

September 1, 2022 – August 31, 2025

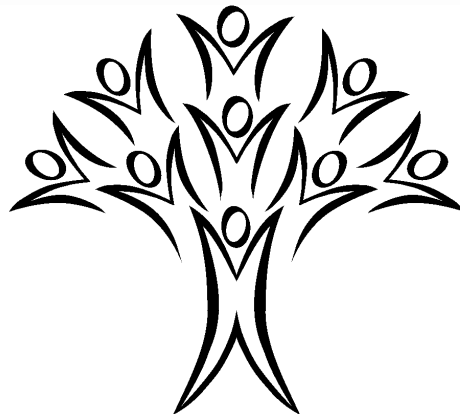
Collective Bargaining Agreement

between

Spokane School District No. 81
Board of Directors
and the
Spokane Education
Association

Representing

Certificated Employees



Spokane Public Schools
excellence for everyone

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PREAMBLE

This Agreement is made and entered into between Spokane School District No. 81, hereinafter referred to as the “District” and the Spokane Education Association, hereinafter referred to as the “Association,” on behalf of the Certificated employee of the District.

The parties agree it is paramount that the District and the Association work collaboratively to address the challenge of improving the quality of public education. We have the best chance of meeting this challenge if we continue to work together. Focused and intentional work, guided by our mutual interests, will ensure that our students are prepared to lead productive lives in a democratic society.

The District and the Association are committed to the development of a trusting, respectful environment where the participation of all school employees in the work of improving student learning is encouraged and expected. Our joint efforts to develop trust and respect in the organization will focus on a strong commitment to:

- Engage in open, honest, and appropriate communication
- Share information, knowledge, and experience
- Address concerns through collaborative problem solving
- Refrain from making judgments until we have a clear understanding of the issues involved
- Provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- Value each individual in the organization and respect individual differences
- Encourage innovation and risk-taking with a focus on the improvement of student learning

The Association and the District believe in the value of identifying our mutual interests and working together to address those interests. A shared understanding of our common interests will allow us to maximize the personal, creative, and academic potential of each student and staff member in the school system.

We are committed to continued work on the following mutual interests:

Improved Student Learning – The Association and the District participate as equal partners in the responsibility to improve instruction and raise levels of academic achievement. We believe that all members of the education community share accountability for student performance. We understand that significant improvement in student learning will require changes in the traditional educational system.

In our commitment to improve student learning, we will continue to focus our collective efforts on building instructional capacity of all staff for the purpose of enhancing effective classroom instruction. All strategies used to improve student learning will align with this joint agreement between the Spokane Education Association and Spokane Public Schools.

Site-Based Governance – The Association and the District support efforts to decentralize the decision-making structure so that decisions are made by individuals most impacted by them. We believe that site-based decision-making is a democratic approach to problem solving and planning which values consensus among teachers, educational support personnel, parents, administrators, and students. The focus of site-based decision-making is on the fundamental issues of school improvement. No decisions made by site-based governance committees may in any way alter or change the terms set forth in this bargaining agreement unless the waiver process as outlined in this agreement is followed.

Parent and Community Engagement – The Association and the District agree on the importance of engaging parents and community members in our schools in ways that connect them to student learning. We believe that parent and community support is key to maintaining an effective public education system in a democratic society. We will continue to look for ways to bring parents and community into our schools so that they develop a clearer understanding of educational issues. We value the contributions that parents and community members make to the educational process.

New Teacher Induction – It is the interest of the Association and the District to ensure that quality teaching and learning happens for every student in every classroom in every school. To ensure quality teaching and learning, the leadership of the association and the school district have jointly developed an induction program for all teachers who are either new to the profession or new to the District. The induction program, called Career in Teaching, is designed to support teachers in the development of the beliefs, skills, and knowledge that is essential to their success as teachers. We believe that teachers who receive support early in their careers will continue in the profession and go on to become master teachers.

ARTICLE I – ADMINISTRATION

Section 1 – Definitions

- A. The term “District” shall mean the Spokane School District #81, Spokane County, Washington State, or its agents.
- B. The term “Board” shall mean the Board of Directors of the District.
- C. The term “Association” and/or “Union” shall mean the Spokane Education Association, which is affiliated with the Washington Education Association, and the National Education Association.
- D. The term “parties” shall mean the District and the Association.
- E. The term “Agreement” shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term “employee” shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term “day” shall mean any day the District Business Office is open for business with the public unless otherwise specified in specific sections of this Agreement.
- H. The term “Superintendent” shall mean the chief administrative officer of the District or their designee.
- I. The term “President” shall mean the President of the Association or their designee.
- J. The term “state seniority” shall mean length of regular contract service an employee has with the District and includes length of certificated service transferred from other Washington public and accredited private schools. Service from another Washington public school will be calculated on the same basis that is used to calculate service for those who have served in the District. This aligns with the S275 state reporting process.
- K. The term “district seniority” shall mean the length of time an employee has worked in a contracted certificated position for the District.
- L. The term “program” shall mean District level programs eligible for reassignment within program and across buildings. Currently, these are identified as, Elementary Music, Elementary Art, Elementary Fitness and Health, Elementary Content Specialists, K-8 Montessori, Elementary Title 1/LAP, Elementary School Counseling, Secondary School Counseling, K-12 BI, K-12 DI, K-12 CIP, Pre-School, Elementary Resource, Secondary Resource, Occupational Therapists, Physical Therapists, School Psychologists, Speech Language Pathologists, K-12 ELD, K-12 Autism, K-12 Vision, K-12 Deaf Education,

School Nurses, BCBAs, and MTSS Specialists. (Elementary: K-5 [South 2023-24], Secondary: 6-12 [South 2023-24]).

- M. The term “Option Schools” shall mean: The Community School, On Track Academy, Spokane Public Montessori, The Enrichment Cooperative (TEC), Libby, and NEWTECH Skill Center.
- N. The term “Option Program” shall mean APPLE, Institute of Science and Technology (IST), Spokane Virtual (SV), and Dual Language.
- O. The term “Labor Management” shall mean a meeting between District administration and union leaders.
- P. The term “RCW” shall mean the Revised Code of Washington.
- Q. The term “WAC” shall mean the Washington Administrative Code.
- R. The term “FTE” shall mean Full Time Equivalent.
- S. The term “IEP” shall mean individualized education plan.

Section 2 – Recognition

- A. The District hereby recognized the Spokane Education Association an affiliate of the Washington Education Association and of the National Education Association, as the exclusive bargaining representative for all certificated and skill center certificated personnel, including substitutes as per the Public Employment Relations Commission (PERC) decision of May 2, 1980 (Case No. 1455 C-78-64, Decision No. 874-Educ.), and part-time certificated employees employed by the District. Such representation excludes superintendent, associate superintendent(s), assistant superintendent(s), other chief administrators of the District, other certificated positions having administrative and/or supervisory functions, and confidential employees as above terms are defined in RCW 41.59.020, principals, and assistant principals.
- B. Disagreements regarding representation of a certificated position shall be resolved by petition to PERC.

Section 3 – Conformity to Law

- A. If any provision of this Agreement or if the application of such provision should be found contrary to law or declared invalid by a tribunal of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties agree that the courts and PERC shall be considered tribunals of competent jurisdiction in such matters. Should the state auditor and/or attorney general issue an opinion that a contract provision or practice does not comply with law, the parties agree that either side has the

right to seek legal determination of such opinion and if declared invalid, the invalid portion will be stricken from the Agreement upon receipt of such decision.

- B. If any provision of this Agreement or of the application of such provision should be found contrary, the District and the Association shall enter into negotiations with in ten (10) days.

Section 4 – Nondiscrimination

- A. The provisions of this Agreement shall be applied equally to all employees without discrimination to race, color, creed or religion, ancestry, national origin, gender/sex, age, marital status, or family relationship, except where covered by chapter 42.23 RCW, sexual orientation including gender expression or identity, disability, the use of a trained dog guide or service animal by a person with a disability, or honorably-discharged veteran or military status. Both the District and the Association shall bear the responsibility for complying with this provision of the Agreement. The parties agree to not use this clause to file frivolous grievances.
- B. There shall be no discrimination, interference, restraint, coercion, or harassment, including sexual harassment, by the District or the Association of any District or Association employee, member of the Board, or its representatives.
- C. Further, the personal and private lives of employees are not a matter of concern of the District or the Association unless the employee's work performance is adversely affected.
- D. The District agrees not to interfere with the rights of employees to become members of the Association.
- E. The parties further agree that decisions of employees regarding volunteer assignments including voluntary workshops and in-service training which are outside their regular workday duties shall be made absent coercion, pressure, or unlawful discrimination.
- F. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both masculine and feminine, and words denoting numbers shall include both the singular and the plural.

Section 5 – Embodiment

- A. The Agreement expressed herein constitutes the entire agreement between the parties except as this Agreement may be amended through a memorandum of understanding (MOU) or the contract waiver process contained in this Agreement, and no oral statement shall add to or supersede any of its provisions.

Section 6 – Contract Waiver Process

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to develop contract waivers. Sites are encouraged to communicate early in the development process with the Labor Management.
- B. Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below and consider all affected staff:
 - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum C):
 - a. The contract provisions to be waived.
 - b. The goal, objective or action that requires the waiver.
 - c. The policy, guidelines or procedures that replace the contract provisions to be waived.
 - 2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. “Affected SEA members” shall be identified by the District and Association.
 - 3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.
 - 4. All affected SEA members in the building shall vote on the waiver request. “Voting shall be done by confidential, paper ballot or an anonymous on-line voting system.
 - 5. The ballots shall be tallied by SEA building representative(s) and the principal or designee.
 - 6. Eighty-five percent (85%) or more of the affected SEA members must vote to approve the waiver request in order for it to continue the process for approval.
 - 7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.
 - 8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.

- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only and can be renewed for one (1) additional year by a majority vote, unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect.

Section 7 – Distribution of Agreement

- A. Following ratification and signing of this Agreement, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided to the Association.
- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

ARTICLE II – BUSINESS

Section 1 – Administration of the Agreement

- A. The District and the Association shall conduct regular Labor Management meetings for the purpose of providing continuing communication between the parties and promoting constructive labor management relations. Each party shall determine their own representation and will jointly decide upon the meeting format.
- B. Meetings shall be conducted regularly between the superintendent and/or designee and the Association president and/or designee to discuss District and school operations affecting employees. These shall be information sharing only. By mutual agreement, additional representatives of either party may be in attendance.
- C. The District and Association will establish a Certificated and a Special Education Leadership Team that will meet on a regular basis to discuss and address unit specific issues as they arise.

Section 2 – Committees

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at Labor Management if the committee shall be a joint committee or a District Committee.
 - 1. An SEA Representative shall not be excluded from attending a District committee meeting as an observer.
 - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.
- B. Curriculum study/adoption committees will be made up of at least as many teachers as administrators and will recommend to the Board materials to be used.

Section 3 – Dues Deduction

- A. Association Dues
 - 1. Association dues are determined by the Association. Questions about dues should be directed to the Association. Changes to dues deduction amounts shall be provided to the District by September 1st of each year.

2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10th of each month.
 3. Upon receiving authorization, the employer will start deductions for new members for the next available payroll period, according to the usual administrative cycle.
 4. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.
 5. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing to the WEA by the employee.
- B. The District agrees to notify the Association by October 1st of each year which members are on leave from the bargaining unit in order to take a temporary administrative assignment (i.e. TOSA, Principal Assistant) so that the Association will not collect dues from the employee during the school year.
- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

Section 4 – Association Rights

- A. The District will provide the Association with the use of the District interschool mail facilities for distribution of official Association communications so long as such communications are clearly labeled as Association materials and provided further that such communications are not in violation of the law. Courtesy copies will be made available to the District and the principal/supervisor upon request.
- B. The District will allow the Association and its respective affiliates the use of District facilities for Association meetings provided such meetings do not interfere with or interrupt the normal school day. Such meetings will be held outside duty hours. Exceptions may be granted by the building principal.
- C. Other than meetings as provided above, duly authorized representatives of the Association and its respective affiliates shall be permitted to transact Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Provided further that said representatives shall notify the building administrator or designee of their presence.

D. The District will provide bulletin boards at locations mutually agreed upon for use by the Association. All materials posted shall be clearly labeled as official Association materials. Such bulletin boards shall only be used for the following notices:

1. Association meetings and announcements
2. Official policy statements of the Association
3. Reports of Association committees
4. Association Election notices
5. Recreational and social affairs of the Association
6. Other official Association notices

Notices or announcements should not contain anything reflecting unfavorably upon the District, its management, or any of its employees. Association officers and members shall not use expendable school District materials in the transaction of Association business without reimbursement to the District.

E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.

F. The District agrees to furnish the Association all public records pursuant to state law.

G. SEA will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.

H. The Association shall have at least thirty (30) minutes on the agenda at the New Employee orientation meetings. The Association and District will work together to assure that the Association placement on the agenda maximizes attendance and possible participation. Association membership forms and related information provided by the Association will be included in all new hire packets.

1. The District will collect, from all those in attendance, employee name, employee ID, mailing address, personal email address, personal phone number, and provide it to the Association.

I. If the District is sponsoring a job or benefit fair, it will make every effort to invite the Association who will have the right to operate its own table or booth to provide information to participants throughout the duration of the event. The Association will assume any cost for having a booth at the event. This provision is not subject to the grievance process.

- J. On the first District working day of each month, the District will provide a report of represented employee positions that includes employee name, employee ID, mailing address, hire date, work location, position description, bargaining unit, anticipated salary, and work email.

Section 5 – Management Rights

- A. The District retains the right, unless modified by specific provisions within this agreement, to direct all employees; hire, promote, demote, assign, reassign, determine the duties of, and retain employees and to suspend or discharge them for sufficient cause, relieve employees from duties because of lack of work or other legitimate reasons; determine the method, number and kinds of personnel required.
- B. The parties agree that the District retains all the customary, usual, and exclusive rights, decision-making prerogatives, functions, and authority connected with, or in any way incident to, its responsibility to manage the affairs of the District or any part of it.
- C. The foregoing enumerated functions of the Board shall not be deemed to exclude other functions of the Board not specifically set forth.
- D. The parties agree that, in specified provisions of this Agreement, final decisions are reserved exclusively with the District Management. Such matters are referred to as “final authority matters.” Final decisions shall not be subject to the grievance procedures.

Section 6 – No Strike/No Lockout

- A. The Association agrees that during the life of the Agreement it will not authorize, condone, sanction, or take part in any strike, walkout, or work stoppage of employees covered by this Agreement.
- B. The District agrees that during the life of this Agreement there shall be no lockout of employees covered by this Agreement. School closures caused by a strike of another employee group will not be considered a lockout if students make up the days at some other time.
- C. This section is inoperative during periods in which the Agreement is reopened.

ARTICLE III – INSTRUCTION

Section 1 – Academic Freedom

- A. The parties agree that the Board, under Washington State law, has final authority and responsibility in connection with the development and adoption of courses of study and lists of instructional materials.
- B. The parties adhere to the principle of the employee's freedom to think and express ideas and concepts on issues, including controversial issues, when such are germane to the District's instructional program and when appropriate for and related to subject matter in a given grade level.
- C. Such freedom shall only be restricted to the extent that it conflicts with the responsibility of the employee to follow and utilize the District-approved course of study.
- D. Employees will use professional judgment in determining the appropriateness of the issues presented, taking into consideration the maturity level of students and with full cognizance that the District schools are not the appropriate forum for personal causes or points of view held by an employee.
- E. Questionable matters shall be referred to the building administrator or supervisor in advance of presentation for decision by the building administrator/supervisor on their use.
- F. Individualized Education Plan (IEP) team recommendations can be changed only by the IEP team.
- G. No mechanical or electronic devices shall be installed in any classroom or brought in on a temporary basis which would allow a person to be able to listen or record the procedures in any class without the express permission of the employee. No data collected by electronic devices in common areas at school sites, may be used for evaluative purposes.

Section 2 – Curriculum/Materials

- A. The District and the Association agree that the District curriculum and materials are the curriculum taught and materials used as per applicable Board Policy.
- B. Individual teachers are professionals, and as such must make professional judgments about the best research-based instructional methods to use with their students to reach the targets as defined in the curriculum guides which reflect state standards.

- C. While the District supplies a timeline for progression through learning targets and assessments, the District recognizes that student learning needs may present the need for flexibility in the timeline for delivery and assessment of District and state curriculum.
- D. The District will make every effort to provide required curriculum and/or materials to employees by the end of the preceding school year. At the secondary level, curriculum and/or materials for the second semester should be provided by November 1st. Should the District not meet these timelines, a professional development plan to support employees will be provided and timelines adjusted accordingly. This plan shall include Association input through a mutually agreed upon joint group.
- E. The District will strategically and intentionally coordinate the implementation of new curriculum and/or materials at the elementary level. There will be no more than one (1) implementation at the elementary level in any given school year across all content areas unless necessary to comply with state or federal requirements. In core curriculum at the secondary level that traditionally pair together (i.e., math and science) special consideration will be given to impacted classroom teachers to stagger their implementation.
 - 1. The District will strategically and intentionally coordinate the implementation of new non-curricular initiatives, such as inclusion and UDL, at all levels.
- F. In the event the School Board suspends the workload provisions, the District shall implement no new curriculum during the course of the workload suspension, except as modified below.
 - 1. New curriculum may be implemented if teachers have prepared for new curriculum prior to the declaration of the suspension of workload.
 - 2. When necessary to comply with state or federal requirements.
- G. The District will annually review the allocation of resources for the purchase of library materials during budget development and adjust resources as necessary.

Section 3 – Assessment

- A. Teachers of kindergarten and first grade students, at the teacher request, shall receive three (3) days per school year of substitute time in which to conduct one-on-one assessments. Teachers of second and third grade students, at the teacher request, shall receive one and one-half (1 ½) days per school year of substitute time in which to conduct one-on-one assessments. For classes above twenty (20), an additional one-half day (1/2) per assessment period will be allotted. The District will determine the assessment period(s). If the teacher requests a substitute by the end of the regularly scheduled workday two (2) days prior to the absence, and the substitute request fails to fill, the teacher must notify the Early Learning Department to initiate a supplemental pay

request for the half or full day (depending on the failed sub) at the per diem rate. These can be taken in full or half day increments and are separate from WaKIDS release days.

1. Dual Language kindergarten and first grade teachers, at the teacher request, shall receive six (6) days per school year of substitute time in which to conduct one-on-one assessments.
 2. Dual Language second and third grade teachers, at the teacher request, shall receive three (3) days per school year of substitute time in which to conduct one-on-one assessments.
 3. If the Dual Language teacher requests a substitute by the end of the regularly scheduled workday two (2) days prior to the absence, and the substitute request fails to fill, the teacher must notify the Early Learning Department to initiate a supplemental pay request for the half or full day (depending on the failed sub) at the per diem rate.
- B. Additionally, teachers will be compensated for one (1) hour of preparation time for each half day (½) of substitute time requested. This shall be paid at the certificated supplemental rate.
- C. The Certificated Leadership Team (CLT) together with curriculum staff will address which assessment sections (strands) need to be administered by the classroom teacher and which sections (strands) may be acceptably administered by other trained school personnel.
- D. Kindergarten and Preschool
1. Kindergarten teachers will be provided additional substitute time of one (1) day to complete non-WaKIDS assessments. This day can be taken in half (1/2) day increments. If more time is needed, the classroom teacher may be supported with other trained school personnel.
 2. Family Connection Conferences (WaKIDS) and Teaching Strategies Gold
 - a. All Kindergarten and Preschool teachers shall utilize three (3) days at the start of their contracted year prior to students arriving to complete family connections conferences and prepare for individual student needs.
 - i. These days are included as required instructional hours and are part of the 180-day school year as allowed by law.
 - ii. Kindergarten students shall start school three (3) days after other Spokane Public School students when feasible based on the school calendar.

- iii. Preschool students shall start with enough time to enable preschool teachers and paraeducators to support preschool students transitioning to Kindergarten, complete conferences and to complete annual required training. At least thirty (30) minutes of preparation time will be provided daily prior to preschool conferences held the week before students start. Beginning the week before students arrive, and during parent conferences each teacher will receive 255 minutes of preparation time and will continue each week thereafter.
 - b. Kindergarten teachers shall receive support from the office secretarial staff in scheduling the conferences. The Family Support Specialists will support the scheduling of preschool conferences.
 - i. To effectively implement the WaKIDS and Teaching Strategies Gold assessment, Kindergarten and preschool teachers will hold forty-five (45) minute conferences with families. The first thirty (30) minutes of the conference will be the Family Connections Conference with parents talking to teachers about their child. The last fifteen (15) minutes of the conference will be for the purpose of gathering information on WaKIDS/Teaching Strategies Gold objectives. These objectives will be defined by the District or ECEAP (e.g., gathering student readiness information for Kindergarten/ECEAP) and will be consistent across the District. Kindergarten and ECEAP teachers, with input from the administrator, shall determine the schedule keeping the forty-five (45) minutes conference criteria in mind.
 - ii. Should any parent fail to attend a family connection conference, support from the secretarial staff or a Family Support Specialist as appropriate to reschedule a meeting time at the school shall be available at the request of the teacher.
 - iii. Kindergarten and preschool teachers shall be provided up to four (4) additional hours, paid at the certificated supplemental rate, to complete family connection conferences for students that enroll after the first three days, provided a family connection conference was not completed by another District Kindergarten or preschool teacher.

3. Assessment Completion

- a. The appropriate specialists shall be trained to assist in gathering observational data on specified WaKIDS Teaching Strategies Gold objectives.

- i. The cadre is comprised of librarians, fitness and health, music teachers, and counselors.
 - 1) Training may be provided as needed during the school day and sub outs will be provided.
 - ii. The specialists may be assigned to gather data the first seven (7) weeks of school.
 - iii. A schedule for when specialists will be at schools is based on their specialist assignment schedule in each building.
- b. The District shall create rubrics for appropriate assessments.
- i. To determine which assessments need common rubrics, the District will convene a committee of volunteer Kindergarten teachers to review the assessments and make recommendations.
 - ii. Any work that is completed outside the workday, shall be paid at the certificated supplemental rate.

4. Entry of Assessment Data

- a. A Kindergarten teacher shall have one (1) of the following choices to evaluate, score, and enter WaKIDS Assessment Data:
 - i. The employee may request one (1) release day.
 - ii. The employee may access up to seven (7) hours of per diem pay for time spent outside the workday.
- b. Three (3) times a year, school day preschool and CIP teachers shall be provided up to one (1) day of substitute time or pay at the certificated supplemental rate, to complete the Teaching Strategies Gold checkpoints. The District will determine the assessment periods for Teaching Strategies Gold checkpoints.
- c. Three (3) times a year, AM/PM preschool teachers shall be provided up to two (2) days of substitute time or pay at the certificated supplemental rate, to complete the Teaching Strategies Gold checkpoints. The District will determine the assessment periods for Teaching Strategies Gold Checkpoints.
- d. Preschool teachers who are required to complete Inter-Rater Reliability either as a new Preschool teacher or as part of the three (3) year renewal cycle can turn in up to two (2) hours paid at the certificated

supplemental rate on an Exception Hours Form to the Early Learning Department.

- E. Special Education teachers who complete the Alternative State Assessment (WA-AIM) will be provided with substitute time to help accomplish the task.
 - 1. Two (2) substitute days will be provided for one (1) to five (5) assessments.
 - 2. Four (4) substitute days for six (6) or more assessments.
 - 3. Substitutes will be ordered by following the substitute request process. Mondays and Fridays will be excluded from these substitute requests.
 - 4. If a substitute cannot be provided, compensation will be paid at the per diem rate to the special education teachers that is equivalent to the number of unfilled substitute days.
 - 5. If the employee opts not to use the substitute days, compensation will be paid at the substitute rate of pay to the special education teacher that is equivalent to the number of unused substitute days.

Section 4 – Grading

- A. Certificated staff members are responsible for assigning student grades to students enrolled in their class.
- B. Communication:
 - 1. Grades shall be used as a communication tool to report student learning to students and families.
 - 2. Prior to issuing a failing grade to a student within a course of study which can fulfill high school graduation requirements, certificated teachers will make more than one attempt using multiple methods (e.g., cell phone, home phone, email) to establish two-way communication regarding the student's academic progress with the student's parent/family/guardian.
 - i. If a contract is not established, the teacher will inform the student's counselor and administration.
- C. Reporting Timelines:
 - 1. Secondary teachers shall update student grades to reflect current progress within two (2) weeks of the assignment's due date.

2. Grades for secondary students will not be due in the office until three (3) working days following the end of each grading period except the final grading period, at which time grades will be due prior to teachers leaving the building on the last working day. These dates will be the same across the District and put on the District's calendar.
3. Elementary report card due dates and distribution shall be determined by the principal with input from the teaching staff. These dates will be shared with staff by the end of September.

D. Representing Student Learning:

1. Activities and/or assessments entered into the grading system that contribute to a student's overall grade shall be associated with identified standards aligned with the course of study.
2. Grading policies and practices within individual courses of study shall explicitly promote the opportunity for students to demonstrate their learning over time within a grading period.

E. Disagreement in Assigned Grade:

1. If the building administrator/supervisor disagrees with a student's grade, the building administrator/supervisor and the employee will study the records, ascertain the factors involved in an attempt to come to a mutually agreed upon decision.
2. If an employee is not available, and a reasonable effort has been made to contact the employee, and the building administrator/supervisor changes the grade, the employee shall be notified in writing.
 - i. If the principal or supervisor changes the grade and the employee does not agree with the decision to alter the grade, retention and/or promotion of a student, the building administrator/supervisor and employee will sign a statement indicating the change was made without the agreement of the employee.
 - ii. Such statement will be placed in the student's permanent record with a copy to the employee.
3. If the principal requires the student to complete additional work in order to meet the standard of the course, the appropriate procedure will be credit retrieval or summer school credit as opposed to a grade change.

Section 5 – Parent/Teacher Conferences

A. Elementary

1. Parent/teacher conference time shall be provided for the purpose of conducting required conferences with parents twice in the school year.
2. Elementary teachers, excluding preschool, will hold conferences on four (4) student release days two (2) before school starts and two (2) days in January as outlined in the calendars. Students will not attend school and instead, conferences will be held with families.
 - a. These conferences may be scheduled in person or virtually depending on what works best for families. Virtual conferences will be held by staff at the employee's school site.
 - b. Employees who are serving more than one (1) site may attend student conferences virtually from one of their school sites.
3. Launch Conferences shall be the two (2) days prior to the first student day. Kindergarten will follow the start of school conferences outlined in Section 3, Assessment. Progress Conferences shall be two (2) consecutive days in January as identified in the calendar. Each teacher will have the autonomy to schedule conferences, which will support preparedness, and prioritize access for families. Schools will utilize the 'conference scheduler' tool to accommodate logistics.
 - a. As provided in the enrichment section of this Agreement, evening or other non-school day conferences of three (3) hours will be utilized each conference period (launch conferences and progress conferences) for a total of six (6) hours. This time may be used within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families. Conferences scheduled outside the contracted hours will be at the employee's discretion.
 - b. Principals may identify a night or nights during conference week as a "school-wide conference night". Employees will not be required to utilize the identified night or nights. Employees should utilize their professional judgment when determining the times that best meet the needs of their families.
 - c. Certificated staff who are not the homeroom teacher are included in the conference expectations and should be available to meet with parents as part of conference with the homeroom teacher. Employees falling into this category who do not have full conference schedules may be asked to complete other work by the administration.

B. Preschool Conferences

1. School Day Conferences (Students Mon-Fri, All Day Program)

- a. The first set of conferences will take place during the three (3) days before the first day of school day preschool. These will be non-student days.
- b. The second set of conferences will take place during the two (2) days of elementary progress conference days as outlined in the school calendar. These will be non-student days.
- c. The third set of conferences will take place during the last two (2) full days after the last day of school day preschool. These will be non-student days.

2. CIP Conferences (Students Tue-Fri, AM or PM)

- a. The first set of conferences will take place during the three (3) days before the first day of CIP preschool. These will be non-student days.
- b. The second set of conferences will take place during the two (2) elementary progress conference days as outlined in the school calendar. These conference days shall not include the Monday teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These will be non-student days.
- c. The third set of conferences will take place during the last three (3) full days after the last day of CIP preschool. These conference days shall not include the Monday teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These will be non-student days. Additional time when teachers are not conferencing, teachers will provide building support as agreed upon between the program director and building administration.

3. AM/PM Preschool Conferences (Students Tue-Fri, AM or PM)

- a. The first set of Conferences will take place during the four (4) days before the first day of AM/PM preschool. These will be non-student days.
- b. The second set of AM/PM conferences will take place of a total of four (4) consecutive days. Two (2) of these will occur on the two (2) elementary progress conference days as outlined in the school calendar. The other two (2) of these days will take place abutted against elementary progress conference days and shall not include the Monday

teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These will be non-student days.

- c. The third set of AM/PM conferences will take place during the last three (3) full days after the last day of the AM/PM preschool. These conference days shall not include the Monday teacher workday unless the teacher chooses to offer time on that day for conferences to accommodate parent schedules. These will be non-student days.

C. Home/Hospital, Homebound and Transitions Programs

- 1. Due to the unique needs of homebound and hospitalized students, the teachers in the home/hospital, special education homebound, and BEST program shall be allowed flexibility around parent teacher conferences. Because these employees hold frequent parent/teacher conferences outside the regular workday, they shall track conferences outside the regular workday and outside the conferencing period. These conferences shall count towards fulfilling the requirements of six (6) conferencing hours as identified in the agreement.

D. Secondary

1. Launch Conferencing

- a. Secondary teachers will hold conferences on two (2) days prior to the first student day. Students will not attend school and instead, conferences will be held with families and/or guardians.
 - b. These conferences may be scheduled in person or virtually depending on what works best for families. Virtual conferences will be held by staff at the employee's school site.
 - c. Employees who are serving more than one (1) site may attend student conferences virtually from one of their school sites.
- 2. Launch conferences shall be individually scheduled conferences with students and parents. The purpose of these conferences is to build connections with families through advisory, update contacts, assign technology, outline/overview of expectations, etc.
 - a. Employees who do not have advisory will be assigned specific tasks related to the launch of the school year.
 - b. As provided in the enrichment section of this agreement, evening or other non-school day launch conferences will be held for a total of three (3) hours. This time may be used within a reasonable proximity, before

and/or after the scheduled conference week, based on the needs of families.

- c. Certificated staff who are not classroom teachers are included in the conference expectations and should be available to meet with parents during conference week.

3. Secondary Transition Event

- a. Per the Enrichment Section of this Agreement, three (3) hours will be used for transition events. Transition events at each school building will be determined by the leadership team, in no less than one (1) hour increments. Time will be used to host key transition experiences that could include curriculum nights/showcases, Sneak Peaks, and Move-up Nights.

- E. Skill Center conferences are addressed in the Skill Center Employee section of this agreement.

Section 6 – Student Behavior Support

- A. The District administration shall, to the extent provided by law, support and uphold employees in their efforts to maintain discipline in the District and shall be responsive to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and wellbeing of students and employees is supported by the Board.
- B. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to handle student discipline problems.
- C. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and consistent with federal or state laws or regulations.
- D. Every school will have and follow a school-wide discipline plan which aligns with School Board policy.
 - 1. The District will provide an example school-wide discipline plan to each school and require the use of a common template in order to support District-wide consistency and calibration.
 - a. This template shall include Tier I, Tier 2, and Tier 3 interventions.
 - b. This shall include a referral form, common process for usage, and communication strategy for the outcome of the referral.

2. The school-wide discipline plan must be reviewed at least once a year with all affected staff prior to the beginning of the school year and updated if needed. At the review, opportunity for input shall be provided. Any changes to the school-wide discipline plan shall be made upon approval of 80% of affected staff which includes classified staff who directly interact with students.
3. All staff, including the administrative team, will be required to follow the school-wide discipline plan.
4. The school-wide discipline plan shall include:
 - a. The District/school's philosophical approach to providing a productive learning environment and support to individual students.
 - b. Buildings will include a resource guide defining a comprehensive list of resources of support. This list of resources includes, but is not limited to all applicable roles below:
 - i. School Counselors, MTSS Specialists, BCBA, Mental Health Therapists, Nurses, Chemical Dependency Specialists, Administrators (PA, APs, and Principals), Student Support Services, and other community resources (GEAR-UP, Community in Schools).
 - ii. A list of who is on the MTSS Intervention Team and their roles.
 - iii. A chart of these services and how to access them is in Addendum F.
 - c. Purpose and use of an intervention room or other intervention spaces (Ex. Buddy rooms, de-escalation/calming stations).
 - d. The District MTSS framework for behavior and school specific classroom-based interventions that a teacher may utilize to address student behavior.
 - e. A description of the MTSS Intervention Team.
 - f. A process for referring a student to the school's MTSS Intervention Team.
 - g. A process for documenting student behavior and submitting an office referral.
 - h. A process for communicating the outcome of an office referral.

- i. A process for requesting administrator assistance to support and/or remove a student from the learning environment.
 - j. A process for conferring with an administrator regarding a student exclusion.
 - k. A process for how students are managed when they are sent to the office.
 - l. A process, which includes staff, for addressing changes to the plan when needed.
- E. On an annual basis, at the beginning of the school year, the District will communicate information related to the topics below to all staff:
 - 1. The District's philosophy of supporting the whole child and use of an MTSS Model.
 - 2. Any relevant policy/legal changes related to student discipline.
 - 3. The use of MTSS structures to provide support to students
 - 4. Available resources, supports, and professional development offerings
- F. To promote high levels of coordination and information sharing, the District will provide electronic tools to promote communication between staff and administrators regarding important student information and the outcome of office referrals. This data shall be interfaced with the formal district discipline data collection. Employees will have access to discipline information on the electronic platform for students in their class.
- G. In the spring of each year schools will administer an anonymous survey to all staff to identify areas of focus for professional development/training, which will include topics related to addressing and supporting student behavior. Information collected from the survey will be shared with all building staff and used to inform the development of the school improvement plan and allocation of available professional development time.
- H. Each building will utilize a minimum of two (2) hours of principal directed time, a minimum of one (1) of these hours must occur prior to the start of the school year for activities such as:
 - 1. Administering Surveys
 - 2. Reviewing data
 - 3. Reviewing the school-wide discipline plan and/or updating the school-wide discipline plan

4. Professional development related to addressing student behavior
 5. Updates on changes to the law and board policy
- I. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and consistent with federal or state laws or regulations.
 - J. The District will provide a digital chart of District supports employees may access for students exhibiting behavior challenges. Included in this chart is when the supports can be accessed for a student and the process for getting access to the supports.
 - K. State law requires that parent/guardians be informed each time a student is assigned a classroom exclusion from the learning environment for more than a brief period of time:
 1. A classroom exclusion is when a student is removed from an instruction or activity area for a behavior violation. This also does not include actions of interventions
 2. The employee must report the classroom exclusion to the building principal or designee as soon as reasonably possible.
 3. The school administrator(s) shall be responsible for making initial contact with the parent/guardian.
 - L. Documentation will occur when a student is assigned a classroom exclusion or leaves the classroom to receive a school-wide intervention. This data shall be interfaced with the formal District discipline data collection.
 - M. Student Exclusion from a Class
 1. Employees shall have the authority to exclude a disruptive and/or dangerous student from their classroom and instructional or activity area for all or any portion of the balance of the school days or up to the following two (2) days. In no event, without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal and the teacher have conferred.
 - a. Confer shall mean that an interactive dialogue between the employee and administrator occurs to discuss topics such as:
 - i. What was the student behavior and the factors contributing to the incident?
 - ii. What corrective action, restorative practice, and/or intervention has been utilized?

