members of the bargaining unit to participate in special non-teaching projects outside the work day and/or work year including, but not limited to, curriculum development projects, trainings, committee work, IEP attendance, the rate of pay shall be \$40.00. Trainers and leaders will be paid a rate of \$45.00. Summer school instructors shall be paid their regular per diem rate of pay.

## **SECTION 7.8 - CERTIFICATION SUPPORT**

Each certificated employee in their second through fifth year of teaching experience (excluding substitute teaching) shall have available two hundred fifty dollars (\$250) per year to help pay for pro-cert costs. An individual's unused money at the end of the contract school year shall be rolled into the next school year until the year after the employee's fifth year of teaching experience.

ESAs with current national certification from their respective associations shall receive a stipend of \$500 per year. Legislative action to fully fund ESA certification shall supersede this provision.

Employees earning their National Board Certification shall receive a stipend in the amount designated through legislative action.

Employees who are candidates for initial National Board Certification will be eligible for reimbursement of \$1,000 upon submission of evidence of candidacy for National Board Certification. The funds may be accessed and carried over for a period of 1 to 3 years. Employees who are applying for a renewal of National Board Certification will be eligible for reimbursement of \$250.

## **SECTION 7.9 - SUPPORT FOR ASSIGNMENTS**

A non-provisional employee involuntarily assigned to instructional duties at another level (elementary, middle school, high school) or in a department in which the employee has not been assigned within the last five (5) years shall be allotted \$250 for reimbursement of tuition, fees or other professional development costs related to the new assignment.

As programs develop by choice or by state/federal requirement, there may be situations in which additional training would enhance an employee's instruction while advancing the program within the district. Among such programs but not all inclusive are CTE, AP, Highly Capable, EL. As such development and needs arise, the District and impacted employees would meet to discuss such additional training, opportunities and possible funding to support such training.



## SECTION 7.10 - BUILDING BUDGETS

In the spring of each year the principal will inform the building staff in writing of the estimated budget for the subsequent school year, including the amounts of money available for expenditure by each dept./grade level, CTE class/program, and Learning Improvement Team.

## SECTION 7.11 – WA-AIM STIPEND OR TIME

Any employee required to complete WAAS portfolios shall be provided with time and/or compensation for this work upon consultation with the Director of Special Education.

### **Section 7.12 – Per Diem Rate of Pay**

For the purposes of this CBA, the per diem rate of pay shall be calculated by taking the employee's base contract and dividing by the total number of workdays (183 workdays in 2021 – 2022).

### **Section 7.13 – Contracts in Excess of 1.0 FTE**

Prior to offering additional FTE to a 1.0 FTE employee the District will:

- A. Annually, post the vacancy and seek qualified internal (part-time) employees and external candidates.
- B. Examine the master schedule to determine if internal staffing assignments can be altered to resolve the additional FTE need.
- C. The District shall confirm with the Association President that A. and B. have occurred, then advise the Association President when an employee is requested to accept any increase above a 1.0 FTE contract (up to a maximum of an additional .2 FTE, or 1.2 FTE total) so that the Association may confer with the employee as necessary. Exceptions to this limit can be made in extraordinary circumstances with agreement by the employee, District and Association.
- D. An employee that accepts a contract in excess of 1.0 FTE will have a proportional increase in their base and supplemental contracts, overload, caseload-related stipends, extended days, and IEP release days. These increases shall be pro-rated effective the start date of the additional FTE. No adjustments will be made to benefit allocations or leave allocations. Employee leave deductions will be reflective of their 1.0 contract.
- E. Any portion of the FTE above 1.0 will be issued in a separate contract.
- F. The separate contract portion above 1.0 FTE shall be issued year-to-year with no guarantee for the following year.

## **ARTICLE VIII - OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

### **SECTION 8.1 - WORK YEAR**

- a. The employee work year shall consist of 183 days. Included in the basic work year shall be the following:
  1. One hundred seventy- nine (179) instructional days for students.
  2. One (1) non-instructional day to prepare for the opening of school with one-half (3.5 hours) of the day planned by building administration and one-half (3.5 hours) of the day planned by individual employees.
  3. Three (3) non-instructional days prior to the school year for professional development planned and coordinated by the professional development steering committee (Transforming Professional Learning building leaders). The committee shall include an equal number of teachers appointed by the Association President and administrators appointed by the District Superintendent.
  4. First year employees: Orientation will include four days, with a minimum of the equivalent hours of one day to be used at the discretion of the employee to work in their classroom. Orientation for Special Education teachers will include an additional day to focus on Special Education.
  5. In the event of school closure due to inclement weather or other emergencies, make-up days shall be added at the end of the school year.
  6. Holidays and other non-work dates as identified on Appendix D.
- b. The regular length of the student school day shall be modified on certain days as follows:
  1. There shall be four (4) full days for elementary, middle school and Crossroads conferences: two (2) in the fall and two (2) in the spring. It shall be the expectation that all parents will be scheduled for a face-to-face conference or video teleconference. There shall be four (4) half-days for high school conferences: two (2) in the fall and two (2) in the spring. In exchange for an evening of conferences, employees shall be allowed to leave campus at the same early release time as students on the Wednesday prior to Thanksgiving and the Friday prior to Spring Break. If the Wednesday prior to Thanksgiving is a non-work day, then the half day shall be placed the Friday prior to Memorial Day weekend. The dates for the conferences are identified on the work year calendar in Appendix D.
  2. Students will be released eighty minutes early on each Wednesday of each week (except for conference weeks). The last two (2) early release Wednesdays prior to the last day of school shall be designated for grading/report card preparation. The District and Association shall designate five (5) Wednesdays per year for collaborative/PLC work among job-alike colleagues, in addition to ten (10) Wednesdays for employee directed planning, professional development or collaboration. One early release period shall be used for District mandated

trainings. All of the other release periods shall be used by staff for collaborative work (Professional Learning Communities, see section 8.11).

3. The last day of school shall be a half-day for students (students released 3.25 hours early).
  4. Employees and students will be released early on the day before Winter Break begins (3.25 hours for students; 3.75 hours for employees).
  5. Students shall be released 3.25 hours early at the end of first semester. Employees shall use the time for end of semester grading/report cards and second semester planning.
- c. For 2021 – 2022, the work year calendars consistent with the provisions above are printed in Appendix D.
  - d. Attendance is required at Open House, for the elementary and middle school staff, and at Graduation or Culminating Project presentation for the high school staff.

**Section 8.1.1 - Calendar** Should snow or other conditions cause the District to close on an employee only day, the District and the Association shall bargain the make-up of this day within ten (10) days of the closure. Acknowledging the planning needs of employees and the community for the 2021-22 school year, the District and Association agree to participate in a calendar planning committee consisting of six (6) teachers appointed by the Association President, six (6) classified employees of the District appointed by the president of the bargaining unit represented by Public School Employees of Washington, three (3) administrators appointed by the Superintendent and three (3) parents appointed by the Superintendent. The committee shall meet and make a recommendation to the Association and District bargaining teams by May 1, 2021, regarding and limited to four (4) pieces of the calendar: (a) the first day of school for students; (b) the Winter Break; (c) the Mid-Winter Break; and (d) the Spring Break. The parties recognize that the work days and dates for employees represented by the Association are a negotiable item. Both the District and Association will give due consideration to the committee's recommendation during the collective bargaining process.

**Section 8.1.2 - State Workshops** The District will pay the registration fees and related expenses for workshop attendance or trainings approved by the District.

**Section 8.1.3 - Extensions** Any extension of days beyond the regular employee contract shall be paid on the prorated basis of 1/181st of the employee's contracted rate of pay. Employees whose extended contracts require them to start work prior to the effective date of this Agreement shall nevertheless be considered to be working under this contractual Agreement.

The District may offer extended days to employees who are supplemental and apart from the regular employee contract assignment. Supplemental contracts will be issued on an annual basis subject to bargaining.

No employee shall be offered an extension or a contract greater than a 1.0 without consulting the Association President.

**Section 8.1.4** Teachers shall be provided a minimum of three (3) workdays to record and report final student grades at the end of each grading period.

**Section 8.1.5** The Association and the District agree that the cornerstone of student learning is high quality instruction. We further agree that time spent to support that instruction, both independently and collaboratively, is essential, and that communication and engagement with families and the community, and support of school events during and outside of the school day, are necessary and good. The methods and manner of engagement should be reviewed rigorously and regularly in order to confirm that time is spent in the manner that best supports student learning.

The Association and District are committed to address key issues of the use of time. Prior to each school year, each building leadership team shall engage staff in a discussion regarding how best to utilize the valuable resource of time. Time discussions may include but are not limited to:

- a. Prioritizing the use of meeting and activity time
- b. Determining meetings or activities to excuse some staff from attending which their individual participation is not necessary
- c. Look for opportunities to reduce the number of meetings, activities and/or school events.

**Section 8.1.6 - WaKIDS** For school participating in the Kindergarten Inventory of Developing Skills (WaKIDS), the first four (4) student days shall be used to gradually introduce small groups of students to their classroom and hold conferences with parents/guardians and their child. Kindergarten teachers will be provided with a tablet computer and access to District WIFI in order to record and submit data. Each participating teacher shall have access to one (1) release day to help complete assessments and/or enter data. This level of support is based on one fall WaKIDS implementation only.

Para support (1 para per classroom) shall be provided the first ten (10) student days of the school year.

### **Section 8.1.7 – Report Cards**

Report cards shall be prepared and provided to parents/guardians for all K-12 students twice per year (semesters). Student Cumulative Files shall be updated at the end of each school year by classified staff at each building. No elementary staff meetings or IEP meetings shall be scheduled during the week prior to report cards being due (except for emergencies).

**Section 8.1.8** Employees in certain assignments identified in Appendix J will be compensated for the additional workdays provided therein.

## **SECTION 8.2 - WORK DAY**

**Section 8.2.1** The length of the regular work day shall be seven and one half (1/2) hours, inclusive of a minimum thirty (30) minute lunch period.

**Section 8.2.2** All employees shall be available for student and/or parent conferences in their regular assigned building for a period of not less than thirty (30) minutes prior to the beginning of the students' school day and for a period of not less than thirty (30) minutes immediately following the students' school day.

**Section 8.2.3** All employees shall make due preparation for their duties. Such preparation is part of the employee's regular workday. Elementary teachers shall not be assigned supervisory duties of

1 students during student recess periods unless required by an emergency (including when classified staff  
2 coverage is unexpectedly unavailable).

3  
4 In addition, the District shall assure that each elementary teacher (grades K-5) has at least 210 minutes  
5 per week of preparation during the student day in blocks of at least 30 minutes each, for non-  
6 instructional duties of planning and preparation. The District shall assure that each secondary  
7 classroom teacher will have one classroom period per day of non-instructional duties for planning and  
8 preparation, provided the District shall have complete and absolute discretion regarding the scheduling  
9 of student classroom periods.

10  
11 During parent-teacher conference days or other early release days, preparation time is part of the  
12 regular workday and is scheduled during the student day (i.e., when students are present at school).  
13 During such weeks, secondary teachers will have one period of preparation time per day provided.  
14 During weeks with an early release day, elementary teachers will have at least 30 consecutive minutes  
15 of preparation time provided daily, with 210 minutes of overall preparation time provided per week.  
16 During conference week (5 days), elementary teachers will have at least 30 consecutive minutes of  
17 preparation time provided daily with at least 150 minutes of overall preparation time provided per  
18 week.

19  
20 Each teacher shall be accountable to their supervising principal for the use of such planning and  
21 preparation time allowed hereunder; provided, the teacher shall have reasonable discretion to utilize  
22 such planning and preparation time to do the work necessary to fulfill their professional  
23 responsibilities.

24  
25 **Section 8.2.4** Any teacher may voluntarily assume District assignments during the teacher's normal  
26 planning and preparation time or during other non-instructional time of the workday, but shall not be  
27 obligated to do so.

28  
29 If such assignments are assumed, including covering another employee's class or activity period, the  
30 employee shall be compensated at an hourly rate based on the employee's per diem rate of pay for each  
31 class or activity period.

32  
33 Each building leadership team shall create a plan for when a substitute is not available in the building.  
34 The plan shall include a rotation of building staff who will cover for absent teachers. As a last resort, at  
35 the elementary level, the plan shall include how to divide students among certificated staff members in  
36 the building.

37  
38 In the event a teacher substitute shortage results in an elementary classroom teacher assuming  
39 responsibility for an additional class for a minimum of thirty (30) minutes, (i.e., their own class and  
40 another teacher's class, or portion thereof) at the same time, that teacher will be paid the current daily  
41 substitute rate. If two or more teachers assume the responsibility for the class, each teacher shall  
42 receive \$20 per student in attendance with a cap not to exceed \$400 per absence. This additional  
43 compensation is in lieu of any overload pay for that class coverage.

44  
45 **Section 8.2.5** An employee teaching a morning and afternoon kindergarten session shall be provided  
46 no less than thirty (30) minutes, excluding duty free lunch period, for transition between the sessions.  
47

### SECTION 8.3 - CLASSROOM VISITATION

To assure minimal interruption to student learning, the following will occur:

Principals will confer with employees to arrange a convenient time for classroom visitations by parents or patrons. Employees shall be given an opportunity to confer with such visitors prior to and/or subsequent to any visit.

### SECTION 8.4 - EMPLOYEE FACILITIES AND SAFETY

The District will make every effort to furnish employees with their own exclusive unshared work space. The District will furnish necessary spaces, equipment, and materials to carry out the assigned work, as well as restroom facilities and furnished faculty lounges in each school separate from students. The District shall provide a safe and healthy work environment free from unsafe, unhealthy or hazardous conditions. All employees will follow employment practices which will not cause or create safety or danger hazards to themselves, students, or other persons in or about the school premises or other facilities and places being used within the scope of the employee's duties.

The use of tobacco products by employees on District property shall be subject to the same policy as applied to all school patrons. Violations of said policy by employees may result in a written reprimand.

To assure employees are not exposed unnecessarily to communicable diseases and parasites, guidelines set for by the Snohomish Health District relevant to communicable diseases and parasites will be followed.

Any employee who must be excluded from his/her work site as a result of an order by the Public Health Department relating to an outbreak of a vaccine preventable disease, and who has submitted to the District a claim of either a religious objection to, or medical exemption from, the necessary immunizations, shall suffer no loss of pay as a result of the exclusion, provided:

- a. The employee accepts an assignment to an alternative work site as identified by the District, if available, during the period of exclusion; or
- b. The employee utilizes his/her accrued leave as identified in Article 6 if no alternative worksite is identified.

If an employee asserts an exemption as described above, they may be asked to provide the District with a verification of the exemption.

Any employee who does not provide documentation of their immunization and subsequently is excluded from their work site as a result of an order by the Public Health Department, shall be offered the options in paragraph (A) above provided the employee provides the district proof of attempts to obtain the documentation or vaccinations.

Any employee who cannot be placed in an alternative assignment and runs out of paid leave shall be placed on unpaid leave. When the health emergency is lifted, all employees on paid or unpaid leave shall return to their current position.

When the school start time for students is delayed due to inclement weather or other hazards, employees will report to work as soon as is reasonably safe. If an employee cannot arrive prior to the late start, the employee may access Emergency Leave (Section 6.2).

## **SECTION 8.5 - SUMMER SCHOOL AND ADULT EDUCATION**

In the event that the District shall offer either a summer school program or an adult education program, outside of and apart from the regular school year program, the District shall provide adequate notice of such program(s) including notice of all teaching positions which are available.

Summer school work will be subject to the following:

- Positions will be posted;
- Preference will be given to senior, highly qualified applicants (as defined in Section 8.6.3) with appropriate grade level experience, endorsements, and training;
- Pay will be at the selected applicant's per diem rate.

## **SECTION 8.6 - LAYOFF AND RECALL**

In the event the District, for a succeeding school year, anticipates a need for fewer continuing contract employees (after considering attrition due to retirement, resignations, nonrenewals and leaves) based on projected student enrollment for the following year or a significant change in available revenue and resources compared to the current year, then the District may consider application of the following layoff and recall procedures.

### **Section 8.6.1 - Criteria**

- a. Legal qualifications, under current law and regulations, necessary to fill certificated personnel positions with the District;
- b. Qualifications predicated upon training and education, specialized certificates and credentials in teaching experience, to fill the projected programs and positions;
- c. Possession of a continuing or professional certificate as opposed to temporary or provisional certificates; and;
- d. Seniority.

### **Section 8.6.2 - Definition of Seniority**

Seniority is defined as length of certificated employee service within the District as of the employee's first working day; provided that any employee employed or to be employed by the Board shall be granted full seniority credit for each year or portion thereof for teaching or other certificated employee experience from any district(s) in the State of Washington. Less than full year certificated employee experience shall be computed as the actual number of days employed by a district(s) as a full-time teacher or other position requiring a certificate, excluding any substitute service.

1 Less than full-time teaching or other certificated experience shall be computed on the basis of the ratio  
2 of actual assigned work time per year to the amount of actual assigned work time for full-time  
3 employees for purposes of placement on the seniority list.  
4

5 By November 1 of each school year the Board will publish and make available via district email to all  
6 employees and the Association, a seniority list ranking each employee from greatest to least seniority.  
7 Any employee who believes that their seniority is incorrect may file a written grievance directly at Step  
8 II (Superintendent Level) for resolution and thereafter proceed to arbitration consistent with the  
9 Grievance Procedure.  
10

11 The Board shall provide to the Association a second seniority list by March 1 of each school year  
12 which shall include any correction, deletions and additions of personnel for the school year occurring  
13 since November 1, ranking each employee from greatest to least seniority.  
14

15 In the event that more than one individual employee has the same seniority ranking, all employees so  
16 affected will be ranked in accordance with the total seniority as certificated employees in the District  
17 from greatest to least.  
18

19 In the event that more than one individual employee has the same seniority ranking after applying the  
20 above provision, all employees so affected will be ranked in accordance with the total number of  
21 education credits beyond the BA Degree submitted to the District as of October 1 of the then current  
22 school year.  
23

24 In the event that more than one individual employee has the same number of credits after applying the  
25 above provisions, all employees so affected shall participate in a drawing, by lot, to determine position  
26 on the seniority list. The Association and all teachers so affected shall be notified in writing of the  
27 date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place  
28 which will allow affected employees and the Association to be in attendance.  
29

### 30 **Section 8.6.3 - Qualifications**

31

32 For purposes of these provisions, an employee shall be deemed "qualified" if he or she satisfies the  
33 following:  
34

- 35 a. The employee has a valid Washington State Certificate as required for the position(s) under  
36 consideration; and  
37
- 38 b. The employee has had actual certificated employment experience with the District in the  
39 category in which the position(s) being considered is placed, and has no evidence in his/her  
40 personnel file which indicates that the experience was not successful.  
41

### 42 **Section 8.6.4 - Recall Procedure**

43

44 All teachers receiving, on or before May 15, a layoff notice shall be subject to recall as provided below,  
45 during the academic school year immediately following such notice.  
46

47 It is understood and agreed that, although employees properly laid off pursuant to the terms hereof, do  
48 not have a continuing contract guaranteeing them a certificated employment position and a salary for



the forthcoming fiscal year, each laid off teacher shall be considered as having employment status with the District for purposes of recall, during the school year immediately following such layoff.