- iii. What does the class and/or employee need before the student returns?
 - iv. What does the student need before returning to class?
 - v. What is the plan to help the student avoid the same behavior in the future?
 - vi. What are the next steps if the behavior continues?
 - b. An opportunity for a restorative conversation between the employee and student will be offered at a time of convenience for the employee and shall be offered in a timely manner.
- 2. Prior to the student being readmitted to class, the employee shall be informed about the resolution of the problem.
- 3. Before administering a classroom exclusion, the teacher or other school personnel must first attempt one or more other forms of discipline to support the student in meeting behavioral expectations, unless the student's presence poses an immediate and continuing danger to other students or school personnel, or an immediate and continuing threat of material and substantial disruption of the educational process.
- N. In instances where it is determined that student behavior warranting suspension or expulsion from school has occurred while the student is under supervision of an employee, the employee shall provide details regarding the incident(s) necessitating discipline and the decisions to be made and shall receive a written response upon request by the employee as to the disposition of the matter.
- O. Anytime a re-entry meeting occurs or is requested by an employee after a student exclusion, suspension, or expulsion and prior to the return to school, employees will be invited to attend any re-entry meeting for the affected student on their class/caseload. These meetings will be at a time the teacher can attend or coverage will be provided so the teacher may participate. These meetings will not be scheduled in a way that excludes the student for any longer than necessary.
- P. For students who are determined to substantially disrupt the educational process or who pose a continuing danger to themselves other students or school personnel, the parent will be called by an administrator. Student exclusion will take place, and re-entry will occur when administrators, parents, and staff agree on a plan in a timely manner for re-entry and subsequent behavior requirements, subject to applicable state regulations. If a good faith effort to agree on a re-entry plan fails, the District will have final authority to decide on subsequent behavioral requirements.

- Q. Teachers whose classrooms have been damaged/destroyed due to student behavior shall work with their building administrator to determine the supports or time needed to help restore their room, which may include pay at the certificated supplemental rate utilizing building discretionary funds. Pay cannot be denied when warranted due to lack of building discretionary funds.
- R. Affected employees shall be invited or provided the opportunity to provide input for meetings in which a behavior plan is being created and/or revised for a student. Input may be shared with the team prior to the meeting should an affected employee be unable to attend.
- S. Special education students may or may not be subject to emergency removal under the same conditions and circumstances as for non-special education students, depending upon whether or not the emergency removal constitutes a change in placement. Change of placement including suspension, expulsion, or an emergency expulsion beyond ten (10) days are all subject to state and federal laws and regulations.
- T. A student committing an offense such as assault, kidnapping, unlawful imprisonment, harassment, and arson when directed toward an employee, shall not be assigned to their classroom/work area for the duration of the student's attendance at that school or any other school where the teacher is assigned.
- U. The District will provide annual notification to employees concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student discipline, to include student rights, teacher rights, due process, and the processing of student discipline. This information shall be provided as early as possible during the school year. The parties agree to confer during District/Association conferences relative to the content of such information.
- V. Schools may have alternatives to "out-of-school suspension" as determined by the school-wide discipline plan.
- W. Certificated employees shall not be required to supervise any detention, unless agreed to in the school-wide discipline plan.
- X. The parties agree that an individual student's status shall not be impacted by employee/management disputes regarding the provisions of this section.
- Y. After consultation with the Skill Center Program Director, students who have been placed under "in school suspension" at the home high school may or may not continue in attendance at the Skill Center for the duration of the suspension.
- Z. The District shall inform the Association prior to changing student discipline policies and procedures.
- AA. Consistent with Article I, Section 3, the Parties agree to address any provisions of this section found contrary to rules established by OSPI or state law.

BB. District Committee shall be established with equal numbers of Association and District representatives to oversee the implementation of the provisions outlined in this section.

Section 7 – Lesson Plans

- A. It is the responsibility of each employee to ensure that current lesson plans are available in the classroom. Lesson plans shall be available in an easily accessible location.

Section 8 – Title I Funding

- A. Title I certificated employees and paraeducators shall participate in discussions of the service delivery model. These discussions shall include the building principal, coordinators and directors where appropriate. Discussions shall occur prior to implementation.

Section 9 – Special Needs Assessments

- A. In instances where a student is undergoing assessment of special needs, the District will complete such assessment within thirty-five (35) school days.

Section 10 – Special Education Procedures and Services

- A. Special Education procedures and services will be determined and provided in compliance with WAC/IDEA rules and regulations.
 - 1. Special Education Evaluation Process
 - a. Step 1: Child is identified as possibly needing special education and related services through the Child Find process. Once a Child Find has been initiated the school has 25 school days to hold a Decision to Evaluate meeting. This will include a file review, academic, behavioral and health history as well as information from the student's current teacher(s) and parents/guardians.
 - b. Step 2: Child is evaluated in areas of concern identified by the evaluation team. The school has thirty-five (35) school days to complete the evaluation once consent from parent/guardians is obtained.
 - i. Qualifying Disability Categories
 - 1. Autism

2. Deaf-Blindness
3. Deafness
4. Developmental Delay (DD) for ages 3-8
5. Emotional/Behavioral Disabilities (EBD)
6. Hearing Impairment
7. Intellectual Disability
8. Multiple Disabilities
9. Orthopedic Impairment
10. Other Health Impaired
11. Specific Learning Disability
12. Speech or Language Impairment
13. Traumatic Brain Injury
14. Visual Impairment

- c. Step 3: Initial Evaluation report is presented to parents/guardians and eligibility is determined.
- d. Step 4: If student is found eligible an IEP meeting is scheduled within thirty (30) days to develop the Initial Individualized Education Plan. Parent Consent is required for an initial IEP.
- e. Step 5: After the IEP is written, services are provided as soon as possible.
- f. Step 6: Progress is measured and reported to parents
- g. Step 7: IEP is reviewed annually, however parents can request an IEP meeting outside of the annual review date as needed.
- h. Step 8: Child is re-evaluated every three years.

For more details please visit the link:
<http://www.k12.wa.us/SpecialEd/Families/HowItWorks.aspx>

- B. Concerns related to compliance issues which cannot be resolved through the IEP process will be brought to the Special Education Leadership team and/or Labor Management for direction, discussion, and resolution.
- C. The Special Education Department will maintain a manual addressing standards and guidelines for special education services.
- D. The Special Education Administration shall work with the site administrator and site staff to determine what alternate setting is best suited to the situation and facility for special education students who need an immediate and temporary place to de-escalate.
- E. If a member of the IEP team including the special education case manager or general education teacher have a concern regarding the appropriateness of a student's LRE the concern will be surfaced at an MDT meeting. If the building team is unable to come up with a solution the, Principal will request support from the Special Education Administration.

Section 11 – Instructional Coaches

- A. Each affected building will establish, and make available to staff, a schedule of instructional coaches' time which will be followed in a consistent manner and in compliance with the coaching model.
- B. An employee may opt to use instructional coaches for individual professional support in individual classrooms.
- C. Instructional coaches that work with small groups of students will work with the classroom teacher to schedule times for these groups.
- D. Employees may request copies of the coaching model from the Chief Academic Officer.

Section 12 – Elementary Intervention Services

- A. When intervention services for students at risk of not meeting standard are used, the District will:
 - 1. Communicate information about the implementation plan and services to be provided.
 - 2. Provide start-up professional development that supports the conceptual understanding and foundational skills required for implementation.
 - 3. Provide ongoing professional development.

4. Provide opportunities for staff and administrative feedback.
 5. Ensure the delivery of intervention services at the building/program level will be coordinated with the District plan.
- B. The District will provide intervention teachers Tier 2 resources and supports that align to state, District, and school priorities using SPS adopted programs.
- C. A team, inclusive of building principals, program coordinators, interventionists, and impacted classroom teachers shall examine research-based best practices and collaboratively decide on a schedule for student support and the delivery model.
1. At the beginning and end of each round of intervention, intervention teachers will enter required student data according to the published intervention cycle schedule.
 2. Intervention teachers will share the collected intervention data with school teams to identify students for intervention services, exit students from intervention services, and progress monitor throughout the school year, and the school team will determine next steps.
 3. Data collected during this process should be part of any subsequent intervention referrals such as, but not limited to, special education and 504.

Section 13 – Option Programs

- A. The District will annually review with the involved staff the various elements and unique standards of approved option programs. Program support will align with the School District's Strategic Plan, resource allocation practices, and the school improvement plan.
- B. The District will not implement any new nationally or state recognized program without discussing the potential new program and Labor Management. The purpose of this discussion will be to:
1. Discuss funding considerations; and
 2. Discuss any possible contractual implications.

Section 14 – Social Emotional Learning

- A. Secondary Advisories: Comprehensive Secondary schools will provide a student advisory period for the purpose of delivering social emotional learning curriculum, and supporting student success, and facilitating school-wide college and career readiness activities, including annual completion of the High School and Beyond Plan.

1. The District will create an advisory plan that provides equitable opportunities for student access to SEL curriculum across secondary schools not to exceed one-hundred (100) minutes per week.
 2. ELD teachers shall only have ELD students in their advisory, to the greatest extent possible.
 3. Lessons and activities will be preplanned, with all materials prepared, and provided to teachers. During the 2022-2023 school year, the District will create a committee consisting of current ELD teachers and District staff to create a menu of differentiation strategies to be utilized for SEL curriculum instruction to meet the needs of ELD students.
 4. Grades will not be required.
 5. In the event a school is interested in delivering social emotional learning curriculum and facilitating college and career readiness activities through a structure different than the advisory model outlined above, the school may utilize the contract variance process.
- B. Elementary Social Emotional Learning: Elementary schools will provide a range of opportunities for students to engage in social emotional learning, using only District approved curriculum. Employees are only required to teach from one approved curriculum.

Section 15 – Co-Teaching (Special Education and General Education – Secondary Level)

- A. Co-teaching teams will be created in the Spring staffing cycle to allow for ample time to attend training and collaborate. When co-teaching assignments are developed the following guidelines will be used:
1. Teachers are interested in co-teaching together,
 2. Teachers have received co-teaching training prior to the start of the partnership or within sixty (60) days of the class being formed,
 3. The co-teaching partnerships have been approved by building administration.
- B. Co-teachers shall be provided common planning time, as the schedule allows, and special education teachers will have at least one (1) common planning period with a co-teacher.
- C. Teachers shall only co-teach with one (1) teacher, unless requested by affected staff.
- D. No more than 49% of the class can be students receiving SPED services.

- E. New co-teachers shall be paid fourteen (14) hours of training and collaboration to set up their co-teaching model. This time will be paid at the certificated supplemental rate.
 - 1. This training will be offered multiple times to provide options for staff to attend.
- F. Co-teaching partners who have already been doing this work prior to the 2022-23 school year and who have not yet been trained shall be paid, at their option, seven (7) hours at the certificated supplemental rate to complete the training.
- G. Co-teaching partners will be given the opportunity to remain together for up to three (3) years. This language does not supersede the assignment/transfer language.
- H. When there is a change of co-teaching partners by administration, seven (7) hours of paid time will be provided for the previously trained employees to collaborate with their new partner. This time will be paid at the certificated supplemental rate.

ARTICLE IV – PERSONNEL

Section 1 – Individual Contracts

- A. Each employee shall be issued an individual employment contract, which will be renewed or non-renewed by the District each year pursuant to the continuing contract laws of the state of Washington. All individual employment contracts shall be subject to and consistent with Washington State statutes and this Agreement.
- B. One-Year Non-Continuing Contracts
 - 1. The District may hire a number of employees on one-year contracts equal to the number of continuing employees on leave of absence. A listing of Leave Replacement employees will be provided to the Association twice a year.
 - 2. One-year contract employees need not be hired to specifically replace the employee on leave of absence. The District will make a reasonable effort for one-year contract employees to be hired for specific employees on leave, provided doing so does not create a financial hardship.
 - 3. Movement to continuing contract status is covered under the Assignments and Transfer provision of this Agreement.
 - 4. One-year employees will be properly placed on the salary schedule and will accrue seniority and experience the same as continuing contract employees.
 - 5. With District approval, employees who have served in the same building and in a full-time non-continuing contract for two (2) consecutive years, in a non-shortage area will be offered a continuing contract in a similar position in that building provided FTE is available and the employee meets certification requirements.
 - a. If no position is available in the building the employee will be guaranteed an interview, upon written request to Human Resources, as part of the eligibility pool hiring process.
- C. Supplemental contracts, when issued, are pursuant to state law and are not continuing contracts within the scope of the law.
- D. Should the District issue contracts prior to completion of negotiations, such contracts shall be based on the salary schedules currently in effect together with the inclusion of a rider specifying the District will enter into good-faith negotiations with the Association. Said rider will specify that salaries will be adjusted in conformity with the agreements reached between the District and the Association; or, in the event agreement is not reached, upon final Board action, an appropriate amendment incorporating changes approved by the Board will be forwarded to the employee.

- E. The employee shall electronically accept or decline the contract within fourteen (14) days of the date of the contract. A copy of any rider will be retained by the employee.
- F. The individual contract form attached to this Agreement as Addendum I will be utilized for all employees.

Section 2 – Employee Files

A. Personnel Files

1. The personnel file is a District file and shall be maintained in the District's Human Resources office.
2. Personnel files are confidential and shall be available for inspection only to the appropriate administrative staff and the individual employee.
3. All disciplinary action, excluding verbal warnings, shall be placed in this file.
4. By prior appointment, an employee shall have the opportunity to review the contents of their file and copy, at the employee's expense, materials within the file.
5. A review of the personnel file will be supervised by the Chief Human Resources Officer or designee(s).
6. The employee may request an additional individual, chosen by the employee, be present for the personnel file review.
7. The employee may work with the Chief Human Resources Officer, or designee, to add material to, or delete material from, their personnel file. The employee shall have an opportunity to attach written comments to anything in their file.
8. Any derogatory document not provided to an employee within fifteen (15) workdays after receipt shall not be allowed as evidence in any grievance or in any disciplinary action against such employee.
 - a. No evaluation, correspondence, or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee having been provided a copy first and been provided the opportunity to attach their own comments.
 - b. Such written response shall become part of the employee's written personnel records.
9. All confidential materials currently in an employee's personnel file will remain except as removed according to the procedure outlined above. Confidential

materials can be placed in an employee's personnel file only with the employee's permission.

B. Supervisor File

1. An employee's principal or program supervisor may maintain a supervisory file at their work site for the purpose of containing material pertinent to the employee's performance and for completion of an employee's evaluation(s).
2. Counseling/expectation memos and verbal warnings shall also be placed in this file. Information about removing these documents from employee files is listed below.
3. The supervisory file will be open for review by the employee upon request of the employee to set a mutually agreeable time, within twenty-four (24) hours, if possible, for such review.
 - a. The employee may choose to have a representative present.
 - b. The employee may copy materials from the file at their own expense.
4. The supervisor file may be maintained as long as the principal or program supervisor has the responsibility for evaluating the employee's performance at the work site or program.
 - a. When those responsibilities end, the contents of the file will be destroyed except for written documentation of counseling sessions and verbal warnings which will be forwarded to Human Resources. Documentation forwarded to Human Resources will be filed in the personnel director's office.

C. Application and Screening Materials

The District will maintain application and screening materials in order to fill vacant positions. Materials are organized in relation to a posted vacancy and subsequent hiring process. These files are stored for the current year, plus three years as required by the Records Retention Act. Employees may review application materials the employee themselves have submitted.

D. District Records

1. The District maintains other types of records related to grievances, discipline, and litigation.
2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.

3. Records of grievances are not kept in the personnel file.
4. District records are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.
5. District records will be kept separate from other District files.

E. Document Removal from Supervisor and Personnel File

1. Counseling Memo and Verbal Warnings

- a. Documentation of counseling sessions will be destroyed after one (1) year, provided that no further issues of a similar nature have occurred during that period of time.
- b. After eighteen (18) months following the issuance, the employee may submit a written request to remove documentation of verbal warnings, provided that no further issues of a similar nature have occurred during that period of time.
- c. The employee may submit a written request that the progressive disciplinary document revert to the next lowest step of progressive discipline.
- d. The only reference to the discipline action will be kept in District Records, separate from the employee's personnel file, as evidence of the District's handling of the matter. It cannot be used as a basis for future discipline of the employee

2. Written Warnings and Written Reprimands

- a. After two (2) years following the issuance, the employee may submit a written request to lower the discipline level of the document if there has been no recurrence of the behavior.
 - b. The new level of the discipline will be noted as revised and dated on the original document.
 - c. Documents lowered to the level of verbal warning will be removed from the personnel file and will be kept in the site supervisor's file only.
3. The Washington Administrative Code governing acts of unprofessional conduct will be used as the guideline for all employees. In the event the disciplinary action falls under these standards, the two (2) year provision of this section may not apply.

F. Applicability of Public Disclosure Laws

Nothing in this agreement precludes the District from providing documents in accordance with public disclosure laws. The District will notify the employee prior to the release of any requested document(s).

Section 3 – Progressive Discipline

A. The District has the right to discipline, suspend, or dismiss for just cause.

1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.
2. All disciplinary action shall be in accordance with the principles of progressive discipline.
3. Progressive discipline may include: verbal warning, written warning, and written reprimand.
4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the "Employee Files" section of this Agreement.

B. No employee shall be disciplined in any form whatsoever without such employee being informed by their supervisor of the right to have representation from the Association.

C. After a supervisor concludes that actions of an employee may be cause for discipline, they shall notify the employee of the nature of the concern which has come to their attention and allow the employee an opportunity to meet with the supervisor and respond.

1. At the beginning of a personnel investigation, the employee will be provided with written information that describes the investigative process.
2. Such notification must include the complainant(s)' name(s).
3. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
4. The District may hand deliver the letter of discipline to the employee without calling a special meeting after the investigation is complete and if the District chooses to discipline the employee.

5. An employee shall have the right to attach a statement to any written record placed in their file as a result of disciplinary action and shall have access to the grievance procedure.
6. Discipline can be removed from employee files consistent with the applicable provisions in Employee files.
7. When a certificated employee appeals a notice of probable cause pursuant to law, the District agrees to notify the Association if it intends to interview Association members on a witness list provided by the employee or their legal counsel.
 - a. When possible, notification will occur at least two (2) days prior to the interview.
 - b. Notification need not identify each specific employee(s) to be interviewed by name; instead, notice of the general intent to interview one (1) or more such employees shall be sufficient.

Section 4 – Employee Protection

- A. The District shall provide a safe and healthy working environment for all employees.
 1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
 2. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.
- C. A communication device will be available to an employee required to work in a building alone. If an employee is given an assignment outside of their regular job duties requiring them to work alone, that employee may decline the assignment without repercussions if they have safety concerns.
- D. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- E. When an employee has a serious concern about the behavior of a student or parent/guardian the employee shall notify the Association about their administrator as soon as reasonably possible. The concern will be taken to Labor Management for

discussion regarding next steps. Should the situation need more immediate attention, the Administration shall notify the Chief Human Resources Officer who will connect with the Association outside of the regular Labor Management meeting.

F. Each facility shall have a building-wide crisis plan.

1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside, and any other area used by employees and/or students.
2. The crisis plan must be in print and a copy provided to each staff member at review and information sessions at the beginning of each school year.

G. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations, where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the Court to the employee if they are found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

Section 5 – Indoor Air Quality

A. If there is an environmental concern at a District work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern. This process to report a concern will be posted on the safety bulletin board. The District then will take random samplings of air quality as quickly as reasonably possible and the results will be posted on the safety bulletin board.

B. Based on the reported concern, the District Industrial Hygienist will:

1. Test and monitor the area.
2. Track the employee concern as reported on physical hazard notification forms and employee logs.
3. Facilitate, research, and recommend solutions in a timely manner.
4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.

C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who will be consulted for recommendations.

1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and

three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).

2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall recommend independent testing groups.

Section 6 – Worker’s Compensation

- A. If an employee is injured on the job, an incident report will be filed in a timely manner to document the injury.
- B. Employees who sustain a personal injury/illness, covered by workers’ compensation, in the course of employment will be paid full salary for the period of absence less the amount of the workers’ compensation award made for disability due to such injury/illness.
- C. Such absence shall not be charged to the annual or accumulated illness leave up to a maximum of thirty (30) workdays.
- D. If a deduction in accumulated leave or salary has been implemented by the District, the leave bank or salary will be reinstated upon receipt of the Department of Labor and Industry order and notice form approval.
- E. After thirty (30) workdays, such absence shall be charged to the annual or accumulated illness leave in the pro rata amount paid by the District.
- F. The District will provide, at its discretion, on the job support(s) to reduce instances of work- related injury.
- G. Injury Related Reassignment
 1. The District shall enter into an interactive dialogue with an employee who has or incurs an injury or medical condition that may require accommodations in order to perform job duties.
 2. The employee may be assigned to a position outside of the jurisdiction of the Association without loss of seniority. The employee will continue to receive all rights, privileges, and protections normally given under this Agreement. If any provision of the Collective Bargaining Agreement is in conflict with the new position, the District and Association shall decide jointly on the appropriateness of the proposed placement.
 3. The Association will be informed in writing if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if

an employee represented by the Association is placed in a position outside of the bargaining unit.

H. Light duty for on the Job Injuries

1. The District will institute a light-duty program to return employees to work who have been authorized to return to light-duty assignments. Light-duty assignments may differ from the employee's regular work assignments.
 2. The District will make a good faith effort to designate light duty positions for employees required to work with physical restrictions due to an on-the-job illness. The employee must have a written release from their attending physician and must comply with any regulations required by Washington State Worker's Compensation. Employees performing light duty shall be compensated at their regular rate of pay.
- I. Compensation for employees on rehabilitation shall be determined by the Department of Labor and Industry's Loss of Earning Power Standards.

Section 7 – Loss and/or Damage of Personal Property

- A. The District agrees that it will include employees as insureds in the District's liability policy. The District shall reimburse the employees for:
1. The replacement of any clothing or other personal property damaged or destroyed in a disturbance as defined by state statutes.
 2. Any District-registered personal property used for instructional purposes in the workstation which has been damaged, destroyed, or stolen during the course of their employment. Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance, or \$125, whichever is less.
 3. Personal items damaged, destroyed, or stolen from the building or work station, provided steps have been taken to secure such property by locking or other appropriate security measure(s). Such reimbursement shall be for the amount of the loss, not to exceed the amount of the deductible of the employee's personal insurance or \$125, whichever is less.
- B. The District shall reimburse vandalism to an employee's vehicle under the following conditions:
1. The employee claiming the loss must be the registered owner or the spouse of the registered owner of the family vehicle which has been damaged.

2. The vandalism must have occurred while the employee was at a District worksite performing District business.
 3. Damage resulting from a collision or damage from another vehicle is not reimbursable.
 4. Reimbursement shall be made per vandalism occurrence in the amount of \$250 or the employee's deductible, whichever is less.
- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.
- D. All claims for reimbursement for loss, except "B.1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District business office.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

Section 8 – Loss or Damage of District Property

- A. Employees shall not be liable for District property that is damaged, destroyed, or stolen provided prudent steps have been taken to protect such property.

Section 9 – Threat and/or Assault on an Employee

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.
- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and therefore will take appropriate action for the non-discretionary behavior(s).
1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
 2. Any student that has threatened and/or assaulted an employee shall not be returned to the applicable staff work area prior to a face-to-face meeting with

administration and the employee.

- a. The meeting shall occur at a time in which the employee is not responsible for other students.
 - b. The District shall follow the law when disciplining Special Education students.
- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.
- H. The District will refer reports of threats and assault to the authorities as appropriate.
- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations, or interference with an employee's ability to perform their duties. Should this behavior occur, the District shall take action to ensure staff safety. This action may include progressive steps (i.e., visitor/parent/guardian meeting/conference with administration and up to a no trespass order.)
- J. The Employee Assistance plan is available for any employee and information about this program can be found in the Benefits Office.

Section 10 – Classroom Visitation

- A. Non-students and visitors will be required to check in at the office for permission to enter the building.
- B. All non-District employee visitors to a school and/or classroom must obtain the approval of the principal or designee and, if the visit is to be a classroom, the time will be arranged after the principal/designee and the teacher mutually agree on a time. The teacher may request an administrator or designee is present during the classroom visitation.
- C. If the non-District employee visitation is an observation of classroom activities by a parent/guardian, the teacher will be afforded the opportunity to confer with the classroom observer before and following the observation, provided the teacher notifies the principal/designee of the interest to confer with the observer.
- D. Non-students and visitors may be denied visitation rights under specific circumstances such as, but not limited to, standardized testing, student counseling, health and safety, visitor/student ratio, court order, or interference to the educational process.

Section 11 – Potentially Dangerous Students and Patrons

- A. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor; they will notify affected staff in a timely manner, and in accordance with all state and federal laws.
- B. All staff, on a need-to-know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. In addition, all staff, based on a need-to-know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.
 - 1. “Shall be informed” is a shared responsibility between staff and administration and support staff.
 - 2. “Evidenced behaviors” are obtained through a self-report registration document as well as any other information that clearly presents a safety problem.
 - 3. As per law, a student cannot, however, be withheld from class pending the school’s receipt of the student’s records.
 - 4. Students exhibiting this type of behavior shall have a safety plan, modeled by an electronic template provided by the District to all schools and all staff who directly interact with this student shall have knowledge of this plan. The MTSS team, to include: administration, counselors, interventionists, classroom teacher, etc. shall write the plan with specific procedures for when the student is in situations where they are not directly supervised. This plan shall be reviewed for any change of placement within the District or when deemed necessary by the MTSS team.
 - 5. Affected staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in school District policy where release by the student is necessary or where the record is the working notes only seen by the person making them.
 - 6. Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and interest to know.
- C. The sharing of confidential information about a student’s family is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). All staff, based on a need-to-know basis as defined by law, shall be informed prior to being assigned student(s) whose family evidences behaviors that could present a safety problem to the students or

staff. Affected staff shall be provided with specific information about the known behavior pattern(s) of the involved person(s) and suggested strategies for managing those behaviors.

Section 12 – Student Health Needs

- A. No employee shall be required by the District to dispense or administer medication or perform other medical functions unless they have been provided with proper training and if they so volunteer. Should an employee provide such medication or perform any medical functions during the course of their assigned duties, the employer agrees to hold harmless such employee from any and all liability that might result therefrom.
- B. Only CIP/DI/Preschool teachers and their appropriately trained support staff shall change diapers. The District shall make every effort to assign same-gender, trained staff to perform job functions involving diapering and other personal hygiene duties. This provision shall not apply to employees assigned to work in licensed childcare settings.
- C. Only CIP/DI/Preschool teachers and their appropriately medically trained support staff shall change catheters. The District shall make every effort to assign same-gender, medically trained staff to perform job functions involving catheterization.
- D. Except for students receiving special education services or who are in preschool, the administrator, parents, teacher, counselor, and any other appropriate staff will create a plan for students who need toileting support. Paraeducators and SPED teachers shall not be pulled from their duties to toilet students not in an assigned self-contained program.

Section 13 – Employee Facilities

- A. Room assignments will not be made in an arbitrary or capricious manner.
 - 1. The District's responsibility is to provide effective learning space for all students.
 - a. As the District plans for building renovations and new construction, the nature of serving the needs of all students will be included in design considerations.
 - 2. Students use of available space will take priority during school hours.
 - 3. As the District plans for building and new construction, the confidential nature of serving student health care needs will be included in design consideration.
- B. The District will arrange that the following facilities and equipment be at each site for the use of the employees housed in that building:

1. A work area containing equipment and supplies to complete individual job assignments.
 - a. The building will supply adequate workspace for ELD and SPED to provide services and the supplies necessary to do so.
 2. The District will provide a service to manage laundry generated in preschool.
 3. A key to one's classroom, office, or workspace, and access to the building.
 4. Access to furnished employee lounge.
 5. Identification card.
 6. Restroom facilities separate from student facilities. In the event that the nearest staff restroom has been repurposed as a student use facility, administration will provide class coverage in order for staff to access restrooms.
 7. Access to conveniently located communication and technology resources: i.e., computers.
 8. A serviceable desk and adult-sized chair and a filing cabinet for each regularly assigned employee; additional filing cabinets will be provided as the program dictates.
 - a. This shall be available at each worksite for employees assigned to multiple sites and can be shared space with other employees.
 9. An individual lockable space for personal items at each work site.
 10. Lockable space shall be provided for all employees who must secure confidential records.
 11. A telephone in a private area for employees' use.
 12. A voice communication device connected to the school office in classrooms where employees perform their duties with students.
 13. Employees supervising students on the school site, performing duties such as playground supervision and/or bus and patrol duty, shall have access to a communication system connected to the school office.
- C. The District shall provide adequate storage space in the classroom or on site for District provided instructional materials.
- D. The District will make every effort to provide an adequate classroom/workspace for each specialist and ESA staff. Should an employee have concerns about the adequacy of

their workspace, this concern will be shared with the Association and taken to Labor Management for resolution.

- E. Employees will have access to long-distance codes.
- F. Care and consideration needs to be used in planning the location of gatherings (i.e., meetings, luncheons, teas, receptions, in-services, etc.) in a building so as not to always displace the same program or class. The affected parties should be involved in the planning and every effort shall be made to give at least twenty-four (24) hours' notice to reschedule, change locations, or cancel their displaced activity or class.
- G. Employees will be provided, upon request, a security code access and appropriate keys to access the building and work areas outside of the regular workday.
- H. Any employee who loses their ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.
- I. All elementary District-wide activity programs will be given priority for facility gym use scheduling between the hours of 6:30 a.m. and 6:00 p.m. during their respective seasons. On occasion, singular events may displace the normally scheduled program.
- J. Rooms designed specifically for elementary art and elementary music will be assigned to those specialists if general education and special education enrollment does not prohibit such use, and unless other building activities as agree-upon through the site governance process, does not preclude such use.
- K. Secondary science lab classes shall be held in lab classrooms with appropriate equipment as required for the course. In cases when enrollment is greater than available facilities, a non-lab classroom may be used if appropriate safety equipment is available.
- L. Counselors, ESA staff, nurses, and any other staff that have state and national licensing that require confidentiality shall have a private workspace available to complete this work.
- M. The District shall make every effort to identify workspace that has not been identified for other purposes i.e.: the staffroom, laundry room, bathroom, custodial closet, etc.
- N. The scheduling of instructional space for music classrooms will take priority over building-designed instructional space usage (such as, computer labs, book fairs, etc.)
- O. Except in an emergency, ample notice will be given to staff when scheduled repairs that may be disruptive to the educational process are made to classrooms, workspaces, or hallways during student attendance hours so that adjustments may be made, if necessary.

- P. Before a portable can be used as a workstation, the District will provide a functional communications system between the portable and main office.

Section 14 – School Decision Making

- A. Each building shall have an inclusive decision-making process in writing that will be reviewed and approved by 80% of all staff each year by the end of May of the previous school year beginning the 2023-2024 school year. The process will focus on student needs, academic achievement, and support for staff to include the following principles and effective practices:
1. Leadership Teams
 - a. Each elementary school shall have a representative, shared leadership team(s) with at least two (2) members chosen by the staff. At the secondary level, department chairs shall be on the team as well as the adhoc committee members selected by the staff. Adhoc committee members may be excused from regular department meeting business. The number of representatives shall be sufficient so that communication looping to all staff is possible. Members of the committee will be shared with the entire staff.
 - b. Each team shall invite an SEA representative.
 - c. The responsibilities of the shared school leadership team include, but are not limited to:
 - i. Developing a continuum of decision-making responsibilities (e.g., who makes which decisions). The District will provide several examples of the types of decisions made by the building and who is responsible for making those decisions.
 - ii. Establishing team norms.
 - iii. Implementing the School Improvement Plan (SIP).
 - iv. Creating opportunities for input and to surface questions or concerns.
 - v. Communicating throughout the decision-making process (e.g., loop-outs to affected staff, meeting topics and/or minutes, staff updates and/or bulletins, etc.).
 - vi. Recommending to staff possible amendments to the decision-making process if the representative shared leadership team or

other staff determine there is a need to do so. Any amendment to the decision-making process shall be voted on by the entire staff.

- B. A SIP may not be designed or implemented that is contrary or inconsistent with the terms of the Collective Bargaining Agreement or School Board Policy. Annually, the District will provide the Association president with access to each SIP.
- C. Each school will use its inclusive decision-making process with affected staff to determine participation in a pilot program. For this provision, pilot programs refer to anything that is not mandated curricula and/or any trial of curriculum or assessments the District is not requiring of schools.

Section 15 – Building Budgets

- A. Prior to semester break of each year the building administration shall share the actual building budget for the current year.
- B. Prior to the start of school, individual program budgets at the Skill Center shall be provided to the specific program staff.
- C. Prior to spring break of each year, the building administrator will schedule a voluntary meeting to gather input for budgeting for the following year.
- D. Budget allocations will not be arbitrary, capricious, or retaliatory.

Section 16 – Job Descriptions

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
 - 1. These job descriptions shall be made available for each employee.
 - 2. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives.
 - 3. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit.
 - 4. Any changes in qualifications required in job descriptions shall apply only to employees not currently in those positions, except for changes in required licensing or state and federal laws which all employees must meet.
- B. When an employee feels that they are being asked to perform inappropriate job duties, the employee has the right to discuss the concern with their supervisor and/or program

director without being disciplined for bringing forth the concern. Employees shall have the right to representation by the Association in any meeting with the supervisor concerning requests to perform inappropriate job duties.

- C. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be held harmless as deemed qualified for assignment under that jobdescription except for changes in required licensing or state and federal law which all employees must meet.
- D. New hires for positions that require lifting would be required to pass a physical exam done by an outside firm. Employees wishing to transfer from a non-lifting job description to a job description that would require lifting would be required to pass a physical exam done by an outside firm.

Section 17 – Seniority List/Certification and Endorsement List

- A. Each January the District will compile and place on the District website the certificated employee seniority list, by individual employee ID number, listing each employee from greatest to least senior. The District will also place on the District website the employee certification and endorsement list by individual employee ID number.
 - 1. The employee seniority list shall show State Seniority, which shall include Washington State public school contracted experience, Washington State private school contracted experience, total state experience and approved credits and clock hours. This seniority list is used for the layoff and recall process and is not used for placement on the salary schedule.
 - a. This seniority list is used for the layoff and recall process.
 - b. This seniority list is not used for:
 - i. Placement on the salary schedule;
 - ii. Assignment and Transfer (unless as the tie-breaker)
 - 2. The employee certification and endorsement list shall include certificate type and endorsement(s).
- B. The District shall notify certificated employees that the lists are posted and available on the website.
 - 1. The District will send a letter to the last known address of employees on leave that the lists are on the website.

2. The District will notify employees that they have fifteen (15) working days to report any dispute regarding their experience as listed in each communication about the aforementioned lists.
- C. It shall be the responsibility of each employee to verify their seniority listing and to promptly report any dispute thereof in writing to the District.
1. Each employee who, within fifteen (15) working days after notification that the list has been placed on the website, fails to notify the Human Resources that a dispute exists regarding their seniority as posted, shall be conclusively presumed to have concurred with the seniority rankings ascribed to such employee on the list. Neither the employee nor the Association shall be entitled to grieve their experience as posted after the fifteen (15) working days as noted herein.
- D. Each February the final lists will be placed on the District website, ranking each employee from greatest to least senior.

Section 18 – Assignments and Transfer

A. Definition of Terms

1. Assignment or position: An individual's current job placement
2. Reassignment: A change in assignment within a building or program either by request or because of building/program needs. An increase to an employee's FTE does not constitute a reassignment.
3. Program: District-level programs eligible for reassignment within program and across buildings. Currently, these are identified as (Elementary: K-5 [South 2023-24] Secondary: 6-12 [South 2023-24]):
 - a. Elementary Music
 - b. Elementary Art
 - c. Elementary Fitness and Health
 - d. Elementary Content Specialist
 - e. K-8 Montessori
 - f. Elementary Title 1/LAP
 - g. Elementary School Counseling
 - h. Secondary School Counseling

- i. K-12 BI
 - j. K-12 DI
 - k. K-12 CIP
 - l. Pre-School
 - m. Elementary Resource
 - n. Secondary Resource
 - o. Occupational Therapists
 - p. Physical Therapists
 - q. School psychologists
 - r. Speech Language Pathologists
 - s. K-12 English Language Development (ELD)
 - t. K-12 Autism
 - u. K-12 Vision
 - v. K-12 Deaf Education
 - w. School Nurses
 - x. Multiple Tiered Systems of Support Specialists (MTSS)
 - y. Board Certified Behavior Analysts (BCBA)
4. Specialists: Elementary Music, Elementary Art, Elementary Fitness and Health, Elementary Content Specialists and Elementary Library Information Specialists, will be referred to as specialists throughout this contract.
 5. Transfer: Voluntary or involuntary movement of staff from one building/program to another.
 - a. Involuntary Transfer: Placement by the District in a similar position at another building or another program.
 - b. Voluntary Transfer: Movement from a position to a position at another building or another program initiated by the employee.

6. Vacancy: a job that is to be filled.
7. Seniority: Seniority status for purposes of transfer only is defined as:
 - a. District seniority
 - b. If ties remain, this order shall be followed:
 - i. State seniority
 - ii. Date of hire, identified as the contract start date on the position offer letter
 - iii. A number drawn lottery

B. Spring staffing at each site/program:

1. In the spring, the District shall determine for the fall, the number of staff and/or positions at each site or in each program. During this process, each principal and/or program manager will request all employees share their assignment preferences for the upcoming school year in writing.
2. Employees wishing to transfer to another building shall respond to the annual program email sent prior to annual staffing.
3. Vacancies may occur at other times throughout the year and may not be tied directly to the spring staffing process.

C. Sequence of Assignments and Transfers:

1. Building/Program reassignments to include placement of people who are on less than one-year leaves of absence.
2. Returns from leaves for one (1) year or greater
3. Involuntary Transfer
 - a. Placement of involuntary transfers identified through current staffing or District Reassignment
 - b. District Reassignment
 - c. Return of current year involuntary transfers back to previous site/program if the opening is available, provided the Fall involuntary transfer meeting is held prior to the start of the school year. No returns to previous sites will be made after the first day of school.

d. Placement of involuntary transfers within the last three (3) years

4. Employees with less than full FTE are offered greater FTE within a building/program
5. Posting of vacancies
6. Voluntary transfer
7. External candidate consideration

D. Special Needs Transfers:

1. Special needs transfers may occur at any time in this process but only when there is a vacancy. The District and the Association may agree to the special placement of a bargaining unit member for unique circumstances. Such placements will be agreed to by the employee. Such placements would bypass other transfer provisions.
2. Administrative special needs transfers who are placed back in the bargaining unit will be limited to two (2) per year. No certificated bargaining unit member will be impacted by a layoff in order to make room for an administrative placement.
3. Special education employees in DI, BI, CIP, ABLE, or special design classrooms have the option of requesting a special needs transfer to a vacant resource room position after five (5) years in their current assignment.
 - a. Request must be in by April 1st and no more than one (1) rotation per year.
 - b. In the event of multiple requests, the most-senior applicant will receive the position.

E. In-building/program reassignment procedure:

1. As vacancies occur, building administration and program managers shall keep staff informed as they become available.
2. Building or program staff, including staff who have been on less than a one (1) year leave of absence, will share assignment preferences, in writing, for the upcoming school year with the principal or program manager. Staff interested in openings which occur during the summer may leave a reassignment request with the principal or program manager prior to leaving for summer break.
 - a. Prior to the end of first semester, staff members sharing more than one building or program assignment may designate one school/program as

their “home school/program” for purposes of reassignment considerations.

3. Reassignment requests will be considered and acted upon by the principal/program manager prior to posting vacancies for the building provided the vacancy occurs prior to the end of July. The principal or program manager shall consider the following when making assignment/reassignment decisions:
 - a. Seniority
 - b. Recent experience in the assignment
 - c. Equity in number of subjects taught
 - d. Length of time in the building or program
 - e. Recent reassignment including staff previously reassigned to positions not requested by the employee
 - f. Recent transfers
 - g. Education, endorsements, and certifications
 - h. Skill set and training for the position
 - i. Team cohesion
4. Program Staff will receive a staffing input form in the Spring that allows them to share their individual interests.
5. The District will make every effort to provide reasonable notice of ELD staff placements for the upcoming school year. When making placements, employee site placement preference shall be considered.
6. Specialists will have the right to be considered for in-building assignments, provided they must select one (1) “home” school from the schools they are presently serving on a regularly scheduled basis. Employees shall indicate their “home” school selection and interest in being an in-building reassignment to their “home” school principal/program manager.
 - a. This selection must be submitted to Human Resources and submitted to the principal of the selected “home” school by April 15th.
 - b. Specialists will be eligible for reassignment to positions of equal or greater FTE if the position is supported within the District’s budget and does not restrict the District’s option of placing staff who are impacted by involuntary transfer or staff returning from leaves of absence.

7. Prior to placing the employees in the new assignment, the program manager or principal shall meet with the affected employee(s). Employees shall be provided the opportunity to provide input. The principal/program manager will consider and respond to the input given by the employee.
8. No reassignment decisions shall be retaliatory, arbitrary or capricious in nature.
9. Building reassignment procedures shall not be used to preclude the placement of employees who are on involuntary transfer status from prior years.
10. Reasonable effort will be made to not reassign an employee more than once in a two (2) year period. An employee can request to be reassigned more than once in a two (2) year period.
11. Employees who have been reassigned may request assistance from the District in the new assignment.
12. In the event that a teacher holding a pre-1987/unendorsed certificate is assigned to a position in a different content area for which they do not meet the criteria to be highly qualified, the district will pay the teacher up to five (5) days total of optional training in order to prepare for the new assignment(s). Pay will be at the certificated supplemental rate.
13. The District will make every effort to make building assignments for specialists close together.
14. Time to meet with colleagues in like assignments when an employee is reassigned or transferred to a new position could be accessed provided it is agreed to by both the District and employee. Options may include, but not be limited to:
 - a. Use of Collaboration time
 - b. Access to mentor/instructional coaching assistance
 - c. An appropriate amount of sub out time (release time)
 - d. Compensation for meeting outside the normal workday
 - e. Other options for providing needed support for employees could be utilized
15. Program reassignments to another work site will not occur unless the employee is in agreement with the prior approved waiver(s). If the employee identified as needing to move does not agree, the District may enact the involuntary transfer

procedure within this Agreement.

F. Returns from Leave of One (1) Year or Greater Procedure:

1. Employees returning from a leave of absence will be returned to the building to which they were assigned at the time the leave was granted and placed into a like position previously held. In the event such a position is not available at the building, the employee will be placed in a like position at another building. The employee's input will be sought before a placement is confirmed.
2. Agreement to take the leave of absence means the employee is willing to accept any approved contract waivers at the building where they are placed.

G. Involuntary Transfers:

1. The District shall determine the number of staff and/or positions that shall be reduced at each site or in each program.
2. If a building or program must reduce staff, the District shall ask for volunteers.
 - a. If two (2) or more people wish to volunteer, the most senior employee will be selected.
 - b. An employee will be eligible to volunteer to be the involuntary transfer provided their personnel file is absent of any disciplinary action and provided their most recent evaluation is absent of any performance deficiencies noted on the front summary page of the certificated evaluation.
 - c. The employee shall be considered involuntarily transferred.
 - d. Once an employee has volunteered for involuntary transfer, the employee is obligated to attend the involuntary transfer meeting and select an open position. The employee will then be considered an involuntary transfer for one (1) year and shall be invited to the involuntary transfer meeting in the subsequent year.
3. If no employee volunteers, the least senior employee who has not been involuntarily transferred the previous year must be the involuntary transfer.
4. Employees identified for involuntary transfer will be the least senior employee by the following categories:
 - a. Elementary general education teaching employees in the building including Library Information Specialist.
 - b. K-12 program assigned employees within a building by program.

- c. Secondary general education employees, including Library Information Specialist, by majority assignment.
 - i. Employees who have been involuntarily reassigned outside their prior majority assignment shall maintain seniority in both departments.
 - ii. Employees hired to a dual assignment shall build seniority in both departments.
- 5. The District will ensure that employees with limited certifications are not forced into District reassignment as a result of emergency certified employees.
- 6. If an employee voluntarily transfers into the position vacated by the SEA president, they agree to become an involuntary transfer in the event the SEA president returns to their position at the end of their term.
- 7. District Reassignment:
 - a. If at the end of the involuntary transfer process, but prior to the involuntary transfer meeting being held, there are employee(s) who do not have a position for which they are qualified, but there are open positions in the District, the following process shall apply. This process shall be utilized in order to avoid a general layoff and in instances of layoff due to employee lack of qualifications.
 - i. Occupied positions throughout the District for which the displaced employee is qualified and shall be identified.
 - ii. From these occupied positions, the District shall determine if the employee in this occupied position is qualified for the remaining open positions.
 - iii. The least senior qualified employee holding a current position shall be reassigned to an open position and the displaced employee shall take the newly open position. If moving the least senior employee would cause more than two (2) additional staffing moves, the District will then move an employee which would create the least additional staff changes.
 - iv. The District may potentially make multiple reassignments in order to place all employees into open positions.
 - v. Employees who are moved under this provision shall be considered an involuntary transfer for two (2) years as described in the involuntary transfer section.

8. To identify employees to be involuntarily transferred, employees will be ranked from most to least senior in each category noted above.
9. Identified involuntary transfers shall be invited to attend an involuntary transfer meeting.
10. Involuntary transfer meeting and placement of involuntary transfers.
 - a. Before school is out, the District shall hold an involuntary transfer meeting. A similar meeting may also take place in the Fall due to staffing changes caused by enrollment.
 - b. At the meeting, all known vacancies shall be listed and a District representative shall be present to describe the position.
 - c. Employees selected for involuntary transfer shall select, in seniority order, from available vacancies for which they are qualified.
 - d. Employees who need to be placed and who cannot attend the meeting shall contact Human Resources.
 - e. If there is no placement for an involuntary transfer due to qualification or certification limitations, the District reassignment process will be used to ensure all employees have placement.
 - f. Employees that hold a K-12 certificate must have a college major, minor, or degree in the area of the position under consideration, or must have taught in the subject area for a minimum of one (1) year.
 - i. In the event that a teacher holding a pre-1987 certificate is assigned to a position in a different content area for which they do not meet the criteria to be highly qualified, the District will pay the teacher up to five (5) days (total) of optional training in order to prepare for the new assignments. Pay will be at the certificated supplemental rate
 - g. In the event an employee is assigned outside his or her area of endorsement or certification as a result of involuntary transfer the District shall provide such employee necessary retraining, re-certification, and orientation to the new assignment, up to \$1,500 per employee, if requested.
11. Certificated employees currently employed as full-time shall be first assigned full-time positions consistent with their qualifications.
 - a. Employees shall not be obligated to accept any part-time employment.

- b. Employees may choose to accept part-time employment on a voluntary basis.
 - c. The District will attempt to maintain as many full-time positions as possible.
- 12. Certificated employees currently employed part-time shall be assigned part-time positions consistent with their qualifications.
- 13. If the involuntary transfer does not agree to accept any site contract waivers at any of the available positions, they may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.
- 14. Employees who have been involuntarily transferred to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years, will not be non-renewed for performance deficiencies primarily related to the subject matter, professional preparation, and scholarship for ESA staff and employees not on the new evaluation system, or Criterion 4: Providing Clear and Intentional Focus on Subject Matter Content and Curriculum on the new evaluation system during the first year of their involuntary transfer. Upon request, involuntarily transferred employees will be provided with the necessary help and assistance normally provided employees per the Certificated Staff Evaluation clause of this Agreement.
- 15. An employee cannot be involuntarily transferred two (2) consecutive times and/or two (2) consecutive years in a row.
- 16. Time to meet with colleagues in like assignments when an employee is reassigned or transferred to a new position could be accessed, provided it is agreed to by both the District and the employee. Options may include, but are not limited to:
 - a. Use of Collaboration Time
 - b. Access to mentor/instructional coaching assistance
 - c. An appropriate amount of sub out time (release time)
 - d. Compensation for meeting outside the normal workday
 - e. Other options for providing needed support for employees could be utilized

17. Involuntary Transfers from the last three (3) years and District Reassigned employees from the last two (2) years are placed:

- a. Employees involuntarily transferred in the prior three (3) years or District reassigned in the prior two (2) years shall be invited to the involuntary transfer meeting.
- b. After all current year involuntarily transferred employees have selected jobs from the list, these employees may select from the open positions in seniority order.
- c. Involuntary transfers and District reassigned employees who voluntarily select a position, and are placed in that position, will be removed from this transfer list for subsequent years.
- d. For each year in which a reduction in force occurs, employees who have been previously involuntarily transferred shall not lose a year which had been granted under this provision.

H. Replacement of current year involuntary transfers back to previous site.

1. If an opening becomes available within a building or program in which an employee was involuntarily transferred, the involuntarily transferred employee shall have the first right of refusal to the position. Returns to previous sites shall only be offered between Spring staffing and the first student day.
2. If there are two (2) or more employees who have been involuntarily transferred from a building or site, and more than one (1) wishes to return, the most senior employee shall be placed in the position.

I. Employees with less than full FTE are assigned to greater FTE:

1. After the previous steps have been completed, employees with continuing FTE who expressed a preference in writing to increase their FTE may be offered additional FTE in the building or program.

J. Voluntary Transfer Process:

1. District posts any remaining open positions on website for a minimum of five (5) working days:
 - a. Specific qualifications are listed, required, and preferred.
 - b. The Notice of Vacancies shall contain all information necessary for an employee to evaluate their interest in the position. For example:
 - i. Position location and supervisor

- ii. Description of responsibilities, qualifications, and terms and conditions of employment
 - iii. Identification of existing variances and approved contract waivers
 - iv. Application procedures and closing date for filling the vacancy
- c. The District will not use emergency certifications to prevent employees from attaining voluntary transfers.
- d. The vacancy will be posted for in-district and out-of-district candidates simultaneously. In-district candidates shall complete the in-district transfer process as detailed on each job posting. This information shall be given equal weight to the out-of-district application form. In-district candidates shall receive interviews prior to out-of-district candidates.
 - i. Principals and Interview teams shall not be given out-of-district application information until the completion of the in-district voluntary transfer interviews, and it is determined that no voluntary transfer candidates have been selected.
 - ii. From July 1st through July 31st, building selection teams can screen and interview both internal transfer and outside applicants at the same time. The District agrees to make a good faith effort to post positions as soon as possible after being notified of an opening. The District will not hold positions in order to avoid interviewing internal applicants. The two (2) most senior properly certified employees requesting transfer and who have completed a transfer request form at the time the position closed must be interviewed.
 - iii. Effective August 1st Voluntary Transfer applications for the subsequent school year will no longer be considered. The District will not hold positions in order to avoid interviewing internal applicants.
 - 1) The only employees who may participate in the voluntary transfer process after August 1st shall be employees holding partial FTE assignments and who would like to be considered for voluntary transfer for the sole purpose of adding FTE to their existing contract, while maintaining their currently assigned FTE position.
 - a) Such employees will be considered alongside external applicants, provided they complete the employment application during the posting period.

- 2) Employees who apply for Voluntary Transfer five (5) times are required to meet with a Human Resources representative to obtain information about why they are not being selected for position(s).
2. Interviews must include the two (2) most senior properly certified employees requesting transfer and who have completed a transfer request form at the time the position closed. These interviews shall take place prior to any out-of-district candidate interviews.
 - a. Seniority shall be determined as District seniority.
 - b. Should a tie in occur, this order shall be followed:
 - i. State seniority
 - ii. Date of hire, identified as the contract start date on the position offer letter
 - iii. A number drawn lottery
3. Employees who wish to transfer into a position posted as one-year only are eligible for transfer, provided that:
 - a. The employee is transferring to a position which is the same FTE to their original position.
 - b. The employee agrees to return to their original position at the completion of one year in the assignment.
 - c. The position the employee vacated for the year is not eligible for voluntary transfers.
4. Human Resources will contact all transfer candidates regarding the outcome of the transfer process prior to interviewing external candidates.
5. With District approval, employees who have served in the same building and in a full-time non-continuing contract for two (2) consecutive years, in a non-shortage area will be offered a continuing contract in a similar position in that building provided FTE is available and the employee meets the certification requirements.
 - a. The District will not be arbitrary, capricious, or retaliatory in approving or denying this provision.

- b. If no position is available in the building the employee will be guaranteed an interview, upon written request to Human Resources, as part of the eligibility pool hiring process.
- 6. Up to ten (10) positions per year may be filled by the District irrespective of hiring priorities and all transfer provisions. These positions are to enable the District to meet special program needs, hire people who can offer special and unique contributions and to fill areas of shortage. The District will notify the Association, in writing, when this provision is applied. The District may petition the Association for additional positions when sufficient vacancies are available.
- 7. Because the intent of the Washington State retire/rehire law was to address the shortage of applicants and because the District has an applicant pool available, the District will not participate in the Washington State retire/rehire law for contracted employment. Requests for variance to this provision from either the Association or the District will be taken to Labor Management, or their designees when the regular Labor Management team is not scheduled to meet.
- 8. An employee will be eligible for voluntary transfer in the following instances:
 - a. Provided their personnel file is absent of any disciplinary action and provided their most recent evaluation is an overall rating of two (2) in years one (1) to five (5).
 - b. Teachers beyond five (5) years' experience require an overall three (3) or four (4) on the new evaluation system as outlined in the MOU or an overall rating of satisfactory on the evaluation system as outlined in this CBA.

K. Administrative Transfers Procedure

- 1. Administrators being placed in openings within this bargaining unit will be offered positions for which they are qualified.
- 2. Administrative transfers are limited to no more than two (2) annually and cannot be used at times of layoff of Association represented personnel.
- 3. The Association will be notified, in writing, of any such transfers.

Section 19 – Moves Related to Involuntary Transfer, Reassignment and/or Classroom/Office Movement

- A. The District will provide necessary assistance to involuntarily transferred employees and employees who are involuntarily moved to a different classroom or building due to major facility modifications or new construction. These employees will receive moving

assistance and can choose to receive either seven (7) additional hours of pay outside their regular workday/week at the certificated supplemental rate, or comparable release time. Consideration for additional hours will be given on a case-by-case basis.

- B. Employees who are involuntarily required to move classrooms within a building or to another site two (2) or more consecutive years will be given a stipend for moving time. These employees will receive seven (7) hours of pay at the certificated supplemental rate for work outside their regular workday/week. For the third involuntary move or thereafter, these employees will be granted fourteen (14) hours of pay at the certificated supplemental rate for work outside their regular workday/week.
- C. Employees who are asked to move classrooms within a building or to another site within the program after August 15th for the coming school year will receive seven (7) hours of pay at the certificated supplemental rate of pay for moving.
- D. Custodial help will be available and needs to be scheduled by involved parties (e.g., teacher[s], custodian[s], administrator[s] at impacted building[s]). To ensure that all parties have a room to move to:
 - 1. Room(s) must be packed up within five (5) working days from the last day of school, or an agreed upon date if circumstances (e.g., layoff/recall, construction, etc.) make it necessary.
 - 2. Room(s) will be ready for move in by the end of the first week in August, or an agreed upon date if circumstances (e.g., layoff/recall, construction, etc.) make it necessary.

Section 20 – Certificated Staff Layoff Process

A. Definitions of Terms

- 1. “Layoff” as used herein refers to action by the Board reducing the number of employees within the bargaining unit employed by the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.
 - a. The District may choose to no longer offer a specific course, and assignment/transfer and layoff provisions apply.
 - i. Employees affected by course elimination, and lacking certification that would allow them to teach in another area may request the District for assistance in exploring the possibility of conditional certification for other positions.
 - ii. Employees who can’t get certification go into layoff status.

- iii. An employee laid off due to course elimination shall not preclude the District from hiring certificated personnel during the employment pool period.
 - iv. While there are qualified employees working for the District, the District will not emergency certify employees.
- 2. "Recall" as used herein refers to the process to return qualified staff to available positions after a layoff.
 - 3. "Employment Pool" as used herein refers to laid off employees who await recall.
 - 4. "Seniority" used in this section refers to state seniority.

B. General Sequence of Layoff and Recall

- 1. School Board determines need for reduced or modified Education Services
- 2. District Review of Staffing Requirements and projected enrollment
- 3. District declares reduced educational services could necessitate reduction in force.
- 4. District seeks retirements and leaves of absence
- 5. Notifying certificated staff identified for layoff
- 6. Conduct Recall as applicable

C. Detailed Sequence of Layoff and Recall

- 1. The School Board Determines the need for reduced or modified education services: If the School Board determines the need for reduced or modified education services, the District will provide the Association with a detailed economic report about such determination by April 15th.
- 2. District Review of Staffing Requirements and Projected Enrollment:
 - a. The District will notify the Association of the impact of a potential reduction in force.
 - b. The staff requirements and projected student enrollment for all schools in the District will be listed by building and shared with staff by the principal. A copy will be given to the Association.
- 3. The District will declare that reduced educational services could create a reduction in force.

4. The District will seek retirements and leaves of absence by May 15th in order to potentially minimize the necessity for the layoff of certificated employees.
5. Notifying Certificated Staff identified for Layoff: Prior to May 15th, or in accordance with the date specified by state law, the District will:
 - a. Determine the number of certificated employees to be laid off as a result of the District's reduced educational services.
 - b. Provide appropriate notification to certificated employees so affected in accordance with law and shall provide a list of said employees to the Association.
 - c. Determine the impact of leaves of absence on layoff and recall.
 - i. Leaves of absences shall not be honored/granted to employees identified for layoff.
 - ii. Employees on a leave of absence are not precluded from being laid off.

D. Layoff Procedure

1. Staff retained shall be the most senior as listed on the seniority list in descending order from highest to lowest seniority.
 - a. In no event shall personnel outside the bargaining unit be included on the seniority list nor will the Board add such personnel to the seniority list in the event of layoff.
 - b. No employee outside the bargaining unit shall be reassigned to a position within the bargaining unit in the event of a certificated layoff.
 - c. Tie Breaker: In the event there are two (2) or more qualified employees than available positions, the following criteria shall be used to determine which employee shall be retained:
 - i. In the event of more than one (1) individual employee having the same seniority ranking after applying the above provision, all employees so affected will be ranked in accordance with the total number of education credits beyond the BA degree submitted to the District as of September 30th of the current school year.
 - ii. In the event more than one (1) individual employee, having the same seniority ranking after applying the above provisions, the person with higher District seniority will be retained.

- iii. In the event of more than one individual employee having the same number of credits after applying the above provisions, all employees so affected shall participate in a number drawn lottery to determine position on the seniority list. The association and all employees so affected shall be notified, in writing, of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance. The results of the drawing noted above are final for the purposes of layoff and recall. In the event of another layoff, another drawing shall occur.
- 2. Individual employees not placed into a position will be notified of layoff in accordance with aforementioned provisions of this section and will be recalled as positions become available using the procedure outlined below.
 - a. The District shall use the assignment and transfer provisions to place remaining employees except that once employees have been identified for involuntary transfer, there shall be no involuntary transfer meeting.
 - i. The District shall use the District Reassignment process to place employees into positions for which they are qualified and for which there are no open positions.
 - ii. The District shall hold a placement preference meeting where involuntary transferred and those employees who have been displaced in the District reassignment process will receive a list of open positions and have an opportunity to meet with building administration who have open positions.
 - iii. At this meeting, employees shall complete a preference sheet listing the top five (5) positions for which they are qualified.
 - iv. Placement decisions made in accordance with this section are not subject to the grievance provisions in this contract.

E. Recall Procedure:

- 1. Employees shall remain in the employment pool for twenty-four (24) months from June 30th of the layoff year.
- 2. In the event that positions become available, the District shall first recall all certificated employees who have been placed in the employment pool before the District employs or assigns additional certificated personnel to fill certificated bargaining unit positions.

3. Employees on layoff shall first be recalled by seniority into positions for which they are qualified based on current active endorsements held.
 - a. If there is a tie in seniority, the process already described in this section shall be used to break the tie.
4. Employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that such employees shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position. Employees are not obligated to accept part time positions. The District will attempt to maintain as many full-time positions as possible.
5. Employees who were previously assigned to part-time positions shall be recalled to part-time positions. These employees may be recalled to positions of greater FTE only after laid off, qualified, certificated employees with greater seniority have declined such FTE.
 - a. If such laid off part time employees decline the FTE, then the additional FTE can be assigned to part-time certificated employees utilizing the provisions noted in the transfer and reassignment language of this agreement.
6. A certificated employee identified for layoff may be assigned to a one-year only leave replacement contract and such employee will be placed back into the employment pool at their seniority standing at the end of the school year. Also, the recall offer into a one-year only leave replacement contract shall have the option of declining the opportunity without jeopardizing their recall status for any continuing position.
7. The District shall give written notice of recall from layoff by phone and email. If these attempts are not successful, the District will send a registered or certified letter to said employee, at their last known address.
 - a. It shall be the responsibility of each employee to notify the District of any change in address.
 - b. The employee's address as it appears on the District's records shall be the one used in connection with layoffs, recall, or other notice to the employee.
8. Any employee so notified shall accept or reject the position within ten (10) business days from receipt of said notice.
9. If an employee rejects a position for which they are certified, and such position is offered consistent with the aforementioned provisions of this section, the employee shall be considered to have resigned from the employ of the District.

- a. The exception is for employees who are endorsed in Special Education who have never taught in the program for which they were offered in the recall. These employees may elect to reject the recall offer without jeopardizing their recall status for any future open positions. Such employees will be placed back in the employment pool at their seniority standing.

10. Substitute positions, open after teacher request, shall be offered to employees on recall, in seniority order, before any other person is offered such a position. Acceptance of substitute employment shall not jeopardize any rights or benefits provided herein.

F. Layoff Benefits

1. Individuals in the employment pool will have access to all provisions under COBRA.
2. All benefits to which an employee was entitled at the time of their layoff, including unused accumulated sick leave, will be restored to the employee upon their recall from the employment pool to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

Section 21 – Position Sharing

- A. Position sharing is a procedure whereby two (2) employees other than substitutes share a position. Employees desiring to share a position must submit such request to the superintendent, or designee, no later than May 1st of each school year. The District shall determine, by May 15th, whether or not to honor the request. It is the intent of the parties to conscientiously work towards solving problems of position sharing. Reasons for denial will be given upon request.
- B. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, and reporting responsibilities, early release days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which shall insure intra-team communication necessary to support the total program.
- C. If the position sharing dissolves because one (1) of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion either transfer the remaining employee or assign the remaining employee into the position on a full-time basis.

- D. The two (2) employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:
1. Only two (2) employees may share a position.
 2. Each employee will be issued a standard contract with a salary proportionately based on their salary schedule position for the amount of time to be shared (i.e., half-time = half salary).
 3. Each employee will receive their proportional fringe benefit amount.
 4. The employees may substitute for each other at the normal substitute pay rate, or by changing the work hour pattern with the principal/supervisor's approval.
 5. Seniority will accrue according to the length of the employee's contract (i.e., half-time = one-half year seniority).
 6. Employees will advance on the salary schedule the same as any other part-time employee.
 7. Employees may establish their work schedule with approval of their principal/supervisor.
 8. Requests to move back into a full-time job will be made under the Assignment and Transfer procedure contained in this Agreement.
 9. Employees wishing to continue sharing a position should so inform the District by May 1.

Section 22 – Emergency School Closures

- A. In the event that the District temporarily closes one (1) or more of the schools of the District for one (1) or more days of the contract year, the affected employees will be granted leave at no deduction in salary or benefits, provided that the students are not required to make up the day(s) and provided further that this provision shall not apply to a withholding of services by employees for any reason.

Section 23 – Employee Work Year

- A. Except for short-term substitutes, secondary counselors, and first-year certificated employees, the employee work year for all employees covered by this Agreement shall consist of no more than one hundred eighty (180) workdays and shall be commensurate with the current certificated contract work year.

- B. Secondary counselors shall work five (5) days before the first contracted day in order to facilitate the counselors' role in the scheduling and registration process prior to the start of school.
 - 1. Up to five (5) additional days, per counselor can be assigned by the principal consistent with the needs of the school. Consistent with these needs, opportunities for the additional days will be offered equitably across the department at each site and charged to the building budget.
 - 2. These days shall be scheduled in collaboration with the principal, shall be paid at the per diem rate, and shall be equitably assigned at the site.
- C. All elementary Library Information Specialists shall have a supplemental contract of the equivalent four (4) days at the per diem rate. This time shall be scheduled in the days before the beginning of the contract year unless a different schedule is mutually agreed upon in collaboration with the principal.
- D. All secondary Library Information Specialists shall have a supplemental contract equivalent to five (5) days at the per diem rate. This time shall be scheduled in the days before the beginning of the contract year unless a different schedule is mutually agreed upon in collaboration with the principal.
- E. New certificated employees shall work one (1) day before the first contracted day for the first year of employment for the purpose of new staff orientation. The use and scheduling of the additional day will be jointly planned and implemented by the District and the Association. New certificated employees shall be paid a stipend of \$150 for this New Certificated Staff Learning Day.
- F. The Head Start certificated employees work a modified day schedule in order to match the schedule of the Head Start Program. The two (2) vacation leave days earned each year will be directly related to their teaching schedule, i.e., they may elect to use those days to be gone from their teaching assignment for two (2) school days.
- G. Required Safety training shall be available by August 20th annually.
- H. Prior to the school year, there will be a non-student teacher workday which is part of the enrichment activities.
- I. There shall be two (2) district-directed professional learning days before school. These days shall be part of the district-directed enrichment activities. If an employee is unable to participate on these days, due to an unforeseen emergency or unique/once-in-a-lifetime circumstance, the employee shall work with the principal to find time to make up the day(s).
- J. For the 2022-23 school year and beyond Open House activities are embedded in the Launch Conference days. These activities shall take place within the allotted hours provided for Launch Conferences.

1. In order to support a successful transition into classrooms, all staff will create an overview artifact (i.e., 3–5-minute video, PowerPoint, syllabus, flipbook, flyer) including introduction of self, contact information, necessary classroom information, (e.g., grading, syllabus, and behavior expectations), and available student support options; following a District-provided template.
 2. For the 2022-23 school year, one (1) hour of PERT will be available for employees to create the overview artifact.
- K. Employees shall be allowed to leave their assigned duty site immediately after the students have cleared the building prior to the beginning of a scheduled holiday period, on Fridays, on the last student day of the school year, and on days they have been requested to return to school or another site to attend a scheduled evening meeting event (e.g., PTA, holiday programs, etc.).
1. Holiday periods and Last Student Day of the school year:
 - a. All certificated school employees shall be allowed to leave their assigned duty site immediately after the students have cleared the building.

Section 24 – Summer School

- A. District-Wide Programs: Summer school positions for District-wide programs which become available will be filled in the following manner:
1. Hiring for the summer school teaching positions shall be based first on summer school seniority among those employees who apply and are qualified for available positions.
 2. Second, hiring will be based on seniority among current certificated employees who apply and are qualified for available positions.
 3. A letter of interest will qualify as an employment file for current employees applying for in-District Summer School jobs.
- B. Building-Based Programs: Summer school positions for building-based and extended year programs which become available will be filled in the following manner:
1. Priority shall be given to building level staff during the selection process for building-based and extended year programs. Priority will be given in the following order:
 - a. First priority: In-building certificated employees by summer school seniority, with prior building-based or building level extended program

experience at the site for which they are being hired, and who serve in a similar position/grade level during the school year.

- b. Second priority: Other in-building certificated employees, by seniority, who serve in a similar position/grade level during the school year.
- c. Third priority: Other in-building certificated employees, by seniority, who do not serve in a similar position/grade level during the school year, but who are certified and qualified for the position.
- d. Fourth priority: Other employees from other buildings who have completed the summer school application form and who are certified and qualified

C. All summer school employees shall receive the following:

- 1. Instructional Materials: Each summer school teacher will have access to \$5 per week for the purchase of supplemental materials for direct instructional use in the classroom. Teachers will submit receipts for reimbursement.
- 2. Lesson Plans: Summer school teachers are responsible for ensuring that current lesson plans are available in the classroom. Lesson plans are to be available in an easily accessible location.
- 3. Emergency School Closure: The Association agrees that the District may alter the work year to meet emergency circumstances provided, however, that the total number of workdays for summer school will not exceed the total number of days originally scheduled for summer school.
- 4. Preparation Periods: Summer school teachers will receive five (5) minutes of preparation time for each hour of instructional time with students.
 - a. This preparation time will be outside the instructional time and the teacher will have the flexibility to determine when to use the allowed preparation time.
 - b. Employees will use professional discretion to determine how best to organize their planning time for the benefit of student learning.
 - c. The teacher may use the time to prepare lessons, perform program setup and closure activities, attend organizational meetings with principal or other activities to support their program.
- 5. Workload: The maximum number of students in any summer school class will be twenty-two (22). However, if the potential enrollment for a particular class exceeds the limit, the principal will work out a mutually agreeable solution with

the teacher. Solutions could include, accepting additional students, adding paraeducator support, creating another section of the class, etc.

6. Attendance: Summer school is an optional, supplemental program in which teachers are paid on an hourly basis. If it becomes necessary for an employee to be absent for any period of time, the total hours paid for working summer school will be adjusted accordingly.

D. Skill Center Summer School

1. The regular summer school programs shall consist of a minimum of seventy-five (75) contact hours.
2. Instructors who desire to teach summer school shall notify the Director by February 1st, using the appropriate form. Employees shall be notified if they are teaching summer school by the end of April for known course offerings. If other courses are offered, current qualified employees shall be offered the opportunity to teach first.
3. Instructors shall be selected by seniority if one (1) or more regular Skill Center employees are qualified to teach.
4. Shared teaching time of a program shall be permitted at the option of the regular Skill Center employees, provided that each instructor is qualified to teach the program being offered and the continuity of the approved program curriculum is not disrupted. Each instruction shall be responsible for one (1) program section.
5. Summer school instructors shall be provided six (6) hours of planning and preparation time prior to the start of summer school, for each summer school session taught and shall be paid at the per diem rate.
6. Summer school is an optional, supplemental program. Current Skills Center Teachers are paid at the per diem rate. If current Skills Center teachers choose not to apply for Summer school employment and an outside candidate is chosen, they will be paid at the summer school hourly rate on the supplemental pay schedule for certificated staff. If it becomes necessary for an employee to be absent for any period of time, the total hours paid for working summer school will be adjusted accordingly.
7. Final summer school budgets will be determined collaboratively between Skill Center administration, program teacher(s), and summer school staff.
8. The final class day of the regular program shall be scheduled as an early student dismissal day consisting of one-half ($\frac{1}{2}$) of the regular instructional time. The remainder of the workday shall be used by the instructor for post-instruction record-keeping.

9. Summer school instructors are responsible for ensuring that current lesson plans are available in the classroom. Lesson plans are to be available in an easily accessible location.
10. The Association agrees that the District may alter the work year to meet emergency circumstances provided, however, that the total number of workdays for summer school will not exceed the total number of days originally scheduled for summer school.
11. Class sizes will be determined by course offering and available workstations with a maximum of twenty-four (24) students. If the instructor believes the number of students exceeds the classroom capacity, the instructor and the director will meet to discuss possible support solutions. Solutions could include limiting the number of students, addition paraeducator support, creating another section of the class, etc.

Section 25 – Employee Workday

A. The regular workday for elementary employees shall be seven (7) hours.

B. Preschool

1. School Day

The regular workday shall be seven (7) hours, five (5) days a week.

2. Headstart/CAPE

The regular workday shall be seven and three-quarter ($7\frac{3}{4}$) hours, four (4) days per week, and four (4) hours on the fifth (5th) day. The schedule for the fifth (5th) day may be flexible in nature and will be mutually determined and agreed upon by the employee and supervisor.

3. AM/PM and CIP

The regular workday shall be seven and one-quarter ($7\frac{1}{4}$) hours four (4) days a week and six (6) hours on the fifth (5th) day. The schedule on the fifth (5th) day shall be flexible in nature and determined by the employee with notification to the supervisor.

C. The regular workday for secondary employees shall be seven (7) hours.

D. The regular workday for all daily certificated substitutes shall be six and one half ($6\frac{1}{2}$) hours, inclusive of twenty (20) minutes before the student's school day begins and ten

(10) minutes at the end of the student school day, plus a thirty (30) minute duty free lunch.