In the event that additional vacancies or new positions become available in the District, the Board shall first recall all employees who have been laid off in accordance with these provisions before employing additional persons to fill such positions, so long as the qualification requirements are met. Employees with the greatest seniority and necessary qualifications as provided herein shall be recalled to available positions first.

The Board shall give written notice to recall from layoff by sending a registered or certified letter to said employee at his/her last known address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the employee. It shall be the responsibility of the employee to notify the Board of any change in address. Failure to accept an offered position within fourteen (14) calendar days from the date of such offer shall terminate all of the employee's employment rights with the district.

Employees in the recall pool, as herein provided for, shall be given preference for any substitute teaching assignments, which they request, over any other equally qualified applicant.

## **SECTION 8.7 - WORKLOAD**

**Section 8.7.1** The parties recognize that class size, as regards specific classes and grade levels, can have an effect upon the educational process, but that a rigid numerical limitation on class size within the District may restrict needed flexibility and that class size must reflect the individual school needs and unique problems, provided the parties agree as follows.

**Section 8.7.2** The guidelines herein set forth are computed to exclude administrators, librarians, counselors, student service personnel, Title I reading employees, and learning support employees as assigned to such positions on an FTE basis.

**Section 8.7.3** Employees' classes will be so composed that the classroom responsibilities of the respective employees in a grade or school shall be fairly apportioned by gender, class size, academic ability, behavior and Title I/LAP students (unless requested by a teacher).

### **Section 8.7.4 - K-5 Classrooms**

The following numbers are contingent on state funding for class size reduction as passed in the 2018 appropriations act.

Grade	staffing goal	overload trigger
K	20	23
1	20	23
2	20	23
3	20	23
4	27	28
5	27	28

1 The maximum number of students assigned to K-3 classes shall be 5 more than the staffing goal  
2 numbers above. No class shall remain at 6 above the funded staff numbers above in excess of 15 school  
3 days. Classes with 3, 4 or 5 students above the funded staffing numbers above shall qualify for  
4 overload assistance of \$25 for each school day their class remains at least 3 students above the funded  
5 staffing numbers above.

6  
7 The maximum number of students assigned to 4-5 classes shall be 30. No class shall remain at 31 or  
8 more students in excess of 15 school days. Classes with 28 or more students qualify for overload  
9 assistance. An employee assigned 28, 29 or 30 students will be paid \$25 for each school day their class  
10 remains above 27 students.

#### 11 12 **Section 8.7.5 - 6-12 Classrooms**

- 13  
14 a. Per class: The maximum number of students assigned to a 6-12 class period shall normally be  
15 30. No class shall remain at 33 or more students in excess of 15 school days except when  
16 student program needs require, the maximum number of students assigned to a 6-12 class shall  
17 be 34. In this situation the employee shall have input and approval into the placement of the  
18 students in the affected classes. Teachers with 33 or 34 students shall qualify for an overload  
19 payment of \$5 for each day their class is assigned 33 or 34 students.

- 20  
21 b. Daily load: Six period day: The maximum number of students assigned to a 6-12 teacher shall  
22 normally be 145. Teachers with 146 or more students shall qualify for an overload payment of  
23 \$3 per student for each day they are assigned that number of students over 145.

24  
25 Seven period day: The maximum number of students assigned to a 6-12 teacher shall normally  
26 be 162. Teachers with 163 or more students shall qualify for an overload payment of \$3 per  
27 student for each day they are assigned that number of students over 162.

#### 28 29 **Section 8.7.6 - Other Provisions**

- 30  
31 a. K-12th grade performance groups (e.g. band, choir) and shall maintain loads conducive to  
32 effective programs.
- 33  
34 b. No 6th-12th grade teacher shall be assigned more than four (4) different class preparations per  
35 day except where the District, prior to the assignment, demonstrates a necessity and reaches a  
36 voluntary agreement with the teacher.
- 37  
38 c. K-5 combination classes shall not exceed 22 students. Combination classes are those in which  
39 separate curriculums are delivered to different grades/levels contained in the same room.
- 40  
41 d. Elementary music, P.E. and Art: No employee shall be assigned more than forty-five (45)  
42 classes per week in their specialty area. Two classes will not be combined into one specialist  
43 class with more than twenty students, although a special education student may be included  
44 with a general education class as specified in the student's IEP. Elementary Specialists  
45 (including Library) shall not have more than two sections in a row without a 5 minute passing  
46 time between sections or a 10 minute passing time between two sections.
- 47

Each elementary specialist (Librarian, PE, Music, and Health teachers) will receive \$1.50 per day for each section/class that has reached or exceeded the overload trigger. This applies to both general education and special education classes.

- e. For workload considerations a multi-age classroom is defined as a class with a common curriculum that would normally be delivered at different grade levels. It is not a “combination” class. Multi-age classrooms shall maintain a balance of students at each grade level with the total not to exceed that of a regular elementary classroom.
- f. 6-12 Grade PE classes shall not exceed 40 students. Teachers with 39 or 40 students shall qualify for an overload payment of \$5 for each day their class is assigned 39 or 40 students. In addition, teachers with 176 or more students shall qualify for an overload payment of \$25 for each day they are assigned that number of students.
- g. 6-8 Grade PE/Health combination classes shall not exceed 32. Teachers with 31 or 32 students shall qualify for an overload payment of \$5 for each day their class is assigned 31 or 32 students. Teachers with 136 or more students shall qualify for an overload payment of \$25 for each day they are assigned that number of students.

**Section 8.7.7 - Special Education Employees' Workload** All Special Education classroom certificated staffing must take into account the unique needs of the students they serve. In recognition of additional time, responsibility and workload by special education certificated staff in preparation of evaluation reports and IEPs, the District shall provide five days taken as either release or paid at four hundred dollars (\$400) per day for work outside the normal contract day per 1.0 FTE to each special education classroom teacher, SLP and OT/PT (See Section 8.1.3 and Appendix J). The days will be scheduled throughout the year in collaboration with the building Principal and Student Services Director. In communication with building Principal, should a day(s) not be taken, the employee would be paid four hundred dollars (\$400) per day not taken for work outside the normal contract day. The District shall provide fifteen days per diem compensation to school psychologists (See Section 8.1.3 and Appendix J).

Special educators who agree to serve as a mentor for conditional certification special education teachers hired by the District shall receive a stipend of \$800 regardless of the hire date of the conditional certification teacher. Special educators who agree to supervise a SLP, OT/PT or school psychologist interns/clinical fellows shall receive a stipend of \$1,500.

In addition to their regularly scheduled preparation time, special education employees may schedule additional non-instructional time (Up to 120 minutes per week) within the student day. This time is intended for student observations, assessments, IEP writing and planning, meetings, conferences and other required record keeping. Paras assigned to the classroom may be utilized to continue instruction during this time.

**IEP Caseloads**

Positive Behavior Support Class  
K-5 Resource Room  
6 – 12 Resource Room  
Extended Resource Room  
Dev. Preschool

**Triggers for Overload**

10 students  
30 students  
30 students (15 per class period)  
12 students

10 students per session (or teacher-

	<u>administrator discretion to allow 20 spread over two sessions)</u>
Psychologists	1 FTE per 900 students district-wide
SLP	50 students (not limited to CD only)
OT	35 students

For self-contained Special Education classes, caseload is synonymous with class size. For Resource Room classes, any student served counts towards their caseload.

For each student above the caseload responsibility for all positions above (except for Psychologists), the employee shall receive \$15 per student per school day. For every 40 students over the Psychologist-to-student ratio, psychologists shall equally share \$15 per day.

For the Psychologist ratio described above, a full-time psychologist intern shall be counted as a .5 FTE for the purposes of calculating the psychologist to student ratio. For the SLP caseload above, each 6-hours of SLPA, or pro-rated position thereof, assigned to assist an SLP shall result in the caseload trigger increased by 25 students (50% of the original caseload trigger).

For the OT caseload ratio described above, Students who are served weekly count as 1, students who are served every other week count ½, and students served monthly count ¼.

The P-223H monthly reporting document will be used to determine special educator caseloads. School psychologist caseloads shall be determined based on the number of Part C DD preschool students enrolled and counted on P-223H in addition to students enrolled and counted on P-223. This additional calculation will be completed on a monthly basis by the Director of Special Programs (or designee).

Each special education teacher and educational staff associate (ESA) will, in addition to the other compensation and workload provisions herein, be paid a \$2000 incentive/enrichment stipend for the additional responsibilities required of all special education staff.

Developmental Pre-K para-educator staffing shall be provided a minimum of five (5) work days prior to the first student day to allow for planning.

### **Section 8.7.8 - Students with Behavior Intervention Plans**

Employees with a student or students with the documented need for a Behavior Intervention Plan per an evaluation by the District Special Education Team or another licensed outside agency shall be provided time and/or compensation for this work upon consultation with the Director of Special Education.

### **Section 8.7.9 – Special Education Services: General**

The District will provide to all staff a written procedure outlining a clear philosophy and description of special education programming categories, along with systematic guidelines for determining program placements and a projected timeline for students transitioning between placements.

All staff shall be trained during district/building directed time on the process to qualify a student for Special Education services.

## SECTION 8.8 - SITE BASED DECISION MAKING

The Association and the District are committed to the development of Site Based decision making. The Association shall have representation on any building level decision making committee.

## SECTION 8.9 - SUBSTANCE ABUSE

It is the District's intent and the Association's that employees be free of the influence or effect of alcohol and/or controlled substances on school premises or at a school-sponsored activity involving students. In cases of employee addiction to alcohol and/or controlled substances, or employee impairment caused by alcohol and/or controlled substances, the District's initial focus is to refer the employee to professional treatment in order to provide the employee with the opportunity to rehabilitate or remediate any alcohol and/or controlled substance impairment or addiction.

Disciplinary action taken by the District, if any, shall be in accordance with, and as provided for, in Article IV, Section 4.3, of this Agreement.

## SECTION 8.10 - JOB SHARE

**Section 8.10.1 - Definition:** Job sharing is when two applicants wish to take responsibility for all functions for one full-time position.

### **Section 8.10.2 - Application Procedures**

- a. Two current elementary staff members who wish to be considered for job share must first make written application as a team, in writing, to the building principal. The application must thoroughly address all of the aspects of the position to be shared.
- b. External applicants or a current employee and external applicant who wish to be considered for job share may apply for an open position to the District office following standard District procedures. In addition to the normal application process, successful applicants must submit a written plan as a team by April 15.
- c. Job sharing other than those described in A. and B. above, including the extension of job share leave beyond two years, may be authorized at the discretion of the administration and approval by the Board based on the best interests of the District.
- d. Application for job shares must be submitted annually.

**Section 8.10.3 - Administrative Approval** The building administration and school board must approve the job sharing proposal before it can be implemented.

### **Section 8.10.4 - Financial and Contractual Arrangements**

- a. Job share participants will qualify for salary advancement; experience credit; leave provisions; in-service opportunities; and other benefits as would any other part-time, certificated employee.

- b. Job share applicants should check the Teachers' Retirement System rules prior to making a decision regarding job sharing. Eligibility and service credit requirements differ for part-time employees and may result in partial or no service credit.
- c. Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be posted and handled as follows:
  1. Offer full-time employment to the remaining job share person;
  2. Seek a compatible replacement, with remaining partner working full-time until a replacement is found;
  3. If the remaining partner is unable to assume the full-time responsibility until a replacement is found, a substitute will be identified to work until a replacement is found.
- d. As part of the application process the job share partners need to consider how they will respond when one of them is absent due to illness, emergency, personal leave, etc. These situations can be handled by:
  1. Specifying the number of days, or partial days, if any, each person will work and adjusting workdays to accommodate substituting;
  2. If a job share partner is going to be on extended leave (over 20 consecutive days) the remaining partner will substitute at per diem; or
  3. When a job share partner is absent periodically, the remaining partner will substitute at their per diem rate of pay.
- e. One job share partner may transfer to another building in order to job share. However, job share positions are not "positions" as such and, as a result, are excluded from the Assignment, Transfer and Vacancy provisions of this Agreement.
- f. Continuing contract employees who want to job share must apply for a leave of absence for the job share portion of his/her position. At the end of the job share assignment, the employee shall be placed in the position last held or in a comparable position(s).

## **SECTION 8.11 - PROFESSIONAL DEVELOPMENT**

The District shall make clock hours available to employees at all District sponsored trainings of three (3) hours or more on a single ESD or OSPI approved subject.

### **Professional Learning Communities**

The District and Association have a common interest in creating/developing PLCs in our District as an important way to improve student learning for all students. "Professional Learning Community" ("PLC") is a collaborative team process based on participants reaching consensus on their missions, values, norms, and goals. Collaborative discussions around shared-goals, shared decision-making and shared-responsibility are foundational. In a PLC, staff work collaboratively in recurring cycles of

collective inquiry and action research in order to develop high quality curriculum, instruction, interventions, and assessments with the goal of improved student learning.

The process of successfully developing and implementing PLCs requires commitment to resources such as time and training as well as a commitment to reflective practice and an action/results orientation. PLCs plan and conduct their learning/work to address the following questions:

- a. What do we expect all students to learn?
- b. How will we know if and when they've learned it?
- c. How will we respond when some students don't learn?
- d. How will we respond when some students have already learned?

Establishing effective PLCs shall be done using the following parameters. If such parameters are not present, additional professional development and discussion may need to occur prior to implementing PLCs.

- The focus of each PLCs work shall be a collaborative decision between PLC members and their principal. While consensus is preferred, in instances when not all PLC members agree, the majority opinion will guide the decision. In no instance shall one individual direct the focus of a PLC.
- The PLC will examine student assessment systems and data relevant to the school site, grade level, and/or department.
- The PLC will discuss or consider appropriate instructional interventions, modifications, and/or differentiation options.
- Agendas and operating norms for each PLC meeting will be established through a collaborative process determined and agreed-on by PLC members. Agendas and results of meetings are shared with the principal using an electronic shared folder.
- Professional development needs are determined within the PLC, and then provided through the PLC structure or other agreed upon means. When professional development interests are shared by more than one PLC, or the entire school, PLC time may be devoted to meet this shared need.
- Effective PLCs must be provided consistent time within the school schedule/calendar.
- PLCs should be natural, authentic teams such as subject-level departments, grade levels or specialist groupings, provided that teachers on the same PLC assigned to different buildings shall develop schedules, agendas and protocols that allow subgroups to meet separately and participate in work that contributes to success with their students.
- The work of goal setting, data analysis, and planning of instruction and intervention is teacher-driven. Administrators are a resource whose presence or absence at the meeting shall not be a hindrance to moving forward on the work of the PLC.

The Labor Management Committee shall serve as a district-wide oversight committee to monitor progress of the various PLCs and resolve any issue that impedes the performance of the PLC.

## **SECTION 8.12 - EMERGENCY CONTACT**

If a building administrator is not available, employees will be notified of who to contact in case of an emergency.

## **SECTION 8.13 - NON-REGULAR HIGH SCHOOL ASSIGNMENT**

1 A non-provisional teacher at the high school who is involuntarily assigned to teach a class in a  
2 department in which the employee has not been assigned within the last five (5) years shall not be  
3 given an unsatisfactory performance evaluation rating based on their performance in such class. Such  
4 employee shall be allotted up to four (4) release days during the year for instructional preparation,  
5 observation or consultation with other teachers, or professional development.  
6

#### 7 **SECTION 8.14 - EMPLOYEES WITH ALTERNATIVE EDUCATION ASSIGNMENT**

8

9 All terms and benefits of this Agreement shall equally apply to employees assigned to alternative  
10 education program assignments. In the event matters arise related to the application of this Agreement  
11 for such employees, the Superintendent and GFEA President will confer and reach agreement on  
12 specific application. Neither an employee, the alternative program administrator, nor District will  
13 implement any terms contrary to this Agreement prior to the consultation and an agreement of the  
14 District and Association. Such agreements will be recorded and applied in the same manner for all  
15 employees having alternative school assignments with the District and who are in a similar or like  
16 circumstances.  
17

18 In recognition of the unique nature of teaching in Alternative Learning Environments, principals will  
19 consult with teachers to set their weekly working hours in the way to best perform their assigned  
20 teaching duties. All employees will work an average of 7.5 hours for each workday (inclusive of their  
21 duty-free lunch and other contractual obligations) regardless of the length of the week.  
22

#### 23 **SECTION 8.15 - ADDITIONAL WORK DAYS**

24

25 Employees in certain assignments identified in Appendix J will be compensated for the additional  
26 workdays provided therein.  
27

#### 28 **SECTION 8.16 – NEW STUDENT ENROLLMENT**

29

30 Understanding that students have a right to enroll and attend without delay, the District will make every  
31 effort to provide advance notification (preferably one-day) to a teacher(s) when a new student is  
32 enrolling. Such notice shall serve the purpose of acquiring the necessary classroom desk, materials  
33 and/or other supplies.  
34

### 35 **ARTICLE IX - EVALUATION: CRITERIA AND PROCEDURES**

36

#### 37 **SECTION 9.1 - STATEMENT OF PURPOSE**

38

39 The evaluation criteria and procedures are set forth herein for the purpose of guiding and directing the  
40 evaluation of certificated classroom teachers and certificated support personnel. The evaluation model  
41 is based on the premise that teacher and certificated support staff new to Granite Falls School District  
42 have different needs than those who have been with the district more than four years. The parties to this  
43 Agreement believe that continuous learning and professional growth and development are inherently  
44 valuable to professional improvement, performance, and student learning. The parties agree that  
45 growth and development are best achieved in an environment that fosters mutual respect, trust, and  
46 collaboration.  
47



## SECTION 9.2 – STRUCTURE OF THE EVALUATION SYSTEM

**Section 9.2.1 - Evaluation Frequency** All employees will be evaluated at least once a year.

**Section 9.2.2 - Preparation Meeting** Prior to October 1 of each year, a building level group meeting with the evaluator and employees will take place to explain the procedure and criteria to be used in the evaluation process.

**Section 9.2.3 - Complete Evaluation - Elements of the Long Form** A complete evaluation during any one (1) year includes:

- a. Such informal observations and conferences as the evaluator desires to make, subject to such conditions as hereinafter set forth;
- b. A conference will be held prior to each formal observation. [Except for purposes of clarifying the evaluation procedure and criteria, said pre-conference shall be conducted not more than ten (10) days prior to the observation];
- c. At least two (2) formal observations by the designated evaluator of the evaluatee in the performance of his/her assigned classroom duties;
- d. A conference following the first formal observation; provided, for those employees who desire and so indicate, a conference will be held following each formal observation. [Said conference shall be conducted not more than ten (10) days following said observation];
- e. Evaluations shall be based only on the appropriate criteria and indicators outlined in this Article and does not assume that the evaluator would observe and/or comment on all aspects within one observation or even one year.
- f. For each formal observation, a written report will be provided to the employee within ten (10) days of the observation;
- g. A final evaluation report that shall rate the overall performance of the employee as satisfactory or unsatisfactory. The final evaluation report shall be the only evaluation report to be in the employee's personnel file.

**Section 9.2.4 - Completion of Evaluation Form** Upon Completion of the final evaluation form and formal observation reports, the evaluatee shall sign such report only to indicate his/her awareness of the comments and summary statements recorded there on, but such signature shall not necessarily be interpreted to mean agreement with the comments and/or statements.

## SECTION 9.3 - PROCEDURES OF THE EVALUATION SYSTEM

The following procedures shall be followed to implement the evaluation criteria as set forth in Section 9.4.

**Section 9.3.1 - Appointment of Evaluators** The superintendent, or designee, shall select the evaluators and designate the group of employees to be evaluated by each such evaluator, provided

nothing herein specified shall limit or preclude independent individual employee evaluation by the Superintendent. At such times as the Superintendent deems it necessary to make an independent formal observation, he shall comply with at least items B, D, and E, of Section 8.2.3. It will be the duty of the Superintendent to assure that all evaluators are qualified and adequately prepared. The evaluator shall not be a member of the bargaining unit represented by the Association, except as otherwise provided for during any probationary period. An employee believing he/she cannot receive an unbiased evaluation from the designated administrator may request in writing to the Assistant Superintendent/Human Resources an alternate evaluator. The Assistant Superintendent/Human Resources shall evaluate the information provided by the employee and shall make the decision.

**Section 9.3.2 - Pre-Observation Conference** Prior to the first formal observation, or where the employee so indicates, prior to each formal observation, the evaluator shall confer with the employee for the purpose of:

- a. Clarifying the valuation procedure and criteria;
- b. Establishing a specific date for the formal observation; and
- c. Addressing learning objectives and teacher behaviors on Appendix F-1: *Certificated Pre-Observation Conference Planning Form*. It shall be the employee's duty to specify, in writing, any conditions existing at that time, which the employee believes impair his/her ability to perform and it shall be duty of the evaluator to consider the effect, if any, of such specified conditions upon any employee's performance. Said employee's written statement shall be attached to the employee observation form (Appendix F-4 for teaching employees and Appendix F-5 for support employees).

**Section 9.3.3 - Formal Observation** At least two (2) pre-arranged formal observations shall be conducted by the evaluator, provided they shall not interfere unreasonably with the normal teaching-learning processes of the class. The total observation time, per employee, shall not be less than sixty (60) minutes per year. New provisional employees shall be observed at least once for a total observation time of not less than thirty (30) minutes during the first ninety (90) calendar days of their employment period. No formal observation shall be less than twenty (20) minutes in length. The first formal observation shall be completed for each employee, no later than February 15 of each academic school year, except for employees hired after the commencement of the regular school year.

**Section 9.3.4 - Informal Observation** Observations other than those required above may be held at any time during the performance of assigned duties, provided that such observations must be based upon the evaluation criteria and indicators outlined in this Article. Such additional observations may be conducted at the discretion of the evaluator or may be pre-arranged by mutual agreement. If there is an area of concern based upon such informal observation, the employee shall be notified in writing. Any such conclusions made by the evaluator based upon such informal observations, which may be noted on the employee's final evaluation report, shall first be discussed in a conference with the employee and a written plan for improvement shall be provided within five (5) days of the conference.

**Section 9.3.5 - Post-Observation Reports** Following each formal observation, the evaluator shall promptly document the results of the observation in writing and shall provide the employee with a copy thereof within ten (10) days of said observation. This post-observation report will be on the form as provided in Appendix F-4 for teaching employees and Appendix F-5 for support employees.

**Section 9.3.6 - Post-Observation Conferences** At least one post-observation conference shall be held each year between the evaluator and the employee. Said conference shall be conducted not more than ten (10) days following said observation.

**Section 9.3.7 - Additional Post-Observation Conferences** Additional post-observation conferences may be held where the employee so indicates, or if the evaluator deems such necessary to:

- a. Review the entire evaluation in detail with the evaluatee; and or
- b. Record area(s) of deficiency, if any, and if so, the evaluator shall:
  - Discuss the specific and constructive means of resolving such deficiency(ies) with the evaluatee;
  - Define and outline all detailed and recommended action to be taken by the evaluatee to remediate such deficiency(ies); and provide a written plan within five (5) days for improvements needed to be taken to remediate areas of deficiency.
  - Determine, if necessary, the date on which to hold a follow-up conference in order to discuss the results of any suggestions and outlines made; and/or
- c. Provide the Observation Form and the written recommendations, if used, in duplicate copies to be distributed as follows:
  - One (1) copy to evaluator's file;
  - One (1) copy to the evaluatee.
- d. Discuss specific objectives, methods, materials, and working conditions with reference to the employee's duty to specify, in writing, any conditions, existing at that time, which the employee believes impair his/her ability to consider the effect, if any, of such specified conditions upon any employee's performance.

**Section 9.3.8 - Follow-Up Conferences** For those evaluatees from whom follow-up conferences are held in accordance with Sections 8.3.7.B., the purpose of such follow-up conference shall be to:

- a. Discuss the action taken by the evaluatee to remediate any deficiency(ies) as specifically set forth in written form;
- b. Discuss what progress has been made by the evaluatee in remediating any deficiency(ies) as specifically set forth in written form.

**Section 9.3.9 - Final Evaluation** All annual evaluations shall be documented using the Final Evaluation Form as set forth in Appendix F-6 and F-7. The overall performance of the employee as satisfactory or unsatisfactory on the evaluation form. Such overall performance rating shall reflect the evaluator's judgment as to the overall performance of the employee.

- a. No statement which requires improvement of the evaluatee's teaching performance may be included in the final evaluation report unless the concerns have been previously discussed with the employee and written suggestions for improvement have been made.

- b. Each employee shall be provided with a copy of his/her final evaluation report within three (3) days after such report is prepared. The employee shall sign the District's copy of the evaluation report to indicate that he/she has seen the report and has been given a copy thereof. The employee's signature on the evaluation report does not necessarily imply agreement with the evaluation.
- c. Following the completion of the final evaluation report, a meeting shall be held between the evaluator and the employee to discuss the contents thereof, if either party so requests.
- d. The District's copy of the final evaluation report shall be forwarded to the District Personnel Office for filing in the employee's personnel file.

**Section 9.3.11 - Short Form Evaluation** After an employee has four (4) years of satisfactory in-District evaluations under the regular process, an administrator may use a short form (Appendix O) of evaluation as allowed by RCW 28A.405.100(11), in lieu of the process set forth above.

The regular evaluation process shall be followed at least once every five (5) years. An employee or evaluator may request that the regular long form evaluation process be conducted at any time.

The short form of evaluation shall be consistent with the following:

- a. Placement on the Short Form Process requires mutual agreement by both the employee and the evaluator.
- b. If an evaluator intends to offer the short form process, the evaluatee shall be notified in writing prior to the beginning of the process, said notice to include the process in paragraph 3 below. The evaluatee may request the regular process at that time.
- c. The completion of the Short Form Evaluation based on at least one observation of no less than 30 consecutive minutes. The employee will be provided a written summary of the observation using the Short Form Evaluation form Appendix F-8.
- d. The following procedural requirements of the regular evaluation process shall apply:
  - Appointment of Evaluators (Section 8.3.1), and
  - Pre-arrangement with the employee of the observation time and date (Section 8.3.3).
- e. The Short Form Evaluation process shall not be used as a basis for determining that an employee's work is unsatisfactory, nor as probable cause of the non-renewal of an employee's contract under RCW 28A.67.070.

**Section 9.3.12 - Professional Growth Program** If an employee has been offered the short form evaluation option, he/she may choose to participate in the Professional Growth Program.

The Professional Growth Program is a form of personal assessment in which the emphasis is on enhancements and improvements in job related skills, techniques, and abilities. Such participation is not a basis of evaluation of the employee's performance.

1 If this option is chosen, the employee, with the aid of his/her supervisor shall seek to develop a  
2 professional growth plan. The plan can cover up to a four (4) year period. The employee is  
3 encouraged to set goals as part of the plan. One (1) or more of the following sources of information  
4 may be used by the employee in developing a professional growth plan:

- 5
- 6 a. Peer review and evaluation;
- 7
- 8 b. Input by parents;
- 9
- 10 c. Input by students;
- 11
- 12 d. Personal and/or professional goals;
- 13
- 14 e. School district goals;
- 15
- 16 f. Building goals;
- 17
- 18 g. Self-assessment;
- 19
- 20 h. Personal academic records;
- 21
- 22 i. School district observations and evaluations; and,
- 23
- 24 j. Other resources as agreed by the parties.
- 25
- 26 k. Work towards gaining National Certification, a graduate degree or applying state learning goals.
- 27

28 The role of the supervisor is to assist the employee in developing the professional growth plan and then  
29 to assist in its implementation, particularly in making reasonable efforts to provide the resources  
30 necessary to implement it. The supervisor shall sign a form at the end of the year indicating that the  
31 employee has been engaged in professional growth activities.

32  
33 Materials/records/portfolios expressly developed as a result of the individual's participation in the  
34 professional growth program shall be the property of the certificated staff member participating in the  
35 program and shall not be retained in the employee's personnel file or used by the District in its formal  
36 evaluation criteria.

#### 37 38 **SECTION 9.4 - EVALUATIVE CRITERIA**

39  
40 The evaluative criteria herein set forth shall be utilized by the evaluator in performing the annual  
41 evaluation of each certificated employee. The indicators listed below each criteria are guides intended  
42 to assist the evaluator in judging whether the employee is meeting the criteria. The evaluator shall  
43 decide which indicator(s) are appropriate for the particular employee being evaluated. The evaluator  
44 shall be limited to those criteria and indicators contained in this document. Any observation or  
45 evaluation form used by the evaluator in the implementation of this Article shall call for the use of  
46 narrative comments which refer all observations and evaluations made to the criteria and indicators  
47 provided for in this Article.

**Section 9.4.1 - Teaching Employees** The evaluative criteria herein set forth pursuant to WAC 392-191-010 (see Appendix F-2) shall be utilized by the evaluator in performing the annual evaluation of each certificated classroom teaching employee. The indicators listed below each criterion are guides intended to assist the evaluator in judging whether the employee is meeting the criterion.

**Section 9.4.2 - Educational Support Employees** The evaluation criteria herein set forth, pursuant to WAC 392-191-010 (see Appendix F-3) shall be utilized by the evaluator in performing the annual evaluation of each certificated support employee. The indicators listed below each criteria are guides intended to assist the evaluator in judging whether the employee is meeting the criteria.

## **SECTION 9.5 - EVALUATION FORM FORMAT**

The observation and final evaluation forms shall be those shown as Appendices F-4, F-6, and F-8 for teachers, and F-5, F-7, and F-8 for support staff.

The evaluatee shall have the right to affix to the Evaluation Form any comments, observations or considerations he/she believes to be pertinent to the evaluation. The form should therefore contain space for such employee comment.

The form should include lines for the signatures of both parties. The form shall be uniform throughout the District.

## **SECTION 9.6 - CLASSROOM TEACHER EVALUATION – GENERAL PROVISIONS**

**Section 9.6.1 - Evaluation Principles and Purpose** The parties to this Agreement believe that continuous learning and professional growth and development are inherently valuable to professional improvement, performance, and student learning. The parties agree that growth and development are best achieved in an environment that fosters mutual respect, trust, and collaboration.

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

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

**Section 9.6.2 - Applicability** The new evaluation system described in Sections 9.6 through 9.10 shall replace the provisions of Sections 9.1 through 9.5 and apply to employees meeting the legal definition of "classroom teachers," specifically those nonsupervisory certificated staff who provide academically focused instruction to students and hold one or more of the certificates identified in WAC 392-191A-030. The term "classroom teacher" does not include Librarian, OT, PT, SLP, Psychologist, teachers on special assignment (TOSA) and Counselors. Those bargaining unit members who do not meet this

definition will remain under the evaluation system defined in Sections 9.1 through 9.5 of the current collective bargaining agreement.

**Section 9.6.3 - Alternate Evaluator** An employee believing he/she cannot receive an unbiased evaluation from the designated administrator may request in writing to the Superintendent that an alternate evaluator be appointed. The Superintendent shall evaluate the information provided by the employee and make the decision.

**Section 9.6.4 - Right of Employee to Respond** If an employee disagrees with any of the written reports of observation, conferences, and/ or evaluation, the employee may submit a statement concerning the points of disagreement to be attached to any such report.

**Section 9.6.5 – Representation** An employee shall be entitled upon request to have present Association representation during any meeting related to matters concerning their evaluation provided the meeting is not delayed more than three (3) working days.

**Section 9.6.6 – Evaluator** No teacher shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this Agreement and any relevant state or federal requirements. The District will provide the Association with evidence of an evaluator's training upon request.

**Section 9.6.7 – Relation to Grievance Process** A grievance shall not include a dispute concerning an employee's evaluation, including probation, other than a claim of failure to follow the evaluation procedures.

**Section 9.6.8 – Definitions**

- a. “Criteria” shall mean the eight (8) state defined categories to be scored.
- b. “Subdimension” shall mean a subsection of each criterion.
- c. “Days” shall mean work days unless otherwise specifically defined in the context used.
- d. “Summative performance rating” shall mean one of the four (4) performance levels applied using the four-level rating system:
  - Level 1 - Unsatisfactory;
  - Level 2 - Basic;
  - Level 3 - Proficient; and
  - Level 4 - Distinguished.
- e. “Observe” or “observation” means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional framework rubrics pursuant to this section.

**Section 9.6.9 – State Evaluation Criteria** Classroom teachers will be evaluated on the state required evaluation criteria listed below.

1. Centering instruction on high expectations for student achievement (*Descriptor: Expectations*)
2. Demonstrating effective teaching practices (*Descriptor: Instruction*)
3. Recognizing individual student learning needs and developing strategies to address those needs (*Descriptor: Differentiation*)
4. Providing clear and intentional focus on subject matter content and curriculum (*Descriptor: Content Knowledge*)
5. Fostering and managing a safe, positive learning environment (*Descriptor: Learning Environment*)
6. Using multiple data elements to modify instruction and improve student learning (*Descriptor: Assessment*)
7. Communicating and collaborating with parents and the school community (*Descriptor: Families and Community*)
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning (*Descriptor: Professional Practice*)

**Section 9.6.10 – Instructional Framework** The District and Association have selected the CEL 5D+ Teacher Evaluation Rubric for the evaluation of classroom teachers under the new evaluation system required by RCW 28A.405.100. The instructional framework is included in Appendix I.

**Section 9.6.11 – Privacy of Evaluation Results** Evaluation results shall not be shared or published with any teacher-identifying information and without notification to the individual and Association. Evaluation results will not be used to determine any type of additional compensation; nor will they be used to solely determine assignment, placement, or job status.

**Section 9.6.12 – eVal** Principals shall use the online eVal system for the purpose of collecting and recording evidence. Teachers shall contribute evidence to the overall assessment of professional performance but use of eVal shall be optional for teachers. The forms to be used are in Appendix I.

## **SECTION 9.7 - COMPREHENSIVE EVALUATION**

**Section 9.7.1 – Cycle** A comprehensive evaluation must be completed for:

1. Classroom teachers who are provisional employees;
2. Any classroom teacher who received a comprehensive summative evaluation performance rating of "Unsatisfactory" or "Basic" in the previous school year; and
3. All other classroom teachers at least once every four (4) years.



**Section 9.7.2 – Goal Setting** Prior to October 15 (or as soon as practical for teachers hired after October 1), the teacher shall meet with the evaluator to discuss professional goals, student growth measures, and student growth goals to be used for the year. This meeting may coincide with a pre-observation conference. The teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1, and SG-8.1 on or before the first pre-observation conference. The goal for SG-6.1 and SG-8.1 may be the same goal.

**Section 9.7.3 – Gathering Evidence**

- a. Evidence is observed practice, products, or results of the teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year. Evidence shall be rated objectively without a pre-assumption as to what the rating will be. If, after completing the minimum required observations, both the teacher and evaluator agree on the score for a criterion, no additional evidence is required to be collected for that criterion. It is the nature and quality of the evidence, not the amount, that determines a rating.
- b. An accurate evaluation requires that corroborated and authentic evidence reflecting upon performance be used in the evaluation of the employee. For the purposes of professional growth, fairness requires that employees be made aware, in a timely manner, of the evidence that will be used in their evaluation. Therefore, the teacher shall be notified when an evaluator obtains evidence of which the teacher would otherwise not be aware, and either party may request a conference to discuss the evidence and opportunities for growth.
- c. Formal surveys of students and parent perceptions of teacher performance shall not be used for inclusion as evidence in the evaluation.
- d. Evaluators shall not include evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements. Teachers who have been assigned to teach outside their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.
- e. All observations shall be conducted openly. Mechanical, digital or electronic devices shall not be used to listen to or record the activities of any class without the prior knowledge and consent of the teacher.

**Section 9.7.4 – Observations**

- a. Observations are one type of evidence of professional performance relevant to the evaluation criteria.
  - i. Each teacher shall be observed formally in the course of professional performance at least two (2) times for a minimum total of sixty (60) minutes.