- E. Employees shall begin their workday, thirty (30) minutes before the student's school day begins and shall continue thirty (30) minutes after the student's school day ends, except on days that administratively called faculty meetings are held.
 - 1. The time before and after student arrival/departure will be used for preparation or conferences with parents/students.
 - 2. Employees teaching a zero (0) hour period shall be allowed to adjust the end of their workday by the amount of time it is lengthened at the beginning of the day.
- F. The workday for the Professional Learning Improvement Days (PLID) will be from 8:00 a.m. to 3:30 p.m. for all employees.
 - 1. Employees shall receive a thirty (30) minute duty-free lunch
 - 2. If employees are expected to start at one site and then transition to professional development sessions in another part of the District, appropriate travel time will be allowed.
- G. All other employees on the basic salary schedule will work the regular classroom teacher day for their assigned level.
- H. All employees shall have a thirty (30) minute duty-free lunch period exclusive of the normal workday. Similar to the lunch passing period at secondary, the elementary schedule shall have an additional five minutes built into the schedule to allow for students to transition to and from supervised locations.
- I. No employee will be required either to report earlier than 7:00 a.m. or to stay beyond 4:00 p.m. except when the following occurs:
 - 1. An employee voluntarily agrees to work prior to 7:00 a.m. or beyond 4:00 p.m., or
 - 2. The school day is modified by a waiver made through the school decision making, or
 - 3. A new-posted position establishes a workday to start earlier than 7:00 a.m. or end later than 4:00 p.m.
- J. No secondary employee will be required to teach more than five (5) instructional periods per day. Skill Center employees will teach six (6) instructional periods per day.
- K. Every reasonable effort shall be made so that secondary teachers will not have more than two (2) different classes for which to prepare in a semester.

- L. Principals will gather input from affected teachers when considering combining two (2) or more credited classes within a single class period. The District will make reasonable effort to limit the number of classes that are combined.
- M. Emergency Late Start: The safety of employees and students is paramount in any emergency. Employees shall not be required to arrive at their worksite until one (1) hour before student arrival.

Section 26 – Extra Duties

- A. As part of their regular workday, employees may be required to attend meetings and perform such other professional work as may be required by the superintendent or designee.
- B. Buildings will receive additional aid time in amounts ranging from forty-five (45) minutes to ninety (90) minutes per building per day to provide before and after school supervision of students. Actual amounts will be determined on a basis of school configuration and previously established staffing and enrollment levels. All attempts will be made to minimize before and after school supervision of students by certificated staff.
- C. Assignments to supervision of student activities such as convocations, hall duty, playground duty, recess, bus duty, etc. shall be equitably distributed among staff and a supervision schedule will be developed and communicated to all staff prior to the first day of each Semester. Any of these duties that occur outside of the student day shall not last longer than fifteen (15) minutes on either end of the student day. Staff and administrators shall mutually agree if an employee is assigned both before and after school duty on the same day.
- D. No employee will be expected to perform custodial duties previously performed by custodians.
- E. Pay for non-instructional duties beyond the workday, will be at the established hourly rate for District-level assignments not supported by individual contracts and this Agreement. See hourly rates of pay schedule in the salary section.

Section 27 – Staff Meetings

- A. At the option of the building administrator, the regular workday may be extended either at the beginning or at the end no more than twenty (20) minutes twice a month or thirty (30) minutes once a month for staff meetings.
- B. Staff meetings will not be held by the building administration unnecessarily. In cases of emergency, administrators may call additional staff meetings.

Section 28 – Monday Late Start Days

- A. Employees will report fifteen (15) minutes prior to their normally scheduled workday on Mondays.
- B. Students will start one (1) hour late each Monday at every grade level.
- C. This one (1) hour and fifteen (15) minutes of time will be used as follows: The focus of collaboration will alternate each week throughout the year based on the following rotation:
 - 1. The first session is principal directed aligned to the School Improvement Plan (SIP).
 - a. When the principal directed collaboration is not pertinent to individual program staff, the principal will communicate with their program staff and the program staff will instead attend program facilitated collaboration.
 - 2. The second session is employee determined collaboration activities focused on student outcomes.
 - a. The employee time must be performed with other education professionals on activities determined by the employee.
 - b. Work must be completed on District property.
 - 3. The third session is designated for grade level/department of program work planned in alignment with the District strategic plan and the building SIP.
 - a. Building/program leadership teams will determine how this time will be used.
 - b. Program staff may meet virtually to maximize collaboration time.
 - 4. The fourth session is employee determined collaboration activities focused on student outcomes.
 - a. The employee time must be performed with other education professionals on activities determined by the employee.
 - b. Work must be completed on District property.
 - 5. In the event there is no school on a Monday, the rotation continues on the following Monday.

- D. NEWTECH Skill Center employees shall not participate on Monday Late Start days. On Monday, NewTech Skill Center will follow their regular bell schedule and staff will continue to use their common preparation times to collaborate. The District will schedule busing for students from their home school to NEWTECH at the normal student start time.

Section 29 – Preparation Periods

- A. The Association and District recognize the need to provide for preparation periods during the student school day for all employees.
- B. The District will ensure that proper facilities will be available for preparation and planning.
- C. Preparation time shall be directed by the employee and free of student supervision.
- D. Part-time employees shall receive pro-rated preparation time.
- E. Preparation time shall be separate from travel time for staff who are assigned to more than one building.
- F. Elementary Preparation Time
 - 1. Such time will be assigned in a minimum of thirty (30) minute increments
 - 2. Elementary employees shall have a minimum of two hundred fifty-five (255) minutes a week of preparation time (with the exception of shortened work weeks/days due to holidays, other bargained times, or reasonable building need e.g., field trips, assemblies, emergency drills).
 - a. To allow for classes that are taught every other week, elementary teachers shall have at least five hundred ten (510) minutes of preparation time over a two (2) week period. Employees shall receive at least one hundred ninety-five (195) minutes of preparation time each week.
 - 3. During state testing windows and conference weeks, effort will be made to provide equity in preparation periods.
 - 4. Preparation time will be received at least three (3) days per week.
 - 5. Missed preparation periods due to shortened weeks or shortened school days are not required to be rescheduled.

6. An effort will be made each year to review the preparation period schedule to ensure equity from year to year (i.e., rotation of long preparations on Mondays and Fridays).

G. Fail-to-Fill/Itinerant Substitutes:

1. In order to address the issue of fail-to-fill, the District will hire twelve (12) itinerant non-continuing substitutes for the 2022-2023 school year and revisit with the Association for additional years.
 - a. Itinerant subs are full-time employees hired by the District and assigned by the District.
 - b. Of the pool of twelve (12) itinerant subs, two (2) will be identified as Special Education capable and given priority placement in Special Education classrooms.
 - c. Itinerant subs will be deployed by the District substitute office to fill in for day-to-day absences of certificated staff. Itinerant substitutes will not be used for long-term subbing.
 - d. Eight (8) itinerant substitutes will be prioritized at the elementary schools and two (2) at secondary schools.
 - e. Itinerant substitutes will be placed first, before using substitutes off the casual list.
 - f. The District will make every effort to hire a substitute who can work in the Dual Language program.

H. Elementary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the elementary level:

1. In the event there are not enough itinerant or casual substitutes to fill open positions, teachers who are subbed out for professional development are called back to the building if a grade-level position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than thirty (30) minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.
2. If openings still exist, employees may volunteer to give up their preparation period to cover another teacher's class, at which time they will be compensated at their per diem rate.
3. A list of volunteers that is rotated through will be created.

4. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employees covering a failed-to-fill position will be compensated at their per diem rate. The rotation list shall be published and discussed at the beginning of the year at a staff meeting. A copy will be provided to the Association no later than the first day of October.
 - a. When creating the rotation list, the principal/designee will make every effort to ensure there is more than one employee in each time slot.
 5. Schools, using their school decision making model, may determine a solution for fail-to-fill other than outlined in step above. If a teacher, to include co-teachers, is assigned students in order to cover a fail-to-fill positions. In a co-taught class, if one of the teachers is absent and there is no substitute for the day, then no coverage shall be required from the in-building fail-to-fill rotation.
 6. Specialist classes may not be cancelled for the purposes of providing coverage.
 7. Co-teachers may be pulled only during their prep period for the purpose of providing coverage for fail-to-fill positions. In a co-taught class, if one of the teachers is absent and there is no substitute for the day, then no coverage shall be required from the in-building fail-to-fill rotation.
 8. Through the School Decision Making a school may reorder these remedies.
 9. Certificated staff serving more than one site shall only be considered part of the fail-to-fill rotation at one of their assigned buildings.
 10. All certificated staff, including ESA staff, shall be included in the fail-to-fill rotation.
- I. Secondary Preparation Time
1. All secondary teachers will have a minimum of one (1) instructional period per day or an equivalent amount of time in the class schedule cycle determined at the site. There shall be a minimum of 255 minutes (with the exception of shortened work weeks/days due to holidays other bargained times) of preparation each week.
 2. This time shall be directed by the employee and free of student supervision.
 3. Teacher preparation periods shall be scheduled during the student day.
 4. During state testing windows and conference weeks, efforts will be made to provide equity in preparation periods.
 5. Secondary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the secondary level:

- a. In the event there are not enough itinerant or casual substitutes to fill unfilled positions, staff in the building will be offered the opportunity to volunteer to work during their prep time and would receive compensation for working during their preparation period. When employees agree to give up their preparation period to cover another teacher's class, they will be compensated at their per diem rate.
 - i. A list of volunteers that is rotated through shall be created.
 - b. Teachers who are subbed out for professional development are called back to the building if a position cannot be filled unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than thirty (30) minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.
 - c. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employee's covering a failed-to-fill position will be compensated at their per diem rate.
 - i. The rotation list shall be published and discussed at the beginning of the year at a staff meeting. A copy will be provided to the Association no later than the first day of October. Co-Teachers may be pulled during their prep period only for the purpose of providing coverage for fail-to-fill positions.
6. Certificated staff serving more than one site shall only be considered part of the fail-to-fill rotation at one of their assigned buildings.
7. All certificated staff including ESA staff members shall be included in the fail-to-fill rotation.
8. Skill Center will follow one of the following options:
- a. Should a fail-to-fill occur at the Skill Center, available itinerants will be used.
 - b. Should no itinerants be available, volunteers for fail-to-fill will be sought.
 - i. Employees may volunteer to take students from another class/department into their class.
 - ii. This may result in the fail-to-fill class being split between several teachers.

- c. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis. Every reasonable effort will be made to not assign an employee more than once a week to cover a fail-to-fill position.
 - i. The rotation list shall be published at the beginning of the year
 - ii. Employees who are assigned to cover a failed-to-fill position will be allowed to turn in up to one and one half (1 ½) hours per half (½) day of coverage using the exception hours form. This will be paid at per-diem rate of pay.
- d. Should the above remedy not work, the principal shall determine an alternative solution to provide coverage. If a teacher is assigned students in order to cover a fail-to-fill position, the teacher will be compensated with overload pay at per student/pro-rated, daily rate starting with the first student assigned to the classroom.

J. ESA and Certificated Employees not Assigned to Classrooms:

- 1. ESA and other employees not assigned to a regular classroom shall have preparation time. The scheduling of this time throughout the week may vary due to student or building needs.
- 2. Employees shall have a minimum of 255 minutes (with the exception of shortened work weeks/days due to holidays, other bargained times or reasonable building need e.g., field trips, assemblies, emergency drills) of preparation each week.
- 3. The District will work to ensure that distance and travel logistics are considered for ESA and other employees not assigned to a regular classroom. This time will not include their thirty (30) minute duty free lunch or planning time.

K. Employees assigned to more than one (1) school shall have the same preparation period as provided to other employees at either the secondary or elementary level. Travel time is not part of preparation time. Employees who voluntarily elect to travel to another site during their preparation time shall not receive an additional preparation period.

L. Full-time Skill Center employees shall receive a minimum of fifty (50) minutes of preparation time each day. Part-time employees shall receive pro-rated preparation time. The District acknowledges that this is less time than other secondary employees receive and will make every effort to increase prep time to sixty (60) minutes for all full-time employees. No preparation time shall be less than ten (10) minute increments.

M. Super Contracts

1. Employees may volunteer to teach a super contract.
2. A super contract is defined as teaching a class outside a full-time teacher's regular workday.
3. Employees teaching super contracts shall receive a pro-rated per diem pay.
4. An employee who volunteers for a super contract shall not be assigned for more than an additional 0.2 FTE.
5. Super contracts at the Skill Center shall not be issued for more than 0.5 FTE.
6. The District shall not offer super contracts in lieu of hiring full time employees.
7. Online super contracts are addressed under the online learning section.

Section 30 – General Education Workload

- A. Class Sizes: Established class size limits listed below are intended to be the maximum student teacher ratio. Based on the District's available budget and facility capacity, the District will staff below the established limits.

Grades	Student Numbers
School Day Preschool	Eighteen (18) students with one (1) teacher and one (1) paraeducator.
Grades K-3	25
Grades 4-5	28
Combination Academic Classes	
Grades K-3	24
Grades 3-4	24
Grades 4-5	27
Grades 6-12	30
Secondary PE	<ul style="list-style-type: none"> • 36, not to exceed 170 students a day • If more than five (5) special education students, the class size will be limited to 34

Multi-Tiered Systems of Support Specialist P-12	<ul style="list-style-type: none"> Staffing levels will be evaluated annually MTSS specialists will be assigned to no more than four (4) buildings
Elementary ELD	<ul style="list-style-type: none"> 47 as a District-wide average, not to exceed 50 per individual caseload Overload language applies after 47
Secondary ELD Classes	<ul style="list-style-type: none"> 17 as a District-wide average per class/period, not to exceed 20 Overload language applies after 17
Secondary CTE, including Skills Center	30
Secondary Music	<ul style="list-style-type: none"> Class sizes shall be an average of 40 students of total sections of music The teacher may elect to waive this caseload average limit

1. In unique circumstances, the principal shall have the ability to add one (1) student to the class to bring the class size up by one (1). Overload provisions apply.
2. Under exceptional circumstances and with teacher agreement in writing, maximum academic class size, including team-teaching situations shall be exceeded. For each additional student, the principal will confer with the teacher. If the teacher agrees to additional students, this shall also be in writing,
3. Supporting the Inclusion of Students with IEPs into General Education Settings
 - a. To ensure that classroom teachers can adequately support students with Individualized Education Plans which require additional one-on-one attention, the creation of specially designed instruction and ensuring behavior plans are followed with fidelity class sizes outlined in the chart above will be reduced by 0.5 for each student with an IEP as long as the student is expected to be in class for longer than forty-five (45) minutes.

- i. A student with only communication goals on their IEP would not be subject to this provision.
- b. When staffing schools and creating classrooms, space will be left for inclusion of each student in self-contained programs.
 - i. Any students receiving general education inclusion time will be included on the classroom teacher's roster.
- c. In the event that an additional general education student would not put a class into overload, then the addition of a student with an IEP cannot be denied placement.
 - i. Overload compensation and options still apply.
- d. After completion of fall staffing (first ten [10] days of school), if a currently enrolled student is thereafter identified as eligible and receiving special education, the student may not be transferred from the class or the school, based on overload as described in the chart above, including the 0.5 class size reduction. Adjustments may be made to other student schedules to balance class size while maintaining the goal of teacher continuity.
- e. Secondary exemptions and special provisions.
 - i. The teachers of the secondary subjects listed below will be informed prior to the placement of students with disabilities in excess of the maximum, and the administrator/designee will be available for discussion regarding the placement of such students. Class size will not be reduced 0.5 in these classes for students with IEPs but overload provisions apply. Consideration will be given to the number and needs of students placed into these classes.

- 1) Secondary Art
- 2) Senior High Music Lab
- 3) Middle School Music
- 4) Secondary PE
- 5) Senior High Health
- 6) Vocationally Funded/CTE Classes
- 7) Applied Art

4. If Preschool staff have questions or concerns about staffing levels, they can generate a staffing review by notifying, in writing, the early learning department Director assigned to their program/school.
 - a. The caseload review will occur within ten (10) school days of the request.
 - b. Results of the caseload review will be communicated, in writing, to the requesting staff member, the building principal, and SEA Representative.
5. Elementary class size provisions
 - a. Every consideration will be made to avoid combination classes. The District will provide additional support to combination teachers.
 - b. The District will provide professional learning opportunities to facilitate conversations between combination teachers, share best practices for both instruction and standards-based grading.
 - c. The District shall make every effort to equitably distribute the number and mix of students based on academic, social, and behavioral needs at each elementary grade level and for each combination classroom.
 - d. No class shall have more than 49% of students with IEPs and be considered a general education class.
6. Secondary class size provisions
 - a. The District shall make every effort to equitably distribute the number of students at each class section and as new students enroll in school.
 - b. The District shall make every effort to equitably distribute the number and mix of students based on academic, social, and behavioral needs in each class section.
 - c. Health classes, applied art, and music lab classes shall have the same number of students as other general education classes.
 - d. No class shall have more than 49% of students with IEPs and be considered a general education class.
 - e. Traditional large group instruction classes:
 - i. These classes are defined as secondary band, orchestra, choir/chorus

- ii. In secondary, these classes shall not exceed fifty (50) students without consent of the teacher.
- f. For secondary art classes, when practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course. Workload concerns may be discussed in District department meetings. An art teacher who has concerns about a special education student(s) may request a meeting with their principal in order to problem solve what resources might be helpful to meet the needs of the special education student(s).
- g. For senior high music lab classes, when practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course.
- h. The District recognizes the importance of music at the middle school level, and therefore, the workload will continue to be reviewed. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course. Workload concerns may be discussed in District department meetings.
- i. Secondary Library Information Specialists may discuss the closing date of libraries with the principal. Workload concerns may be discussed in District department meetings.
- j. Career and Technical Education “CTE” funded class size will be established in compliance with the current edition of the State Standards for CTE Programs. The “academic” class size will apply to those classes which are not addressed in the Standards. Students in excess of the Standards or “academic” size will only be assigned after discussion with the teacher. In those programs which traditionally exceed the “academic” class size, the District will take into consideration the number of work stations available when assigning students.
- k. The applied arts class size will be the same as the “academic” class size except for those classes which traditionally exceed the “academic” maximum, and in those subjects the number of workstations will be considered when assigning students. Students in excess of the maximum will only be assigned after discussion and examination of the alternatives with the teacher.

7. Specialist Provisions

- a. Elementary Specialists will be scheduled so that they have a minimum of 255 minutes of preparation time and teach an average of the equivalent of nine (9) thirty (30) minute classes per day. Class times in excess of thirty (30) minutes are permitted, as long as the minimum preparation time, as well as the passing times of five (5) minutes between classes is maintained.
- b. There will be a librarian in every school and will follow the specialist scheduling listed above. Elementary Library Information Specialists will have 0.1 FTE for collection management time and 0.1 technology management and integration (TIS). A librarian who does not have a full library instructional schedule will work with their building principal to support building initiatives including fail-to-fill, small group, and/or classroom support. The schedule will be made public.
- c. Specialists shall have three (3) to five (5) minutes of passing time between classes.
- d. Clustering grade levels in the specialist schedule will be one factor that is considered.
- e. Specialist class sizes will be the same as the grade level the general education class sizes listed in the chart. The only exception is for band, strings, and art in 6th grade on the south side during the 2022-23 school year.
- f. Music, art, science, and PE specialists shall have a minimum of thirty (30) minutes for travel, take down, and set-up time in instances of travel between buildings.
- g. Adequate travel time will be included in ELD teacher schedules.
- h. Specialists shall have access to time and resources for staff development particularly related to their assignment.
- i. Specialists who change buildings at the end of the first semester can choose to receive either seven (7) additional hours outside their regular workday/week at the certificated supplemental rate, or comparable release time outside of student contact time.
- j. Elementary Art Specialists who teach in three (3) or more schools per year will receive the equivalent of one (1) day of substitute compensation prior to the beginning of the school year for the purpose of preparing for programs in multiple schools.

8. At the Skills Center, teachers and building administration will confer before placing students added after the first ten (10) days of the start of the semester.
9. In grades Preschool-12, effort will be made to assure that classes involving special facilities or student stations (i.e., labs, shop classes, and state legal requirements in CTE) shall have no more students than facilities allow.
10. Apple and Montessori programs may have the option of electing to form multi-age classrooms in which regular class sizes shall apply. Any other buildings wishing to voluntarily create multi-age classrooms, shall have to go through the waiver process to exceed the class size outlined in this provision.
11. Class size may be exceeded in traditional large-group instruction, experimental classes, pilot projects, or differentiated staff pattern situations through the waiver process.

E. Overload Remedies

1. Elementary Teachers:

- a. After the first ten (10) days of school, should class size maximums exceed the above schedule, the Superintendent, or designee, in consultation with principals, affected teachers, and other administrators will implement one (1) or more of the following options:
 - i. Employ additional teachers
 - ii. Create combination classrooms
 - iii. Bus students to other schools
 - iv. Modify elementary school boundaries
 - v. Adjust student schedules or subject offerings
 - vi. Transfer staff
 - vii. Provide overload aide time
 - viii. Overload pay
- b. Teachers will receive aide time beginning with 0.5 FTE over the agreed upon class size limits. This provision does not apply to elementary specialists.
- c. Compensation is available for teachers beginning with 1.0 FTE over agreed upon class size limits. The compensation rate is \$200.00 per

month per 1.0 FTE over. This provision applies to elementary specialists and is pro-rated for the length of time the student is in the class.

- d. Aide time cannot be combined with compensation.
- e. Overload aide hours will remain constant in the class for five (5) school days after the service time is no longer required for student overload purposes.
- f. If the service time is again required during the five (5) day period because of a new student overload situation, the excess service time identified above will be assigned to satisfy the new overload situation.
- g. If an overload situation does not reoccur during the five (5) days, the overload aide time will be available for use as determined in the building during the five (5) days only. The principal will be responsible for making the final determination regarding the use of excess overload aide time after consulting with the faculty.

2. Secondary Teachers

- a. After the first ten (10) days of school, should class size maximums exceed the above schedule, the superintendent or designee, in consultation with principals, affected teachers, and other administrators will implement one (1) or more of the following options:
 - i. Employ additional teachers/add FTE
 - ii. Create combination classrooms
 - iii. Adjust student schedules or subject offerings
 - iv. Transfer staff
 - v. Overload pay
 - b. Teachers will receive compensation beginning with 1.0 FTE over the agreed upon class size limits. A class size number that ends in a 0.5 shall not round up to the next number.
 - c. The compensation rate is \$40.00 per student per period per month.
3. The calculation for overload compensation shall be based upon the hourly rate for overload aide time and shall be adjusted annually if the overload aide time increases.

- a. Overload payments will be in lump sums at the end of February and at the end of July and will reflect any period/months where overloads occurred.
- b. Student enrollment counts to determine overloads will be those official District counts taken and reported on the first student day of every month. The October 1st count will generate stipend pay for September; the November 1st count will generate stipend pay for October and so on through the year. The June 1st count will generate stipend pay for both May and June.

F. Other workload provisions

- 1. The District will strive to maintain class size in close proximity to the District average. The following options will not be used as a reason to not hire additional staff.
- 2. Secondary Library Information Specialists will be a building-wide support and resource for technology integration. They will promote the use of technologies to support student achievement in the classroom, including serving as a liaison between school and District technology initiatives acting as Tier II support for student devices. They will provide resources, professional development, and/or instructional support to all staff at their school site. In addition, they will act as site assessment specialists and will host HUBS/SV/ALE courses where the Library Information Specialist is not the teacher of record.
 - a. Library Information Specialists are certificated teachers whose primary role is to serve students.
 - b. All Secondary Libraries shall be staffed with one (1) full-time librarian and one eight (8) hour library clerk. The librarian's role will be made up of the responsibilities below.
 - c. Library Information Specialists will support their sites access to a HUB/SV/ALE classroom model, in which students can virtually attend classes that are not supported by a student and/or building schedule (i.e., World Language)
 - i. Grades will be the responsibility of the content teacher of record (HUB.)
 - ii. Attendance will be the responsibility of the Library Information Specialist.
 - iii. Library Information Specialists will work with building leadership to identify a prep, that may vary by semester in order to support the HUB/SV/ALE

- iv. No more than twenty-five (25) students may access the HUB per period per site
- v. When no HUB classroom is necessary, Library Information Specialists will work with building leadership to identify classrooms to support.
- vi. Library Information Specialists will be part of the fail-to-fill rotation.
- vii. Should a teacher schedule access to the library for their class(es) the teacher must be present.

d. Technology Support

- i. The five (5) supplemental contract days before school, the librarian will prepare computers and documentation for checkout in advisory.
 - ii. Once distributed, service for student computers will be addressed in the following manner.
 - 1) The classroom teacher will complete a brief trouble shoot checklist.
 - 2) In the event the issue is not resolved, the student takes the computer to the library for Tier II support from the librarian for the computer.
 - 3) In the even the computer must be sent to ITSC for support, the librarian takes the old computer, completes the appropriate repair ticket, and checks out a replacement computer.
 - iii. Each school will create a process for students to access the library for computer support that will provide time for librarians to have uninterrupted preparation time, duty free lunch, and time to start their HUB class.
 - iv. Secondary libraries will be closed the last week of school to support and facilitate the return of student computers.
3. Elementary Title/Lap Intervention teachers shall be assigned no more than eight (8) groups of students a day.
4. ELD teachers may, with the assistance of SEA, contact the principal and Director of ELD to address workload concerns.

- a. The District will do the following:
- i. Minimize the number of schools that an ELD teacher will travel to on a given school day. In areas of the city where there is low enrollment, attempts will be made to minimize travel time, distance, and/or number of staff affected with the schedules that require more than visiting two (2) school sites per day. The District will seek input of preferences from ELD staff members regarding those desiring to be placed in multiple buildings vs. those desiring to be placed in fewer buildings prior to making assignments.
 - ii. Minimize the number of content subjects that are taught in one (1) class period.
 - 1) Schools with lower enrollment will consider master schedules that minimize the number content subjects that a teacher would need to teach in a given class period (e.g., alternate content every other year.)
 - 2) If more than one content subject is taught, other solutions may be considered as well. Options could include the following:
 - a) Additional prep;
 - b) Limit language levels per class period;
 - c) Adding bilingual specialist;
 - d) Hiring additional certificated staff;
 - e) Mainstreaming students into general education classrooms.
 - iii. In order to prevent unneeded movement for staff, prior to reassigning FTE to another building to decrease overload or providing overload pay to any increases, the District will wait for one month to see if the ELD enrollment recovers/drops at the building that has experienced a decrease/increase in ELD numbers.
 - 1) This provision may be bypassed in the event an overload at a school becomes greater than ten (10).
 - iv. The ELD overload compensation rate is \$40.00 per student, per period, per month at the secondary level. The ELD overload

compensation rate is \$20.00 at the elementary level based on 25-30 minutes of pull out/push in services per student, per day, per month. If an elementary student is served more than 600 minutes per month, then the rate of \$40.00 shall apply.

- v. In the months of September, October, and November, the District will make reasonable efforts to ensure ELD class sizes do not exceed seventeen (17) students at the secondary level and forty-seven (47) students at the elementary level. Overloads will not be paid during these months for secondary overload for 18-20 students and elementary overload for 48-50 students.
- vi. Overload compensation applies for secondary classes exceeding seventeen (17) or elementary classes exceeding forty-seven (47) on December 1st each year.

- 5. All grant applications must follow the procedures established by Labor Management as indicated on the Grant Application form.
- 6. Paraeducator(s) will follow special education student(s) to the specialists' class if the paraeducator(s) is (are) assigned specifically and solely to the special education student(s) for that specific period of time for the purpose of supervision and direct assistance. In the event there is a dispute regarding the interpretation of this section, the principal will make the decision after consulting with the IEP team.

G. If the District determines there is a financial necessity to suspend workload provisions, prior to taking such action, the District will consult with Labor Management.

Section 31 – Special Education Workload

- A. Class sizes and Caseloads: Established class size limits listed below are intended to be the maximum student teacher ratio. Based on the District's available budget and facility capacity, the District will staff below the established limits.

Staffing levels for Specially Designed Programs and Special Education services organized by level (e.g., elementary, middle, and high) are outlined in the table below:

Special Education Preschool	Comprehensive Intervention Program	<ul style="list-style-type: none"> • Up to eight (8) students based on student needs • Two (2) Paraeducators at seven (7) hours each day, four (4) days a week for preschool.
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		<ul style="list-style-type: none"> • The District shall consider moderate and profound needs of the students in the class mix and student numbers in a class <ul style="list-style-type: none"> ○ Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.
	AM/PM-Inclusion Model	<ul style="list-style-type: none"> • Maximum of eighteen (18) students per session with maximum of six (6) students per session with IEPs on the teacher's caseload. There will be a maximum of 49% having IEPs. • Two (2) paraeducators as assigned for seven (7) hours, four (4) days a week. <ul style="list-style-type: none"> ○ Should on any given day the class size fall below ten (10) students per session, one (1) paraeducator may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.
	Headstart/CAPE	<ul style="list-style-type: none"> • In addition to the Headstart/CAPE students, there will be a maximum of six (6) students with IEPs in each session for a maximum of twenty-four (24) students. • In addition to the Headstart/CAPE provided staff, the District will provide one (1) paraeducator at seven and one-

		half (7.5) hours, four (4) days a week to support students with IEPs.
Elementary	Resource	<ul style="list-style-type: none"> Twenty-nine (29) students with IEPs receive seven (7) hours paraeducator time per day. <ul style="list-style-type: none"> 0.5 FTE = maximum of 14 students 1.0 FTE = maximum of 29 students
	Preschool School Day Resource Services Provider	<ul style="list-style-type: none"> A maximum of eighteen (18) students per session. There will be a maximum of 49% having IEPs. For the 2022-2023 school year only, if the school day classroom preschool teacher has the appropriate certification, they may choose to provide services as the case manager for academic, behavioral/social, and adaptive goals. Should a classroom teacher choose to serve as case manager, their caseload shall be no more than six (6) students and the teacher will receive 0.1 FTE. For the 2022-2023 school year only, itinerant resource room teachers with the special education early education endorsements will serve the school day preschool classrooms where the classroom teacher is not serving the students with IEPs. Starting with the 2023-2024 school year, the school day classroom preschool teacher will have the appropriate certification and will provide services as the case manager for no more than six (6) students with IEPs.
	Designed Instruction (DI) (Moderate to Severe Needs)	<ul style="list-style-type: none"> Primary classrooms of up to eight (8) students will be staffed with 1.0 FTE and two (2) seven (7) hours paraeducators. <ul style="list-style-type: none"> Should on any given day the class size fall below five (5)

		<p>students, one (1) paraeducator may be temporarily reallocated.</p> <ul style="list-style-type: none"> ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator. • Intermediate classrooms of up to ten (10) students will be staffed with 1.0 FTE and two (2) seven (7) hour paraeducators. <ul style="list-style-type: none"> ○ Should on any given day the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.
	<p>Self-Contained ABLE (Profound Needs)</p>	<ul style="list-style-type: none"> • Classrooms of up to eight (8) students will be staffed with 1.0 FTE and four (4) seven (7) hour paraeducators. <ul style="list-style-type: none"> ○ Should on any given day the class size fall below five (5) students, up to two (2) paraeducators may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.
	<p>Behavior Intervention</p>	<ul style="list-style-type: none"> • Primary classrooms of up to eight (8) students will be staffed with 1.0 FTE and two (2) seven (7) hour paraeducators.

		<ul style="list-style-type: none"> ○ Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator. • Intermediate classrooms of up to ten (10) students will be staffed with 1.0 FTE and two (2) seven (7) hours paraeducators. <ul style="list-style-type: none"> ○ Should on any given day the class size fall below five (5) students, one (1) paraeducator may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator. • Students with an IEP who access the BI classroom more than sixty (60) minutes a day will continue to be case managed by the BI teacher.
	<p>Comprehensive intervention Program (CIP)</p> <p>(Severe profound medical and cognitive needs)</p>	<ul style="list-style-type: none"> • Classrooms of up to eight (8) students will be staffed with 1.0 FTE and three (3) seven (7) hour paraeducators. • The only time a paraeducator may be temporarily reallocated from CIP is if the number of staff is greater than the number of students.
Secondary	Resource	<ul style="list-style-type: none"> • Thirty-two (32) students with IEPs receive seven (7) hours of paraeducator time per day. <ul style="list-style-type: none"> ○ 0.2 FTE = maximum of 6 students

		<ul style="list-style-type: none"> ○ 0.4 FTE = maximum of 12 students ○ 0.6 FTE = maximum of 18 students ○ 0.8 FTE = maximum of 24 students ○ 1.0 FTE = maximum of 32 students • No more than eighteen (18) students shall be assigned per self-contained resource class section • FTE Conversion Option: <ul style="list-style-type: none"> ○ A building's Resource department may elect to make an FTE conversion in order to lower caseload by a unanimous decision of the Certificated Resource teachers. ○ Two (2) seven (7) hour paraeducator FTE may be converted to 1.0 certificated resource teacher FTE. ○ When FTE is converted in this manner, case load will be impacted equitably amongst the members of the resource team. ○ Any remaining paraeducator support will be distributed equitably amongst the resource team. ○ Overload provisions apply at twenty-five (25) and above. ○ The election to convert FTE in this manner must be communicated in writing each year to building administration, Resource Program Coordinator, and SEA no later than April 1st of
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		<p>the school year preceding the conversion taking effect.</p> <ul style="list-style-type: none"> ○ The exception to this deadline is in the event there are ongoing unfilled paraeducator positions in a given building.
	<p>Designed Instruction (DI)</p> <p>Moderate to severe needs)</p>	<ul style="list-style-type: none"> • Classrooms of up to ten (10) students will be staffed with 1.0 FTE and two (2) seven (7) hour paraeducators. <ul style="list-style-type: none"> ○ Should on any given day, the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.
	<p>Self-Contained (ABLE)</p> <p>(Profound Needs)</p>	<ul style="list-style-type: none"> • Classrooms of up to eight (8) students will be staffed 1.0 FTE and four (4) seven (7) hour paraeducators. <ul style="list-style-type: none"> ○ Should on any given day the class size fall below five (5) students, up to two (2) paraeducators may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator.
	<p>Secondary Transition</p> <p>IMAGES, Project Search, STEP</p>	<ul style="list-style-type: none"> • IMAGES and Project Search classrooms of up to fifteen (15) will be staffed with 1.0 FTE and two (2) Transition Life Skills Job Coaches • IMAGES student work experience schedules will be staggered so that

		<p>classrooms have no more than ten (10) students at one time on a regular basis.</p> <ul style="list-style-type: none"> • STEP classrooms of up to ten (10) students enrolled will be staffed with 1.0 FTE and two (2) Transition Life Skills Job Coaches.
	Behavior Intervention (BI)	<ul style="list-style-type: none"> • Caseloads will consist of no more than twelve (12) students. • Classroom periods of up to ten (10) will be staffed with 1.0 FTE teacher and with one (1) seven (7) hour paraeducator and one (1) three and one half (3.5) hour paraeducator. <ul style="list-style-type: none"> ○ Should on any given day the class size fall below six (6) students, one (1) paraeducator may be temporarily reallocated. ○ To maintain the staffing level necessary to ensure the safety and education of students in the class, individualized student needs will be considered before temporarily reallocating the paraeducator. • Students with IEPs who access the BI classroom more than sixty (60) minutes a day will continue to be case managed by the BI teacher.
	<p>Comprehensive Intervention Program (CIP)</p> <p>(Severe profound medical and cognitive needs)</p>	<ul style="list-style-type: none"> • Classrooms of up to eight (8) will be staffed with 1.0 FTE and three (3) seven (7) hour paraeducators. <ul style="list-style-type: none"> ○ The only time a paraeducator may be temporarily reallocated from CIP is if the number of staff is greater than the number of students.
Pre-Kindergarten-12	Teachers of the Visually Impaired and Deaf Education	<ul style="list-style-type: none"> • The Teachers of the Visually Impaired and Deaf Education will work with special education administration during the 2022-2023 school year to develop an

		MOU analyzing and suggesting caseload.
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1. Students who access a Behavior Intervention Room will either have a current FBA and BIP in place or have started the process for an FBA (as defined as signed parental consent) prior to placement in the Behavior Intervention classroom.