- 1 ii. Within the sixty (60) minutes required above, new employees shall be observed at least  
2 once for a minimum total of thirty (30) minutes during the first ninety (90) calendar days of  
3 employment.  
4
- 5 iii. Teachers in the third year of provisional status shall be observed at least three (3) times for  
6 a minimum total of ninety (90) minutes.  
7
- 8 b. Each formal observation shall be pre-scheduled with the teacher and shall be accompanied by  
9 timely pre-observation and post-observation conferences. Upon request, an employee will be  
10 given at least one formal observation that is not scheduled for the day before or after a holiday  
11 break. Additionally, in order to allow time for growth and improvements, formal observations  
12 must be scheduled at least 15 working days following the last post-observation conference.  
13
- 14 c. The purpose of the pre-observation conference is to discuss matters such as the employee's  
15 student growth goals, the professional activities to be observed, and content, objectives, and  
16 strategies of the lesson, the length of the observation, and possible observable evidence to meet  
17 the scoring criteria. The District Pre-observation Conference Form may be used to guide and  
18 focus the discussion at the pre-observation conference.  
19
- 20 d. The purpose of the post-observation conference is to review the evaluator's and teacher's  
21 evidence related to the scoring criteria and the instructional framework rubric and to discuss  
22 opportunities for growth. The teacher or evaluator may provide additional evidence to aid in the  
23 assessment of the teacher's professional performance, including, but not limited to, evidence  
24 related to those criteria not observed in the classroom. Upon request, the evaluator's notes will  
25 be shared with the teacher prior to the post-observation conference. The evaluator shall provide  
26 the teacher with a copy of the final written observation report within three (3) school days after  
27 such report is prepared.  
28
- 29 e. The evaluator or teacher may initiate additional informal, unscheduled observations above and  
30 beyond these formal observations, with or without pre- and post-observation conferences. For  
31 any informal observation, when there is no post-observation conference, any concerns of the  
32 evaluator shall be communicated in writing to the employee in a timely manner. Either party  
33 may request a post-observation conference.  
34

35 **Section 9.7.5 – Annual Conference and Summative Criterion Rating** An annual evaluation  
36 conference shall be completed prior to June 1. At the conference, each criterion shall be rated  
37 collaboratively based on the components in that criterion using a preponderance of the evidence. This  
38 analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute  
39 between the evaluator and the employee regarding the rating, the parties shall have an opportunity to  
40 submit additional evidence. The final decision is the responsibility of the evaluator.  
41

42 **Section 9.7.6 – Overall Summative Performance Rating** The final summative score must be  
43 determined by an analysis of evidence. A classroom teacher shall receive a summative performance  
44 rating for each of the eight (8) state evaluation criteria. The overall summative score is determined by  
45 totaling the eight (8) criterion-level scores as follows:

- 46 • 8-14 - Unsatisfactory
- 47 • 15-21- Basic
- 48 • 22-28 -Proficient

- 29-32 –Distinguished

### **Section 9.7.7 – Student Growth Measures**

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

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

A student growth score of “1” in any of the rubric rows will result in an overall low student growth impact rating.

- b. Student growth data will be taken from multiple sources identified by the teacher and must be appropriate and relevant to the teacher's assignment. Student growth data may include formative and summative assessment data. Student achievement data that does not measure growth between two points in time shall not be used to calculate a teacher's student growth criterion score.
- c. A teacher who received a "4- Distinguished" preliminary summative score and a "Low" student growth score will receive an overall "3 - Proficient" rating.
- d. If a teacher receives a "Low" student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100).
- e. The evaluations of certificated classroom teachers with a preliminary rating of "Unsatisfactory" and "High" student growth will be reviewed by the evaluator's supervisor.

**Section 9.7.8 – Final Report** An annual evaluation report shall be completed prior to the end of each school year. The final report shall include a score for each criterion (not components), a student growth score, and an overall summative performance rating. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation. The Association shall receive written notification of all teachers receiving a summative Unsatisfactory or Basic rating.

### **SECTION 9.8 - FOCUSED EVALUATION**

**9.8.1 – Cycle** All teachers who are not required to complete a comprehensive evaluation under Section 9.7.1 will be evaluated using a focused evaluation. Teachers placed on the focused evaluation after a comprehensive evaluation have earned an overall score of at least proficient.

A classroom teacher may be transferred from a focused evaluation to a comprehensive evaluation at the request of the teacher, or at the direction of the teacher's evaluator. Such request or direction must be

provided in writing with rationale for the change, and copies provided to the employee or evaluator and Association prior to December 15 of each school year. When a teacher is transferred from a focused evaluation to a comprehensive evaluation, all of the procedures of the comprehensive evaluation must be completed. Any previous observations and artifacts will be applicable toward the comprehensive evaluation provided they were shared with the employee previously, but the comprehensive cycle procedures would apply subsequent to this notification.

**9.8.2 – Definition** A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria.

**9.8.3 – Selection of Criteria and Activity**

- a. Prior to October 15, the teacher shall select a focused criteria/professional growth activity and meet with the evaluator to discuss professional goals, student growth measures, and student growth goals to be used for the year. This meeting may coincide with a pre-observation conference. The selection of the criteria to be used in the focused evaluation shall be determined by the teacher. A group of teachers may, but shall not be required to, focus on the same evaluation criteria and share professional growth activities.
- b. If criterion 3, 6 or 8 is selected for the focused evaluation, the teacher shall set a student growth goal for the student growth components of those respective criteria (SG-3.1, SG-6.1 or SG-8.1 respectively). If criterion 1, 2, 4, 5, or 7 is selected, the teacher shall choose to set a goal for SG-3.1 or SG-6.1.

**9.8.5 – Observations** Each teacher shall be observed formally in the course of professional performance at least two times for a minimum total of 60 minutes. All of the provisions for conducting observations under the comprehensive process described in Section 9.7.4 shall apply to these observations.

**9.8.6 – Annual Conference, Scoring and Report**

- a. An annual evaluation conference shall be completed prior to June 1. At the conference, the instructional and student growth rubrics for the selected criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the teacher's performance. If there is a dispute between the evaluator and the employee regarding the rating, the parties shall have an opportunity to submit additional evidence. The final decision is the responsibility of the evaluator.
- b. A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.
- c. An annual evaluation report shall be completed prior to the end of each school year. The final report shall include a score for the focused criterion (not subdimensions) and an overall

summative performance rating. The teacher and evaluator will each sign a copy of the report which will be included in the teacher's personnel report. The teacher shall have the opportunity to submit and attach any additional comments to the final record of the evaluation.

## **SECTION 9.9 - PROVISIONAL EMPLOYEES**

- a. The Superintendent may make a determination to remove an employee from provisional status if the employee has received a "Proficient" or "Distinguished" rating during the second year of employment by the District.
- b. Before non-renewing a provisional teacher, the District shall provide one (1) or more of the following resources to support the teacher's professional growth:
  1. Assigned a mentor;
  2. Release time to observe other teachers;
  3. Targeted professional development;
  4. Clear ideas and strategies on how to reach "Proficient";
  5. Any other support mutually determined by the teacher and evaluator.

The District shall provide written notice to the Association of teachers qualifying for assistance under this section and the specific content of the District's assistance.

## **SECTION 9.10 - SUPPORT FOR TEACHERS**

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

1. Assigned a mentor;
2. Release time to observe other teachers;
3. Targeted professional development;
4. Clear ideas and strategies on how to reach "Proficient";
5. Any other support mutually determined by the teacher and evaluator.

The Association will be notified of any employee who receives an overall "Basic" rating and the support that is being offered.

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

## **SECTION 9.11 - PROBATION**

The provisions outlined in Section 9.11 apply to all certificated employees evaluated under Article IX.

Provisional Employees: A provisional employee during his/her first (or if applicable second or third) year of employment with the District, shall be specifically excluded from this probationary procedure, provided, before non-renewing any such first (or second or third) year provisional employee for alleged performance deficiencies, the evaluator shall have made good faith efforts beyond the minimum

1 requirements of the evaluation process contained herein to assist the employee in remediating  
2 deficiencies and the employee and the Association shall receive notice of possible nonrenewal no later  
3 than March 1. These efforts shall include the following:

- 4
- 5 a. The evaluation report prepared pursuant to the provisions of Section 9.6;
- 6
- 7 b. A recommended specific and reasonable program designed to assist the employee in improving
- 8 his/her performance;
- 9
- 10 c. A description of assistance and services the District will provide to the employee to improve
- 11 his/her performance.
- 12

13 Non-Provisional Employees: When deficiencies and/or unsatisfactory performance are noted, the  
14 following procedures shall be followed if a non-provisional employee is to be placed on probation:

- 15
- 16 a. All required observations, post-observation conferences, and follow-up conferences must have
- 17 been completed before any employee may be placed on probation.
- 18
- 19 b. The Superintendent shall place the employee on probation pursuant to statute.
- 20
- 21 c. The probation period shall be established to start at least 60 school days prior to May 1 to no
- 22 later than May 1 for the employee to demonstrate improvement in his/her area of deficiency,
- 23 provided that for employees hired after the first semester, said timelines shall not apply.
- 24
- 25 d. Notice of probation shall set forth the specific areas of deficiencies along with a suggested,
- 26 specific, reasonable, and measurable program for improvement together with specific,
- 27 reasonable, and measurable objectives designed to assist the employee in overcoming the
- 28 deficiencies, suggestions for achieving the objectives, the names of any other person who will
- 29 aid the employee in achieving improvement and such other matters as the evaluator deems
- 30 appropriate.
- 31
- 32 e. A probationer may schedule observations and/or assistance by other bargaining unit members
- 33 or by a professional evaluator for the purpose of recommending improvement of instruction
- 34 during the probationary period. A probationer has the right to schedule observations and/or
- 35 assistance by an outside educational expert of his/her choice.
- 36
- 37 f. During the probationary period, at least two additional formal observations will be undertaken
- 38 by the evaluator, and/or his/her designee, and the evaluator and the employee will meet at least
- 39 two (2) times monthly, at which time the evaluator will make a written evaluation of progress
- 40 with as copy to the employee.
- 41
- 42 g. The probationer may be removed from probation if he/she has demonstrated improvement to
- 43 the satisfaction of the evaluator in those areas specifically detailed in the probationer's initial
- 44 improvement program. Lack of necessary improvement shall be specifically documented, in
- 45 writing, with notification to the probationer.
- 46

- 1 h. Any determination that the employment contract of an employee should not be renewed for the  
2 next ensuing term shall be made in conformity with statutory requirements. The appeal  
3 processes allowed for any such determination shall also be as provided by statute.  
4
- 5 i. Probation records shall be maintained in personnel files for a period of three (3) years. At the  
6 end of three (3) years, such records shall be removed at the request of the employee. The  
7 district may maintain probation records in non-personnel files for the purpose of maintaining  
8 consistency and reference to past probation plans.  
9

## 10 **ARTICLE X - GRIEVANCE PROCEDURE**

11

### 12 **SECTION 10.1 - PURPOSE**

13

14 The purpose of this procedure is to provide the sole and exclusive means for the orderly and  
15 expeditious adjustments of grievances as hereinafter defined.  
16

### 17 **SECTION 10.2 - DEFINITIONS**

18

19 A "grievant" shall mean an employee, or the Association, having a grievance.  
20

21 A "grievance" shall mean a claim by a grievant that a dispute or disagreement exists involving the  
22 interpretation or application of a specific term or provision of this Agreement, provided that no one  
23 shall have the right to file a grievance concerning any employee evaluation except insofar as such  
24 grievances may allege that the evaluator failed to follow the required evaluation procedure set forth in  
25 this Agreement. It is understood and agreed that any appeal from a notice of probable cause for  
26 discharge, non-renewal or adverse effect in contract status, including layoffs, shall be handled  
27 exclusively pursuant to Chapter 114 of the 1975-76 Laws of Washington, as now or hereafter amended,  
28 and shall not constitute a grievance hereunder.  
29

30 The term "days" as used to specify time limits in this Agreement, shall mean calendar weekdays,  
31 excluding weekends, holidays, and vacations (except the summer break) except as otherwise indicated.  
32 If the Supervisor, Superintendent or Board fails to meet the specified time limits, as applicable, the  
33 grievant shall have the right to proceed to the next step in this procedure.  
34

35 A "party in interest" shall mean the employee, or the Association, filing the grievance or, where the  
36 outcome of the grievance will directly affect other employees' or the Association's rights, the  
37 Association shall be considered a party in interest to that extent.  
38

39 A "representative" shall mean that person duly authorized by the Association to represent the grievant,  
40 or the Association; including employees of the District, legal counsel or other assistants who are not  
41 employees of the District.  
42

### 43 **SECTION 10.3 - LIMITATION ON TIME TO FILE GRIEVANCE**

44

45 Within forty (40) days after the grievance is discovered, or reasonably should have been discovered, the  
46 employee must initiate the grievance procedure as herein set forth. No grievance shall be presented  
47 pursuant to this procedure, or any other procedure, unless the employee has complied with the  
48 requirement to initiate the grievance within forty (40) days.

Any deviation from the time limits contained in this Article must be by mutual consent of the grievant and the District.

When a time limit extends to a non-contract day during the work year, the time limit shall be extended to the next contract day.

#### **SECTION 10.4 - FREEDOM FROM REPRISALS**

Employees involved in the adjustment of grievances, as grievants, witnesses or duly authorized representatives of the Association, shall not suffer any restraint, interference, discrimination, coercion or reprisal by either the District or the Association on account of such employee's good faith involvement in the grievance adjusting process.

#### **SECTION 10.5 - CONFIDENTIALITY**

All matters pertaining to specific grievances shall be considered confidential with respect to the public and shall not be unnecessarily or indiscriminately related, disclosed or divulged by any participant in the grievance adjusting process or by any employee, the Association or director of the District.

A separate file, open to the employee's inspection, apart from the employee's personnel files, shall be kept for each processed grievance, containing all documents, exhibits, communications, and other records relating to the grievance and its resolution. Upon written request by a grievant, a record of final disposition of the grievance may be placed in said employee's personnel file.

#### **SECTION 10.6 - RELEASE FROM DUTY**

The parties recognize that ordinarily proceedings in connection with grievances shall not take place during normal employee working hours, without the mutual consent of both parties or their representatives. However, where meetings, conferences or hearings are mutually scheduled during working hours, those employees required as participants, or witnesses shall be released from their respective duty assignments, to the extent required, without loss of pay.

#### **SECTION 10.7 - RIGHTS TO REPRESENTATION**

Any individual grievant, or groups of grievants, processing grievances in the same proceeding, shall be entitled to representation.

In matters dealing with alleged violations of Association rights specified in this Agreement, if not resolved informally by the parties, the procedure may be initialed at Step 2 of the procedure; provided that as a condition precedent to initiating the procedure, the grievant shall attempt to informally resolve the matter with the other party.

In all proceedings in which the Association is not a grievant, or representing a grievant, it shall have the right to submit a written statement of position and to have a representative present at all steps of the procedure, provided that any representative so attending pursuant to this provision shall not be entitled to be released from duty to attend.



1 **SECTION 10.8 - INDIVIDUAL RIGHTS**

- 2
- 3 a. Nothing contained herein shall be construed to limit the right of any employee having a
- 4 grievance to discuss the matter through administrative channels and to have the grievance
- 5 adjusted without the intervention of the Association, so long as the disposition of any such
- 6 grievance is not inconsistent with terms of this Agreement.
- 7
- 8 b. A grievant may be represented at all steps of the procedure by themselves, or, at their option, by
- 9 an Association representative.
- 10

11 **SECTION 10.9 - CONTINUITY OF GRIEVANCE**

12

13 Notwithstanding the expiration of this Agreement, any grievance then pending may be processed to

14 final disposition in accordance with the procedure herein set forth.

15

16 **SECTION 10.10 - DISCOVERY**

17

18 The parties recognize that certain discovery is necessary to allow adequate preparation for the

19 presentation of a grievance at Step 4. Accordingly, it is hereby agreed that the parties to any particular

20 grievance which proceeds to Step 4 of the procedure shall be entitled to discovery, in accordance with

21 this procedure, the following:

22

- 23 a. Names, addresses and telephone numbers of all persons that any other party intends to call as
- 24 witnesses;
- 25
- 26 b. A brief statement setting forth the subject, or subjects, upon which each witness is expected to
- 27 testify;
- 28
- 29 c. Names, addresses and telephone numbers of any expert witnesses that any other party intends to
- 30 call as a witness;
- 31
- 32 d. A brief statement setting forth the subject, or subjects, upon which each expert witness is
- 33 expected to testify and a statement summarizing any opinions to which such expert witnesses
- 34 are expected to testify, including any assumptions or facts upon which opinions are based; and
- 35
- 36 e. All written, photographic, electronically recorded, or other recorded documents or evidence
- 37 which any other party intends to offer in support of their position. Such discovery may be
- 38 commenced at any time after the filing of a request for hearing pursuant to Step 3 of the
- 39 procedure, by serving upon the party to whom the discovery is directed a written request for
- 40 discovery. The party receiving service of any request for discovery shall have thirty (30) days
- 41 after receipt of the request within which to produce the required discovery and serve the same
- 42 upon the party making such request. Failure to make discovery as herein provided for shall
- 43 preclude any party so failing from presenting any evidence otherwise discoverable in
- 44 accordance with this procedure. By mutual consent of both parties, this timeline may be
- 45 modified. All requests for discovery shall be continuing in nature and the party receiving the
- 46 same shall supplement all responses immediately, as necessary, in order to reflect any newly
- 47 discovered matters falling within the scope of the request.
- 48

## SECTION 10.11 - PROCEDURE

**Step 1:** In the event an employee is unable to satisfactorily resolve an employment matter informally, then the grievant shall present this grievance on Notice of Grievance Step One in Appendix H-1 to his/her immediate supervisor. The administrator will arrange for a meeting to take place within five (5) days after receipt of the grievance. After the grievant and/or his/her representative meet with the administrator to resolve the grievance, the administrator shall provide the grievant, within five (5) days, his/her written response to the grievance using Decision of School Principal or Immediate Supervisor form in Appendix H-2.

**Step 2:** If the grievance is not satisfactorily resolved at Step 1 the grievant may proceed to Step 2 by submitting Appeal to Superintendent in Appendix H-3 within ten (10) days after receipt of the administrator's response or ten (10) days after Step 1 meeting if no decision is rendered. The Superintendent or his/her designee will arrange for a meeting to take place within five (5) days after receipt of the grievance. After the grievant and/or his/her representative meet with the Superintendent or his/her designee to resolve the grievance, the Superintendent or his/her designee shall provide the grievant, within five (5) days, his/her written response to the grievance utilizing Decision by Superintendent in Appendix H-4.

**Step 3:** If the grievance is not satisfactorily resolved at Step 2 the grievant may proceed to Step 3 by submitting Appeal to the Chairman of the District Board of Directors using the form in Appendix H-5 within ten (10) days after receipt of the administrator's response or ten (10) days after Step 2 meeting if no decision is rendered. The Chairman of the Board of Directors will arrange for a meeting to take place within five (5) days after receipt of the grievance. After the grievant and/or his/her representative meet with the Chairman of the Board of Directors to resolve the grievance, the Chairman of the Board of Directors shall provide the grievant, within five (5) days, his/her written response to the grievance utilizing Decision by Chairman of Board of Directors in Appendix H-6.

**Step 4:** Arbitration. In the event that the grievant is not satisfied with the decision rendered pursuant to Step 3, or if no decision has been rendered within the time limit specified in Step 3, the Association may, within ten (10) days after said decision or ten (10) days after Step 3 if no decision is rendered submit the grievance to arbitration in accordance with the provisions hereof.

The Association shall provide written notice to the District of its intent to submit the grievance to arbitration using the Determination Regarding Arbitration form in Appendix H-7.

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

The arbitrator, who shall function in a judicial and not a legislative capacity, shall have only such jurisdiction and authority as is specifically granted to him/her by this Agreement.