B. Overload remedies for Special Education Classrooms

1. In the event a school has multiple teachers, case management must be even or discussed with the principal/coordinator before going into overload.
2. If the student caseload on the P223 count day of each month increases to greater than the IEP caseload limits above, the District will review the program and follow the overload remedies below:
 - a. For classrooms with up to four (4) students in overload on the monthly count day, the teacher will have one of the following options. On the initial overload situation, the teacher will elect either of these options and the selection will remain intact for the year unless the employee notifies the special education administrator assigned to their program/school with a change in election:
 - i. The District will hire a substitute to provide workload relief.
 - ii. The employee will be compensated \$200.00 for each overload student per month.
 - iii. In the event a substitute is not available to address the overload condition, the lead teacher will be compensated at \$200.00 for each overload student per month, pro-rated based on the number of school days a substitute was not provided in the month.
 - b. For classrooms with five (5) students in overload on the monthly count day, the District will establish a new classroom or provide corresponding additional FTE and redistribute the students.
 - i. Until the new teacher support is provided, the teacher will continue to be paid overload for each overload student per month.
 - ii. From the May P223 count day forward, if the classroom is five (5) students in overload, a new classrooms/FTE will not be established and the District will compensate the teacher at \$200.00 for each overload student per month.

- c. For AM/PM Inclusion Model Preschool: In the event a teacher may go into overload, a caseload review meeting will be held with the teacher, the Early Learning Department Director, the Principal, and an SEA Representative before going into overload. The following provisions shall be considered:
 - i. Total class enrollment, to include the percentage of students on IEPs.
 - ii. How many currently enrolled students are in evaluation or in the process of evaluation. These students will count toward the 49% of the total students on IEPs until the evaluation is completed to determine eligibility.
 - iii. Ensuring the safety and education of the students in the class.
 - iv. Results of the caseload review will be communicated in writing to the teacher, building principal, and SEA representative. If overload for the teacher's caseload occurs, the teacher shall receive overload pay.
 - 3. Overload payments will be in lump sums at the end of February and at the end of July and will reflect any period/months where overloads occurred.
 - 4. If staff have questions or concerns about caseload, they can generate a caseload review by notifying, in writing, the special education administrator assigned to their program/school.
 - a. The caseload review will occur within ten (10) school days of the request.
 - b. Results of the caseload review will be communicated in writing to the requesting staff member, building principal, and SEA Representative.
 - 5. There will be an oversight committee comprised of two (2) elementary and two (2) secondary special education teachers, one (1) ESA, one (1) elementary principal, one (1) secondary principal, one (1) SEA representative, and the special education director. The oversight committee will meet in October, January, and April or more often upon request of the employee(s) to review the special education caseload data trends and the implementation of any inclusion model.
- C. If the District determines there is a financial necessity to suspend workload provisions, prior to taking such action, the District will consult with Labor Management.

Section 32 – ESA Workload

A. ESA certificated staff include, but are not limited to: school counselors, nurses, school psychologists, speech language pathologists (SLP), occupational therapists (OT), physical therapists (PT), BCBAs, and audiologists.

B. Case loads

School Counselors	<ul style="list-style-type: none">• At least one (1.0) FTE per elementary. Consideration will be given to adding beyond one (1.0) FTE staffing based on student and building needs• At least two (2.0) FTE per middle school. Consideration will be given to adding beyond two (2.0) FTE staffing based on student and building needs.• At least five (5.0) FTE per high school. Consideration will be given to adding beyond five (5.0) FTE staffing based on student and building needs.• There shall be an annual list provided to all counselors at each level of their job duties and responsibilities.
School Psychologists	<ul style="list-style-type: none">• District-wide average staffing: 1.0 FTE per 1,000 students.• The District-wide staffing average will be calculated by dividing the total District enrollment by the total school psychologist allocation, excluding psychologists assigned to complete preschool assessments.• If any individual psychologist's caseload is above thirteen (13) evaluations generated a month, overload provisions shall apply.• Employees with a 1.2 FTE contract shall be in overload if their caseload is at or above seventeen (17) evaluations generated a month
Speech Language Pathologists	<ul style="list-style-type: none">• District-wide average caseload: 1.0 FTE per forty-eight (48) students with IEPs.• The District-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs by the total number of SLPs. This is excluding SLPs assigned to complete assessments and Assistive Technology.

	<ul style="list-style-type: none"> • If any individual SLP caseload exceeds forty-eight (48) students, overload provisions shall apply. • 0.2 FTE will be allocated to Assistive Technology.
School Nurses	<ul style="list-style-type: none"> • Appropriate staffing levels for nursing services will be based on student and building needs. • Consideration will be given to staffing for buildings with students qualified as medically fragile.
Occupational Therapists	<p>District-wide average caseload: 1.0 FTE = forty (40) students with IEPs and 504 plans.</p> <ul style="list-style-type: none"> • The District-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs and the percentage of the annual average number of 504 Plans served by the OTs by the total number of OTs. This is excluding the 0.2 FTE assigned to Assistive Technology. • The percent of the annual average of 504 Plans served by OTs will be recalculated annually to account for changes that may affect staffing. • 0.2 FTE will be allocated for Assistive Technology.
Physical Therapists	<ul style="list-style-type: none"> • District-wide average caseload: 1.0 FTE per thirty-eight (38) students with IEPs or 504 Plans. • The District will maintain one (1) FTE Physical Therapy Assistant and three (3), seven (7) hour paraeducators. • The District-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs and the percentage of the annual average number of 504 Plans served by the PTs by the total number of PTs.
Audiologists	<ul style="list-style-type: none"> • One (1) Audiologist for every sixty (60) students with IEPs and 504 plans that are being served by Audiology services. • The Audiology program will have at least one (1) assistive technology support specialist and at least one (1) Assistive Technology Tech assigned to support assistive technology.

	<ul style="list-style-type: none"> • Audiologists will start three (3) days early to set up student equipment, paid on exception hours at their per diem rate.
BCBA	<ul style="list-style-type: none"> • No more than ten (10) comprehensive student support cases at one (1) time. • No more than four (4) open FBAs at one time.

C. SLPs, School Psychologists, School Nurses, OTs, and PTs will have input into assignment and distribution for the school year. Adjustments will be made within ten (10) days to assignments based on the October 1st count each year. Additional adjustments may occur periodically during the school year as needed. Decisions will not be made in an arbitrary, capricious, or retaliatory manner. Assignments will be made based on equitable site distribution. When determining equitable site distribution, the District shall base decisions on the following factors:

1. Evaluation data
2. Student mobility rates
3. Number of special education students in the building(s)
4. Number and type of special programs contained in the building(s)
5. Student enrollment in the building(s)
6. Poverty rate in the building(s)
7. Number of preschool referrals
8. Number and type of medical needs (for nursing staff)

When making assignments, the District will make every reasonable effort to minimize the number of sites served by an individual employee and will consider the distance between buildings. The District will explore all reasonable alternatives before assigning a school psychologist to more than one secondary school. Every reasonable effort will be made to provide school psychologists with their individual assignments prior to the end of the school year.

D. Overload Remedies for School Psychologists, SLPs, OTs, PTs, and School Nurses:

1. Caseload will be monitored on a monthly basis, no later than the tenth (10th) of each month, and no later than ten (10) days following the start of the school year.

Caseload information is required and is to be submitted to the compliance secretary.

2. Should it be determined that an individual is overloaded, the District shall take one (1) of the following actions which shall be temporary only for the duration of the overload:
 - a. Hire temporary substitute help
 - b. Hire additional School Psychologists, SLPs, OTs, PTs, and School Nurses, including increasing part-time employee FTE
 - c. Redistribute caseload support to other School Psychologists, SLPs, OTs, PTs, and School Nurses.
 - d. Reassign existing and appropriately endorsed staff
 - e. Hire Certified Occupational Therapist Assistants
 - f. Hire Certified Physical Therapy Assistants
 - g. Hire Certified Speech Language Pathology Assistants
 - h. Provide overload pay at the following rates, if other remedies above are not practical solutions
 - i. School psychologists: Each evaluation above thirteen (13) shall be considered overload and will be paid at the per diem rate x six (6) hours.
 - ii. SLPs: Each overload student (those in excess of forty-eight (48)) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40.00) per month, paid directly to the SLP.
 - iii. OTs: Each overload student (those in excess of forty (40)) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40.00) per month, paid directly to the OT.
 - iv. PTs: Each overload student (those in excess of thirty-eight (38)) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40.00) per month, paid directly to the PT.
 - v. Audiologists: Each overload student (those in excess of the sixty (60)) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40.00) per month, paid directly to the Audiologist.

- vi. BCBA's: Each overload student (those in excess of ten (10)) comprehensive student support shall generate an additional forty dollars (\$40.00) per month, paid directly to the BCBA.
 - i. Overload remedies shall not be used as reason to not hire additional staff.
 - j. Other options if jointly agreed to by the District and by the Association/employee.
- 3. A minimum of 3.0 FTE SLP will be dedicated to conducting assessments consistent with program needs. These employees shall not be included in the employee staffing ratio as they are dedicated to conducting assessments and do not serve students with IEPs. The District will consult with the Association if this minimum staffing level needs to be revised. If the District has declared a financial emergency, this minimum level will be 1.0 FTE.
- 4. The District will maintain two (2) FTE itinerant SLPs. These employees shall not be included in the employee staffing ratio.
- 5. There shall be a minimum of two (2) FTE school psychologists assigned to preschool assessments.
 - a. The District will include appropriate workspace to complete these assessments.
 - b. The District will provide furniture and equipment to complete assessments.
 - c. Staff need workspace which includes table/desk, access to a copier, printer, phone, and locking cabinets.
- 6. School Psychologists may accept up to a 1.2 FTE when the District cannot hire enough employees to fill open positions.
- 7. A lead school psychologist, SLP, OT, and PT will be assigned to coordinate professional development, including information related to matters of compliance, schedule collaboration, and handle purchasing. The selection of these leads will follow the same process and CBA provisions as Section 41: High School Department Leader. Compensation will be on the same pay scale as Article VI – Salary and Benefits, Section 7, Department Leader Stipend.
- 8. Only School Psychologists shall give and evaluate Child Find Initial Evaluations for pre-academic, behavior/social, and adaptive portions of the assessment.

9. Building principals will ensure there is workspace for mandatory services and will get priority space over outside or parent groups. Each school will ensure that there is space for ESA staff to store work-related materials.
10. If an individual school psychologist, SLP, OT, School Nurse, or PT has questions or concerns about their caseload, they can generate a caseload review by notifying, in writing, the appropriate special education administrator, building principal if applicable, and an SEA Representative.
 - a. The caseload review will occur within ten (10) school days of the request.
 - b. Following the review, overload remedies will be consistent with the provisions above.
 - c. If the review finds that the caseload is within the bargained caseload parameters, the District may review case management practices to assist the program in being efficient and effective.
 - d. The results of the caseload review will be communicated in writing to the requesting staff member and the building principal within twenty (20) school days. In the event there is not a resolution within twenty (20) days, the review will be brought forward to Labor Management.

E. School Nurses

1. School nurses may, in consultation with, and approval of, the coordinator of Health Services, determine the need for contracted licensed care for students with medication and/or treatment needs which require licensed intervention during the school day or the school week.

F. BCBAs workload

1. BCBAs will only be asked to work with students within their scope of practice.
2. In the event the District needs BCBAs to expand their course of practice, the District will provide professional development.
3. The BCBA work hours will be a continuous seven (7) hours day that fits within the work hours of 7:30 a.m. – 4:00 p.m.
4. In the event the District hires RBTs to be supervised by the BCBAs, the parties will reconvene to discuss working conditions.

G. Special Education ESA staff may request a substitute due to illness or approved leave.

1. If a substitute is not available on the day(s) of absence, an equal number of substitute days will be provided for the substitute to assist in completion of unfinished work. The substitute days must be provided within twenty (20) school days of the absence.
 2. In the event the District has made a good faith effort to provide the requested substitute, and if no substitute is available within twenty (20) days of the absence, the District will not be obligated to provide a substitute.
- H. If the District determines that there is a financial necessity to suspend the workload provisions, prior to taking such action the District will consult with the Association in a Labor Management meeting.

Section 33 – Skill Center Employees

- A. The following section shall apply to Skill Center employees only. All other provisions of this Agreement shall apply to Skill Center employees unless otherwise specifically excluded from the provision.
- B. Full-time Skill Center employees shall receive a minimum of fifty (50) minutes of preparation time each day. Part-time employees shall receive pro-rated preparation time. The District acknowledges that this is less time than what other secondary employees receive and will make every effort to increase prep time to sixty (60) minutes for all full-time employees. No preparation time shall be less than ten (10) minute increments.
- C. The District will promote the Skill Center as an extension of the programs offered at all consortium high schools and as a valuable opportunity for all levels of students. The District shall provide resources, including, but not limited to, secretarial support, administrative support, release time and substitute support, to ensure the promotion of the Skill Center. The following things shall be done to promote the Skill Center:
 1. Current individual Skill Center program descriptions with computer registration codes shall be part of each high school registration packet.
 2. Program descriptions shall be provided, along with a formal request to consortium school districts, to place in their registration materials.
 3. Skill Center information shall be included in District public relations feature communications.
 4. Promotional materials shall be maintained and updated by the Skill Center. The District will allow easy access for these materials to be shared with secondary schools.

5. Annually, the District shall provide all secondary counselors with opportunities to get to know the programs offered at the Skill center. These opportunities may include, but are not limited to, tours, open houses, meetings held at the Skill Center, brochures, etc.
 6. The District shall arrange for, and transport, interested students to the Skill Center for a planned career exploration visit each year.
 7. On a regular basis, Skill Center administration shall arrange and support presentations in District and consortium high schools and middle schools to promote the Skill Center programs.
- D. The Skill Center shall have three (3) department leaders, based on initial or continuing teacher certification, to head the following departments: Health Sciences, Skilled Trades, and Professional Services. The language under High School Department Leads shall be followed, with the exception of the budgetary oversight.
- E. Advisory Meetings
1. The first two (2) of these meetings shall be part of the base contract. One (1) additional meeting is required by the Director, and the time shall be paid at the per diem rate. The first advisory meeting must be held by November 1st, the second by March 1st, and the third by June 1st.
 2. Administration has shared a responsibility in creating and maintaining a robust advisory committee program. As needed, administration and the teacher will meet to determine what support may be provided for the program advisory. Support could include scheduling advisory committee meetings, compiling and distributing agendas, notifying committee members, typing and distributing notes, finding committee members, attending advisory meetings, etc.
- F. NEWTech Skills Center employees will not participate in Monday collaboration. The use of the Monday Collaboration Time, Launch Conference Time, and Secondary Transition Time as outlined in the District Professional Development enrichment section (Article VI, Section 12) shall be:
1. Teachers shall participate in two (2) evening events per contract year. Three (3) hours for the first semester career night and three (3) hours for the second semester orientation night.
 2. Three (3) hours of time outside of the workday for launch conferences
 3. All other hours shall be used for department collaboration.
- G. IEPs and additional academic support is provided by Skill Center SPED Coordinator and/or paraeducators as determined by the needs of the students.

H. Online Credit Retrieval

1. APEX teacher's case load will be commensurate with comprehensive High School class size, i.e., 125-150 students per 1.0 FTE.
2. APEX teachers at the Skill Center shall not receive the twenty-one (21) hours supplemental enrichment stipend (per J(1) below).
3. APEX teachers at the Skill Center will collaborate with one of the departments when department collaboration occurs.
4. All other provisions apply.

I. Fees

1. Employees shall have access to program income collected from students for book or equipment fines or supplies.
2. Such funds shall be for replacement or repair of said books, equipment or supplies, and will not be reflected in the regular program budget.

J. Skill Center Enrichment

1. Skill Center teachers shall have a supplemental contract equivalent to three (3) days at the per diem rate.
2. This time shall be used for setting up and closing down classroom facilities, advisory responsibilities, work-based learning, and visiting consortium schools and industry to market the Skill Center. This time may also be used to provide and supervise extended leadership opportunities for students.

K. New Skill Center employees will be given CTE certification information as part of the Skill Center orientation.

L. The three department leaders and one (1) classified staff will hold a seat on the Director Advisory Council. The representative shall be compensated for their time outside of the school day for attendance.

M. Skill Center Administrative Council meetings are held quarterly. Skill Center certificated teachers will be afforded the opportunity to send a representative to the meeting of the Skill Center Administrative Council. This representative shall be released from duties to attend such meetings. The representative shall be excluded from sessions during the period of time where the topic of discussion is confidential in nature.

1. Any capital projects that will result in changes to Skill Center shall be reviewed by the Skill Center Administrative Council during the planning.

2. In the event that the capital project will impact a specific classroom, teachers that use that classroom, as well as the program advisory council member, will be included in the planning of that project.

N. Skill Center Program of Work:

1. Per OSPI, each instructor, along with the advisory committee shall develop a Program of Work to include program evaluation, annual goals and plans, and a review of the key performance indicators (certification, program completion data, non-traditional enrollment, skills gap analysis, and recommendation to continue the program if indicated.)
2. Areas to be studied during the Program Evaluation include:
 - a. Educator Licensing
 - b. Curriculum, Instruction, & Evaluation (assessment)
 - c. Student Access to Program
 - d. Safety Practices
 - e. Long-Range Planning (5 year written plan)
 - f. Leadership (Student opportunities)
 - g. Advisory Committee
 - h. Employability, Certification, and Work-Site Learning
 - i. Facilities
 - j. Instructional Materials
 - k. Income Generated
 - l. Academic Integration
 - m. Professional Association & Development (Teacher)
 - n. Program Demand
3. Through feedback from stakeholders such as advisory committees, students and employers, teachers and administration will implement a plan to revitalize or update programs.

- a. If after this process, programs are determined to no longer be viable, the District may make the decision to dissolve the program. In the event that the program is dissolved then the teacher may use current endorsements and certifications and shall be placed using applicable provisions in the assignment transfer process or apply for a conditional certification. If conditional certification is obtained, the District will make every effort to place this teacher according to their qualifications through the Assignment and Transfer and/or Layoff/Recall provisions.
- b. Employees who have been involuntarily transferred to other programs or buildings due to a decrease of student numbers will be offered first right of refusal during the three (3) subsequent years if the student numbers increase and their position becomes available again.
- c. The Director, in conjunction with the District, will consider options to alleviate overcrowding when the student count in any class reaches thirty-two (32).

O. Definitions

- 1. Human Resources validates or approves credits for salary enhancement as specified by OSPI approved credit providers, and serves as a committee to the provider, as specified by OSPI. Credit and training that is accepted by OSPI to keep a valid teaching certificate or the state licensure that applies to the position with the District, shall also count toward salary advancement.
- 2. Occupational Classroom or Conference Training Sessions – One quarter credit hour shall be granted for each ten (10) clock hours of approved vocational training.
- 3. Occupational Credit – One quarter credit hour shall be granted for each one hundred (100) hours of occupational experience in the certificated discipline evidenced by a signed statement of hours worked, or a new employee's statement of experience from employers and/or verification of employment will suffice for the credit grant.
- 4. College Training – approved college quarter credit hours will be honored on an hour for hour basis.
- 5. Management Experience – 2,000 hours of supervisory and/or gainful self-employment experience shall be equal to one (1) year experience credit. For initial placement, increments of greater than 0.5 years' experience credit will be rounded to the nearest whole year. All years of management experience will count for initial placement.

6. All items in this article shall be in accordance with the appropriate WACs.

P. Salary Placement Schedule

1. The initial placement and the subsequent advancement of employees on the salary schedule shall be in accordance with the appropriate WACs. As revisions or replacement of the WACs occur, the terms and conditions of salary schedule placement and advancement for the Skills Center shall also be changed. The effective dates for such changes will also be in accordance with the effective date for the revised or replacement codes.
2. Initial Placement Non-Related Degree – V Type Certificated Staff
 - a. Determine the date on which the employee fulfills minimum vocational certification requirements. To qualify, the employee must have met the minimum occupational experience requirement as defined in WAC Chapter 181-77.
3. For Business and Industry Route placed staff, initial column placement shall be made using the following guidelines. Such guidelines shall be adhered to in numerical order.
 - a. Calculate hours of occupational experience in the vocation the instructor will teach. First 6,000 hours adequately documented chronological hours = 3 years (2,000 hours max per calendar year) is required to get their certification. If more hours than necessary to get certification are documented the additional hours may count towards increased step placement on the salary schedule. All supervisory experience beyond the initial 6,000 hours may count towards placement on the schedule as additional years.
 - b. Employees who have been placed in the MA column to recognize occupational experience and college credit shall be held harmless.
 - c. Management and/or self-employment experience will cause the employee to be placed on a step equal to the number of verified years in these positions.
 - d. Teaching experience will be credited year for year and will cause the employee to be placed on a step equal to the number of years, plus any steps granted by virtue of the previous paragraphs.
4. New Skill Center employees will be given information about the law dealing with salary placement at the time of their hire.

Q. Advancement on the Salary Schedule

1. Advancement in column placement requires the additional credits indicated on the schedule. Credits may be earned as follows:
 - a. College credits: Granted on a credit per credit basis if approved by Human Resources following OSPI guidelines.
 - b. Professional credits: Refers to classroom or technical training granted on a one (1) credit per ten (10) clock hours of class time, approved by Human Resources following OSPI guidelines.
 - c. Occupational experience credits: In keeping with OSPI requirements for continuing occupational experience for vocational instructors, credit will be granted for work experience. Credit will be granted on one (1) credit per one hundred (100) work hours.
2. Once initially placed, in order to advance on the salary schedule, employees are responsible for providing documentation of completed clock hours or credits. For salary placement, the District shall apply all clock hours and credits submitted by the employee by the last working day of September each school year.
3. Advancement in step requires that the instructor complete one (1) years' experience in classroom instruction.

Section 34 – Dual Language

- A. Training: Employees in the Dual Language program shall be provided specific training in Dual Language instruction.
 1. Employees new to the Dual Language program will be offered three (3) days of training in the summer prior to the start of school. Training time will be paid at the certificated supplemental rate.
 2. The District shall provide training on PLID days that is specific to Dual Language instruction and biliteracy.
- B. Support for Kindergarten for the first week will be provided similar to other non-option elementary schools, to the greatest extent possible.
- C. Materials and Curriculum:
 1. The District shall provide all curricula materials necessary to implement the program.
 2. The District will provide curriculum materials appropriate for the Dual Language Classroom.

D. Substitute Teachers

1. The District will actively recruit Spanish-speaking substitute teachers and provide the list to teachers in the Dual Language Program.
2. The unavailability of a Spanish-speaking substitute shall not prevent a teacher in the program from accessing approved leave.

E. Interpreters

1. Teachers in the Dual Language program shall not be expected to assume the role of interpreters for other conferences or communication in the school.

Section 35 – Online Learning (Spokane Virtual)

A. Except as noted in this section, all other provisions of the Agreement apply to employees with Spokane Virtual online class assignments.

B. Online class positions shall be filled by District employees only.

1. For exceptional circumstances, the District may enter into a multi-district consortium for online learning.
2. If the District enters into a multi-district consortium for online learning, the Association shall be notified and the District shall make every effort to have a current District employee teach the class.

C. No employee can be assigned more than 0.2 FTE in the super contract in SV.

D. Synchronous and Asynchronous

1. The District offers both Synchronous and Asynchronous virtual learning.
2. Employees will work from a District space and shall have an enclosed, private workspace to ensure confidentiality for students and to ensure a quality learning and working environment to the greatest extent possible and where it matches the role of the employee.
3. Teachers will work with their administrator to address technology needs to address impacts of aging technology on instructional demands. Priority consideration will be given to SV teachers due to their primary tool being their instructional computer.
4. Teachers will be informed if students have an IEP or a 504 plan.

- a. Families will be informed, prior to student enrollment in SV courses, that all related services (e.g., OT, PT, SLP) will be provided by the home school in person.

E. Synchronous (for 2022-2023 School Year):

1. Elementary Scheduled: Students will have content delivered in two (2) instructional blocks. One block will be from 8:30 a.m. – 11:30 a.m. and one will be from 1:00 p.m. – 2:30 p.m.
 - a. The core instruction block will include a whole group class meeting, whole group instruction, and small group instruction.
 - b. The school day will follow the elementary school schedule from 8:30 a.m. – 3:00 p.m. with a break for lunch and student independent work time.
 - c. Students will also have live exploratory electives and small group interventions time.
 - d. Below is who will be providing instruction to students: Classroom teacher for Math Literacy, Social Studies/Science, Social Emotional Learning lessons, Specialist sessions for Fitness or Small group intervention session, as needed (Classroom Interventions, Intervention group, Special Ed, ELD).
 - e. Interventions will be provided to students using the same criteria by which students in brick-and-mortar environments are identified.
 - f. Students with IEPs require additional support and differentiated instruction. To ensure that students received this support, class sizes will be reduced by 0.5 for each student with an IEP in a class.
2. Secondary Schedule: Students will have an Advisory/SEL of up to twenty (20) minutes per day that will utilize the district curriculum for SEL.
 - a. Students will have content delivered in three (3) instructional blocks. One (1) block will be for Humanities, one (1) for STEM, and one (1) for Electives/Interventions.
 - b. The school day will follow the elementary school schedule from 8:30 a.m. – 3:00 pm with a break for lunch and student independent work time. Middle school teachers will be assigned for Advisory, Math/Science, English/Social Studies, Fitness, (Art, World Language, CCLR, and CTE options will vary based on enrollment).

- c. Small group intervention session, as needed (Classroom Interventions, Intervention groups, Special Ed, ELD)
 - d. Students with IEPs require additional support and differentiated instruction. To ensure that students receive this support, class sizes will be reduced by 0.5 for each student with an IEP in a class.
 - e. The District will strive to keep teacher continuity when addressing overload, Overload remedies shall apply commensurate with the language in the other workload sections of the contract.
3. Teachers will be assigned to the Spokane Virtual Synchronous program commensurate with student enrollment at the District proposed levels of student/teacher ratios and specialist assignments where possible and not to exceed contract language without paying overload pay to include:
- a. Classroom teachers and Specialists (Fitness), and Intervention teachers (as needed)
 - b. Special Education teachers will be assigned as the student's case manager
 - c. Special Education teacher may carry up to their contracted caseload.
 - i. All related services (e.g., OT, PT, SLP) will be provided by the home school in person.
 - d. Other supports (e.g., counseling and MTSS) will be commensurate with brick-and-mortar schools as aligned to enrollment and student need.
 - e. Student receiving ELD services will continue to do so, through a virtual format by ELD staff. Staff assignments will follow current practice.

F. Asynchronous

- 1. All teachers shall adhere to ALE documenting and reporting requirements (beginning of course, weekly, monthly, unsatisfactory progress). A certified teacher will follow reporting requirements, and if there is a situation where an employee is on an approved leave and is not able to complete the weekly reporting requirement, the SV administrator will create a plan, which may include a rotation, similar to the fail-to-fill rotation to cover staff on leave or the administrator will place a qualifier in the ALE documentation.
- 2. All Asynchronous teachers have seven (7) weekly flex hours in order to provide availability outside of the standard school day. Up to three (3) of these hours shall be used as Office Hours/Learning Labs.

3. Asynchronous Office Hours

- a. Elementary District Partnership/Intervention SV teachers with 1.0 FTE or greater will host a minimum of three (3) office hours/learning labs per week. At the employee's discretion, one (1) of these three (3) hours can be offered as virtual office hours. The employee will communicate with students and families the days, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.
- b. Elementary Full Time SV teachers with a 1.0 FTE or greater will host a minimum of three (3) office hours/learning labs per week. If any portion of the employee's caseload includes local students, a minimum of one (1) office hour/learning lab will be offered in person at a District or District partnership facility. The other two (2) office hours could be offered virtually. The employee will communicate with students and families the day, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.
- c. Middle/High School employees with a 1.0 FTE or greater of SV will host a minimum of three (3) office hours/learning labs per week. These office hours will be held in person at a District or District partnership facility. The employee will communicate with students and families the days, times, and location of each office hour/learning lab at least monthly. Records of attendance will be kept.

G. Class load for SV shall be:

1. Elementary Synchronous: Class size shall follow general classroom caseload
2. Elementary Asynchronous Full Time: Class size shall follow general classroom caseload.
3. Elementary District Partnership/Intervention: For every 0.2 FTE, caseload shall be 26 students with a maximum caseload of 130. Caseload above 130 students will generate additional FTE.
4. Secondary Teachers with 0.1 FTE up to 0.4 FTE
 - a. Core Contents: 35 per 0.2 FTE
 - b. World Language: 30 per 0.2 FTE
 - c. PE: 50 per 0.2 FTE
 - d. Electives: 45 per 0.2 FTE
5. Secondary Teachers with more than 0.4 FTE in SV in the 2022-23 school year

- a. Core Contents: 32 per 0.2 FTE
- b. World Language 30 per 0.2 FTE
- c. PE 40 per 0.2 FTE
- d. Electives 35 per 0.2 FTE

H. Workload language as described earlier in the Agreement, including the class size reduction by 0.5 language, shall apply to all Elementary asynchronous classes.

1. Overload only applies if the employee is at a 0.2 FTE.
2. For semester long classes, class size shall be determined at the end of the third week of each semester. If enrollment exceeds the class size limits as outlined in the Agreement, overload provisions shall apply. Employees are notified by the 15th of each month what their FTE and/or overload has been set at for that month.
3. For credit retrieval programs or other classes where the enrollment may fluctuate, overload shall be calculated at any time enrollment exceeds class size limits in the month.
4. The District will strive to keep teacher continuity when addressing overload.
5. All other overload options outlined in the CBA shall be available for SV teachers, to include adding additional FTE through super contracts.
6. At the start of each semester, classes will be reevaluated after fifteen (15) school days to determine any necessary changes due to enrollment fluctuation.
7. Enrollment priority will be given to regional students.
8. District will provide grade level curriculum resources.
9. Teachers shall utilize provided District curriculum designed/adapted for online learning platform.
10. The designated grade span teacher is responsible for monitoring and grading Art and PE to meet the needs of ALE.
11. Teachers shall have planning time and collaboration consistent with comprehensive schools. This shall be scheduled by the principal in alignment to the District schedule.

12. During the 2022-2023 school year the District will facilitate a workgroup made of members in equal number from the Association and the District to evaluate and refine Spokane Virtual programming moving forward. The parties will reconvene in the Spring of 2023 to negotiate the working conditions related to the workgroup's findings.

I. Hiring for SV Supplemental/Super Contracts

1. SV staff who have served for two (2) consecutive years shall be offered a position for the following semester without being required to interview for the position, with the following considerations:
 - a. A position must be available in order for it to be offered to the employee.
 - b. Employees who have been notified of concerns and supported to make improvements may not be offered a position for the following term, if improvements have not been made. The current employee may apply for the position(s).
 - c. SV seniority shall be determined by continuous SV experience with the exception of a maximum of one (1) missed school year. Once an employee misses more than one (1) school year, SV seniority starts over.
 - d. The two (2) consecutive years applies to Synchronous and Asynchronous separately.
 - e. If more than one SV staff with two (2) years of consecutive service are interested in the supplemental contract; with more interested SV staff than available opening, interviews will be conducted.
2. Hiring for summer school shall follow the language as set forth in the collective bargaining agreement.

J. Compensation for Online Classes

1. Super Contracts
 - a. For classes at or below 60% of the caseloads above, the pay shall be at 0.1 FTE of the employee's current placement on the Salary Schedule.
 - b. For classes at 61% or above of the caseloads above, *the* pay shall be at 0.2 FTE of the employee's current placement on the Salary Schedule.
2. Online Assignment as Part of Base Contract

- a. Compensation is based on the employee's current placement on the Salary Schedule, including all other stipends included in this contract.
- b. These positions are eligible for benefits consistent with other provisions of this Agreement.

K. Preparation Time

1. A super contract for online learning includes a pro-rated allocation for preparation time to plan, grade assignments, communicate with parents, etc.
2. For employees with online assignments as part of regular FTE, preparation time is determined consistent with the preparation provisions of this contract.

L. Pay for curriculum development

1. Employees shall be paid at the curriculum rate of pay for online class curriculum development.

M. Full year supplemental contracts may be issued for year-long classes.

N. Evaluation

1. If an employee's majority assignment is at a school, the primary evaluator shall be a building administrator. The SV supervisor may be a contributing evaluator.
2. If an employee's majority assignment is with SV, the primary evaluator shall be the SV program administrator.
3. All other applicable provisions shall be found in the Evaluation section of this contract.

O. Supplies and Materials

1. All employees assigned online classes, either as a super contract or as part of their contracted FTE, shall be assigned a District laptop and given appropriate software for the duration of the course.

P. Support

1. The District shall offer technical support for all employees teaching online classes.

Q. Layoff

1. There will be no super contracts offered in SV until all qualified employees from the recall pool have been offered SV-FTE.

R. Online Office Hours/Workday

1. Employees shall establish their own office hours with their online students, provided they are accessible to students.

Section 36 – Montessori

A. Teachers assigned to teach in a Montessori program without a Montessori certificate shall receive the following:

1. All training will be paid in full by the District
2. No more than five (5) consecutive days of release paid time shall be provided by the District to complete all required observations and practice teaching while in training.

B. The teacher agrees to stay at Montessori program in the District for at least five (5) years.

1. Should the employee leave prior to the end of the five (5) years, they shall reimburse the District for the cost of their release on a pro-rated basis.
2. If the employee leaves due to medical reasons, the reimbursement shall be waived.
3. If the employee is laid off or involuntarily transferred from the school, this reimbursement shall be waived.
 - a. In unique circumstance, the District shall consider waiving the reimbursement. This decision is at the sole discretion of the District and is not subject to the grievance provisions identified in this agreement.

C. Other certificated staff beyond the classroom teacher shall be oriented to the philosophy of Montessori to include administration, counselors, Special education teachers and MTSSs.

D. The District will support Montessori standards to include:

1. All classroom teachers/guides will be AMI trained
2. Consultation every three years from AMI
3. Complete set of Montessori materials
4. Mixed age groups – multiage opportunities for students

- E. The District will partner to support the scheduling of uninterrupted work cycles to the greatest extent possible.
- F. During scheduled PLID days, Montessori staff will have training related to their roles and the instructional philosophy of Montessori.
- G. During the 2022-2023 school year, a work group will be formed and will focus on aligning expectations for a public Montessori school. The work group makeup will be determined by the District and the Association in partnership. The parties will reconvene in the Spring of 2023 to negotiate the working conditions related to the workgroup's findings.

Section 37 – ELD

- A. A clear chain of command will be established and communicated to ELD teachers and principals at the beginning of each school year.
- B. In the event there is an open position at a school for which an ELD teacher is qualified and, the employee wishes to be considered for the position, the program coordinator will provide justification for why the ELD teacher is not placed in the open building position. Building and program supervisors and the employee will collaborate on how to best schedule the employee's time.
- C. ELD staff will utilize District curricular materials using their professional discretion when creating learning experiences to meet the needs of the students they serve.
- D. ELD lead teachers will receive compensation for up to six (6) hours, at the certificated supplemental rate for duties related to state mandated ELD testing including organizing test booklets, entering student accommodations, etc.

Section 38 – Libby

- A. Counseling services will be provided to students who are full-time attendees at the school.
- B. TESSERA and Odyssey
 - 1. Teachers will have access to student data for each of the students they serve, including historical test scores, medical information, IEP/504 information as provided in PowerSchool.
 - 2. Teachers will have classes created in PowerSchool for TESSERA and Odyssey.

3. TESSERA teachers will provide two (2), two (2) week sessions throughout the school year (end of October/early November and at the end of February/early march) to provide small group instruction and classroom support to buildings who have historic underrepresentation in gifted identification.
4. Up to two (2) highly capable teachers annually will be given the option to attend highly capable conferences and have the conference fee paid for. Up to \$1,000 each school year will be available for this purpose.
5. TESSERA and Odyssey teachers will be permitted to use PERT for monthly attendance at the Washington Association of Educators of Talented and Gifted (WAETAG) workshops as part of District sponsored/approved professional development opportunities.