The arbitrator shall be limited to determining whether or not the District has violated or failed to apply the specific provision as agreed. The arbitrator shall have no power to change, add to, or delete from any of the specific terms of this Agreement. Grievances not processed in accordance with the provisions of this Agreement shall not be subject to arbitration. Any matter coming before the arbitrator which is not within his/her authority, function and jurisdiction, as herein defined, shall be rejected by him/her on that basis without any further decision or recommendation.

Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, and the arbitrator shall have the authority to hear the cases regarding arbitrability and the merits before resolving or deciding upon either issue.

Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance shall be consolidated for hearing before the arbitrator, and the arbitrator shall have the authority to hear the cases regarding arbitrability and the merits before resolving or deciding upon either issue.

The decision of the arbitrator, when provided in accordance with the foregoing, shall be final and binding upon both parties, unless it is determined by a court of competent jurisdiction that the arbitrator exceeded the jurisdiction herein conveyed, or the decision is clearly erroneous or contrary to law.

#### **SECTION 10.12 - EXCLUSIVE REMEDY**

The grievance procedure as hereinbefore set forth in this Agreement shall be the exclusive procedure and sole means of remedying any grievance as defined in this Agreement.

### **ARTICLE XI - SIGNATURE OF PARTIES**

#### **SECTION 11.1 - DURATION OF AGREEMENT**

This Agreement shall become effective September 1, 2018, provided that services rendered by employees during August 2018 and applicable terms related to the 2018-19, 2019-20 and 2020-21 school years shall be in accordance with this Agreement. This Agreement shall be effective subject to ratification by both parties and shall remain in full force through August 31, 2021.

#### **SECTION 11.2 - MUTUAL AGREEMENT AND REOPENERS**

Nothing herein shall preclude or is intended to prohibit the parties from reaching mutual agreement to amend any provision of this Agreement.

During the term of this Agreement, either party may choose to reopen negotiations to amend limited provisions of this Agreement prior to a future work year if the actions of the state or national government or agencies have, in the judgment of the Association or District, materially changed or impacted employees, management, the Association or employer.

1 This clause will respond to any such changes caused by external government actions that impact the  
2 terms and conditions of employment and/or understanding relied upon by the parties at the time this  
3 Agreement was approved.  
4

5 Either party desiring to exercise this clause shall give notice to the other party at least sixty (60) days  
6 prior to the start of the succeeding work year.  
7

8 **SECTION 11.3 - SUCCESSOR AGREEMENT**  
9

10 Negotiations for a successor agreement shall commence no later than May 15, 2021, unless a later date  
11 is agreed to by both parties.  
12

13 This Agreement, having been ratified by the District and Association, is hereunder executed by the  
14 duly authorized representatives of the Board of Directors and Granite Falls Education Association:  
15

16 **Granite Falls Education Association**

17 **Granite Falls School District**

18  
19  
20 By: \_\_\_\_\_

21 By: \_\_\_\_\_

22  
23  
24 By: \_\_\_\_\_

25 By: \_\_\_\_\_

26  
27  
28

**A - CERTIFICATION OF DUTIES PERFORMED FOR PLE SCHEDULE PAY**

NAME: \_\_\_\_\_

BUILDING: \_\_\_\_\_

The Professional Learning/Enrichment contract will compensate employees for the responsibilities that are outside of the state’s basic education commitment.

I, \_\_\_\_\_, do hereby certify that I have completed the activities, which qualify as services entitling me to PLE pay, which is paid in 12 equal monthly installments according to my placement on the PLE Schedule and that no other compensation has been paid to me for these duties.

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

Admin. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# APPENDIX B-1

## B-1 – 2021-2022 SALARY SCHEDULES

### 2021-22 BASE SALARY SCHEDULE

	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90/Doc
0	\$54,864	\$56,331	\$57,853	\$59,382	\$64,272	\$65,678	\$70,573	\$73,728
1	\$55,596	\$57,087	\$58,625	\$60,216	\$65,162	\$66,402	\$71,348	\$74,481
2	\$56,365	\$57,872	\$59,429	\$61,151	\$66,082	\$67,222	\$72,154	\$75,328
3	\$57,234	\$58,759	\$60,340	\$62,117	\$67,054	\$68,091	\$73,028	\$76,287
4	\$58,020	\$59,614	\$61,204	\$63,043	\$68,021	\$68,910	\$73,885	\$77,172
5	\$58,834	\$60,435	\$62,044	\$63,989	\$68,953	\$69,747	\$74,710	\$78,066
6	\$59,583	\$61,152	\$62,816	\$64,860	\$69,798	\$70,506	\$75,449	\$78,818
7	\$60,993	\$62,583	\$64,271	\$66,428	\$71,451	\$72,030	\$77,048	\$80,519
8	\$62,933	\$64,614	\$66,342	\$68,675	\$73,764	\$74,274	\$79,362	\$82,961
9		\$66,711	\$68,525	\$70,944	\$76,152	\$76,542	\$81,753	\$85,473
10			\$70,738	\$73,330	\$78,605	\$78,928	\$84,206	\$88,049
11				\$75,785	\$81,176	\$81,385	\$86,776	\$90,699
12				\$78,164	\$83,815	\$83,939	\$89,417	\$93,457
13					\$86,522	\$86,580	\$92,117	\$96,278
14					\$89,240	\$89,297	\$95,013	\$99,207
15					\$91,546	\$91,606	\$97,473	\$101,775
16					\$93,704	\$93,765	\$99,747	\$104,137

### Professional Learning/Enrichment Schedule

	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90/Doc
0	\$4,470	\$4,590	\$4,714	\$4,838	\$5,237	\$5,351	\$5,750	\$6,007
1	\$4,530	\$4,651	\$4,776	\$4,906	\$5,309	\$5,410	\$5,813	\$6,068
2	\$4,592	\$4,715	\$4,842	\$4,982	\$5,384	\$5,477	\$5,879	\$6,137
3	\$4,663	\$4,787	\$4,916	\$5,061	\$5,463	\$5,548	\$5,950	\$6,215
4	\$4,727	\$4,857	\$4,987	\$5,136	\$5,542	\$5,614	\$6,020	\$6,288
5	\$4,793	\$4,924	\$5,055	\$5,213	\$5,618	\$5,683	\$6,087	\$6,360
6	\$4,854	\$4,982	\$5,118	\$5,284	\$5,687	\$5,744	\$6,147	\$6,422
7	\$4,969	\$5,099	\$5,236	\$5,412	\$5,821	\$5,869	\$6,277	\$6,560
8	\$5,127	\$5,264	\$5,405	\$5,595	\$6,010	\$6,051	\$6,466	\$6,759
9		\$5,435	\$5,583	\$5,780	\$6,204	\$6,236	\$6,661	\$6,964
10			\$5,763	\$5,975	\$6,404	\$6,431	\$6,861	\$7,174
11				\$6,174	\$6,614	\$6,631	\$7,070	\$7,390
12				\$6,368	\$6,829	\$6,839	\$7,285	\$7,614
13					\$7,049	\$7,054	\$7,505	\$7,844
14					\$7,271	\$7,275	\$7,741	\$8,083
15					\$7,459	\$7,464	\$7,942	\$8,292
16					\$7,607	\$7,612	\$8,099	\$8,457

1  
2**2021-22 TOTAL SALARY SCHEDULE (BASE + PLE)**

	BA	BA+15	BA+30	BA+45	BA+90	MA	MA+45	MA+90/Doc
<b>0</b>	\$59,334	\$60,920	\$62,566	\$64,220	\$69,509	\$71,029	\$76,323	\$79,735
<b>1</b>	\$60,125	\$61,738	\$63,401	\$65,122	\$70,471	\$71,812	\$77,161	\$80,549
<b>2</b>	\$60,958	\$62,588	\$64,271	\$66,133	\$71,466	\$72,699	\$78,033	\$81,465
<b>3</b>	\$61,897	\$63,546	\$65,256	\$67,178	\$72,517	\$73,639	\$78,978	\$82,502
<b>4</b>	\$62,747	\$64,471	\$66,191	\$68,180	\$73,563	\$74,525	\$79,905	\$83,459
<b>5</b>	\$63,627	\$65,359	\$67,099	\$69,202	\$74,571	\$75,430	\$80,797	\$84,426
<b>6</b>	\$64,437	\$66,134	\$67,934	\$70,144	\$75,484	\$76,251	\$81,596	\$85,240
<b>7</b>	\$65,962	\$67,682	\$69,508	\$71,840	\$77,273	\$77,898	\$83,326	\$87,080
<b>8</b>	\$68,060	\$69,878	\$71,747	\$74,270	\$79,774	\$80,325	\$85,828	\$89,720
<b>9</b>		\$72,146	\$74,108	\$76,724	\$82,356	\$82,778	\$88,414	\$92,437
<b>10</b>			\$76,502	\$79,305	\$85,009	\$85,359	\$91,067	\$95,223
<b>11</b>				\$81,959	\$87,790	\$88,016	\$93,846	\$98,088
<b>12</b>				\$84,533	\$90,644	\$90,778	\$96,702	\$101,071
<b>13</b>					\$93,572	\$93,634	\$99,622	\$104,122
<b>14</b>					\$96,511	\$96,572	\$102,755	\$107,290
<b>15</b>					\$99,004	\$99,069	\$105,414	\$110,067
<b>16</b>					\$101,311	\$101,377	\$107,847	\$112,594

3  
4  
5

## APPENDIX C

### C - CO-CURRICULAR SALARY SCHEDULE

The stipends below shall be increased annually by the state's inflationary adjustment percentage used in the state appropriations act for school funding formulas (currently the implicit price deflator).

Position	Years of Experience				
	0	1	2	3	4
MS/HS Band	\$4,032	\$4,152	\$4,274	\$4,393	\$4,514
Choir	\$2,015	\$2,135	\$2,258	\$2,378	\$2,499
Elem Music	\$1,007	\$1,128	\$1,249	\$1,371	\$1,491
HS Annual and HS Journalism	\$1,814	\$1,935	\$2,055	\$2,178	\$2,299
MS Annual/Journalism*	\$2,015	\$2,135	\$2,258	\$2,378	\$2,499
Crossroads Annual	\$1,076	\$1,142	\$1,206	\$1,271	\$1,336
HS Department Head	\$1,766				
PE Department Head	\$884				
Art Department Head	\$884				
MS Grade Level Leader	\$867				
Elem Grade Level Leader	\$867				
Elem & MS PLC Leader	\$505 ( <u>minimum of 3 per elementary and minimum of 3 middle school (9 total)). Special education and specialist PLC leaders shall also be selected and compensated at this rate.</u> )				
Crossroads/Open Doors PLC Leader	\$867: Minimum of 3 positions + Trauma PLC Leader				

\*Should the position of MS Annual and Journalism become a position shared by two employees, stated stipend shall be split equally between the two employees.

The stipends for any additional co-curricular positions shall be subject to bargaining.

No employee will be asked to begin providing services in a co-curricular position until it has been determined that the co-curricular program will be offered.

If a grant provides funding for any co-curricular position (new or in this chart), the decision as to whether to provide additional positions or to supplant the funding shall be determined through the LMC process or a meeting between the building administrator and a GFEA appointed representative.



## D-1 – 2021-22 WORK YEAR CALENDAR

Early Release  
Wednesdays =  
80-minute Early Release

# 2021-2022 Calendar | GRANITE FALLS

AUGUST '21						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

19-20 New Employee Orientation  
23-24 New Employee Orientation  
25-26 PLD- School of Rock  
31 PLD .5 BLDG./ .5 Teacher

2 Early Release  
9 Early Release  
16 Early Release  
18 No School, Mid-Winter Break  
21 No School, Presidents Day  
23 Early Release

FEBRUARY '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

SEPTEMBER '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1 **1<sup>st</sup> Day of School**  
6 Labor Day, No School  
8 Early Release  
15 Early Release  
22 Early Release  
29 Early Release

2 Early Release  
7-8 Conferences- (Elementary- No School/ Secondary- Half-day Early Release)  
9 Early Release  
16 Early Release  
23 Early Release  
30 Early Release

MARCH '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

OCTOBER '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

6 Early Release  
13 Early Release  
20 Early Release  
27 Early Release

1 Half-day Early Release  
4-8 No School, Spring Break  
13 Early Release  
20 Early Release  
27 Early Release

APRIL '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

1-2 Conferences- (Elementary- No School/ Secondary- Half-day Early Release)  
3 Early Release  
10 Early Release  
11 No School, Veterans Day  
17 Early Release  
24 Half Day Release  
25-26 No School, Thanksgiving Holiday

4 Early Release  
11 Early Release  
18 Early Release  
25 Early Release  
30 No School, Memorial Day

MAY '22						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

DECEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 Early Release  
8 Early Release  
15 Early Release  
17 Half Day Early Release (Half day for cert. staff)  
20-31 No School, Winter Break

1 Early Release  
8 Early Release  
10 **Last Day of School**

JUNE '22						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JANUARY '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

5 Early Release  
12 PLD- No School- Students Only  
17 No School, MLK Day  
19 Early Release  
26 Early Release/End of Semester  
28 Half-day Early Release

4 Independence Day

JULY '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**E-1 - SAMPLE CERTIFICATED EMPLOYEE CONTRACT (NON-PROVISIONAL)**

IT IS HEREBY AGREED by and between the Board of Directors of Granite Falls School District, No. 332, of Snohomish County, Washington, hereinafter referred to as the "District," and \_\_\_\_\_, herein-after referred to as the "Employee," that said Employee shall perform assigned professional services as (position title) \_\_\_\_\_ in the public schools of the said District and perform such duties as are prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said District. Said Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute.

Said employment is for the 20\_\_ - 20\_\_ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than \_\_\_\_ days of service, exclusive of holidays and authorized vacations.

In consideration for the faithful performance of assigned duties the Employee shall receive an annual salary of \_\_\_\_\_ dollars (\$\_\_\_\_\_). Said salary is based upon placement on the District salary schedule determined from information supplied by the Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade of step placement indicated herein is incorrect. Said salary is computed on the basis of \_\_\_\_\_ contract days for regular employees for the school year. If the number of contract days specified for this employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any collective bargaining agreement in effect between the District and the organization certified or recognized as the negotiating representative for the non-supervisory certificated personnel employed by the Board. In the event that any of the provisions of this Individual Employee Contract shall be inconsistent with the provisions of any such Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail.

This contract does not become effective until the employee registers with the District Superintendent's office: (1) a valid teaching certificate, (2) official transcripts of preparation, (3) official verification of experience, (4) proof of identity and citizenship and (5) any other required credential.

This contract is offered for acceptance by the Employee only on the terms stated herein on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_. If it is not signed by the Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Employee's failure to act as a rejection of the contract and a waiver of any right of employment with the District. If the Employee returns the contract after the date indicated, the Board will consider it an offer by the Employee to contract and may accept or reject the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a rejection by the Employee of the offer to contract.

The Employee hereby represents, warrants, and affirms that he/she has not signed any other employment contract for the same term covered by this Contract, including an employment contract with another school district, or, if so, that the Board of Directors of such other school district has released said employee from said other employment contract.

BY ORDER OF THE BOARD OF DIRECTORS

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Superintendent-Secretary of Board

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date received by Superintendent

*Contracts are issued in quadruplicate. Sign and return the original and two (2) copies to the Superintendent's office and retain the employee copy.*

**E-2 - SAMPLE CERTIFICATED PROVISIONAL EMPLOYEE CONTRACT**

IT IS HEREBY AGREED by and between the Board of Directors of Granite Falls School District, No. 332, of Snohomish County, Washington, hereinafter referred to as the "District", and \_\_\_\_\_, hereinafter referred to as the "Provisional Employee", that the Provisional Employee shall be employed as a provisional certificated employee by the District and that the said Provisional Employee shall perform assigned professional services as \_\_\_\_\_ (position title) \_\_\_\_\_ in the public schools of the said District and perform such duties as prescribed by the laws of the State of Washington and by the policies, rules and regulations of the said District. Said Provisional Employee shall be subject to assignment or reassignment of duties by the Superintendent of Schools of said District subject to the limitations specified by statute.

Said employment is for the 20\_\_ - 20\_\_ school year as designated in the official school calendar, subject to Board declared emergencies, which shall include not more than \_\_\_\_ days of service, exclusive of holidays and authorized vacations.

In consideration of the faithful performance of assigned duties, the Provisional Employee shall receive an annual salary of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars. Said salary is based upon placement on the District salary schedule determined from information supplied by the Provisional Employee and is subject to change if (1) an official transcript of the record of preparation or (2) verification of experience evidences that the grade or step placement is incorrect. Said salary is computed on the basis of \_\_\_\_ contract days for regular employees of the school year. If the number of contract days specified for this Provisional Employee is less than that of a regular employee, the annual salary shall be prorated.

This contract shall be subject to the terms and conditions of any collective bargaining agreement in effect between the District and the organization certified or recognized as the negotiating representative for the non-supervisory certificated personnel employed by the Board. In the event that any of the provisions of this individual Employee Contract shall be inconsistent with the provisions of any such Collective Bargaining Agreement, then the terms of the Collective Bargaining Agreement shall prevail.

This contract does not become effective until the employee registers with the district superintendent's office (1) a valid teaching certificate, (2) official transcripts of preparation, (3) official verification of experience, (4) proof of identity and citizenship and (5) any other required credential. This contract may be non-renewed in accordance with the provisions of RCW 28A.67.072 as now or hereafter amended.

This contract is offered for acceptance by the Provisional Employee only on the terms stated herein on or before the \_\_\_\_ day \_\_\_\_\_, 20\_\_. If it is not signed by the Provisional Employee and returned to the Office of the Superintendent on or before the date indicated, the Board will consider the Provisional Employee's failure to act as a rejection of the contract. If the Provisional Employee returns the contract after the date indicated, the Board will consider it an offer by the Provisional Employee to contract and may accept or reject the offer. If the contract is returned with any of its terms changed or modified, the Board will consider it a rejection by the Provisional Employee of the offer to contract.

The employee hereby represents, warrants and affirms that he/she has not signed any other employment contract for the same term covered by this Contract, including an employment contract with another school district, or, if so, that the Board of Directors of said other school district has released said employee from said other employment.

BY ORDER OF THE BOARD OF DIRECTORS

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Superintendent-Secretary of Board

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date received by Superintendent

*Contracts are issued in quadruplicate. Sign and return the original and two (2) copies to the Superintendent's office and retain the employee copy.*

**F-1 - PRE-OBSERVATION CONFERENCE PLANNING FORM**

Please complete this form prior to our pre-observation conference on \_\_\_\_\_

Teacher: \_\_\_\_\_ Grade Level: \_\_\_\_\_ Subject: \_\_\_\_\_

Pre-conference date/time: \_\_\_\_\_ Date of Observation: \_\_\_\_\_

Post-conference date/time: \_\_\_\_\_ Number of students: \_\_\_\_\_

**Comments/Working Conditions:****Learning Objectives:**

1. Which District goals does this lesson address?

2. What are the specific objectives for this lesson? (What will the students know or be able to do at the end of the lesson?)