Section 39 – New Teacher Mentors

A. Full time mentor teachers

1. Full time mentor teachers shall support teachers new to the profession hired in Spokane Public Schools, in the event the District receives funding for this purpose.
2. Support may include connecting new teachers to building/District resources, discussing policies and procedures of the building, classroom management/curriculum support, etc. as well as leading the new teacher Professional Learning Community (PLC) monthly meetings.
3. Mentors will not be required to do fail-to-fill. In the event that the District determines a need to use staff from the District office to support a fail-to-fill crisis, mentors may be used as substitutes for fail-to-fill.

B. Colleague Mentor Teachers

1. Colleague Mentor Teachers shall support teachers new to the profession hired in Spokane Public Schools, in the event the District receives funding for this purpose.
2. Support may include connecting new teachers to building/District resources, discussing policies and procedures of the building, classroom management/curriculum support, etc.
3. Colleague Mentors shall earn \$1,400 per mentee per year. Colleague Mentors shall be limited to two (2) full-time employees as mentees.

4. The District will ensure that teachers who work in the SPED department have a mentor who is experienced in the SPED program.

Section 40 – Substitute for Principal

- A. Employees who wish to substitute for the principal should make their desires known to the principal. The principal retains the right to select the substitute and employees have the right to refuse to substitute.
- B. The employee shall receive a stipend of thirty dollars (\$30) per day for each full day of substituting for the principal as designee. The stipend shall be in addition to the employee's usual daily rate. A substitute will be provided for the teacher serving as the principal designee.

Section 41 – Department/Team Leaders

- A. Elementary School Leadership
 1. Each elementary school will be given an annual lump sum to compensate staff for academic or team leadership, and responsibilities.
 2. Each building site will select the model for allocation of funds, as appropriate to their needs, recognizing that this may vary from year to year.
 3. Each elementary school with more than three hundred (300) students will receive four percent (4%) of the zero step of the BA column of the salary schedule times six (6). Elementary schools with less than three hundred (300) will receive three percent (3%). This is a funding formula only and shall be used for stipends.
 4. For the 2022-23 school year, each elementary school will utilize available funds for compensating already established School Leadership Certificated Team Members. This allows for planning for future team leader program development to launch starting the 2023-24 school year.
 5. For the 2023-24 school year and beyond, each school will decide using the building leadership process how many positions are needed, the stipend amount and the duties involved.
 - a. Once determined, administration will communicate to staff the number of leadership positions, job duties, and the stipend for each position.
 - b. Once a list of candidates is determined, the effected staff will vote to determine who will be the team leader.

6. Grade level employees shall contribute input into the team leaders' selection process. With provided input, building administration will make the final selection decision.
7. Decisions related to who is hired into these positions and the compensation shall not be arbitrary, capricious, or retaliatory.
8. Only employees covered in this agreement shall serve as an Academic Leader in Elementary Schools.

B. Comprehensive Middle School Leadership

1. Each middle school site will be given an annual lump sum to compensate staff for academic leadership and responsibilities.
2. Each building site will select the model for allocation of funds, as appropriate to their needs, recognizing that this may vary from year to year.
3. Each middle school will receive four percent (4%) of the zero (0) step of the BA column of the salary schedule times twelve (12) positions. This is a funding formula only, and shall be used for stipends.
4. Each school will decide using the building leadership process how many positions are needed, the stipend amount and the duties involved. Consideration will be made for instructional leadership, interdisciplinary team leadership, assessment, and management of materials and budget.
 - a. Once determined, administration will communicate to staff the number of leadership positions, job duties, and the stipend for each position.
 - b. Administration will seek interested staff to hold these positions annually.
5. Curricular area employees shall contribute input into the department leaders' selection process. With provided input, building administration will make the final selection decision.
6. Decisions related to who is hired into these positions and the compensation shall not be arbitrary, capricious, or retaliatory.
7. Only employees covered in this agreement shall serve as an Academic Leader in Middle School.

C. High School Department Leaders

1. Hiring of Department Leaders:

- a. High school department leader positions shall be hired biennially, on yearly supplemental contracts based on the process outlined below:
 - i. Building administration shall solicit interest from department members in serving as the department leader.
 - ii. If there are multiple department members interested in serving as the department leader, those candidates will interview in front of building administration and members of the department and be selected based on interview feedback and building principal (or designee) approval.
 - b. The hiring process shall be scheduled on an A/B rotation to promote no more than half of the department leader positions being hired in one (1) year.
 - c. Should a department leader choose to step down from their leadership role in advance of the completion of their two (2) year term, the above-mentioned process would be followed.
2. High school department leader positions shall be evaluated annually based on the following:
 - a. Feedback from the building principal or designee in relation to leadership attributes and department leader areas of responsibility.
3. Once hired, the department leader and the principal, with input from the department, shall determine the number of the department leader assistant positions to be filled. The building administrator shall have the final decision as to the number of department leader assistant positions needed, if any.
4. Department leader areas of responsibility
 - a. Resource Management and Communication:
 - i. Department leaders shall have oversight of the department budget and resources allocation within the department.
 - ii. Department leaders shall collect department input and provide feedback to the building administration in relation to student registration process and master schedule development.
 - iii. Department leaders shall attend building leadership team and District curricular meetings. Should department leaders be unable to attend, they shall identify a department representative to attend in their place.

- iv. Department leaders shall be responsible for the regular communication between the building leadership team, principal, or designee, and department meetings.
- b. Instructional Leadership, Data, and Assessments/Surveys:
 - i. The department leader shall take part in the planning and implementation of building-wide professional learning in alignment to the District strategic plan and building goals.
 - ii. The department leader shall lead professional learning within their department in relation to the District strategic plan and building goals.
 - iii. The department leader shall set goals, regularly monitor, and share data with department members, building leadership team, and administration aligned to one or more of the following:
 - 1) State and/or national assessment scores
 - 2) Student academic achievement and course pass rates
 - 3) Course taking progressions and enrollment in and completion of advanced/upper-level courses (inclusive of dual-enrollment, Advanced Placement, College in the High School, etc.)
 - 4) The department leader shall provide feedback, instructional coaching, and mentorship to members in their department.
 - 5) The department leader shall assist in the coordination and implementation of building, District, state, and national assessments/surveys.
- c. Annual Equity Analysis
 - i. Annually, department leads shall be asked to examine department-wide practices in relation to our District mission statement and equity resolution.
 - ii. From this examination, department leaders, in collaboration with building administration, shall identify collective areas of strength and collective areas of growth within their departments to impact student outcomes.

- iii. Department leaders, in collaboration with building administration, shall set goals and provide coaching and leadership to members of their department with focus on promoting greater equity. This may include, but is not limited to, the implementation of:
 - 1) Instruction best practices
 - 2) Social-emotional learning
 - 3) Equitable grading practices
- 5. The responsibility area and stipend amount may be shared by the department leader with department leader assistants. Shared stipend amounts will be sent to Human Resources and will be approved and confirmed via supplemental contract.
- 6. A maximum of ten (10) departments will be authorized for each high school. Curricular areas may include: Math, Science, English, Social Studies, World Language, Special Education, Health and Fitness, Visual and Performing Arts, AVID, English Language Development, and Career and Technical Education.
 - a. Departments may be clustered, grouped, or organized to meet building needs and District goals.
 - b. Each Department will consist of three (3) or more certificated staff members regardless of FTE.
 - c. Certificated staff will count in each department they teach.
 - d. Annually, the principal will meet with department leaders to discuss the organization of the school's departments and may share potential options/clusters.
 - e. If any reorganization of the school's departments is to be considered, impacted staff shall contribute input to the building principal or designee. With provided input, building administration will make the final selection decision.
 - f. The principal or designee will then meet one on one with each department leader to review the department organizational options and will discuss the roles and responsibilities regarding department needs and school priorities for the next year.
- 7. The Individual Department Plan and Process:
 - a. After the one-on-one meeting with the department leader, the principal or designee will meet with the department(s) to discuss building and

department needs and priorities and will, in collaboration with department staff, create department leadership models which will address department leader areas of responsibility. The plans will identify what will be done by the department leader and what may be assigned to and/or shared with department leader assistant(s), if applicable.

- b. The principal or designee and the department leader will bring options to the department to discuss and decide department leader and department leader assistant assignments.
- c. The principal or designee will meet regularly with the department leaders to discuss goals, progress, and/or possible plan changes. Changes, if any, will be discussed with the department to explain and to gather feedback.
- d. Each spring the aforementioned process will be followed.

8. Department Leader Compensation

- a. Department leaders will receive five (5) additional days' pay for work requiring completion on a non-school day.
- b. Additional stipends are based upon size of department, years of experience, and the responsibilities assigned.
- c. The department leader stipend amounts are reflected in Article VI: Salary and Benefits; Section 7 – Department Leader Stipend
- d. This provision applies only to the five (5) comprehensive high schools.
- e. Only employees covered under this agreement shall be allowed to hold Department Leader positions.

D. CTE Advisory Leaders

The following language does not apply to the employees at the Skill Center. Information regarding Skill Center can be found in Section 33, letter E: Advisory meetings.

1. Advisory Committee Meetings

- a. All CTE staff are required to participate in Advisory Committees for the purpose of networking CTE staff with business and industry representatives from the area of concentration they teach. They are required to attend three (3) advisory meetings per year.

- b. Employees who attend and sign-in to the three (3) advisory committee meetings may be compensated using their Professional Enrichment Responsibility Time (PERT) or be compensated up to two (2) hours per meeting for a maximum of three (3) meetings per year at the negotiated certificated supplemental rate of pay.

2. Lead Teacher – Advisory Committee

- a. Teachers who choose to serve as the Lead teacher for the advisory committee will be compensated with a \$500.00 stipend for collaborating to facilitate three (3) advisory committee meetings and for participating in the three (3) General Advisory (District level) committee meetings. Responsibilities include:
 - i. Partners with Business and Industry chairperson to create meeting agenda (aligning with expected dates)
 - ii. Sends agenda to all committee members
 - iii. Attends/Assists in facilitating committee meetings (three [3] per year)
 - iv. Takes notes at committee meetings
 - v. Sends notes (using template) to CTE Coordinator or uploads to Office 365 account
 - vi. Attends and participates in General Advisory Committee meetings (3/4 per year)

3. High School and Middle School – Career Technical Student Organization/Local Leadership Equivalency Organization (CTSO/LLEO) Advisor.

- a. See Addendum H for the guidelines and stipends for these advisor and assistant advisor positions at the middle and high school levels.

Section 42 – Substitute Teachers

- A. An employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time has substitute status. These employees, upon serving the minimum number of days required by law for representation, are covered by the following sections: employee workday, and preparation periods. Employees with substitute status shall receive the rate established by the Association and the District.

1. This section does not apply to anchor/itinerant subs. Anchor/itinerant subs get access to the full provisions of the collective bargaining agreement.
 2. Substitutes serving in a long-term position, longer than twenty (20) days, shall have access to the pertinent provisions in Article IV – Personnel of the Collective Bargaining Agreement excluding the following sections: Section 1 – Individual Contracts, Section 2 – Employee Files, Section 3 – Progressive Discipline, Section 6 – Worker’s Compensation (30 days’ Security Leave), Section 8 – District Property, Section 14 – School Decision Making, Section 15 – Building Budgets, Section 17 – Seniority List/Certification and Endorsement List, Section 18 – Assignments and Transfer, Section 19 – Moves Related to Involuntary Transfer, Reassignment and/or Classroom/Office Movement, Section 20 – Certificated Staff Layoff Process, Section 21 – Position Sharing, Section 22 – Emergency School Closures, Section 24 – Summer School, Section 37 – Substitute for Principal, Section 38 – Department Leaders, Section 40 – Classroom Certificated Staff Evaluation, Section 41 – Non-classroom Certificated Class Evaluation, Section 42 – Summer Mail Delivery, Section 44 – Student Workplace Training Opportunities, Section 46 – Walkthroughs, Section 47 – Volunteer Opportunities. Disagreements shall be discussed at Labor Management.
- B. The District agrees to notify substitutes at the earliest possible date and time when their services are to be used, assuming adequate notice is given by the absent employee. If the adequate notice is provided, the substitute will be expected to adhere to the workday of the regular employee whom they are replacing. All substitutes shall be provided with the necessary keys upon checking in with the school principal or designee.
- C. Qualified substitutes, upon application, will be given consideration for full-time regular employment as specified in the Assignments and Transfer provision contained in the Agreement.
- D. In the event a substitute is denied employment as a regular employee, the District will, upon request, provide written reasons for the denial.
- E. As substitutes become long-term substitute employees, as defined by placement in the basic personnel contract or by serving more than twenty (20) consecutive full days in the same assignment, they will be granted proper placement on the basic salary schedule according to educational credits and years of experience.
1. Placement on the Salary Schedule will be retroactive to the first day of continuous service.
 2. Experiential credit will be granted on the salary schedule for substitute service which meets the minimum number of days required to obtain credit for experience on the salary schedule.

3. Long-term substitutes will receive one (1) sick leave day per month of continuous service. Sick leave earned may be used during the time it is earned and will not accumulate from year to year.
- F. Substitute lists will be made available, upon request, in each building to the regular employees of that building. Employee requests through the building principal or designee for a specific substitute(s) will be honored provided the substitute is qualified, has not had prior performance concerns in the building, and is approved by the principal/designee, and if ample notice is given and the substitute(s) is available.
- G. Prior to the District taking action to reduce or eliminate a substitute for refusing to substitute, the District will contact the substitute with a warning.
- H. Human Resources will make a concerted, good faith effort to generate and maintain a pool of substitutes for Special Education ESA (OT, PT, SLP, Psychologists) staff which may include but not be limited to the following activities: job fairs, advertising, retirees, local university programs, and network with other districts to create a common substitute pool.
 1. The District will keep an ongoing posting for substitutes in ESA.
- I. In order to provide in-service training during the school day, the District will make a good faith effort to generate and maintain an adequate number of substitutes for special design classroom staff.

Section 43 – Classroom Certificated Staff Evaluation

- A. For the 2022-23 and 2023-24 school years, all certificated staff evaluated using the WA State TPEP evaluation system shall make the shift from the current Student Growth Goal system to the updated Student Growth Goal system that will continue to be piloted by the state for a 2nd year in the 2022-23 and 3rd year in 2023-24.

Rather than having some teachers using the current SGG system and some teachers using the new SGG, the 2022-23 and the 2023-24 school years will serve as transition years to provide all teachers and principals with the necessary training, tools, and implementation experiences so they have the opportunity to learn about and use the new SGG system in their classrooms, so they will be ready to fully implement the new SGG system in the 2024-25 school year when it is required.

In order to alleviate teachers' concerns and challenges that may come with the new SGG system and how it may impact their end of year SGG scores, teachers will be "held harmless" related to their SGG scores by freezing the 2021-22 SGG scores in place during the two transition years.

In addition, during the two transition years, the teachers are able to increase their 2021-22 SGG score from a one (1) to a two (2), two (2) to a three (3), or three (3) to a four (4),

if they demonstrate the new higher score level based on the new SGG scoring rubric criteria. This will allow all teachers and administrators two (2) school years to be trained on the new SGG system, while also having time to learn how to effectively implement the new system with their school/grade level teams.

A student Growth Goal Planning Team will also be established with equal representatives of the District and Association. The SGG Planning Team will work together to collect teacher and principal feedback and artifacts related to the new SGG tools, rubric, and PD supports used during the two (2) transition years in order to make necessary adjustments to be fully prepared to successfully support our teachers and principals in 2024-25 when the shift to the new SGG is a requirement for all teachers.

B. Definitions

1. "Evaluation" shall mean the completion of the Performance Evaluation Report for Certificated Employees.
2. "Criteria" shall mean one of the eight (8) state defined categories to be scored.
3. "Component" shall mean the sub-section of each criterion.
4. "Element" shall mean the sub-section of a component on the Washington State Marzano evaluation rubric. The Marzano Instructional Framework details fifty-seven (57) elements to describe instructional and professional practice, each of which builds on the others to support teacher growth, development, and performance.
5. "Primary Evaluator" shall mean the administrator who manages the evaluation process for specific employee and completes the summative evaluation report. At least one (1) observation must be completed by the primary evaluator.
6. "Contributing Evaluators" shall mean administrators who may assist the primary evaluator in collecting evidence. Up to two (2) contributing evaluators may be identified.
7. "Observation" shall mean 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 or leadership framework rubrics.
8. "Artifacts" shall mean any products generated, developed, or used by a certificated teacher.
9. "Evidence" shall mean observed practice, products, or results of a certificated classroom teacher, or certificated principal's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

10. “Not Satisfactory” shall mean:

- a. Level 1 (not using/beginning) – receiving a summative score of one (1) is not considered satisfactory performance for all teachers.
- b. Level 2 (developing) – if the classroom teacher is on a continuing contract with more than five (5) years of teaching experience and if a summative score of two (2) has been received two (2) years in a row or two (2) years within a consecutive three (3) year period, the teacher is not considered performing at a satisfactory level.

11. “Student Growth” shall mean the change in student achievement between two points in time or using multiple sources of growth.

C. Applicability

1. This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction, and both assess and monitor student growth. A classroom teacher includes all Special Education teachers, Intervention teachers (including Reading Recovery) and Elementary Librarians.
2. The term “classroom teacher” does not include Educational Staff Associates (ESAs) speech language pathologists, school psychologists, occupational therapists, counselors, physical therapists, nurses, Home Health, BEST, and Homebound teachers, secondary librarians, TOSAs, Instructional Coaches, MTSS Specialists, BCBAs, and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in Section 44.
 - a. While it is understood that online teachers are responsible for fostering and managing a safe, positive online learning environment, employees working in SV only shall receive a score of Proficient on Criteria 5.
3. Comprehensive Evaluation will be used for all provisional teachers, teachers who had a summative rating of one (1) or two (2) and teachers on probation.
4. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation.

D. State Criteria, Framework, and Scoring

1. The state evaluation criteria are:

- a. Criterion 1: Centering instruction on high expectations for student achievement,
- b. Criterion 2: Demonstrating effective teaching practices
- c. Criterion 3: recognizing individual student learning needs and developing strategies to address those needs,
- d. Criterion 4: Providing clear and intentional focus on subject matter content and curriculum,
- e. Criterion 5: Fostering and managing a safe, positive learning environment
- f. Criterion 6: Using multiple student data elements to modify instruction and improve student learning.
- g. Criterion 7: Communicating and collaborating with families and school community.
- h. Criterion 8: Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

2. Instructional Framework:

The parties have agreed to the adopted evidence-based instructional framework developed by Marzano and approved by OSPI.

3. Criterion Performance Scoring

- a. Data shall be collected for criterion scoring throughout the year, through observations, artifacts/evidence, Professional Growth and Development Plan, and Student Growth Goals.
- b. Scores will be determined by an analysis of observations and evidence. Evidence and artifacts shall be considered and be part of the component scoring by the evaluator.
 - i. Submitted artifacts must be appropriately applied to the Marzano rubric and used as part of the component score.
 - ii. An employee may request information from an evaluator about how a submitted artifact compared against the rubric.
 - iii. An employee may not turn in excessive amounts of artifacts.
 - iv. An employee scoring a “1” or “2” during an observation may elect to turn in one artifact/evidence to the administrator within seven

(7) days of receiving the observation write up. The artifact/evidence shall relate directly to the observation concern and will be scored using the Marzano rubric.

- c. Not all fifty-seven (57) elements on the rubric need to be scored during the annual evaluation cycle.
- d. Scores earned shall be recorded in the electronic evaluation platform. The electronic platform will connect Marzano element scoring to the eight (8) WA State Evaluation Criteria.
- e. Evaluators shall assign component scores using the following considerations:
 - i. Observations
 - ii. Evidence and Artifacts
 - iii. Growth over the year
 - iv. Pre and post conference conversations
 - v. Professional Growth and Development Plan
- f. An overall criterion score is determined by totaling the component scores in a criterion as follows.

	Unsatisfactory	Basic	Proficient	Distinguished
10 Components	10-12	13-22	23-32	33-40
9 Components	9-11	12-20	21-29	30-36
8 Components	8-10	11-18	19-26	27-32
7 Components	7-9	10-16	17-23	24-28
6 Components	6-8	9-14	15-20	21-24
5 Components	5-7	8-12	13-17	18-20
4 Components	4-5	6-9	10-13	14-16
3 Components	3-4	5-7	8-10	11-12
2 Components	1-2	3-4	5-6	7-8
1 Component	1	2	3	4

- g. When scoring, it is possible that there is not a score for a component within the criterion. In such cases, only the total number of components scores, will be used to judge against the band.
- h. If an employee has a planned departure during the school year, the evaluator and employee should come to mutual agreement about a timeline for completing observations and a summative conference. If not all elements of the framework have adequate evidence to be scored,

the reason for any omission should be noted on the summative form. If the departure is unplanned and it is not possible to complete an evaluation, document the facts.

4. Summative Performance Rating

- a. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criterion. The overall summative score is determined by totaling the eight (8) criterion-level scores as follows:

8-14 – Level 1, Not Using/Beginning (Washington State-Unsatisfactory)

15-21 – Level 2, Developing (Washington State-Basic)

22-28 – Level 3, Applying (Washington State-Proficient)

29-32 – Level 4, Innovating (Washington State-Distinguished)

5. Student Growth Criterion Score

- a. Consistent with the law, student growth data will be a substantial factor in evaluating the summative performance of certificated classroom teachers.
- b. Embedded in the instructional framework are five (5) components designated as student growth components.
 - i. These components are embedded in criterion as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1.
 - ii. Evaluators add up the raw score on these components and the employee is given a score low, average, or high, based on the scores below:
 - 5-12 – Low
 - 13-17– Average
 - 18-20 – High
- c. Student growth data will be taken from multiple goal-aligned sources and must be appropriate and relevant to the teacher's assignment.
 - i. This data shall be from the current school year.

- ii. Data may include teacher initiated formal and informal assessment, as well as summative and formative assessments as agreed to by the evaluator.
 - iii. In subject areas in which common assessments have been created at the District level or at school sites, these assessments may be used as student growth data provided that these assessments are given before instruction and after instruction.
 - iv. Teachers who teach subjects lacking in common assessments, will partner with their evaluator to determine appropriate measures by which growth can be determined.
 - v. State and national assessments may also be used as agreed to by the employee and evaluator.
 - vi. Student achievement that is not calibrated to show growth between two (2) points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.
- d. Student Growth Inquiry Process:
- i. If a teacher receives a summative score of 4 and a Low student growth score, the employee will receive an overall summative score of 3 as detailed in RCW 28A.405.100 and WAC 392-191A-090 and must be automatically moved to a summative score of 3.
 - ii. If a teacher receives a summative score of 1 on any of the five (5) student growth components, or in the low range on the student growth criterion scoring, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:
 - 1) Examine student growth data in conjunction with other evidence (including observation, artifacts, and other student and teacher information) based on appropriate and additional levels of student growth based on classroom, school, District, and state-based tools and practices.
 - 2) Examine extenuating circumstances which may include: goal setting process, content and expectations, student attendance, extent to which standards, and curriculum/assessment are aligned.
 - 3) Schedule monthly conferences focused on improving student growth to include one (1) or more of the following topics: student growth goal revisions, refinement, and

progress; meet with evaluator to discuss/revise goals, progress toward meeting goals, best practices related to instruction areas in need of attention; and best practices related to student growth data collection and interpretation.

- 4) Create and implement a professional development plan to address student growth areas.

E. Special Factors to Consider when Completing Evaluations

1. Evaluations shall, in all observations/evaluations, take into account the individual differences of students assigned to the employee.
2. The parties recognize that teaching strategies and techniques vary; therefore, evaluators will not base their evaluation solely on one technique or strategy.
3. Evaluators will take into consideration the availability of supplies, materials, custodial and/or maintenance services, etc.
4. Employees involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess and undergraduate minor or its equivalent issued within the last five (5) years will not be non-renewed for performance deficiencies primarily related to providing clear and intentional focus on subject matter content and curriculum during the first year of their involuntary reassignment.
5. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date if adequate notice is given, and the employee has worked at least ninety (90) days. (See section C.3.h above)
6. Coach/Principal Assistants (PA)
 - a. Employees who serve in a dual role of instructional coach and Principal Assistant cannot evaluate anyone they currently coach and will evaluate only those teachers who were deemed satisfactory the year prior. Coach/Principal Assistants cannot evaluate anyone they coached within the previous year.
 - b. An employee who is assigned a PA as an evaluator may request a different evaluator if the PA was the employee's instructional coach within the past two (2) school years.

F. Comprehensive Evaluation

1. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report.

- a. Evaluators will accurately inform employees of their progress during the evaluation process.
 - b. If evidence shows that an employee is basic or unsatisfactory, the evaluator shall inform employees in a timely manner.
 - c. Principals will follow Walkthrough language as it is written in the collective bargaining agreement. This shall include a signal to the employee that the presence in the room is a walkthrough and will not be scored.
- 2. Mechanical and/or electronic devices may be used for the improvement of instruction but shall not be the primary basis for a negative evaluation. Employees shall receive prior notice of the use of electronic devices and employees shall have the right to refuse to participate in the use of electronic devices. Intercom systems between workstations and the building office will be used solely for communication.
- 3. Notification
 - a. New employees shall be given information about the evaluation criteria, procedure, and relevant forms for the new evaluation systems. A component of the new hire training day shall include this information.
 - b. The District shall train evaluators on observation, evaluation, and the use of the specific instructional framework and rubrics contained in the Agreement and any relevant state and federal requirements on an ongoing basis. Evaluators will be trained as required by law. Proof of this training will be provided upon request.
 - c. The employee will be told by the last school day in September or thirty (30) days after employment, who their primary evaluator and any contributing evaluator(s) will be:
 - i. Within a school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.
 - ii. Employees not regularly assigned to any school will have an evaluator assigned from within the District administrative organizational responsibility chart.
 - iii. In the event there is a need for a change of evaluators, the employee shall be notified in a timely manner.

- d. Central and regional support staff may, at the direction of the principal, assist in the observation and evaluation of traveling and non-classroom certificated employees.

4. Teacher Self-Assessment

- a. By the last school day in November, new teachers to the profession shall complete an electronic self-assessment using the full Washington State Marzano Evaluation Rubric.
- b. No teacher will be required to share the Self-Assessment results with their evaluator, nor will it be accessible to the evaluator on the electronic system.

5. Professional Growth and Development Plan (PGDP) (8.4 on rubric)

- a. Employees shall create a professional growth and development plan with one (1) goal to work on for the school year, provided evaluator approval is obtained. The goal shall be discussed with the evaluator by October 15th or the Friday before should the 15th be on a Saturday or Sunday to ensure evaluator approval will be obtained.
- b. New teachers to the profession shall complete their PGDP by January 15th. The goal shall be discussed with the evaluator by January 15th or the Friday before should the 15th be on a Saturday or Sunday to ensure evaluator approval will be obtained.
- c. Using professional judgment, employees shall chart progress and make adaptations to the plan as needed, provided they obtain evaluator agreement.
- d. All goal activities for the PGDP shall be completed by the teacher no later than May 1st of each year.
- e. Evaluators will assign a score to Component 8.4 no later than June 1st.
- f. Employees will be notified when the score is given.

6. Student Growth Goal Setting (SGG)

- a. The SGG setting process will be consistent with RCW 28A.405.100 and WAC 392-191A-060.
- b. The teacher shall determine a student growth goal for Components SGG 3.1 (for subgroup of students), SGG 6.1 (for the entire class), and

SGG 8.1 (collaborating on measures to improve student learning) on a Goal Setting form.

- c. Goals will be created and tracked on the SGG Setting Form on mutually acceptable forms. The goals will be entered into the electronic evaluation platform by the teacher, so they can be scored.
- d. SGGs must be approved by the evaluator prior to gathering data for the goal. Employees shall submit SGGs to their evaluator by the last day before Winter Break. New teachers to the profession shall submit SGGs to their evaluator by the last day of January. In certain situations, the employee may work in collaboration with their evaluator to adjust the submission date of the SGGs as appropriate to the situation. Proof of the completed goal shall be submitted to the evaluator no later than May 1st of each year.
- e. Evaluators will assign a score to the student growth criterion no later than June 1st.
- f. Employees will be notified when the score is given.

7. Artifacts and Evidence

- a. Artifacts and evidence shall be collected through the evaluation process as necessary to complete the evaluation.
 - b. Employees are not encouraged to create artifacts for the sole purpose of the evaluation process.
 - c. Building administrators shall not require any specific artifact be submitted by an employee, group of employees, or an entire staff.
 - d. Data collected on the observation summary sheets are not considered artifacts.
 - e. Student survey results may be used as evidence as determined by the employee and agreed to by the evaluator.
 - f. A single artifact may be submitted as evidence for multiple components at the prerogative of the employee.
8. An employee may submit artifacts throughout the year for evaluators to consider as evidence.
- a. When submitting artifacts, the completion of the TPEP Artifact Cover Sheet is required. Artifacts shall be considered and be part of the component scoring by the evaluator.

- b. An employee may request information from an evaluator about how a submitted artifact compared against the rubric.
 - c. An employee scoring a 1 or 2 during an observation may elect to turn in one (1) artifact/evidence to the administrator within seven (7) days of receiving the observation write up. The artifact/evidence shall relate directly to the observation concern, will be scored using the Marzano rubric, and will be used in determining the final component score for that observation.
- 9. Upon request, an employee may seek an explanation of how the artifacts were considered by the evaluator. If the employee chooses not to submit artifacts, each criterion score will be based on the existing data within the electronic system.
- 10. Employees must submit artifacts by May 1st.

11. Observations

- a. There will be a minimum of two (2) observations per year and three (3) for teachers in their third year of provisional status.
 - i. At least one (1) observation must be announced. Three (3) days' notice shall be given prior to an announced observation, unless otherwise agreed to.
 - 1) For all announced observations, employees shall be sent the pre-observation questions through the electronic evaluation platform. These questions can be found in the Addendum that will guide the pre-observation conference process.
 - 2) A pre-observation conference is required for the first announced observation and may be requested by either party for other announced observations.
 - 3) The purpose of a pre-observation conference is to discuss employee goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
 - 4) Employees are encouraged to reflect on the questions in advance of any pre-observation conference or observation.

- ii. At least one (1) observation must be for at least thirty (30) minutes. Evaluators shall announce this observation and to complete this observation prior to January 31st.
 - iii. The total minutes for all observations must be at least sixty (60) minutes annually.
 - iv. Teachers in their first year of provisional status must be observed for at least thirty (30) minutes during the first ninety (90) days.
 - v. Third year provisional teachers must be observed at least three times for no less than ninety (90) minutes total.
 - vi. The first observation shall be completed by the end of January, unless unique circumstances prevent it.
 - vii. At least one (1) observation should be late enough in the year to provide employees sufficient time to have worked on their Professional Growth and Development Plan and Student Growth Goals.
- b. Unannounced observations will not be excessive and will follow the building norms except in unusual circumstances, e.g., if an employee either evidences performance deficiencies that may lead to probation or is on probation.
 - c. When an administrator conducts an unannounced observation *of* an employee, they will inform the employee as soon as appropriate after entering the room.
 - d. Observations will be rescheduled at the request of the employee, and with evaluator approval, on days where student schedules are disrupted due to unforeseen circumstances.
 - e. Informal Observations:
 - i. Announced Informal Observations: A principal may announce to his or her building when a particular venue will be observed informally during a specific time period. For example, the principal emails the entire staff to share that an upcoming collaboration time may be observed informally that week.
 - ii. Unannounced Informal Observations: A principal may observe and document teacher performance during the course of his or her professional responsibilities. Strengths and/or concerns may be documented.

- iii. An informal Observation Conferences shall be held if an employee receives a 1 on any component or element on the evaluation rubric. The employee or evaluator may request a conference when a 2 is received on a component or element on the Marzano rubric.
 - 1) An employee scoring a 1 or 2 during an observation may elect to turn in one (1) artifact/evidence to the administrator within seven (7) days of receiving the observation write up. The artifact/evidence shall relate directly to the observation concern and will be scored using the Marzano rubric.
- f. Following an Observation:
 - i. Following an observation, and before the post-observation conference detailed below, the evaluator may ask initial clarifying questions that will assist them in completing the observation summary.
 - ii. Observation summaries shall be provided at or before the post-observation conference if one is held. If, at the post-observation conference, the evaluator determines there is evidence that the employee's observation summary should be altered, only alterations that improve the employee's score are permitted.
 - iii. The evaluator will complete a written observation summary, using the electronic evaluation platform before the post-observation conference is held.
 - 1) This summary will be provided to the employee within seven (7) school days and within three (3) days of preparing the report.
 - 2) If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide suggestions to remedy the concern in writing.
- g. Post-Observation Conferences
 - i. A post-observation conference is required for the first announced observation and may be requested by either party for other announced and/or unannounced and for both formal and informal observations.
 - ii. A post-observation conference is required to be held if an employee received a 1 on any component or element on the evaluation rubric. The employee or evaluator may request a

conference when a 2 is received on a component or element on the Marzano rubric.

- 1) A check on progress toward student growth goals and Professional Development Plan (if applicable) may also be discussed.
- 2) Post-observation questions found in the electronic platform may be used to guide post-observation conversations. These questions shall also be included in an Addendum.

h. Final Summative Evaluation

- i. The end of year summative evaluations must be completed and signed by the teacher by June 1st.
- ii. For any employee who has a summative evaluation of Level 3 – Applying (Washington State Level-Proficient) or Level 4 – Innovating (Washington State Level – Distinguished) an evaluation conference may be requested by either the employee or the evaluator. This meeting will occur before school lets out for the summer.
- iii. An employee receiving an overall rating of Level 1 – Not Using/Beginning (Washington State Level – Unsatisfactory) or Level 2 – Developing (Washington State Level-Basic) shall have a summative evaluation conference to discuss next steps for improvement.
- iv. All evidence, measures, and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- v. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents.
- vi. The teacher may attach any written comments to observations and/or to the final annual evaluation report. This may be done at the time the employee receives a copy or within seven (7) school days following the signature of the document by the employee.
- vii. An employee evaluation may not be negatively impacted if a teacher chooses to use District-approved curriculum or instructional materials that address subject matter related to sexual orientation including gender expression or identity so long

as the subject matter is age-appropriate and connected to the teacher's content area.

G. Focused Evaluation

1. The Focused Evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process and will include evaluation of one (1) of the eight (8) WA State criterion.
2. If a non-provisional teacher has scored at Proficient or higher in the previous year, they may choose to be evaluated using the Focused Evaluation.
3. The teacher may remain on the Focused evaluation for five (5) years before returning to the Comprehensive Evaluation unless circumstances provided by five (5) below apply.
4. Each year a teacher is on the focused evaluation they shall receive the score of their last most recent Comprehensive Evaluation.
 - a. A teacher may improve their focus score from 'Proficient' to 'Distinguished' by providing evidence of a distinguished score as outlined on the Marzano rubric.
 - b. Teachers may improve their focused score to distinguished, but at no time will the score be lowered from what was on the last Comprehensive evaluation.
5. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. Teachers will not move to the Comprehensive system for reasons that are arbitrary, capricious, or retaliatory. A teacher-initiated decision to move which is not supported by the evaluator will be problem-solved by Labor Management.
 - a. Teachers can be moved to comprehensive by their evaluator no later than December 15th if documented performance concerns exist. Documented performance concerns are defined as observation and evidence data that has been scored using the Marzano rubrics and shared with the employee.
6. Process for Focused Evaluation
 - a. By October 15th, the criterion area to be evaluated shall be proposed by the teacher and approved by the evaluator.
 - i. If the employee chooses criterion three (3) or six (6), they must also complete either 3.1 and 3.2 or 6.1 and 6.2 as their student

growth components, whichever are associated with their selected criterion (3 or 6).