3. How does this lesson fit into the instructional sequence for this unit?

**Teacher Behaviors:**

1. What methods and activities will you use to accomplish your objectives?

2. How will you monitor student progress during this lesson?

3. What assessment strategies will you use to be sure that all students have learned what you intended?

4. What potential classroom management challenges may be related to this lesson?

## F-2 - CRITERIA FOR EVALUATION OF TEACHING EMPLOYEES

The evaluator shall decide which indicators, if any, are appropriate for assessing the performance of the particular employee being evaluated.

**Criterion 1: Instructional Skill.** The certificated classroom teacher demonstrates, in his/her performance a competent level of knowledge and skill in designing and conducting an instructional experience.

*Indicators:* The evaluator may assess such teacher abilities and practices as:

- 1.1 identifying the learning needs of individual pupils;
- 1.2 establishing learning objective/outcomes consistent with district learning objectives and goals;
- 1.3 planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes;
- 1.4 conducting/implementing the instructional plan/experience;
- 1.5 using the principles of learning to facilitate the learning objective;
- 1.6 assessing pupil's learning/achievement of outcomes and using the resultant data in the design of future instructional experiences;
- 1.7 identifying and implementing local school district goals, objectives, and policies which affect/influence instructional decisions, curricular outcomes, school and classroom procedures, and other similar matters.

**Criterion 2: Classroom Management.** The certificated classroom teacher demonstrates, in their performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

*Indicators:* The evaluator may assess such teacher abilities and practices as:

- 2.1 selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved;
- 2.2 organizing the physical setting so that it contributes to learning;
- 2.3 identifying and appropriately using instructional resources available throughout the school district and the community;
- 2.4 organizing individual, small group, or large group learning experience as appropriate to the pupil(s), subject matter, and outcomes desired;
- 2.5 providing a classroom climate conducive to student learning.

**Criterion 3: Professional Preparation and Scholarship.** The certificated classroom teacher exhibits, in his/her performance evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

*Indicators:* The evaluator may assess the teacher's demonstrated knowledge of and ability to:

- 3.1 use instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired;
- 3.2 relate/use the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences;
- 3.3 specify educational philosophy underlying one's instructional decisions;
- 3.4 demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, and other similar matters);

- 3.5 implement statutes and rules/regulations which have implications for the professional's practice, subject matter specialization, and/or school policy.

**Criterion 4: Efforts Toward Improvement When Needed.** The certificated classroom teacher demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.

*Indicators:*

- 4.1 in-service and career development activities sponsored by the district, educational service district, and professional organization;
- 4.2 continuing education and training initiated and selected by the individual;
- 4.3 follow-through and response to recommendations included in periodic and annual personnel evaluation;
- 4.4 self-assessment/evaluation and identification of strengths, needs, limitations.

**Criterion 5: The Handling of student discipline and attendant problems.** The certificated classroom teacher demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

*Indicators:* The evaluator may consider such teacher abilities and practices as:

- 5.1 recognizing conditions which may lead to disciplinary problems;
- 5.2 establishing clear parameters for student "in-classroom" conduct and make known these expectation;
- 5.3 developing appropriate strategies for preventing disciplinary problems;
- 5.4 responding appropriately to disciplinary problems when they do occur;
- 5.5 resolving discipline problems in accordance with law, school board policy, and administrative regulations and policies;
- 5.6 assisting students toward self-discipline and acceptable standards of stunned behavior.

**Criterion 6: Interest in teaching pupils.** The certificated classroom teacher demonstrates an understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.

- 6.1 enjoys the process of working with students;
- 6.2 recognizes characteristics of each student;
- 6.3 uses knowledge of individual students(s) to design learning experiences and facilitate learning;
- 6.4 uses the results of student achievement examinations to design methods and means to improve teaching and student performance.

**Criterion 7: Knowledge of Subject Matter.** The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

*Indicators:* The evaluator may assess the extent to which the teacher:

- 7.1 depth of knowledge in the subject matter area;
- 7.2 extent to which the teacher keeps abreast of new developments, ideas, and;
- 7.3 relationship between one's subject matter field and other disciplines/subjects;
- 7.4 breadth of knowledge in general education/liberal arts or pursuit of such knowledge.

### F-3 - CRITERIA FOR EVALUATION OF EDUCATION SUPPORT EMPLOYEES

**Criterion 1 Knowledge and Scholarship in Special field.** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates knowledge of theory and content in the special field. He/she demonstrates and understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

*Indicators:* The evaluator may assess the support person's competency to:

- 1.1 provide a theoretical rationale for the use of various procedures;
- 1.2 demonstrate understanding of the basic principles of human growth and development;
- 1.3 demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals;
- 1.4 relate and apply knowledge, research findings and theory deriving from the individuals' specific discipline to the development of the program of services.

**Criterion 2 Specialized Skills.** Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

*Indicators:* The evaluator may assess the support person's competency to:

- 2.1 design and conduct a program providing specific and unique services within the individual's specific discipline;
- 2.2 demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
  - a. to help students integrate and assimilate data;
  - b. to help others involved with the students interpret and use data appropriately and accurately;
  - c. to help other specialists by providing case study materials;
- 2.3 administer assessment procedures or to organize and prepare those who will administer assessment procedures;
- 2.4 demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program;
- 2.5 develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

**Criterion 3 Management of Special and Technical Environment.** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

*Indicators:* The evaluator may assess the support person's competency to:

- 3.1 select or recommend testing and non-testing devices, materials, and/or equipment appropriate to student needs;
- 3.2 demonstrate the use and understanding of the limitations and restrictions of devices, material, and procedures, and other similar matters;
- 3.3 use comparative and interpretive data;
- 3.4 create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

**Criterion 4 The Support Person as a Professional.** Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

*Indicators:* The evaluator may assess the support person's competency to:

- 4.1 demonstrate awareness of the law as it relates to area of specialization;
- 4.2 demonstrate awareness of responsibilities to students, parents and other educational personnel as defined by the professional code of ethics supported by the support person's competence area;
- 4.3 demonstrate commitment to school and professional activities (attendance at local district and state meetings, consortium activities, participation on special committees, and other similar matters);
- 4.4 demonstrate commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

**Criterion 5 Involvement in Assisting Pupils, Parents and Educational Personnel.** Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

*Indicators:* The evaluator may assess the support person's commitment to, and competence in, offering specialized assistance:

- 5.1 consult with other staff, school personnel, and parents, concerning the development, coordination, and/or extension of services to those needing specialized programs;
- 5.2 plan and develop support program to serve the preventive and developmental needs of the school population and the special needs for some students;
- 5.3 interpret characteristics and needs of students to parents, staff, and community, in group and individual settings via oral and written communications.



## F-4 - OBSERVATION OF TEACHING EMPLOYEES

Name \_\_\_\_\_ Assignment \_\_\_\_\_

Observation Date \_\_\_\_\_ Time \_\_\_\_\_

S = Satisfactory      C = Continued Effort      I = Improvement Needed      U = Unsatisfactory

- \_\_\_\_\_ 1. **Knowledge of Subject Matter.** The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

Performance Indicators:

- 1.1 shows depth of knowledge in the subject matter areas;
- 1.2 integrates area(s) of expertise with other subjects when appropriate;
- 1.3 demonstrates enthusiasm and interest in subjects taught;
- 1.4 keeps current with developments in subject matter;
- 1.5 demonstrates knowledge of subject matter which reflects understanding of district curriculum as the framework for subject areas.

Evaluator Comments:

- \_\_\_\_\_ 2. **Instructional Skill.** The certificated classroom teacher demonstrates a competent level of knowledge and skill in designing and conducting an instructional experience.

Planning Indicators:

- 2.1 develops short-range and long-range plans;
- 2.2 identifies and implements current district goals, objectives, policies, and adopted curriculums to plan and develop a variety of instructional experiences and strategies to meet the learning needs of individual students;
- 2.3 demonstrates ability to evaluate, select, and modify curriculum to meet varied student needs and abilities;
- 2.4 selects and implements appropriate assessments aligned with curriculum;
- 2.5 utilizes assessment results in subsequent instructional planning.

Instruction and Assessment Indicators:

- 2.6 implements instructional plan;
- 2.7 demonstrates competence in designing and implementing an instructional experience which facilitates retention, application, and transfer of knowledge;
- 2.8 uses effective questioning techniques, problem solving and application strategies;
- 2.9 actively engages students in the learning process;
- 2.10 checks for student understanding and modifies instruction accordingly;
- 2.11 uses clear and consistent means of communicating student progress;
- 2.12 reports regularly to parents/guardians according to district policy.

Evaluator Comments:

- \_\_\_\_\_ 3. **Classroom Management.** The certificated classroom teacher demonstrates a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators:

- 3.1 creates and maintains classroom expectations, routines, and procedures;
- 3.2 maintains a safe, efficient, and stimulating classroom environment conducive to learning;
- 3.3 structures the classroom environment and utilizes available resources to enable students with different learning styles and abilities to succeed;

- 3.4 organizes individual, small group, and large group learning experiences as appropriate to the student, subject matter and outcomes desired;
- 3.5 maintains a record keeping system as required by district policy and building procedures.

Evaluator Comments:

- 4. **Interest in Teaching Students.** The certificated classroom teacher demonstrates an understanding of and commitment to each student, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with students.

Performance Indicators:

- 4.1 makes an effort to know each student as an individual;
- 4.2 interacts with students in a mutually respectful and professional manner;
- 4.3 uses knowledge of individual students to design and facilitate learning;
- 4.4 recognizes as valid the interests, questions, and concerns of students.

Evaluator Comments:

- 5. **The Handling of Student Discipline and Attendant Problems.** The certificated classroom teacher demonstrates the ability to manage the non-instructional human dynamics in the educational setting.

Performance Indicators:

- 5.1 creates a positive classroom climate;
- 5.2 establishes and teaches clear parameters for student conduct in accordance with building procedures;
- 5.3 develops appropriate strategies for preventing disciplinary problems;
- 5.4 responds to disciplinary problems when they do occur;
- 5.5 resolves discipline problems appropriately and in accordance with building procedures and district policies;
- 5.6 handles new situations and emergencies professionally;
- 5.7 exercises responsibility for student management throughout the building.

Evaluator Comments:

**To the extent observed during this school year, the evaluator may comment on the following areas.**

- 6. **Professional Preparation and Scholarship.** The certificated classroom teacher exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

- 7. **Efforts Toward Improvement When Needed.** The certificated classroom teacher demonstrates an awareness of limitations and strengths, and demonstrates continued professional growth.

Principal's Signature

Date

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

Teacher's Signature

Date

**F-5 - FORMAL OBSERVATION REPORT FORM EDUCATION SUPPORT EMPLOYEES**

NAME \_\_\_\_\_

DATE \_\_\_\_\_

OBSERVER \_\_\_\_\_

BUILDING \_\_\_\_\_

Pre-conference date \_\_\_\_\_

Date of Observation \_\_\_\_\_

Subject Area \_\_\_\_\_

Lesson Plans Available \_\_\_\_\_ Yes \_\_\_\_\_ No

Objectives: \_\_\_\_\_

\_\_\_\_\_

Methods to be used : \_\_\_\_\_

\_\_\_\_\_

Materials to be used: \_\_\_\_\_

\_\_\_\_\_

Class Size: \_\_\_\_\_

Comments/Working Conditions, etc: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Criterion to be focused on: \_\_\_\_\_

\_\_\_\_\_

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Observer Notes: \_\_\_\_\_

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Post-Observation Date: \_\_\_\_\_

Areas of Proficiency: \_\_\_\_\_

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Areas of Deficiency, if any: \_\_\_\_\_

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Suggestions for Improvement, if any: \_\_\_\_\_

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Suggestions for Enhancement: \_\_\_\_\_

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Follow-up observations, if scheduled: \_\_\_\_\_

Date \_\_\_\_\_ Number of attached pages, if any: \_\_\_\_\_

Signature of Evaluator \_\_\_\_\_

Signature of Employee \_\_\_\_\_ Date: \_\_\_\_\_

## F-6 - FINAL EVALUATION OF TEACHING EMPLOYEES

Name \_\_\_\_\_ Assignment \_\_\_\_\_

Date \_\_\_\_\_

**S** = Satisfactory      **U** = Unsatisfactory

1. **Knowledge of Subject Matter.** The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

Performance Indicators:

- 1.1 shows depth of knowledge in the subject matter areas;
- 1.2 integrates area(s) of expertise with other subjects when appropriate;
- 1.3 demonstrates enthusiasm and interest in subjects taught;
- 1.4 keeps current with developments in subject matter;
- 1.5 demonstrates knowledge of subject matter which reflects understanding of district curriculum as the framework for subject areas.

Evaluator Comments:

2. **Instructional Skill.** The certificated classroom teacher demonstrates a competent level of knowledge and skill in designing and conducting an instructional experience.

Planning Indicators:

- 2.1 develops short-range and long-range plans;
- 2.2 identifies and implements current district goals, objectives, policies, and adopted curriculums to plan and develop a variety of instructional experiences and strategies to meet the learning needs of individual students;
- 2.3 demonstrates ability to evaluate, select, and modify curriculum to meet varied student needs and abilities;
- 2.4 selects and implements appropriate assessments aligned with curriculum;
- 2.5 utilizes assessment results in subsequent instructional planning.

Instruction and Assessment Indicators:

- 2.6 implements instructional plan;
- 2.7 demonstrates competence in designing and implementing an instructional experience which facilitates retention, application, and transfer of knowledge;
- 2.8 uses effective questioning techniques, problem solving and application strategies;
- 2.9 actively engages students in the learning process;
- 2.10 checks for student understanding and modifies instruction accordingly;
- 2.11 uses clear and consistent means of communicating student progress;
- 2.12 reports regularly to parents/guardians according to district policy.

Evaluator Comments:

3. **Classroom Management.** The certificated classroom teacher demonstrates a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

Performance Indicators:

- 3.1 creates and maintains classroom expectations, routines, and procedures;
- 3.2 maintains a safe, efficient, and stimulating classroom environment conducive to learning;

- 1 3.3 structures the classroom environment and utilizes available resources to enable students with different learning  
2 styles and abilities to succeed;  
3 3.4 organizes individual, small group, and large group learning experiences as appropriate to the student, subject  
4 matter and outcomes desired;  
5 3.5 maintains a record keeping system as required by district policy and building procedures.  
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7 Evaluator Comments:  
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- 11 **4. Interest in Teaching Students.** The certificated classroom teacher demonstrates an understanding of and  
12 commitment to each student, taking into account each individual's unique background and characteristics. The  
13 certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with students.  
14

15 Performance Indicators:

- 16 4.1 makes an effort to know each student as an individual;  
17 4.2 interacts with students in a mutually respectful and professional manner;  
18 4.3 uses knowledge of individual students to design and facilitate learning;  
19 4.4 recognizes as valid the interests, questions, and concerns of students.  
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21 Evaluator Comments:  
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- 24 **5. The Handling of Student Discipline and Attendant Problems.** The certificated classroom teacher demonstrates the  
25 ability to manage the non-instructional human dynamics in the educational setting.  
26

27 Performance Indicators:

- 28 5.1 creates a positive classroom climate;  
29 5.2 establishes and teaches clear parameters for student conduct in accordance with building procedures;  
30 5.3 develops appropriate strategies for preventing disciplinary problems;  
31 5.4 responds to disciplinary problems when they do occur;  
32 5.5 resolves discipline problems appropriately and in accordance with building procedures and district policies;  
33 5.6 handles new situations and emergencies professionally;  
34 5.7 exercises responsibility for student management throughout the building.  
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36 Evaluator Comments:  
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- 40 **6. Professional Preparation and Scholarship.** The certificated classroom teacher exhibits evidence of having a  
41 theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as  
42 a profession.  
43

44 Performance Indicators:

- 45 6.1 uses and relates instructional strategies/methods and teaching theory in the design of learning experiences;  
46 6.2 demonstrates commitment to school and professional activities;  
47 6.3 demonstrates commitment to the profession;  
48 6.4 selects training to promote professional growth and/or educational reform.  
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50 Evaluator Comments:  
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**7. Efforts Toward Improvement When Needed.** The certificated classroom teacher demonstrates an awareness of limitations and strengths, and demonstrates continued professional growth.

Performance Indicators:

- 7.1 responds professionally to recommendations included in periodic and annual evaluations;
- 7.2 uses self-assessment to identify strengths, needs, and limitations;
- 7.3 takes appropriate action to facilitate growth, including participation in professional growth activities;
- 7.4 explores new curriculum and instructional techniques as appropriate;
- 7.5 collaborates with other certificated personnel and support staff;
- 7.6 uses new information to guide improvements.

Evaluator Comments:

**Based on the adopted criteria, overall performance has been:**

☐ S = Satisfactory

☐ U = Unsatisfactory

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

My signature below indicates that I have seen this evaluation. It does not necessarily indicate agreement with the findings. I understand that I may submit a written response to this evaluation.

\_\_\_\_\_  
Teacher's Signature

\_\_\_\_\_  
Date

**F-7 - FINAL EVALUATION FORM FOR EDUCATION SUPPORT EMPLOYEES**

NAME \_\_\_\_\_ POSITION \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_ EVALUATOR \_\_\_\_\_ TITLE \_\_\_\_\_

**Criterion 1 Knowledge and Scholarship in Special field.** Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates knowledge of theory and content in the special field. He/she demonstrates understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

The evaluator may assess the support person's competency to:

- A. provide a theoretical rationale for the use of various procedures;
- B. demonstrate understanding of the basic principles of human growth and development;
- C. demonstrate awareness of personal and professional limitations and have the ability and knowledge to make appropriate referrals;
- D. relate and apply knowledge, research findings and theory deriving from the individuals' specific discipline to the development of the program of services.

1) Evident                      2) Needs Improvement                      3) Unsatisfactory                      4) N/A

Evaluator Comments: \_\_\_\_\_ Employee Comments: \_\_\_\_\_

**Criterion 2 Specialized Skills.** Each certificated support person demonstrates in this/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation. The evaluator may assess the support person's competency to:

- A. design and conduct a program providing specific and unique services within the individual's specific discipline;
- B. demonstrate ability to synthesize and integrate testing and non-testing data concerning the student;
  - a. to help students integrate and assimilate data;
  - b. to help others involved with the students interpret and use data appropriately and accurately;
  - c. to help other specialists by providing case study materials;
- C. administer assessment procedures or to organize and prepare those who will administer assessment procedures;
- D. demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program;
- E. develop goals and objectives consistent with district-level goals and objectives which will facilitate the implementation of programs and services.

1) Evident                      2) Needs Improvement                      3) Unsatisfactory                      4) N/A

Evaluator Comments: \_\_\_\_\_ Employee Comments: \_\_\_\_\_

**Criterion 3 Management Of Special And Technical Environment.** Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs. The evaluator may assess the support person's competency to:

- A. select or recommend testing and non-testing devices, materials, and/or equipment appropriate to student needs;
- B. demonstrate the use and understanding of the limitations and restrictions of devices, material, and procedures, and other similar matters.
- C. use comparative and interpretive data;
- D. create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies.

1) Evident                      2) Needs Improvement                      3) Unsatisfactory                      4) N/A



1 Evaluator Comments \_\_\_\_\_ Employee Comments: \_\_\_\_\_  
2

3 **Criterion 4 The Support Person As A Professional.** Each certificated support person demonstrates awareness of  
4 his/her limitations and strengths and demonstrates continued professional growth. The evaluator may assess the support  
5 person's competency to:

- 6 A. demonstrate awareness of the law as it relates to area of specialization;  
7 B. demonstrate awareness of responsibilities to students, parents and other educational personnel as defined by  
8 the professional code of ethics supported by the support person's competence area;  
9 C. demonstrate commitment to school and professional activities (attendance at local district and state meetings,  
10 consortium activities, participation on special committees, and other similar matters);  
11 D. demonstrate commitment to the concept of career-long professional growth by participation in workshops and  
12 seminars or graduate study.

13  
14 1) Evident 2) Needs Improvement 3) Unsatisfactory 4) N/A  
15

16 Evaluator Comments: \_\_\_\_\_ Employee Comments: \_\_\_\_\_  
17

18 **Criterion 5 Involvement In Assisting Pupils, Parents And Educational Personnel.** Each certificated support  
19 person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing  
20 specialized programs. The evaluator may assess the support person's commitment to, and competence in, offering  
21 specialized assistance:

- 22 A. consult with other staff, school personnel, and parents, concerning the development, coordination, and/or  
23 extension of services to those needing specialized programs;  
24 B. plan and develop support program to serve the preventive and developmental needs of the school population  
25 and the special needs for some students;  
26 C. interpret characteristics and needs of students to parents, staff, and community, in group and individual  
27 settings via oral and written communications.

28  
29 1) Evident 2) Needs Improvement 3) Unsatisfactory 4) N/A  
30

31 Evaluator Comments: \_\_\_\_\_ Employee Comments: \_\_\_\_\_  
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33 It is my judgment based on adopted criteria that this employee's overall performance has been:

34 ☐ SATISFACTORY ☐ UNSATISFACTORY during the evaluation period covered  
35

36  
37 in this final evaluation for the school year of \_\_\_\_\_.  
38

39  
40 Signature of Evaluator \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
41

42  
43 Two copies of this form should be completed - one to be given to the employee, the other is to be forwarded to the  
44 Personnel Office.

45  
46 TEACHER SIGNATURE. *My signature below indicates that I have seen this evaluation. It does not necessarily indicate*  
47 *agreement with the findings.*

48  
49 Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_  
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**F-8 - SHORT FORM**

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

Observation date: \_\_\_\_\_ Time of observation: from \_\_\_\_\_ to \_\_\_\_\_

Evaluator's signature: \_\_\_\_\_ Date \_\_\_\_\_

Teacher's signature\*: \_\_\_\_\_ Date \_\_\_\_\_

Date copy given to employee: \_\_\_\_\_

\*Indicates only that the teacher has reviewed the evaluation in conference with the evaluator.

**F-9 - PROFESSIONAL GROWTH OPTION**

After reading the information on the Professional Growth Option and determining that I am eligible for the PGO, I am declaring my intention to participate in the program.

I understand that this form must be filled out and turned in to the building administrator by October 1<sup>st</sup> to participate in the PGO.

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

Building: \_\_\_\_\_

Position: \_\_\_\_\_

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

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

Building Administrator: \_\_\_\_\_

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

.....  
Documentation of Participation

**Annual Goals Developed**

_____	_____	_____
Date	Employee	Principal/Supervisor

**Mid-Year Assessment of Progress Toward Goals**

_____	_____	_____
Date	Employee	Principal/Supervisor

**Year-End Assessment of Progress Toward Goals**

_____	_____	_____
Date	Employee	Principal/Supervisor

**Please send a copy of this page only to the Human Resources Department to document annual participation.** Materials/records/portfolios expressly developed as a result of the individual's participation in the professional growth program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the District in its formal evaluation criteria.

**(GFEA Section 9.3.12 – Professional Growth Program)**  
**PROFESSIONAL GROWTH PLAN**

Name \_\_\_\_\_ School Year \_\_\_\_\_

1. Professional goals (only one to five goals recommended) which are to be the focus of my Professional Growth Plan activities and discussions.\*

2. What is the plan of action for achieving my goals?

3. How can my principal help me achieve my goals?

4. Who will be involved in working with me to achieve my goals?

5. How will I measure my success in achieving my goals?

\*WAC 392-191-080 (Stipulates that one or more of the following sources of information are to be used in developing the professional growth plan. 1. Peer review and evaluation; 2. input by parents; 3. input by students; 4. personal and/or professional goals; 5. school district goals; 6. building goals; 7. self-assessment; 8. personal academic records; and 9. school district evaluations.)

**MID-YEAR ASSESSMENT OF PROGRESS TOWARD GOALS**

(Data may be attached)

Conference Date \_\_\_\_\_

Initials \_\_\_\_\_

Teacher's Comments:

Supervisor's Comments:

**YEAR-END ASSESSMENT OF PROGRESS TOWARD GOALS**

(Data may be attached)

Year-End Conference Date \_\_\_\_\_

Teacher's Comments:

Supervisor's Comments:

Signatures: Teacher \_\_\_\_\_

Supervisor \_\_\_\_\_

Through informal observation and evidence of work on PGO plan, \_\_\_\_\_  
meets or exceeds minimum competency criteria as defined by state statute.

Supervisor's Signature: \_\_\_\_\_

**G - THE SEVEN TESTS OF JUST CAUSE**

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

**H-1 - NOTICE OF GRIEVANCE: STEP 1**

Grievant \_\_\_\_\_

Home Address of Grievant \_\_\_\_\_

Telephone \_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Subject Area or Grade \_\_\_\_\_ Association Representative \_\_\_\_\_

---

**STATEMENT OF GRIEVANCE**

- a. Date of grievance:
- b. Section or sections of agreement alleged to be violated.
- c. Person/persons involved:
- d. Nature/circumstances of grievance:

**RELIEF SOUGHT**\_\_\_\_\_  
Signature of Grievant\_\_\_\_\_  
Date

**Distribution of Form:**      Association Representative      Association  
   Immediate Supervisor      Grievant

**H-2 - DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR: STEP 1**

(To be completed by school principal or immediate supervisor within 5 days after grievance hearing.)

Grievant \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_ School Principal/  
Immediate Supervisor \_\_\_\_\_

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**DECISION OF SCHOOL PRINCIPAL OR IMMEDIATE SUPERVISOR AND REASONS THEREFORE:**\_\_\_\_\_  
Date of Decision Signature of School Principal or Immediate Supervisor**Distribution of Form:** Association Representative Association  
Immediate Supervisor Grievant



**H-3 - APPEAL TO SUPERINTENDENT: STEP 2**

(To be completed by grievant within ten (10) days after Step 1 decision or ten (10) days after Step 1 meeting if no decision is rendered.)

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Home Address of Grievant \_\_\_\_\_

Telephone \_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

Association Representative \_\_\_\_\_

a. Reason for appeal to the Superintendent:

b. Additional facts relating to the grievance:

c. Anticipated witnesses to be called, if any, during hearing:

d. Attach copies of pertinent documents.

**RELIEF SOUGHT**

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

\_\_\_\_\_  
Date

**Distribution of Form:**      Association Representative      Association  
   Immediate Supervisor      Grievant

**H-4 - DECISION BY SUPERINTENDENT: STEP 2**

(To be completed by the Superintendent within five days after grievance hearing.)

Grievant \_\_\_\_\_

Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_

School Principal/  
Immediate Supervisor \_\_\_\_\_

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**DECISION AND PROPOSED SETTLEMENT OF SUPERINTENDENT/DESIGNEE AND REASONS THEREFORE:**\_\_\_\_\_  
Date of Decision\_\_\_\_\_  
Signature of Superintendent***Distribution of Form:***     *Association Representative*  
*Immediate Supervisor**Association*  
*Grievant*

**H-5 - APPEAL TO CHAIR OF THE DISTRICT BOARD OF DIRECTORS: STEP 3**

(To be completed by grievant within ten (10) days after Step 2 decision or ten (10) days after Step 2 meeting if no decision is rendered.)

Grievant \_\_\_\_\_ Date \_\_\_\_\_

Home Address of Grievant \_\_\_\_\_

Telephone \_\_\_\_\_

School \_\_\_\_\_ Immediate Supervisor \_\_\_\_\_

Years in School System \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

Association Representative \_\_\_\_\_

e. Reason for appeal to the Chairman of the District Board of Directors:

f. Additional facts relating to the grievance:

g. Anticipated witnesses to be called, if any, during hearing:

h. Attach copies of pertinent documents.

**RELIEF SOUGHT**

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

**Distribution of Form:** Association Representative Association  
Immediate Supervisor Grievant

**H-6 - DECISION BY CHAIR OF THE DISTRICT BOARD OF DIRECTORS: STEP 3**

(To be completed by the Chair of the District Board of Directors within 5 days after grievance hearing.)

Grievant \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

School \_\_\_\_\_ School Principal/  
Immediate Supervisor \_\_\_\_\_

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**DECISION AND PROPOSED SETTLEMENT OF CHAIRMAN OF THE DISTRICT BOARD OF  
DIRECTORS AND REASONS THEREFORE:**\_\_\_\_\_  
Date of Decision\_\_\_\_\_  
Signature of Superintendent

***Distribution of Form:***      *Association Representative*      *Association*  
   *Immediate Supervisor*      *Grievant*

**H-7 - DETERMINATION REGARDING ARBITRATION: STEP 4**

(To be completed by grievant within ten (10) days after Step 1 decision or ten (10) days after Step 1 meeting if no decision is rendered.)

Aggrieved Person \_\_\_\_\_ Date of Formal Presentation \_\_\_\_\_

Association President \_\_\_\_\_ Date Request Received  
for Arbitration \_\_\_\_\_

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**DETERMINATION BY ASSOCIATION:**

\_\_\_\_\_ The Association, through its designated bodies, has determined not to submit this grievance to arbitration.

\_\_\_\_\_ The Association, through its designated bodies, has determined to submit this grievance to arbitration.

Date of Determination

Signature of Association President

***Distribution of Form:***      *Association Representative*      *Association*  
   *Immediate Supervisor*      *Grievant*

## I - CEL 5D+ TEACHER EVALUATION RUBRIC AND FORMS

## CEL 5D+™ Teacher Evaluation Rubric 2.0 by Washington State Version 1.1

Criterion 1: Centering instruction on high expectations for student achievement.			
<i>P1 Purpose – Standards: Connection to standards, broader purpose and transferable skill</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The lesson is not based on grade level standards. There are no learning targets aligned to the standard. The lesson does not link to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is occasionally linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is frequently linked to broader purpose or a transferable skill.	The lesson is based on grade level standards and the learning target(s) align to the standard. The lesson is consistently linked to broader purpose or a transferable skill.
<i>P4 Purpose – Learning Target: Communication of learning target(s)</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never states or communicates with students about the learning target(s).	Teacher states the learning target(s) at the beginning of each lesson.	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of what the target(s) are.	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of what the target(s) are and references the target throughout instruction.
<i>P5 Purpose – Learning Target: Success criteria and performance task(s)</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The success criteria for the learning target(s) are nonexistent or aren't clear to students.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria in a limited manner.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria.	The success criteria for the learning target(s) are clear to students. The performance tasks align to the success criteria. Students refer to success criteria and use them for improvement.
<i>SE3 Student Engagement – Engagement Strategies: High cognitive demand</i>			
Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher expectations and strategies engage few or no students in work of high cognitive demand.	Teacher expectations and strategies engage some students in work of high cognitive demand.	Teacher expectations and strategies engage most students in work of high cognitive demand.	Teacher expectations and strategies engage all students in work of high cognitive demand.

## Criterion 1: Centering instruction on high expectations for student achievement.

### **CEC3 Classroom Environment & Culture – Classroom Routines & Rituals:** *Discussion, collaboration and accountability*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Routines for discussion and collaborative work are absent, poorly executed or do not hold students accountable for their work and learning.	Routines for discussion and collaborative work are present, but may not result in effective discourse. Students are held accountable for completing their work but not for learning.	Routines for discussion and collaborative work have been taught, are evident, and result in effective discourse related to the lesson purpose. With prompts, students use these routines during the lesson. Students are held accountable for their work and learning.	Routines for discussion and collaborative work have been explicitly taught, are evident, and result in effective discourse related to the lesson purpose. Students independently use the routines during the lesson. Students are held accountable for their work, take ownership for their learning and support the learning of others.

## Criterion 2: Demonstrating effective teaching practices.

### SE1 Student Engagement – Intellectual Work: Quality of questioning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher occasionally asks questions to probe and deepen students' understanding or uncover misconceptions.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying their thinking with one another.	Teacher frequently asks questions to probe and deepen students' understanding or uncover misconceptions. Teacher assists students in clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.

### SE5 Student Engagement – Engagement Strategies: Expectation, support and opportunity for participation and meaning making

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses engagement strategies and structures that facilitate participation and meaning making by all students. Few students have the opportunity to engage in quality talk.	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. Most students have the opportunity to engage in quality talk.	Teacher sets expectation and provides support for a variety of engagement strategies and structures that facilitate participation and meaning making by students. All students have the opportunity to engage in quality talk. Routines are often student-led.

### SE6 Student Engagement – Talk: Substance of student talk

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Student talk is nonexistent or is unrelated to content or is limited to single-word responses or incomplete sentences directed to teacher.	Student talk is directed to teacher. Talk associated with content occurs between students, but students do not provide evidence for their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide evidence to support their thinking.	Student-to-student talk reflects knowledge and ways of thinking associated with the content. Students provide evidence to support their arguments and new ideas.



## Criterion 2: Demonstrating effective teaching practices.

### CP6 Curriculum & Pedagogy – Scaffolds for Learning: Scaffolds the task

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never scaffolds tasks for group or individual learning needs or teacher uses strategies that are generic and/or not relevant to the concepts and/or skills to be learned.	Teacher provides limited scaffolds for individual or group learning needs. Strategies may or may not be relevant to the concepts and/or skills to be learned.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills.	Teacher provides scaffolds and structures that are clearly related to and support the development of the targeted concepts and/or skills. Students use scaffolds across tasks with similar demands.

### CP7 Curriculum & Pedagogy – Scaffolds for Learning: Gradual release of responsibility

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher occasionally uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher frequently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence.	Teacher consistently uses strategies for the purpose of gradually releasing responsibility to students to promote learning and independence. Students expect to be self-reliant.

**Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

**P3 Purpose – Teaching Point:** *Teaching point(s) are based on students' learning needs*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never bases the teaching point(s) on students' learning needs – academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on limited aspects of students' learning needs – academic background, life experiences, culture and language.	Teacher bases the teaching point(s) on the learning needs – academic background, life experiences, culture and language – for some groups of students.	Teacher bases the teaching point(s) on the learning needs – academic background, life experiences, culture and language – for groups of students and individual students.

**SE2 Student Engagement – Intellectual Work:** *Ownership of learning*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never provides opportunities and strategies for students to take ownership of their own learning to develop, test and refine their thinking.	Teacher occasionally provides opportunities and strategies for students to take ownership of their learning. Locus of control is with teacher.	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support students' learning.	Teacher consistently provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support students' learning.

**SE4 Student Engagement – Engagement Strategies:** *Strategies that capitalize on learning needs of students*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies based on the learning needs of students – academic background, life experiences, culture and language of students.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experience and culture and language of students – for the whole group.	Teacher uses strategies that capitalize and are based on learning needs of students – academic background, life experiences, culture and language of students – for the whole group and small groups of students.	Teacher uses strategies that capitalize and build upon learning needs of students – academic background, life experiences, culture and language of students – for the whole group, small groups of students and individual students.

**CP5 Curriculum & Pedagogy – Teaching Approaches and/or Strategies:** *Differentiated instruction*

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never uses strategies that differentiate for individual learning strengths and needs.	Teacher occasionally uses strategies that differentiate for individual learning strengths and needs.	Teacher frequently uses strategies that differentiate for individual learning strengths and needs.	Teacher consistently uses strategies that differentiate for individual learning strengths and needs.

**Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

**A6 Assessment for Student Learning – Adjustments: Teacher use of formative assessment data**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely or never uses formative assessment data to make instructional adjustments, give feedback to students or modify lessons.	Teacher uses formative assessment data to modify future lessons.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give general feedback aligned with the learning target.	Teacher uses formative assessment data to make in-the-moment instructional adjustments, modify future lessons and give targeted feedback aligned with the learning target to individual students.

**Student Growth Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs.**

**Student Growth 3.1: Establish Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full learning potential. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for subgroups of students not reaching full potential in collaboration with students, parents, and other school staff. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

**Student Growth 3.2: Achievement of Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

<b>Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.</b>			
<b>P2 Purpose – Standards: Connection to previous and future lessons</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
The lesson is rarely or never linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in a logical progression.	The lesson is clearly linked to previous and future lessons. Lessons build on each other in ways that enhance student learning. Students understand how the lesson relates to previous lesson.
<b>CP1 Curriculum &amp; Pedagogy – Curriculum: Alignment of instructional materials and tasks</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Instructional materials and tasks rarely or never align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks frequently align with student's level of challenge.	Instructional materials and tasks align with the purpose of the unit and lesson. Materials and tasks consistently align with student's level of challenge.
<b>CP2 Curriculum &amp; Pedagogy – Teaching Approaches and/or Strategies: Discipline-specific conceptual understanding</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely or never uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.	Teacher occasionally uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.	Teacher frequently uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.	Teacher consistently uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding.
<b>CP3 Curriculum &amp; Pedagogy – Teaching Approaches and/or Strategies: Pedagogical content knowledge</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Instruction is rarely or never consistent with pedagogical content knowledge and does not support students in discipline-specific habits of thinking.	Instruction is occasionally consistent with pedagogical content knowledge and supports students in disciplinespecific habits of thinking.	Instruction is frequently consistent with pedagogical content knowledge and supports students in disciplinespecific habits of thinking.	Instruction is always consistent with pedagogical content knowledge and supports students in disciplinespecific habits of thinking.