- ii. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also choose either 3.1 and 3.2 or 6.1 and 6.2 as their student growth components.
- iii. If an employee chooses criterion 8, they will set a Student Growth Goal (SG Criterion 8.1) and complete a Professional Growth and Development Plan (criterion 8.4).
- iv. If the criterion selected for evaluation has been determined to be non-observable, a classroom-based observation will not be required. Nothing in this provision prohibits a supervisor from observing the teaching and learning process and providing informal positive and constructive feedback in any classroom at any time.
- v. Observations and conferences for the focused evaluation shall follow the Comprehensive bargained guidelines.
- vi. A group of teachers may focus on the same evaluation criterion and share professional growth activities.
- vii. An employee evaluation may not be negatively impacted if a teacher chooses to use District-approved curriculum or instructional materials that address subject matter related to sexual orientation including gender expression or identity so long as the subject matter is age-appropriate and connected to the teacher's content area.

H. Support for Employees Who Receive Summative Rating of Level 1 or 2

1. When a teacher's final summative rating is Level 1 or 2, additional support will be available.
 - a. Employees may also be offered support based on individual teacher needs.
 - b. This support may come in the following manner, but is not limited to mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, readings, etc.
2. In the event any final evaluation report indicates the employee has been rated Level 1 – Not Using/Beginning (Washington State Level-Unsatisfactory) in one (1) or more of the evaluation criteria, the evaluator and the employee shall

attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s).

- a. In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinator, department leader, psychologist, fellow teacher, coaches, or mentors) to observe the employee's performance and make recommendation for improvement.
- b. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee.

I. Probation

This section applies to all employees except provisional employees as defined by RCW 28A.405.220(1).

1. Evaluator's Report

- a. At any time after October 15th of any school year, but no later than February 1st, a non-provisional employee whose work is judged unsatisfactory based on District evaluation criteria, shall be notified in writing of the specific areas of deficiency along with a reasonable program for improvement.
- b. A classroom teacher's work is not judged satisfactory, and therefore shall be placed on probation when the overall comprehensive score is 1 – Unsatisfactory. A continuing contract teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is 2 – Basic for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
- c. Teachers may only be placed on probation from the Comprehensive evaluation system described above.
- d. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

2. Establishment of Probationary Period

- a. When the Superintendent concurs with an evaluator's judgment that the performance of an employee is unsatisfactory, a probationary period of sixty (60) school days (for both part-time and full-time employees) shall

be established by the Superintendent. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is 1 – Unsatisfactory. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.

- b. The Superintendent shall give written notice to the employee of:
 - i. The duration of the probationary period;
 - ii. A reasonable program for improvement; and
 - iii. The fact that the purpose of the probation is to give the employee an opportunity to demonstrate improvement
- c. At or about the time of delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- d. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation which will include supports provided and funded by the District, and the dates those supports will be put in place.
- e. Once the areas of deficiency and criteria for improvement have been determined they may not be changed.

3. During the Probationary Period

- a. During the probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.
- b. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area(s) of deficiency.
- c. During the probationary period, the evaluator shall meet with the employee at least once approximately every ten (10) school days to complete a written evaluation of the progress made by the employee, if any. The employee will have at least six (6) such meetings during the probationary process.

- i. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize such additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process and this request must be implemented by including an additional experienced evaluator assigned by Education Service District in which the school District is located and selected from a list of evaluation specialists compiled by ESD.
 - ii. The provisions of this Section referring to evaluation procedures and observation procedures will apply, unless specifically identified otherwise, to the documentation of evaluation reports during the probationary period.
 - iii. If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error material affects the effectiveness of the plan or the ability to evaluate the probationer's performance.
- d. Beginning with the probationary period, an employee may have an Association representative present during the twice-monthly conferences concerning evaluation reports.
- e. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her improvement program.
 - i. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
 - ii. The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher who has been transitioned to the revised evaluation system pursuant to the District implementation schedule must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for provisional employee or a continuing contract employee with five (5) or fewer years of experience, or of Level 3 or above for continuing contract employee with more than five (5) years of experience.

- iii. Lack of necessary improvement in the areas of deficiency during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause by the Superintendent under RCW 28A.405.300 or RCW 28A.405.210.
- iv. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment for the remainder of the school year.
 - 1) This reassignment may not displace another employee, nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year.
 - 2) If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.
- f. Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved, and which shall set forth one (1) of the following recommendations for further action:
 - i. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 - ii. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 - iii. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.
- g. Action by the Superintendent
 - i. Following a review of any report submitted pursuant to section f above, the Superintendent shall determine which of the alternative

courses of action is proper and shall take appropriate action to implement such determination.

- h. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.
- i. Records of probation and supporting documentation of an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

J. Non-Renewal (Discharge)

- 1. When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 (Unsatisfactory) for two (2) consecutive years, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15th, whichever occurs first, implement the teacher notification of discharge as provided in RCW 28A.405.300.
- 2. The teacher who is, at any time issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Section shall have ten (10) days following receipt of said notice to file a request for hearing as provided by statute or by this Agreement.

K. Evaluation Results

- 1. Evaluation results shall be used:
 - a. To acknowledge, recognize, and encourage excellence in professional performance.
 - b. To document the level of performance by a teacher of their assigned duties.
 - c. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
 - d. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- 2. Evaluation results shall not be released except as provided by law.

L. Forms

The evaluation forms are included in Addendum G.

Section 44 – Non-Classroom Certificated Staff Evaluation

- A. The primary purpose of the evaluation procedure is to improve instruction.
- B. Bargaining unit employees, except substitutes, under this Agreement will be evaluated each year in accordance with the procedures and criteria set forth in this Article.
- C. Definition of terms for this section are as follows:
 - 1. Evaluation refers to the completion of the Performance Evaluation Report for Certificated Employees attached to this Agreement.
 - 2. Observation refers to the data-gathering process necessary to complete an evaluation report.
 - 3. Evaluator refers to the administrator assigned to evaluate an employee
 - 4. Contributing evaluators refers to personnel assigned to assist the evaluator in evaluating employees. Up to two (2) contributing evaluators may be assigned to assist with an employee's evaluation.
- D. Certain factors shall be taken into account for purposes of evaluation. They are:
 - 1. Evaluators shall, in all observations/evaluations, take into account the individual differences of students assigned to the employee.
 - 2. The parties recognize that teaching strategies and techniques vary; therefore, evaluators will not base their evaluation solely on one technique or strategy.
 - 3. Evaluators will take into consideration the availability of supplies, materials, custodial, and/or maintenance services, etc.
- E. Elementary Library Information Specialists shall be evaluated using the same forms as certificated teachers.
- F. Employees involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years will not be non-renewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first year of their involuntary assignment.
- G. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report. Evaluators will accurately inform employees of their progress during the evaluation process.

- H. Within the school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.
1. Employees may have up to two contributing evaluators.
 2. Employees not regularly assigned to any school will have an evaluator assigned from within the District administrative organizational responsibility chart.
 3. The employee will be told by October 15th, or thirty (30) days after employment, who their primary evaluator and contributing evaluator(s), if any, will be. In the event there is a need for a change of evaluators, the employee shall be notified in a timely manner.
 4. Central and regional support staff may, at the direction of the principal, assist in the observation and evaluation of traveling and non-classroom certificated employees.
 5. A Mentor Program for teachers new to the district will begin during the 2001-2002 school year.
 6. An evaluator may request District-designated instructional personnel to assist in observations and evaluations.
- I. Coach/Principal Assistants (PA) in dual roles cannot evaluate anyone they currently coach and will evaluate only those teachers who were deemed satisfactory the year prior. Coach/Principal Assistants cannot evaluate anyone they coached (within the previous year)
1. For following years, in the event the PA continues as the PA and evaluator, a teacher(s) whom they have previously coached will be provided an alternate evaluator upon request.
 2. In the event that an instructional coach is also an Assistant Principal (split position) in the same building, the language above applies.
- J. Evaluation criteria: All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement, which Addenda are hereby made a part of this Agreement.
- K. Required evaluations: The District will adopt the standard of one evaluation report per regular employee per year to be completed by June 1, with additional evaluation reports as listed below:
1. All employees newly hired by the District shall be evaluated within their first ninety (90) days of employment.

2. Employees transferred during the school year will be evaluated at the time of the transfer.
 3. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date if adequate notice is given and the employee has worked at least ninety (90) days.
 4. If an employee demonstrates performance deficiencies, an additional evaluation report can be completed. This clause does not pertain to the probationary process.
 5. Any employee may request more than one evaluation per year.
- L. The following minimum observation criteria will be met before an evaluation report can be completed:
1. A minimum of one observation for a total of thirty (30) continuous minutes shall be required for the evaluation of new employees under paragraph K.1 of this section.
 2. Each regular employee shall be observed at least twice in the performance of their assigned duties.
 3. Total observation time will be at least sixty (60) minutes per year.
 4. Except during a probationary period, a minimum of one (1) observation for thirty (30) continuous minutes will be scheduled with the employee as an announced observation.
 5. Other observations may be unannounced, but the District agrees that the number of unannounced observations will not be excessive and will follow the building norm except in unusual circumstances; i.e., if an employee either evidences performance deficiencies that may lead to probation or is on probation.
 6. When an administrator observes an employee, they will inform the employee whether or not they are in the room for evaluation observation purposes as soon as appropriate after entering the room.
 7. Written feedback for evaluation observation purposes will be given to the employee in a timely manner.
 8. Either the employee or the observer can request a conference concerning the observation.
- M. Upon completion of an evaluation by the evaluator, the employee shall be provided with a copy of the evaluation report.
1. The employee shall sign the District's copy of the evaluation report to indicate that they have received a copy of the report. The signature of the employee does not,

however, necessarily imply that the employee agrees with the contents of the evaluation report.

2. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the Human Resources office; or they may be forwarded to the Human Resources office within seven (7) school days following the evaluation conference.
3. Following completion of each evaluation report required under paragraph L of this section, a meeting shall be held between the evaluator and the employee to discuss the report, unless when signing the evaluation report the employee indicates no desire for such a meeting.
4. In the event any final evaluation report indicates the employee has been rated "unsatisfactory" in one (1) or more of the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s). In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinator, department leader, psychologist, fellow teacher) to observe the employee's performance and make recommendation for improvement. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee.

N. Probation

1. This section applies to all employees except provisional employees as defined by RCW 28A.405.220.1.
2. Evaluator's Report –
 - a. At any time after October 15th of any school year, but no later than February 1st, a non-provisional employee whose work is judged unsatisfactory based on district evaluation criteria, shall be notified in writing of the specific areas of deficiency along with a reasonable program for improvement.
3. Establishment of Probationary Period
 - a. When the Superintendent concurs with an evaluator's judgment that the performance of an employee is unsatisfactory, a probationary period of sixty school days (for both part-time and full-time employees) shall be established by the Superintendent.
 - b. The Superintendent shall give written notice to the employee of:

- i. the duration of the probationary period;
 - ii. a reasonable program for improvement; and
 - iii. the fact that the purpose of the probation is to give the employee an opportunity to demonstrate improvement.
- c. At or about the time of delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

4. During the Probationary Period

- a. During the probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the district.
- b. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area(s) of deficiency.
- c. During the probationary period, the evaluator shall meet with the employee at least once approximately every (10) ten school days to a written evaluation of the progress, if any, made by the employee. The employee will have at least six (6) such meetings during the probationary process. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. The provisions of this Article referring to evaluation procedures and observation procedures will apply, unless specifically identified otherwise, to the documentation of evaluation reports during the probationary period.
- d. Beginning with the probationary period, an employee may have an Association representative present during the twice-monthly conferences concerning evaluation reports.
- e. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her improvement program. In this event a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation. Lack of necessary improvement in the areas of deficiency during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause by the Superintendent.

- f. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment for the remainder of the school year. This reassignment may not displace another employee, nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year. If such reassignment is not possible the district may, at its option, place the employee on paid leave for the balance of the contract term.
- O. Mechanical and/or electronic devices may be used for the improvement of instruction but shall not be the primary basis for a negative evaluation. Employees shall receive prior notice of the use of electronic devices and employees shall have the right to refuse to participate in the use of electronic devices. Intercom systems between workstations and the building office will be used solely for communication.
- P. After a certificated staff member has four (4) years of satisfactory evaluations, the District may use a "short form of evaluation" with them as long as the employee is in agreement.
 - 1. The short form evaluation will be called Option 2 and it will include:
 - a. One 30-minute observation during the school year with a written summary for the staff member and the supervisor.
 - b. A written annual evaluation using the Annual Evaluation Form for the staff member and the individual's personnel file.
 - 2. The short form evaluation process may not be used as a basis for determining that an individual's work is unsatisfactory or probable cause for non-renewal of an individual's contract.
 - 3. An employee may only remain on the short form option for three consecutive years. The summative evaluation process (Option 1) is required every fourth year for all certificated employees.
 - 4. Either the employee or the District will have the right to terminate the use of the short format the end of the school year and to use the summative evaluation process (Option 1) or agree to use the professional growth process (Option 3) the following year.
- Q. Employees who meet Option 2 criteria and submit their end-of-year retirement notification to Human Resources by October 15th are able to select Option 2.
- R. After a certificated staff member has four (4) years of satisfactory evaluations, the employee and the district may agree to use a professional growth process as an evaluation option. The professional growth plan option will be referred to as Option 3. It will be a process that is (by law) teacher-centered, encourages collaboration and support,

and includes self-evaluation and goalsetting. Observations and comments related to Option 3, with the exception of the annual Professional Growth Plan Verification Form, will not be included as part of the certificated employee's permanent record.

1. The professional growth plan option is available to certificated staff members who have completed four (4) consecutive successful summative evaluations in the Spokane Public Schools. The decision to participate in the professional growth plan option is to be made jointly by the employee and the supervisor no later than June 1st in order to participate in the option beginning the following September.
2. The staff member and the supervisor share the responsibility for the professional growth plan option. The fundamental activity of this option is the development of specific instructional and/or direct job-related goals by staff member in accordance with their potential impact on student learning.
3. Collaboration is heartily encouraged as a part of Option 3. Individuals may elect to involve colleagues in observation, data collection, or as collaborators. Certificated staff may choose to work in teams, department groups, or grade levels. The supervisor acts as a coach, observer, facilitator, and/or data collector.
4. The PGP option may not be used as a basis for determining that an individual's work is unsatisfactory or probable cause for non-renewal of an individual's contract.
5. Eligible certificated staff may participate in the professional growth plan option for no more than three (3) consecutive years. Every fourth year, the summative evaluation (Option 1) is required.
6. Either the employee or the District will have the right to terminate the use of the PGP process at the end of a school year and to use the summative evaluation process (Option 1) or agree to use the short form evaluation (Option 2) for the following year.
7. A PGP information packet will be available as a reference to employees considering the PGP option. It will clarify the process, offer goal setting guidelines and suggestions, and provide a menu of self-assessment instruments.
8. By October 15th, individual certificated staff members are required to complete the Professional Growth Option Planning Form and are required to discuss the plans with their supervisors. Participants will present their goal(s), areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods for self-evaluating growth towards the goal(s). The plan may include, if the employees choose, observation and comment by peers and/or students and/or parents. Such observations and comments will become the property of individual staff members and will not be placed in permanent records. During this Fall meeting, supervisors may serve as collaborators, providing

assistance in clarifying and refining the goal(s). Both the supervisor and the certificated staff member will sign off on the planning form.

9. A minimum of sixty (60) minutes of documented conversation, meeting/observations and/or feedback by the supervisor is required annually. The sixty (60) minutes does not need to be continuous. The certificated staff member and the supervisor will meet formally and informally throughout the year to discuss progress on the goal(s) and to determine if additional resources or support are needed. Records, data, and notes will be kept on the Certificated Staff Professional Growth Log which becomes the property of the staff member and will not be included in the employee's permanent records.
10. Prior to June 1st, a final meeting will be held to review the goal(s), the activities related to the goal(s), and the analysis of data throughout the year such as surveys or comments collected by the staff member. At this meeting, both the staff member and the supervisor will sign the Professional Growth Verification Form which verifies that the staff member has met statutory requirements. Only the Professional Growth Verification Form will be placed in the individual staff member's permanent records. (All other notes and documents will be returned to the employee at the completion of the goal.)
11. At the final meeting, the certificated staff member or the supervisor may elect a return to Option 1 for the following year OR the certificated staff member may be required to return to the summative evaluation process (Option 1) if no longer eligible to participate in the Professional Growth Option. Eligibility is for a maximum of three (3) years away from the longform summative evaluation.
12. If the supervisor requires the employee to return to Option 1 before the end of the four (4) year cycle without adequate evidence, the employee may request an appeal of the supervisor's decision to Labor Management.

Section 45 – Summer Mail Delivery

- A. During the summer months, the District will maintain mail delivery to a designated spot at each work site at least once a week.

Section 46 – Training

- A. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at the certificated supplemental rate of pay or utilize PERT hours if outside the workday.
- B. The District shall provide new curriculum/materials training and/or support for teachers impacted by curricula adoption(s).

1. Teachers will choose to either attend a training session scheduled inside or outside of the workday.
 2. The District will provide the certificated supplemental rate of pay for new curriculum/materials training that occurs outside of the normally scheduled work hours.
- C. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.
1. The BEST Mentor program will provide support for all new teachers in the District.
- D. ELD Standards, Curriculum, Testing, & Training
1. When new standards are introduced by the state, employees working in ELD will have opportunities to attend trainings during and outside the school day regarding the standards and begin to implement the new standards into practice. For training held outside the workday, the employee will be compensated at the certificated supplemental rate of pay or the employee may utilize PERT hours.
 - a. These trainings may be a blend of live and on-line training and will be offered at multiple locations and various times. When possible, these trainings will be recorded for employee reference.
 - b. Elementary ELD teachers will collaborate with classroom teachers to support them around ELD standards. The ELD teacher, in conjunction with the classroom teacher, using classroom data, will determine whether a student should be served through a push-in or pull-out model. The push-in model means less ELD pull-out minutes in order to increase time in the home classroom setting.
 2. ELD teachers at the elementary level shall have access to students by the 2nd week of school for pre-assessment testing. Beginning in the 3rd and 4th weeks of school, language acquisition instruction/direct ELD instruction shall begin when possible.
 - a. Upon request by the employee, the ELD Director will communicate with the building administrator to problem solve flexibility of schedules for administration of initial and annual state assessments, curriculum unit assessments and pre and post curriculum assessments.
 3. If elementary students enroll and are present at the intake meeting at the FROC, the placement test will be administered at the FROC and not the school site.

- a. Teachers with first grade students new to the country, who score a one (1) on the initial placement test, shall not be required to give the REACH first grade pre-test but will be required to enter scores of zero (0) for the pre-test. It will be the responsibility of the ELD teacher to enter the scores of zero (0).
- 4. The ELD department administers assessments through the use of an online platform.
 - a. Training shall be provided to all ELD teachers around how to administer online District ELD assessments.
 - b. The District will offer mandatory inter-rater reliability training for all new ELD teachers as part of the nine (9) program directed enrichment hours. The District will provide rubrics and exemplars/anchor papers to help in this process.
 - c. The Director of ELD will provide annual training which includes two-way dialogue between the director and ELD teachers about the purpose of ELD assessments and how the assessment data can assist in improving student achievement.
- E. In Special Education, new requirements added to the workload due to compliance findings or federal/state law changes will be supported by training rolled out during program/department time. In addition, implications of these changes will be discussed at Labor Management.

Section 47 – Student Workplace Training Opportunities

- A. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members.
- B. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
 - 1. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.
 - 2. In order to be qualified to have student teachers or interns, employees shall not be on provisional 1 status and must have a satisfactory evaluation.

Section 48 – School Calendar

- A. The adopted calendars are found in Addendum D of this Agreement.
- B. During the 2023-24 school year, the District and the Association will come together to discuss the 2025-26 school calendar based on the concepts outlined in the current CBA, and will be published by February 2025.

Between the 2023-24 and 2024-25 school years, the District will create a workgroup to be inclusive of community, staff, and District representatives, to discuss future academic calendar school years for the 2026-27 school year and beyond.

- C. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
 - 1. The three (3) consecutive days prior to the first day of Launch Conferences shall be workdays for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher workday. The order of these days shall be determined by the affected members in each building.
 - 2. Launch Conferences will be Thursday and Friday before Labor Day.
 - 3. The first day of instruction shall be the Tuesday after Labor Day.
 - 4. Kindergarten will have a staggered start for the beginning of the school year. Classes will be divided into “A” and “B” groups. The groups will alternate for four (4) days.
 - a. At the teacher’s discretion, a kindergarten and 1st grade combination class, may determine if kindergarten students will follow an A/B rotation schedule. First grade students will attend daily.
 - 5. Labor Day, Veteran’s Day (observed), Martin Luther King’s Birthday, President’s Day, Juneteenth, and Memorial Day shall be non-student days.
 - 6. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working days. When not feasible, the day before Thanksgiving will be a half day.
 - 7. Winter Break shall be two (2) weeks long and shall be inclusive of three (3) weekends. When not feasible, the parties will come together to schedule the break.
 - 8. Spring Break shall be the first full week of April.
 - 9. Professional Learning Improvement days and Collaboration days will be designated in the attached calendars.

10. The conference schedule is addressed in the parent teacher conference section.
11. Semester Break Day is designated in the attached calendars. This shall be a non-student day unless the day is needed for a Weather Make-up Day. Every reasonable effort will be made to provide notification at least two (2) calendar weeks prior to using this day as a designated weather/emergency make-up day.
12. The last day of the school year will be a half-day for students. It shall be a three (3) hours day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees must work their assigned hours or take leave. End of year check-out may not interrupt instruction.
13. Weather/Emergency make-up: For the 2022-2023 school year, no weather/emergency days will be built into the school year and will be placed after the last day of school. For the 2023-24 school year, one (1) weather/emergency day will be built into the calendar. In subsequent years, three (3) weather/emergency days will be built into the calendar. If weather make-up days are necessary, they will be used in the order designated on the published calendars. Every reasonable effort will be made to provide notification at least one (1) week prior to using a designated weather/emergency make-up day.

Section 49 – Walkthroughs

- A. A walkthrough does not constitute an observation for the purpose of annual evaluation.
- B. The District will make every effort to minimize the disruption to student learning by limiting the number of participants in a walkthrough.
- C. If other than the building administrator(s) will be participating, advanced notice of the walkthrough will be communicated to the staff.
- D. Walkthrough Definitions:
 1. School-Wide/District Walkthrough: A visit to the classroom by more than one administrator for the purpose of observing, learning and providing feedback regarding school and/or District goals.
 - a. The involved instructional staff and/or building shall receive written feedback as a result of the walkthrough.
 2. Principal Walkthrough: A visit to the classroom by site administrator for the purpose of observing, learning and providing feedback regarding classroom instruction and management. This provision does not limit the ability of principals to be in classrooms for a variety of reasons.

- a. A signal will be developed between site administrator and staff to indicate the administrator is there for the purpose of an unannounced observation versus a walkthrough.
 - b. If the administrator makes written notes regarding classroom instruction and management, feedback will be given at the request of the employee.
- 3. Peer Walkthrough: A visit to the classroom by one (1) or more colleagues for the purpose of observing, learning and providing feedback regarding instruction.
 - a. Employees must agree to participate in peer walkthroughs.
 - b. A protocol must be agreed upon by staff prior to peer walkthroughs.
 - c. Copies of any written feedback shall be provided to the observed employee.

Section 50 – Volunteer Opportunities

- A. Volunteers shall not do work normally assigned to bargaining unit members. No volunteer shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any volunteer prevent the employment of persons who would otherwise be hired.
- B. If volunteers are involved in activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision to the volunteer.
- C. Volunteers wishing to complete a project that would normally be assigned to bargaining unit members shall follow the Volunteer and Community Support Program process in accordance with Spokane Public Schools Policy and Procedures.

ARTICLE V – LEAVES & LEAVES OF ABSENCE

Section 1 – Notice

- A. Except for short-term substitutes, an employee finding it necessary to be absent from work under one (1) of the following procedures should give ample notice to their supervisor or principal so that arrangements can be made to care for that employee's responsibilities.
 - 1. Such absence should be approved in advance and a deduction may be made in pay as determined under the appropriate provision.
 - 2. In instances where notice cannot be given in advance, the employee shall contact their principal/supervisor as soon as reasonably possible.

Section 2 – Sick, Family Care, and Emergency Leave

- A. Employees will be allowed a total of twelve (12) days per school year on a prorated basis for sick, family care, and emergency leave combined. These days shall be front loaded each year.
 - 1. Such leave shall be cumulative from year to year to a maximum of 180 days or the equivalent number of hours.
 - 2. Sick leave shall be administered pursuant to state law.
 - 3. Leave shall be pro-rated for the following reasons:
 - a. Part-time employment
 - b. Beginning employment after the start of school.
 - c. Participation in public service, miscellaneous leaves, and sabbatical leaves extending for twenty-one (21) days or more.
 - d. If the contract is terminated during the year for other than health reasons, the days allowed for the current year will be prorated to those days used but not earned.
 - 4. Employees who use, and are paid for, the yearly allowable sick leave days, but who do not report to work during the school year, will reimburse the District for any sick leave pay given.
- B. Sick Leave

1. Sick leave is defined as days of absence from duty because of personal injury or sickness.
2. No deduction is made in compensation of the employee, provided the employee has a compensated leave balance.
3. After an illness of five (5) consecutive days, or if an employee exhibits a pattern of absence that suggests an abuse of sick leave, the employee may be asked to present a doctor's statement attesting to the illness or injury necessitating the employee's continued absence.
 - a. An employee may request shared leave or unpaid leave as described later in this section.
4. The District has the right to require an examination by a physician mutually agreed upon by the District and the employee.
 - a. A contract will not be issued for the ensuing year unless the employee has provided the District with a physician's statement which provides the District with a reasonable assurance that the employee's physical/mental status is such that the employee will be able to fulfill their contractual obligation.
 - b. The District has the right to deny continued absence on unpaid sick leave.

C. Family Care

1. Employees shall be allowed to use their accrued sick leave to care for immediate family members with a health condition that requires treatment or supervision.
2. Abuse of sick leave may be subject to disciplinary action as found in the Progressive Discipline section.

D. Emergency Leave

1. This leave is intended for problems for which preplanning is either not possible or could not relieve the necessity for the employee's absence (i.e., court appearance, religious holidays, funeral of a friend, etc.). Such emergency leave shall be deducted from available sick leave, up to and including, twelve (12) days per year.
 - a. Employees shall be allowed to use accrued sick leave for a child of the employee with a health condition that requires treatment or supervision;
or

- b. Employees shall be allowed to use accrued sick leave for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.
- 2. The employee shall provide the District with an explanation of the purpose of the leave.
- 3. If an emergency leave request is based on a need for a court appearance, a copy of the summons or subpoena must accompany the request.
- 4. Emergency leave will not be allowed to employees when such leave requested is based on Association and/or class action grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, emergency leave may be granted to the individual, if such relief is awarded by the hearing body.
- 5. Employees who are members of recognized religious groups have the right to request, in advance through Human Resources, up to three (3) days per work year of non-accumulating accommodation leave when:
 - a. The recognized religious group celebrates a holy day or religious holiday and
 - b. Requires attendance at the celebration and
 - c. The celebration is only scheduled at a time which conflicts with the employee's scheduled workday and shift.
- E. Employees absent because of sick, family, and emergency leave may not serve in other forms of gainful employment beyond the gainful employment that has been a regular part of the employee's work week prior to the sick, family, and emergency absence. To do so may constitute a breach of contract.
- F. Employee Attendance Incentive Program
 - 1. This provision shall be consistent with RCW 28A.400 and shall be administered in accordance with state statute.
 - 2. Twelve (12) days of sick leave may be accumulated per year to a maximum of 180 days.
 - 3. After sixty (60) days of sick leave have been accrued, an employee may exercise the option to receive remuneration for unused sick leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days.

4. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
5. Employees who are eligible to retire and who separate from District employment shall be qualified to be remunerated at a rate equal to one (1) day's current compensation for each four (4) days of accrued sick leave. The maximum number of days which can be remunerated is twenty-five (25) percent of 180 days or a total of forty-five (45) days.
6. In accordance with state law, separation from District employment due to death qualifies for the remuneration noted in the previous paragraph of this section.

Section 3 – Shared Leave

A. An employee is eligible to receive shared leave under the following circumstances:

1. The employee:
 - a. Suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is extraordinary or severe in nature;
 - b. Is a victim of domestic violence, sexual assault, or stalking;
 - c. Needs the time for parental leave, to include bonding with an employee's newborn, adoptive or foster child.
 - i. Employees accessing shared leave for this purpose may maintain up to forty (40) hours of accrued leave in reserve.
 - ii. This leave can be up to sixteen (16) weeks after the birth or placement of the child and must be used within the first twelve (12) months after the birth or placement.
 - d. Is sick or temporarily disabled because of pregnancy disability.
 - i. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of annual leave and forty (40) of sick leave in reserve.
 - e. Serves, or has served, the country in one and meets one or more of the following criteria:
 - i. Has been called to serve in the uniformed services;

- ii. Has the needed skills to assist in responding to a state of emergency declared within the United States or the aftermath of such an emergency and the employee volunteers his or her services to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the agency or nonprofit organization accepts the employee's offer of volunteer service.
 - iii. Is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, as is attending medical appointments or treatments for a service-connected injury or disability.
 - iv. Is a spouse of a current member of the uniformed services or a veteran as defined by RCW 41.04.005 who is attending medical appointments or treatments for a service-connected injury or treatment.
 - 2. The condition or conditions listed above must cause, or be likely to cause, the employee to go on leave without pay or terminate employment.
 - 3. The employee has exhausted or will shortly exhaust leave in accordance with WAC 392-136A-040.
 - 4. The employee has abided by District policies regarding sick leave use or military leave use.
 - 5. If the illness or injury is work related, the employee has diligently pursued and been found to be ineligible for benefits under chapter 51.32 RCW.
 - 6. The employee's job is one in which annual leave, sick leave, military leave, or personal holiday can be used and accrued.
- B. An employee may donate annual leave or sick leave to an employee who is eligible for shared leave under the following conditions:
- 1. Annual leave – an employee may donate any amount of annual leave provided the donation does not cause the leave donor's leave balance to fall below ten (10) days. Annual leave means vacation leave and personal leave that an employee accrues. The leave donor cannot donate excess annual leave that the leave donor would not be able to take because of an approaching date after which the annual leave cannot be used.
 - 2. Sick Leave – an employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in their sick leave

accounting going below twenty-two (22) days. Sick leave means leave granted to an employee for the purpose of absence from work with pay in the event of illness, injury, and emergencies as authorized by RCW 28A.400.300.

3. Subject to any limitations, employees may donate up to six (6) days during any twelve (12) month period.
- C. The District determines the amount of shared leave, if any, an employee may receive. However, an employee cannot receive more than five hundred twenty-two (522) days of shared leave during total District employment.
- D. Leave will be donated, calculated, and received on a full day incremental basis.
- E. While an employee exercises leave transferred under this section, they shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
- F. Any shared leave not used by the leave recipient during each incident or occurrence as determined by the District must be returned to the leave donor.

Section 4 – Maternity Leave

- A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.
 1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
 2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.
 3. An employee is eligible for a leave of absence for the period of time that they are sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five (5) days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.
 4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.

5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day their physician indicated as the beginning of their disability.
 - b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
 - c. A long-term substitute may be placed in the employee's position during the period of absence.
6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

Section 5 – Parenting Leave

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.
- B. This applies to regular childbirth as well as adoption and long-term fostering of a child.
- C. This leave is in addition to maternity leave under Section 3 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Paid Family and Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 6 – Family and Medical Leave (FMLA)

- A. Any eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1st – August 31st), as provided for in District Policy. (See Addendum B).

Section 7 – Paid Family and Medical Leave (PFML)

- A. Washington State Paid Family and Medical Leave (PFML) is a program managed by the Washington State Employment Department. The program commenced on January 1st, 2020, and employees may be eligible to receive this benefit under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. When requesting information about leave options, employees will be given basic benefit information provided by PFML. Employees will need to contact with Washington State Employment Security Department for detailed information and to apply for the benefits.

Section 8 – Personal Leave

- A. Employees shall be granted two (2) personal leave days.
- B. The request for personal leave must be made by the end of the prior regularly scheduled workday.
- C. The employee is not required to state the reasons for the request to take such leave days.
- D. These leave days are separate from sick, family, and emergency leave days.
 - 1. These leave days can be accumulated to a total of five (5) days. Any employee wishing to utilize more than three (3) personal leave days consecutively may do so.
 - 2. Employees who elect to not utilize these days will receive an amount equal to one (1) day's pay for each unused day.
 - 3. These days are prorated for a partial year worked.
- E. Access to personal leave days immediately before or after holidays or school break periods or the first five (5) working days of the year will be capped at one hundred (100) requests. These days will be made available on a first-come, first-served basis beginning with the first teacher workday of the school year. Requests must be submitted into the substitute system (Frontline).

- F. In the event that the District is not able to staff the program with qualified replacements, the above language will be renegotiated to successor language.
- G. Personal leave will not be allowed to employees when such leave requested is based on Association grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, personal leave may be granted to the individual if such relief is awarded by the hearing body.

Section 9 – Temporary Absence

- A. An employee who needs to be absent from duty for a period of less than two (2) hours for an emergency (including doctor's appointments), community service, or an educational growth activity may be excused by the principal or supervisor without loss of pay, if, in the judgment of the principal or supervisor, duties can be covered to the satisfaction of all concerned. This absence will not be used more than twice per year.

Section 10 – Bereavement Leave

- A. Each employee shall be granted a maximum of five (5) days per incident of bereavement leave. These days must be taken in full day increments. Such leave shall be granted in incidence of a death of someone in the employee's immediate family (including stepfamily) with pay for a period of up to five (5) days. Immediate family is defined as parent, parent-in-law, grandparent, grandchild, brother, sister, spouse or domestic partner, son, daughter, or other dependent child. Domestic partners must be registered with the State or the District must have an affidavit of Domestic Partnership already on file for benefit purposes.
- B. Absences due to the death of a near relative in the employee's family shall be allowed for a period of up to two (2) days. Near relative is defined as nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent-in-law.
- C. In special cases, the superintendent or designee may extend or grant additional days.
- D. Funerals and attendance to other business related to personal loss not covered in Paragraphs A, B, and C above may involve the use of emergency leave or vacation.

Section 11 – Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to their giving such jury service.
- B. When an employee is required to actually perform jury duty, they shall do so without loss of pay and/or benefits.

- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, they shall return to the building for assignment.

Section 12 – Subpoena Leave

- A. District employees subpoenaed to testify on school-related business or matters will be granted release time, not to be deducted from their sick leave or vacation time.

Section 13 – Educational meetings and Community Service Leave

- A. All certificated employees shall be given consideration for travel to subject area, Association, curriculum, and improvement of instruction meetings. If mutually agreed, the employee may attend such a meeting and reimburse the cost of the substitute. If a request to attend a meeting is denied, the employee will be excused upon request, at a full deduction of salary, provided substitute arrangements can be made.
- B. Upon approval of the superintendent or designee, employees representing the District will be excused with travel and expenses related to the absence paid by the District.
- C. Upon approval of the superintendent or designee, employees representing subject matter and other special professional organizations will be excused without reimbursement for travel and expenses related to the absence. Such activities are normally expected to be held on curriculum days.
- D. Employees requesting to attend meetings for educational and professional growth under conditions not covered under provision C above, will be allowed to attend such meetings provided that a qualified substitute is available and timely notification is provided to the District. Such attendance will be with a full deduction of salary.
- E. An employee representing the District may be excused by their principal or supervisor to attend an educational related activity in Spokane County without submitting a request to the superintendent provided, in the judgment of the principal, their duties can be properly covered to the satisfaction of all concerned and at no additional cost to the District.
- F. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization.

Section 14 – Public Service Leave

- A. It shall be the District's policy to relieve employees of their school responsibilities to participate in the state legislature or other elected positions related to public service without pay during the term of such office. Should an individual concerned find it necessary to leave their school post at times other than their elected term, each situation will be handled individually upon the request of the employee.
- B. Public service leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for such employee(s).

Section 15 – Military Leave

- A. The District will grant military leave as provided by law to each staff member who is a member of a United States Military Reserve Unit, a member of the Washington National Guard, or a member of any organized reserve or armed forces of the United States. In addition, other provisions may apply to spouse, child, or parent. Military Leave is provided under USERRA and by RCW.38.40.060.