**Criterion 4: Providing clear and intentional focus on subject matter content and curriculum.**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher demonstrates a lack of knowledge of discipline-based concepts by making content errors.	Teacher demonstrates a basic knowledge of how discipline-based concepts relate to or build upon one another.	Teacher demonstrates a solid understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions in the lesson or unit.	Teacher demonstrates an in-depth understanding of how discipline-based concepts relate to or build upon one another. Teacher identifies and addresses student misconceptions that impact conceptual understanding over time.

## Criterion 5: Fostering and managing a safe, positive learning environment.

### CEC1 Classroom Environment & Culture – Use of Physical Environment: Arrangement of classroom

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Physical environment of the room is unsafe and the arrangement gets in the way or distracts from student learning and the purpose of the lesson.	The physical environment is safe but the arrangement neither supports nor distracts from student learning or the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson.	The physical environment is safe, and the arrangement supports student learning and the purpose of the lesson. Teacher and students use the physical arrangement for learning.

### CEC2 Classroom Environment & Culture – Use of Physical Environment: Accessibility and use of materials

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
The resources, materials and technology in the classroom do not relate to the content or current units studied, or are not accessible to all students to support their learning during the lesson.	The resources, materials and technology in the classroom relate to the content or current unit studied and are accessible to all students but are not referenced by teacher.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by teacher to support learning.	The resources, materials and technology in the classroom relate to the content or current unit studied, are accessible to all students and are intentionally used by both teacher and student to support learning. Students are familiar and comfortable with using the available resources.

### CEC4 Classroom Environment & Culture – Classroom Routines & Rituals: Use of learning time

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher or students frequently disrupt or interrupt learning activities, which results in loss of learning time. Transitions are disorganized and result in loss of instructional time.	Teacher or students occasionally disrupt or interrupt learning activities, which results in some loss of learning time. Some transitions are disorganized and result in loss of instructional time.	Learning time is mostly maximized in service of learning. Transitions are teacher-dependent and maximize instructional time.	All available time is maximized in service of learning. Transitions are student-managed, efficient, and maximize instructional time.

## Criterion 5: Fostering and managing a safe, positive learning environment.

### CEC5 Classroom Environment & Culture – Classroom Routines & Rituals: Managing student behavior

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never responds to student misbehavior by following classroom routines and/or building discipline procedures. Student behavior does not change or may escalate.	Teacher responds to student misbehavior by following classroom routines and/or building discipline procedures, but with uneven student behavior results.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student misbehavior is rare.	Teacher responds to student misbehavior by following classroom routines and building discipline procedures. Student behavior is appropriate. Students manage themselves, assist each other in managing behavior, or there is no student misbehavior.

### CEC6 Classroom Environment & Culture – Classroom Culture: Student status

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher does not develop appropriate and positive teacher-student relationships that attend to students' well-being. Patterns of interaction or lack of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates appropriate teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate appropriate teacher-student and student-student relationships that foster students' well-being and adapt to meet individual circumstances. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions.	Teacher and students demonstrate appropriate teacher-student and student-student relationships that foster students' well-being and adapt to meet individual circumstances. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunities for students' status to be elevated.

### CEC7 Classroom Environment & Culture – Classroom Culture: Norms for learning

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Classroom norms are not evident and/or do not address risk taking, collaboration, respect for divergent thinking or students' culture.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and student interactions occasionally align with the norms.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and student interactions frequently align with the norms.	Classroom norms are evident and encourage risk taking, collaboration, respect for divergent thinking and students' culture. Teacher and students refer to the norms and/or interactions consistently align with the norms. Students remind one another of the norms.



<b>Criterion 6: Using multiple student data elements to modify instruction and improve student learning.</b>			
<b>A1 Assessment for Student Learning – Assessment: Self-assessment of learning connected to the success criteria</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Students are rarely or never given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students are occasionally given an opportunity to assess their own learning in relation to the success criteria for the learning target.	Students frequently assess their own learning in relation to the success criteria for the learning target.	Students consistently assess their own learning in relation to the success criteria and can determine where they are in connection to the learning target.
<b>A2 Assessment for Student Learning – Assessment: Demonstration of learning</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Assessments are not aligned with the learning targets.	Assessment tasks are partially aligned with the learning targets, allowing students to demonstrate some understanding and/or skill related to the targets.	Assessment tasks are aligned with the learning targets, allowing students to demonstrate their understanding and/or skill related to the learning targets.	Assessment tasks are aligned with the learning targets and allow students to demonstrate complex understanding and/or skill related to the learning targets.
<b>A3 Assessment for Student Learning – Assessment: Formative assessment opportunities</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely or never provides formative assessment opportunities during the lesson.	Teacher only provides formative assessment opportunities to determine students' understanding of directions and task.	Teacher provides formative assessment opportunities that align with the learning target(s).	Teacher provides a variety of strategies for formative assessment that align with the learning target(s).
<b>A4 Assessment for Student Learning – Assessment: Collection systems for formative assessment data</b>			
<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Teacher rarely or never uses an observable system and/or routines for recording formative assessment data.	Teacher has an observable system and routines for recording formative assessment data and occasionally uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data, uses multiple sources and frequently uses the system for instructional purposes.	Teacher has an observable system and routines for recording formative assessment data, uses multiple sources and consistently uses the system for instructional purposes.

**Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**

**A5 Assessment for Student Learning – Assessment: Student use of assessment data**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Students rarely or never use assessment data to assess their own learning.	Students occasionally use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students frequently use assessment data to assess their own learning, determine learning goals and monitor progress over time.	Students consistently use assessment data to assess their own learning, determine learning goals and monitor progress over time.

**Student Growth Criterion 6: Using multiple student data elements to modify instruction and improve student learning.**

**Student Growth 6.1: Establish Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not establish student growth goal(s) or establishes inappropriate goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) do not identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for whole classroom. Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).	Establishes appropriate student growth goal(s) for students in collaboration with students and parents. These whole classroom goals align to school goal(s). Goal(s) identify multiple, high-quality sources of data to monitor, adjust, and evaluate achievement of goal(s).

**Student Growth 6.2: Achievement of Student Growth Goal(s)**

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Growth or achievement data from at least two points in time shows no evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show some evidence of growth for some students.	Multiple sources of growth or achievement data from at least two points in time show clear evidence of growth for most students.	Multiple sources of growth or achievement data from at least two points in time show evidence of high growth for all or nearly all students.

## Criterion 7: Communicating and collaborating with parents and the school community.

### **PCC3 Professional Collaboration & Communication – Communication and Collaboration: Parents and guardians**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never communicates in any manner with parents and guardians about student progress.	Teacher occasionally communicates with all parents and guardians about goals of instruction and student progress, but usually relies on only one method for communication or requires support or reminders.	Teacher communicates with all parents and guardians about goals of instruction and student progress and uses multiple tools to communicate in a timely and positive manner. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools to communicate in a timely and positive manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of communication and is responsive to parent and guardian insights.

### **PCC4 Professional Collaboration & Communication – Communication and Collaboration: Communication within the school community about student progress**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher maintains minimal student records. Teacher rarely communicates student progress information to relevant individuals within the school community.	Teacher communicates student progress information to relevant individuals within the school community; however, performance data may have minor flaws or be narrowly defined (e.g., test scores only).	Teacher maintains accurate and systematic student records. Teacher communicates student progress information to relevant individuals within the school community in a timely way, accurately, and in an organized manner, including both successes and challenges.	Teacher maintains accurate and systematic student records. Teacher communicates student progress information to relevant individuals within the school community in a timely way. Teacher and student communicate accurately and positively about student successes and challenges.

**Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

**PCC1 Professional Collaboration & Communication – Professional Learning and Collaboration: Collaboration with peers and administrators to improve student learning**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never collaborates with peers or engages in reflective inquiry for the purpose of improving instructional practice or student learning.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher provides minimal contributions.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice and student learning. Teacher contributes to collaborative work.	Teacher collaborates and engages in reflective inquiry with peers and administrators for the purpose of improving instructional practice, and student and teacher learning. Teacher occasionally leads collaborative work.

**PCC2 Professional Collaboration & Communication – Professional Learning and Collaboration: Professional and collegial relationships**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher rarely or never develops or sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher may subvert professional and collegial relationships.	Teacher develops limited professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth.	Teacher develops and sustains professional and collegial relationships for the purpose of student, staff or district growth. Teacher serves as a mentor for others' growth and development.

**PCC5 Professional Collaboration & Communication – Professional Responsibilities: Supports school, district, and state curriculum, policy and initiatives**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher is unaware of or does not support school, district, or state initiatives. Teacher violates a district policy or rarely or never follows district curriculum/pacing guide.	Teacher supports and has a basic understanding of school, district, and state initiatives. Teacher follows district policies and curriculum/pacing guide.	Teacher supports and has solid understanding of school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate, to meet whole group needs without compromising an aligned curriculum.	Teacher supports and looks for opportunities to take on leadership roles in developing and implementing school, district, and state initiatives. Teacher follows district policies and implements district curricula and policy. Teacher makes pacing adjustments as appropriate to meet whole group and individual needs, without compromising an aligned curriculum.

**Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

**PCC6 Professional Collaboration & Communication – Professional Responsibilities: Ethics and advocacy**

Unsatisfactory – 1	Basic – 2	Proficient – 3	Distinguished – 4
Teacher's professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students.	Teacher's professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students.

**Student Growth Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.**

**Student Growth 8.1: *Establish Team Student Growth Goal(s)***

<b>Unsatisfactory – 1</b>	<b>Basic – 2</b>	<b>Proficient – 3</b>	<b>Distinguished – 4</b>
Does not collaborate or reluctantly collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Does not consistently collaborate with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Consistently and actively collaborates with other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.	Leads other grade, school, or district team members to establish goal(s), to develop and implement common, high-quality measures, and to monitor growth and achievement during the year.

**J - ADDITIONAL WORK DAYS**

The regular contract for the following positions shall have the additional number of days:

Librarian: 3 days per building

Librarian with district responsibilities: 1 additional day

Elementary Counselors: Shall be granted flex time arranged between the employee and their principal equal to time spent outside their contracted workday fulfilling their counselor responsibilities.

HS Counselors: 11 days

MS Counselor: 8 days

Psychologists: 15 days

Special Education (to include SLP/OT/PT): Up to 5 days

Nurse: 5 days

TOSA: 25 days

CTE Positions: Additional workdays, as described below, are a minimum and are based on 1.0 FTE (fractional FTE shall be pro-rated). CTE teachers may meet with the CTE Administrator when additional days for the year are needed, based on the employee's plan for student leadership or other additional CTE responsibilities.

Agricultural Science: Minimum 15 days

Business Education: Minimum 6 days

Manufacturing: Minimum 6 days

Health Occupations: Minimum 6 days

Family and Consumer Science: Minimum 6 days

Any other / new CTE program: Minimum 6 days

1. All employees shall schedule the days as best fits their professional responsibilities.
2. Special Education employees shall use as release days in full or half time increments unless otherwise arranged with the Special Education Director or receive a \$1000 stipend per Section 8.7.
- 3.

GRANITE FALLS EDUCATION  
ASSOCIATION (GFEA)

GRANITE FALLS SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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



**Granite Falls School District**

**K-1 - TEACHER COMPREHENSIVE/FOCUSED SUMMATIVE EVALUATION**

<b>EMPLOYEE:</b> _____ <b>EVALUATOR:</b> _____ Type of evaluation <i>Comprehensive</i> <i>Focus</i> <b>School Year:</b> _____ <b>Dates of Formal Observations:</b> _____ <b>Dates of Post-Observation Conferences &amp; Annual Evaluation Conference:</b> _____	<b>POSITION:</b> _____ <b>BUILDING:</b> _____ <b>Date form completed:</b> _____
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**Evaluative Criteria**

***For Focused Evaluations:*** Only a summative rating of one Evaluative Criterion and one Student Growth Criterion is required.

**Rating**

Criterion 1: Centering instruction on high expectations for student achievement	
Criterion 2: Demonstrating effective teaching practices	
Criterion 3: Recognizing individual student learning needs and developing strategies to address those needs	
Criterion 4: Providing clear and intentional focus on subject matter content and curriculum	
Criterion 5: Fostering and managing a safe, positive learning environment	
Criterion 6: Using multiple student data elements to modify instruction and improve student learning	
Criterion 7: Communicating and collaborating with parents and the school community	
Criterion 8: Exhibiting collaborative and collegial practice focused on improving instructional practices and student learning	
<b>TOTAL</b>	

**FINAL SUMMATIVE RATING**

8-14	15-21	22-28	29-32
U	B	P	D

**Rating**

Student Growth 3.1: Establish Student Growth goals	
Student Growth 3.2: Achievement of Student Growth goals	
Student Growth 6.1: Establish Student Growth goals	
Student Growth 6.2: Achievement of Student Growth goals	
Student Growth 8.1: Establish Team Student Growth goals	
<b>TOTAL</b>	

**STUDENT GROWTH RATING**

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

\*A final summative rating of "distinguished" cannot be given in the event of a "low" student growth impact rating.

Evaluator signature: \_\_\_\_\_

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

Employee signature: \_\_\_\_\_

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

Evaluator or Evaluatee may attach comments

## K-2 - TEACHER EVALUATION STUDENT GROWTH GOAL SETTING

Teacher: \_\_\_\_\_

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

Criterion 3: Growth focused on sub-groups of students

SG3.1 Establish student growth goals for sub-groups of students not reaching full learning potential

SG3.2 Achievement of Student Growth Goal(s) for most students in sub-group

SG3.1	SG3.2

Criterion 6: Growth focused on the whole classroom

SG6.1 Establish student growth goal(s) appropriate for the whole classroom

SG6.2 Achievement of Student Growth Goals(s) for whole classroom

SG6.1	SG6.2

Criterion 8: Exhibiting collaborative and collegial practices focused on improving instruction practice and student learning

SG8.1 Establish team student growth goal(s)

SG8.1

Teacher signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Section 9.7.2: Prior to October 15 (or as soon as practical for teachers hired after October 1), the teacher shall meet with the evaluator to discuss professional goals, student growth measures, and student growth goals to be used for the year.*

**MEMORANDUM OF UNDERSTANDING - ESSB 5940/HEALTH INSURANCE**

The District and Association agree to the following provisions in order to make a good faith effort to comply with 2012 Washington Laws Ch. 3 (ESSB 5940).

1. The provisions of this Memorandum of Agreement (MOU) shall supplement the provisions of the current collective bargaining agreement (CBA), all of which shall remain in full force and effect. If any provision of this MOU conflicts with the current CBA, the provisions of this MOU shall prevail. Any dispute regarding the interpretation or proper implementation of this Memorandum shall be subject to the grievance procedures of the current CBA.
2. The District shall ask an insurance broker to procure premium quotes for health benefit plans that meet the responsible contracting standards of ESSB 5940 and to document the approach for procuring such quotes. The quotes to be procured and plans offered shall include:
  - a. at least one qualified high-deductible health plan (HDHP) and health savings account (HSA);
  - b. at least one health benefit plan in which the employee share of the premium cost of a full-time employee, regardless of whether the employee chooses employee-only coverage or coverage that includes dependents, does not exceed the premium cost paid by state employees during the 2012 state employee benefits year; and
  - c. health plans that promote health care innovations and cost savings, and significantly reduce administrative costs.The quotes procured by the broker shall be reviewed and the choice of plans offered shall be as agreed to by the Association and District.
3. To ensure employees selecting richer benefit plans pay the higher premium, and make progress toward the 3:1 ratio goal of full-family to employee-only coverage premiums in ESSB 5940, each employee included in the pooling arrangement within the CBA who elects medical benefit coverage shall pay a minimum out-of-pocket charge by monthly payroll deduction. The minimum monthly charge shall be 3% of the employee-only coverage premium for the plan chosen by the employee. Such minimum monthly charge shall be paid regardless of the impact of pooling.
4. The parties shall abide by state laws relating to school district employee benefits, and this MOU shall be construed consistent with such laws.
5. This MOU shall be effective for the duration and effective dates of the Collective Bargaining Agreement. The parties shall meet each year prior to June 1 to discuss whether to amend this MOU.

GRANITE FALLS EDUCATION  
ASSOCIATION (GFEA)

GRANITE FALLS SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**MEMORANDUM OF UNDERSTANDING - ALE**

The parties have reached the following understandings related to the Alternative Learning Experience (ALE) at Crossroads High School and Open Doors for 2018-19 based on current expectations for student enrollment.

1. The ALE Night School program will be held weekly for two hours, and will be staffed with two teachers, one special education para, and two classified case managers.
2. The District will convene a meeting with all Night School staff in September to clarify the roles and responsibilities of each employee, as well as discuss how best to meet student learning needs as a team.
3. Further, the District will meet with both teachers to establish their work year calendar, reflecting their FTE. Time for preparation for Night School will also be discussed.
4. When a number of Crossroads students attend Night School for credit retrieval, the principal will recruit additional Crossroads teachers to assist as needed. Teachers will timesheet their time and be paid at per diem for this work.
5. When a Night School teacher needs to take leave, the District shall attempt to fill the position with a certificated substitute.
6. The provisions of this MOU will be reviewed in a labor-management meeting in the spring of 2019 to determine whether the District and Association wish to extend these provisions for one or more school years, amend these provisions in any manner, or return to current contract language.

GRANITE FALLS EDUCATION  
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By: \_\_\_\_\_

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

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

**MEMORANDUM OF UNDERSTANDING - TEACHER LEADERS**

The Granite Falls School District and the Granite Falls Education Association value teacher leadership. Thus, the parties agree to create a 5D School Teacher Leader position (\$500 stipend) and a 5D District Teacher Leader position (\$500 stipend). In-district applicants shall be selected using seniority. Should there be a tie, then knowledge of 5D and comprehensive teacher evaluation, shall be considered.

Further, the parties agree to add a Mentor Leader. An in-district applicant shall come from the current trained mentor pool and will receive a stipend of \$1,500. Mentor stipends will be increased to \$1,000 for the year.

Finally, the parties agree to replace Data Snaps with Learning Walks. which will allow teams of teachers to observe and discuss instruction. Teams may request release time necessary for Learning Walks by contacting the Director of Curriculum, Instruction and Assessment and their building principal.

This memorandum of Agreement shall be effective for the term of the current collective bargaining agreement as long as the District continues to receive at least the current level of grant funding for teacher mentoring.

GRANITE FALLS EDUCATION  
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GRANITE FALLS SCHOOL DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**MEMORANDUM OF UNDERSTANDING - SEBB**

In the event the State implements a School Employee Benefits Board (SEBB) during the term of this agreement, the parties shall negotiate the contractual impacts as a result of this change. This shall include the use of any dollars currently encumbered in this agreement within Section 7.5.

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By: \_\_\_\_\_

By: \_\_\_\_\_

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

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