Section 16 – Education Leaves

- A. Employees who desire to further their education may request to move from full-time to part-time or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half time. The employee will request the leave in writing.
- B. Upon approval by the District, an employee may take up to one (1) year leave of absence for education without pay or District contribution to benefits. Upon return, the employee will be placed in the same position or a similar position for which they are qualified, if a position is available at time of return.

Section 17 – Association president's Leave

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which they are president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.
- B. The Association will maintain a record of all days of absence under sick, family, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.

- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 18 – Association Leave

- A. The District shall provide to the Association an aggregate of 250 total days for all bargaining units represented by the Association each school year for the purpose Association leave.
- B. Use of such leave shall be approved by the president of the Association.
- C. The Association shall provide the full salary costs for the employee's absence when substitutes are required.
- D. Release time for Washington Education Association (WEA) board members, National Education Association (NEA) board members, and arbitration witnesses shall not be counted against this leave total.
- E. The District will provide substitute time for all joint committee meetings as need that meet during the workday.
 - 1. Substitute time for joint committees will not be counted against Association leave days
 - 2. Prior to the establishment of any joint committees, the District and the Association will agree as to the numbers and make-up of the joint committees.
 - 3. All joint committees will strive to minimize impact on school activities by scheduling meetings outside of the school day.

Section 19 – Miscellaneous Leaves

- A. Other leaves may be granted for up to one (1) year without pay or District payment of insurance premiums, unless indicated otherwise below, upon recommendation of the superintendent and approval of the Board.
- B. Upon request of the employee, leave may be renewed for up to one (1) year.
- C. Special conditions of the leave shall be put in writing at the time the leave is granted.
- D. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and conditions of the employee's contractual relationship

with the District and may, at the sole discretion of the District, be cause for disciplinary action which may include termination.

E. The following types of leaves will be considered under this Provision:

1. Extensive travel – must be in the best interest of the District.
2. Foreign exchange teaching – sick leave and salary benefits shall accrue to the teacher on exchange in the same manner as though the employee were teaching in Spokane. It will be the responsibility of the individual employee to present official documentation of attendance during the exchange teaching assignment.
3. U.S. Civil Service or Department of Defense foreign teaching.
4. Health – must be the employee or a member of the employee's immediate family.
5. Child-rearing – if not covered under family and medical leave
6. Other educational service – must be deemed beneficial to the District.
7. Unspecified leave – a leave for good cause which does not fall under one of the specified reasons but is judged to be in the best interest of the District.

F. Experience credit on the salary schedule and accrued sick leave at the time of the leave will apply on return from the leave with the exception of foreign exchange teaching. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from contract duties. An employee on an unpaid leave may continue their choice of District-offered insurance if the employee pays the premium cost directly to the carrier.

G. The employee shall provide notice to the District of their intent to return to work by April 1st.

Section 20 – Sabbatical Leaves

- A. Up to one (1) year for advanced study may be granted at the discretion of the Board to certificated employees who have served in the District a minimum of seven (7) consecutive years and whose work is satisfactory.
- B. In recommending sabbatical applicants to the Board, the superintendent will give consideration to the present or near-future assignments of the various applicants; to fellowships, scholarships, assistantships, or grants already awarded to the various applicants; to the potential years of service to the District; to the most beneficial use to the District; and to the budgetary limitations of the District.

- C. In no case would the salary paid by the District and the funds received under a grant, etc., exceed one hundred percent (100%) of the basic contract salary which they would have received under regular employment with the District.
- D. An individual seeking sabbatical leave must initiate the request by completing and submitting a Sabbatical Leave Form available in the District Human Resources office by March 1st, of the year preceding the proposed sabbatical leave.
- E. An employee on sabbatical leave shall be contracted at fifty percent (50%) of the employee's basic contract salary for the period during which the sabbatical leave is taken.
- F. The total number of persons on sabbatical leave shall not exceed one percent (1%) of the total number of certificated employees; however, the number of participants shall be determined by the Board.
- G. An employee on sabbatical leave may not engage in employment other than that associated with the applicant's pursuance of an advanced degree or additional college. Work, such as, teaching fellowships or teaching assistantships, etc., without a reduction in the sabbatical stipend.
- H. An employee returning from sabbatical leave shall be returned to an assignment of comparable salary and work year to that from which the leave was taken, unless a change is mutually agreed upon by the District and the employee.
- I. An employee is expected to return to the District for a minimum of one (1) year of service following a sabbatical leave. An employee failing to return will be required to repay the District salary and fringe benefit contributions. An employee will be required to adhere to District policy as specified by the District Sabbatical Leave Form.
- J. An employee may continue insurance benefits by prepaying to the business office such amounts as are necessary to cover the cost of fifty percent (50%) or one half (½) of the premium.
- K. Sabbatical leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for employee(s).

Section 21 – Return from Leave

- A. Certificated employees returning from leave shall be returned to their former teaching position if the if the position is available.
- B. If the position that the employee held immediately prior to leave is not available and the employee is assigned into another teaching position, the employee shall have the option to be considered as an involuntary transfer for purposes of pooling options.

- C. If the employee returning from leave requests and is granted an alternative assignment, the aforementioned rights are not applicable.
- D. Notice of return to work must be made in time to give adequate notice to the employee's replacement.

Section 22 – Insurance Premiums While on Leave

- A. The employee may continue District-sponsored insurance programs while on leave by paying the premiums directly to the insurance company.

ARTICLE VI – SALARY AND BENEFITS

Section 1 – Method of Payment

- A. The Salary schedule is attached as Addendum A.
- B. Except for short-term substitutes, employees will be paid in twelve (12) monthly installments. Electronic deposits of employee net pay will be issued to employees on the last working day of the payroll office each calendar month.
- C. An employee receiving an overpayment or underpayment has an obligation to notify the payroll office. Errors made in payment will be corrected in the current payroll period when possible, or the next payroll period, with due consideration given to avoiding employee hardships.
 - 1. Employees who are underpaid by the District shall be retroactively paid back to the start of underpayment.
 - 2. Employees who receive an overpayment by the District will have the following options for repayment, provided that the total monthly amount being paid back, even in multiple instances of overpayments, is a minimum of \$25 and does not require the employee to repay more than five percent (5%) of the employee's disposable earnings. Additional overpayment options may be utilized, if approved, when unique circumstances exist:
 - a. Lump sum repayment.
 - b. Equal payments to be completed by the end of the school year.
 - c. Equal payments spread over one year.
 - d. If an employee terminates, the remainder of any overpayment shall be due in full and taken out of the final payroll earnings statement.
 - e. Repayment will begin in the warrant following individual notification that such repayment is necessary.
 - 3. In the event the District identifies an overpayment or underpayment prior to payday, the District will notify the employee of the error. If the error is an underpayment, the District will provide a separate payment to the employee on payday to correct the underpayment. If the error is an overpayment, the employee will be required to provide a lump sum payment for the overpayment on payday.
- D. Any error which results in incorrect salary schedule placement will be corrected by District payment or employee repayment only from the present year. Prior year's

placement error will be adjusted only if such error is brought to the attention of the Human Resources department of the District prior to October 1st of the present year.

- E. An employee who is leaving the District shall be paid compensation for which the employee is eligible without undue delay. The deferred payroll system makes it necessary for an employee to furnish the Human Resources office with a written resignation no later than May 15th in order to receive full payment in June.
- F. The District will provide a payroll earnings statement to include the specific breakdown of all deductions made from the gross salary amount; the current accumulated sick, injury, and emergency leave; and the amount of sick, injury, and emergency leave used during the previous pay period.

Section 2 – Salary Improvement

- A. During the life of this agreement, the District shall distribute its inflationary adjustment allocation for salaries and salary-related benefits received from the state as follows:
 - 1. The inflationary adjustment allocation dollar amount (that is, the actual dollar amount received from the state) shall be applied as a percentage across the salary schedule.
 - 2. In the event the Salary Rebase Committee determines adjustments to funds that will be sent to the districts, the District and Association will meet to discuss how these funding adjustments will be implemented.
- B. The current salary schedule is listed under Addendum A of this Agreement.
 - 1. For the 2022-23 school year, the salary schedule shall increase by 5.5%.
 - 2. For the 2023-24 school year, the salary schedule shall increase by IPD.
 - 3. For the 2024-25 school year, the salary schedule shall increase by IPD.

Section 3 – Compliance

- A. In the event that any provision of the compensation improvement combination as stated herein, in the opinion of the Office of the Superintendent of Public Instruction or other agency with governing jurisdiction, places the District in violation of any compliance regulation, the District may take steps as necessary to adjust the compensation improvement to the extent that compliance is achieved, and shall consult with and supply documentation to the Association.

- B. Either party may reopen negotiations after the effective date of any such action, provided that fifteen (15) working days' notice of intent to reopen negotiations is given in writing to the other party. The parties agree that the notice shall contain a reference to the action upon which therequest to negotiate is based.

Section 4 – General Provisions for Salary Schedule

A. Salary Schedule Placement and Advancement:

Each certificated instructional employee shall be placed on the highest step possible of the salary schedule based on the employee's highest degree level, total eligible education credits, and certificated years of experience as defined in this agreement. Previous experience and education credits for new employees shall be applied in the same manner as if those credits and experience had been earned while in the District.

Employees will have until the last working day in September each year of the contract to report experience and education to the District Human Resources department for use in placement and advancement on the salary schedule. Employees hired after the first day of the school year must have their college and experience credits on file with the Human Resources Office by October 15th or within sixty (60) days of their first day of work, whichever is later for placement on the salary schedule for the current school year.

The District will provide the experience increments and educational advancement for credit on file as of October 1st of each year. Advancement for work experience requires the employee complete one (1) year of work experience in a position requiring a certificate.

Once initially placed, to advance on the salary schedule due to education credits, employees are responsible for providing documentation of completed academic credit and in-service (clock hours). All education credits submitted by the last working day of September shall be used in calculating the advancement for the employee. The annual salary shall be paid retroactively to September 1st of that year.

Accumulation and computing of credits (experience and education) shall use two decimal places. When calculations require rounding, a decimal ending with a five (5) or higher is rounded up; a decimal ending with a four (4) or lower is rounded down.

B. Definition and Accrual of Certificated Employment Experience:

Employees will accumulate full-time and part-time certificated employment experience for any employment in a public or private school requiring certification for which the employee held an education certificate or permit.

When experience credit has been earned outside the District, full-time equivalency shall be determined by the previous employer of record and verified by the employee having

the previous employer(s) complete an employment verification form. In-District full-time equivalency per year equal the number of hours in a full-time day multiplied by the number of full-time days per school year (7 hours times 180 days)

Substitute days are accumulated as part-time professional education employment and may be accrued up to 1.0 FTE per twelve (12) month period.

No more than 1.0 FTE per year of work experience may be earned during any traditional academic year or during any twelve (12) month period. Time on an unpaid leave of absence may not be used for accrual.

Work experience must be earned prior to the current reporting school year and can be earned in the state of Washington, out-of-state, and in a foreign country. Employees may also earn certificated employment experience for positions which require comparable certification in private or public vocational-technical schools, technical colleges, community/junior colleges, colleges, universities, and tribal schools shall also be awarded. In addition, the Centrum education program, the Pacific Science Center education program, the Seattle Children's Hospital education program, and educational centers authorized under chapter 28A.205 RCW are included in this section.

In addition to employment credit for school service, employees serving in the role of occupational therapists (OT), physical therapists (PT), speech-language pathologists (SLP), audiologists, nurses, social workers, counselors, and psychologists regulated under RCW 18 may include experience both in schools and other non-school positions as OTs, PTs, SLPs, audiologists, nurses, social workers, counselors, or psychologists since the 2007-2008 school year. The calculation shall be that one (1) year of services in a non-school position count as one (1) year of service for purposes of placement on the salary schedule. The maximum years of service for OTs, PTs, Psychologists, and Speech Language Pathologists is unlimited. The maximum years of service for all other ESA employees is two (2) years. Non-school years of service included in calculations under the subsection shall not be applied to service credit totals for purposes of any retirement benefits.

For non-school experience to count, employees must have worked in positions that directly relate to the position held in Spokane Public Schools and must align with the ESA endorsement content area. For the purpose of computing a year of experience, a full year will be deemed to be 2,000 or more hours within a twelve (12) month period, up to one (1) year maximum per fiscal year, defined as September 1st - August 31st. Experience may be pro-rated and placement on the salary schedule would then follow the rules for placement of part-time employees.

In order to apply changes to their placement on the salary schedule for the 2022-2023 school year the OT, PT, Psychologists, and Speech Language Pathologist employee must provide documentary evidence to Human Resources by November 15th, 2022. Any approved changes to salary placement will be entered for the December 30th, 2022, pay date (retro-actively to 9/1/22).

C. Application of highest degree and accrual of education credits:

When calculating placement and advancement, total eligible education credits will be calculated as the highest degree earned plus any academic and in-service credits not contributing towards the highest degree earned. Excess academic and in-service credits must be earned after employee's first bachelor's degree is awarded.

1. Definition and Accrual of Highest Degree Type:

When multiple degrees of the same level are earned, the first conferring degree is used for initial placement until a higher-level degree is earned. Any degree not used for initial placement will be eligible for use as education credits with regards to salary placement and advancement.

In addition, when a degree program requires more than forty-five (45) credits, credits in excess of forty-five (45) will be eligible for use as education credits. (For example: If an MA program requires sixty [60] credits, only the first forty-five [45] would be necessary for placement on the salary schedule MA column. The remaining fifteen [15] credits would be "in excess" and count the same as Academic Credits [see below] post MA.)

Employees will remit a copy of a diploma or transcript issued by the registrar of an accredited institution of high education as defined in WAC 250-61-050. Electronic transcripts from the registrar of the institution are acceptable copies for purposes of documentation. An accredited institution of higher education is one that has been accredited by a national or regional accrediting association recognized by the Washington Student achievement Council and the secretary of the United States Department of Education. If an employee has a degree from a foreign institution, they will need to provide a statement of degree equivalency from an approved foreign credentials evaluation agency.

2. Eligibility requirements for academic and in-service hours (clock hours)

All education credits must be earned after the first bachelor's degree unless the employee is employed under a non-degree certificate. (For those working under a non-degree certificate, please see section specific to non-degree certificated employees.) All education credits must have been earned on or before October 1st of the year for which they will be used to calculate the employee's salary.

Credits not recognized in a school year may be recognized in a subsequent school year if there is a change in the qualifying criteria such as a change in professional educator standards in board rules, a change in the District's or charter school's strategic plan, a change in the school-based plan for the school in which the individual is assigned, a change in the individual's assignment, or a change in the individual's employer. The content of the academic and in-service hours must meet at least one of the following when earned after September 1st, 1995, in order for them to be recognized by the school District or charter school.

All in-service credits that are eligible for certificate renewal or certificate reissuance under WAC Title 181 are eligible for salary placement.

3. Academic credits shall mean education credits determined as follows:

Academic credits are credits earned from an accredited institution of higher education and were not used to establish the employee's highest degree. Provided that the credits are the 100 level or higher and are transferrable or applicable to a bachelor's or more advanced degree. In addition, credits used as academic credits cannot be also counted as in-service (clock hour) credits or nondegree education credits. Academic credits will be equal the number of quarter hour units. If an institution uses semester hours, they will be converted to quarter hours and then applied to the accrual calculation.

4. In-Service (Clock Hour) credits shall mean education credits determined as follows:

In-service clock hour credits shall be earned after August 31st, 1987, and after the awarding or conferring of the of the employee's first bachelor's degree. In addition, clock hour credits must have been earned on or before October 1st of the year for which the employee's salary is being calculated.

In-service credits are earned through a program approved by the professional educator standards board pursuant to the standards in WAC 181-85-200. In-service credits cannot be used for satisfying the requirements of the employee's highest degree or be used in calculating academic credit or nondegree education credits. For every ten (10) hours of in-service credit earned (10 clock hours) the employee will accrue one (1) education credit.

D. Career and Technical Education certificated employees: Recognition of additional work experience, CTE Clock Hours, and conversion of work experience to nondegree education credits.

The provisions of this section apply to all Career and Technical Education (CTE) instructors working under an initial, continuing, or conditional CTE certificate and require the employee to have already met the 6,000-hour (3 year) minimum requirement for occupational experience for their certificate.

Employees who have met the minimum occupational experience requirement may accrue employment experience for those positions they held that required them to supervise or manage others in the occupational area in which they are instructing. This experience will be limited to six (6) years.

Individuals participating in an approved internship with a business, industry, or government agency pursuant to chapter 181-83 WAC each forty (40) hours of participation equals one (1) in-service credit. No more than two (2) in-service credits may be earned as a result of an internship during any calendar-year period. Each employee

is limited to a maximum of fifteen (15) in-service credits earned from internships for their career.

All CTE certificated employees may apply CTE clock hours earned for CTE training that is for the purpose of maintaining the CTE certification under WAC 181-77-003 toward placement and advancement on the salary schedule. For every ten (10) CTE clock hours, the employee will be granted one (1) education credit for salary schedule placement.

A non-degree certificated employee who is working under a CTE certificate (initial, continuing, or conditional) without a BA or higher-level degree may earn nondegree education credit through occupational experience through either paid or unpaid work in the field being taught. For every 100 hours of occupational experience beyond the 6,000-hour minimum required for nondegree certification, the employee may earn one (1) education credit limited to twenty (20) education credits per year. Industry experience in excess of 2,000 hours may not be banked or carried over from year to year. Each year must be calculated separately.

E. Obtaining Verification of Employment:

Employees must have former employers complete the Employment Verification Form provided by the District.

In the event that an Employment Verification Form cannot be obtained from a previous employer, an employee may provide documentary evidence for the previous employer to help determine previous experience credit. Documentary evidence may include items such as a W2, Labor & Industry documents, or Employment Security documents; combined with proof of job title/duty information such as a job description or job posting.

F. Hold harmless – Addressing placement issues that have not been previously contemplated

Due to the complex nature of recognition of experience and education credit the parties believe there may be times when a situation we have not contemplated will arise. When faced with these situations, the parties agree to bring the issue to Labor Management and use the 2017-2018 S-275 Personnel Reporting Handbook for guidance as it relates to the recognition of employment and education experience for salary placement.

Further, it is the intent of the parties that no current employee will be adversely impacted by the implementation of this language. Should an individual be so impacted, the employee's salary schedule placement will remain as it was for the 2022-2023 school year. Should the impact limit future advancement, the parties will meet immediately to review possible remedies.

Section 5 – Reporting

- A. The District shall inform employees each January of the number of credits and/or clock hours onfile consistent with credit and clock hour reporting provisions.

Section 6 – Building-Level Support Staff Salary Schedule

- A. The percentages listed below shall be applied to the basic salary schedule in the computation of salaries for each employee assigned to the respective position.
- B. An explanation of special provisions is set below:

(Increments stated below are automatic on a year-to-year basis until a maximum ratio is achieved.)

%	Position	Min. Ratio	Max. Steps	No. Incre.	Days
	Middle School Advisor 188	104	108	3	2
	Senior High Guidance Coord. 188	106	110	3	2
	Regional Support Level 1 188	102	108	3	2

- C. Determination of length of work year shall be made for each individual by the superintendent at time of contract issuance.
- D. Determination of initial ratio differential shall be made by the superintendent.
- E. All ratios are determined for a standard work year of 182 days, the minimum work year for certificated personnel. Compensation for service contracted or specifically authorized beyond this standard year shall be determined as follows:
1. $\text{Compensation} = \text{Basic Schedule} \times \text{Ratio} \times 182 \text{ Days Worked} + \text{Amount for Advanced Degree} = \text{Amount for Longevity if provided.}$
- F. The superintendent is authorized to adjust the work year in individual cases requiring additional service beyond regular contractual obligations with the consent of the employee unless these services cannot be provided by any other employee.
- G. A person moving from one (1) position to another with a higher potential maximum ratio will be placed at the ratio step which provides a salary equal to or higher than the one (1) the individual would have received the following year had that person not moved to a different position, then will progress on the salary schedule from that point.

Section 7 – Department Leader Stipend

Stipend payments for Department Leader and Department Leader Assistant activities are based on the negotiated schedule below.

High School Department Leadership Stipend Schedule				
Dept. Size		Terms Served		
		1	2	3+
Small	3 – 5	4,465	4,865	5,267
Medium	6 – 11	6,491	6,891	7,292
Large	12 – 14	8,516	8,916	9,316
Extra Large	15+	10,540	10,940	11,343

Section 8 – Substitute Teacher's Salary Schedule

- A. Substitute teacher pay will be \$150.00 per day and \$165.00 per day for substituting special education classrooms (BI, DI, ABLE, CIP, resource rooms) and will be prorated as appropriate.
- B. Substitute pay may be increased annually as bargained by the Association and the District by the average salary percent increase passed through to the certificated salary schedule.

Section 9 – Miscellaneous Hourly Rates for Certificated Employees

- A. Certificated Supplemental Rate \$28.00 per hour
- B. Summer school programs \$32.00 per hour
- C. Moving (involuntary transfer) \$28.00 per hour
- D. After school supervision \$19.00 per hour
- E. Ed services presenter (Outside of workday) \$40.00 per hour
- F. Ed services presenter (during workday) \$28.00 per hour
- G. Ed services program development (outside workday) \$28.00 per hour
- H. Ed services hourly rate (outside workday) \$28.00 per hour

- I. District wide conflict mediator annual stipend \$500.00 annually
- J. Certificated hourly employees who teach content curriculum during Summer Camps or Summer School shall be paid at summer school rate noted above.

Section 10 – Enrichment Hours for Case Management

A. Special Education Case Management Support

1. Special education teachers in CIP, AM/PM Preschool, HeadStart/CAPE, DI, ABLE, BI, Secondary Transitions, and Teachers of the Visually Impaired, and Deaf and Hard of Hearing programs will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis. In recognition of IEP/Evaluation case management needs.
2. Special education Resource Room teachers will be provided with up to twenty (20) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
3. The following is a list of case management responsibilities of all Special Education teachers:
 - a. Schedule IEP meetings at least two (2) weeks prior to the annual IEP due date to minimize the possibility of lapsed IEPs. The IEP meeting will be conducted before the IEP due date.
 - b. Facilitate the IEP meetings unless other arrangements have been made through the appropriate special education staff. The case manager must attend even if not chairing the meetings.
 - c. Return completed IEPs to the Special Education Department. The completed IEPs must be received in the Special Education Department within two (2) full working days after the annual IEP meeting is held in order to ensure funding from the state.
 - d. Monthly, review student lists in the online IEP system to ensure all students listed are in attendance and receiving special education services. Data changes must be entered into the online IEP system within five (5) working days of teacher review.

B. ESA Case Management Support:

1. School psychologists will be provided with up to twenty (20) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
2. SLPs who hold the WA State Department of Health License and provide it to the District will be provided with up to twenty-five (25) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs. SLPs who do not hold the WA State Department of Health License will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
3. OTs, PTs, MTSSs and BCBAs will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
4. Nurses will be provided with not less than thirty (30) enrichment hours, and up to a total of forty-eight (48) enrichment hours if the supervisor deems it necessary to certificated nurses to develop life threatening health and medication plans.
5. Elementary Counselors will be provided up to twenty (20) hours of pay at per diem rate to facilitate MTSS meetings, Child Study Teams, attending MDTs, case management for 504, etc.
6. Secondary Counselors will be provided up to fifteen (15) hours of pay at per diem rate to facilitate MTSS meetings, Child Study Teams, attending MDTs, case management for 504, etc.

Section 11 – Base Contract

- A. The Certificated base contract incorporates the responsibilities to be performed by its professional certificated employees as reflected in the summary of assignments and responsibilities specified in the applicable job description. Any work outside the contracted workday will be completed at the employee's discretion. Characteristic duties and responsibilities include, but are not limited to, the following:
 1. Grading assignments, completing paperwork, planning lessons, completing assessments, and collaborating with colleagues.
 2. Time outside the regular contracted workday to enhance classroom activities reflect changing curriculum and assessment methodologies throughout the year.
 3. Accurate and timely preparation of required student reporting.
 4. Participation in activities designed to improve relations and communication with parents, including but not limited to initiating contact with parents after work

hours throughout the year to update them on student progress and other school related matters.

5. Providing supplemental support to students outside the workday, including but not limited to homework assistance.
6. Participation in professional collaboration with colleagues to improve student learning and instruction. Collaboration can include but is not limited to:
 - a. Unit/lesson design based on curriculum guides and grade level expectations
 - b. Sharing best pedagogical practices
 - c. Discussing student work
 - d. Analyzing student data
 - e. Learning together
 - f. Book studies
 - g. Deepening content knowledge
 - h. Participation in staff development programs to improve skills in current teaching assignment

B. At any time that rules, negotiations and or law is changed during the duration of this agreement, this section and affected portions shall be re-opened for the express purpose of negotiating the affected sections.

Section 12 – Enrichment Activities

In addition to all other salary included in this agreement, the District shall grant employees additional hours of compensation for enrichment activities as specified in the chart below:

A. Enrichment Activity

Before School Starts	<ul style="list-style-type: none">• 14 hours of District directed hours prior to the first day of school• 7 hours of employee directed time for preparing for the opening of school	21 hours
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Fall Professional Learning Improvement Day	District directed hours. Employees unable to attend the designated training shall work with their supervisor to make up the hours. Dates are identified as Professional Learning Improvement Days on the approved District calendar.	7 hours
Winter/Spring Professional Learning Improvement Day	For NEWTech Skill Center, these days are referenced in the Skill Center section of the CBA	7 hours
Elementary Conferences	<ol style="list-style-type: none"> 1. Launch Conferences (3 hours) 2. Progress Conferences (3 hours) <p>See Parent/Teacher conferences section. Article III, Section 5</p>	6 hours
Secondary Conferences/Transition Events	<ol style="list-style-type: none"> 1. Launch Conferences (3 hours) <p>See Parent/Teacher conferences section. Article III, Section 5</p> <ol style="list-style-type: none"> 2. Secondary Transition Events (3 hours) <p>This time at school buildings will be determined by the leadership team, in no less than one-hour increments</p> <p>This time will be used to host key transition experiences that could include:</p> <ul style="list-style-type: none"> • Curriculum nights/showcases • Sneak Peaks • Move-up Nights (8th and 5th) <p>Every member of this agreement will participate in at least one (1) building wide event inclusive of set up and take down time for the event.</p> <p>For NEWTech Skill Center, these days are referenced in the Skill Center section of the CBA</p>	6 hours
District Professional Development	This is for the purpose of District and State required professional development	5 hours
Monday Collaboration		9 hours (if less than 36 Mondays,

	Employees are paid for reporting fifteen (15) minutes prior to their normally scheduled workday on Mondays.	15 minutes will go to DPD above)
Professional Enrichment Responsibility Time (PERT)	<p>Certificated employees may complete up to fifteen (15) enrichment hours of PERT outside of workday.</p> <p>Professional Enrichment Responsibility Time (PERT) will recognize that certificated employees regularly participate in activities related to professional learning and opportunities to share expertise and input for school and District improvement outside of the workday.</p> <p>PERT shall be used for employees to attend or lead District or Building sponsored/approved PD course outside of the workday. The employee will determine which PD offerings they will attend.</p> <p>In addition to the District sponsored options, employees may take professional development opportunities that directly align to their job assignment and duties. For courses completed outside of SPS, there will be an approval form linked on Performance Matters that certificated staff will be able to submit proposed PD for PERT eligibility and/or Clock Hour eligibility. Approved PD will then be published in the SPS U catalog for others to see.</p>	15 hours
		70 hours

B. The District will provide state-mandated training on designated Professional Learning Improvement Days, which may include Social Emotional Learning, Trauma-informed practices recognition and response to emotional or behavioral distress, consideration of adverse childhood experiences, mental health literacy, antibullying strategies, and culturally sustaining practices.

C. Enrichment Activities Compensation

1. Enrichment activities (55 of the 70 hours) will be paid on a supplemental contract at the employee's full rate of pay in equal monthly installments. Compensation for District Directed enrichment requires employee participation in the District Directed enrichment requires employee participation in the District Directed enrichment activity.
2. Enrichment for Professional Enrichment Responsibility Time (15 of the 70 hours) shall be paid as hours are completed. These hours must be submitted through the online PERT workflow system which automatically routes to HR and Payroll

for payment. All PERT workflow submissions that arrive in the system by the 10th of the month will be paid within the pay period. These hours do not accumulate from one year to the next.

- a. Payroll may provide additional reporting instructions for PERT time completed during the month of August to align with the fiscal year cutoff schedule.
3. Employees, regardless of FTE assignment, are eligible for all enrichment activities.
4. Employees who do not attend District directed enrichment hours may work with their supervisor to make up the training and time, if practicable. Employees who do not make up the time will have the associated amount of pay deducted from the employee's July paycheck or the employee's final paycheck if employment is terminated prior to the end of July.
 - a. The fifteen (15) hours of Professional Enrichment Responsibility Time (PERT) are not subject to the above provision as the hours are paid as completed.

D. Occupational Therapists (OT)/Physical Therapist (PT) – Additional Responsibility Stipend

1. OT and PT staff shall receive a stipend equaling one (1) hour per day at the per diem rate for additional responsibilities beyond their base contract and case management responsibilities additional duties include, but are not limited to:
 - a. Travel time between multiple buildings and home bound locations.
 - b. Transporting equipment to and from the warehouse.
 - c. Recognizing that OTs and PTs serve students at multiple sites every day and since the start and end times of Preschool, Elementary, Middle, High, & Homebound Community College programs varies widely, the OT/PT workday can exceed the typical work day.
 - d. Professional consultation before or after school hours to coordinate care between the medical community and the school setting.
 - e. Researching and ordering appropriate adaptive equipment for the District.
 - f. Writing medical justifications for necessary adapted equipment.

Section 13 – Stipends

- A. The District will pay a master's stipend of \$1,000 beginning at the BA 135 level of the salary schedule and beyond.
- B. The District will pay a stipend for an earned doctorate degree at \$920 paid in September.
- C. Attract and Retain Incentive: The District will pay an attract and retain incentive to each certificated employee in February for having completed the years of certificated experience as identified below.

Experience	Amount
Years 0 – 13	\$500
Year 14	\$600
Year 15	\$700
Year 16 and above	\$1,000

D. Chemical Hygiene Officers

- 1. In order to ensure compliance with the Chemical Hygiene Plan, one (1) science teacher at each middle school and high school will be designated as the Chemical Hygiene Officer. At the Skill Center, the chemical hygiene officer may be an employee other than a science teacher. Stipends for the officers will be as follows:

Middle School	\$1,875
High School/Skill Center	\$2,625
Libby	\$500
Montessori	\$500
The Community School	\$1,875

- 2. Stipends will only be provided when there are programs that result in chemicals being on site. If only a small amount of chemicals are used at the site that does not require daily or weekly upkeep, compliance may be addressed through central coordination and oversight; in this event, the District will notify the Association at the beginning of the school year.

E. Testing Coordinator

- 1. A Testing Coordinator shall be designated at each site. At the middle School Level, this shall be the Library Information Specialist. Comprehensive High Schools will have up to two (2) at each site. One shall be the Library Information Specialist as part of their job duties.

- a. Elementary: In the event a school does not have a certificated staff member interested in serving as the Testing Coordinator, the site may offer the work to staff outside the certificated bargaining unit. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.
- b. Middle School: The Library Information Specialist will act as the testing coordinator as part of their job description. For schools over 600 students, the Library Information Specialist will receive a \$500 stipend for work that must be completed outside the workday.
- c. Comprehensive High Schools: The Library Information Specialist will act as one of the two (2) possible testing coordinators. The Library Information Specialist shall have the following options:
 - i. Receive a \$1,000 stipend to complete work outside of the workday, or;
 - ii. Complete their testing coordinator work inside their workday and request an additional testing coordinator position be hired and that person would then receive the \$1,000 stipend to complete the additional work outside the workday.

Schools will offer testing coordinator positions to certificated and ESP staff at the same time. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.

- d. In the event a school does not have a Library Information Specialist, a testing coordinator will be hired and paid a \$1,000 stipend.

- 2. The responsibility of the Testing Site Coordinator shall be to assist the Administration in organizing, preparing, training, and administering all District and State required tests.

- F. All automatic stipends (those not needing the submission of paperwork) will be paid on the first warrant of the school year. Payments will be in one (1) lump sum unless the employee informs the District in writing by September 10th that they wish monthly installments.

Section 14 – Benefits

- A. Washington State Paid Family and Medical Leave (PFML):

1. Effective January 1, 2020, the Washington Family Leave Act is repealed, and eligible employees are covered by Washington's Family and Medical Leave Program RCW 50A.04.
 2. Eligibility for leave and benefits are established by law and for the period ending December 31, 2020, will total four-tenths of one percent (0.4%) of employees' wages (unless otherwise limited by action of the State).
 - a. Employees will pay, as a payroll deduction (as determined by RCW 50A.04.115):
 - i. The full cost of the premiums associated with family leave benefits; and
 - ii. Forty-five percent (45%) of the cost of the premiums associated with the medical leave benefits. The District will pay the remaining fifty-five percent (55%) of the premiums associated with the medical leave benefits.
 - b. The pay deductions become effective September 1, 2019, and will be reflected on the October 2019 pay warrant.
 3. For the duration of this agreement, the District will use the state insurance as the carrier for the PFML.
- B. School Employees Benefit Board (SEBB). The following provisions are presently in effect by the SEBB, and modifications made by the SEBB will be implemented as required by law. All of the provisions of this section shall be interpreted consistent with the rules and regulations of the SEBB. If the Washington State Legislature changes provisions of the SEBB to allow for changes in employer contributions towards elective benefits or substantially changes the medical coverage provisions, either party can reopen this agreement for negotiations over the changes.
1. Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the school Employees Benefit Board (SEBB) for insurance program as adopted by the School Employees Health care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For purposes of benefits provided under the SEBB, school year shall mean September through August, and shall also be referred to as the eligibility year.
 2. The parties recognize there may be unanticipated impacts due to the transition and agree to ongoing and timely information sharing and problem-solving discussions with the intent to minimize and mitigate negative impacts to staff during the transition period.

3. Employee payroll deductions for premiums and surcharges will be based on the policies and rate schedules established by the SEBB Program. The District will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.
4. Benefits presently provided by the SEBB include but are not limited to:
 - a. Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
 - b. Basic Long-Term Disability
 - c. Vision
 - d. Dental including orthodontia
 - e. Medical
5. Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangements (FSA) and Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction if available by SEBB for any supplemental insurance that they choose to enroll through SEBB (e.g., optional AD&D, Long Term Disability, etc.)
6. Dependent Coverage for the Purpose of SEBB.

Subject to SEBB dependent verification requirements:

- a. Legal spouses, state registered domestic partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical disability who meet SEBB certification requirements.
- b. Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under the SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period of up to 36 months in accordance with SEBB provisions and the opportunity to make such payments will be made through payroll deduction by the District and paid to the HCA for this purpose as long as the employee has sufficient net pay to cover the monthly cost.

7. Eligibility:

- a. Employees, including substitutes, shall be eligible for full insurance coverage under SEBB if they work, or are anticipated to work, 630 or more hours in a school year. For the purposes of counting hours for eligibility, the year shall be from September 1 through August 31. All hours worked during the year shall count for the purposes of establishing eligibility.
- b. When an employee is hired into a position that would qualify for benefits if filled for the full eligibility year, and there are not enough days remaining in the year to achieve 630 hours, and the employee is anticipated to work 630 hours during the following year, that employee will be provided benefits coverage if the employee will be working at least 17.5 hours each week for 6 of the last 8 weeks before the last day of school for those who work 9-10 months, or 6 of the last 8 weeks before the end of the year (August 31) for 11-12 month positions.
- c. In accordance with the SEBB program, paid leave shall count towards the 630 hours used to determine eligibility for benefits under this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington State paid Family Medical Leave Program may continue to receive the employer contribution toward SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.
- d. For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying premiums and applicable surcharges to the HCA in accordance with the SEBB continuation coverage option.

8. Benefit Enrollment/Start:

- a. SEBB will provide an open enrollment period each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year. The open enrollment period shall be established by the SEBB Program.
- b. If an employee has a qualifying change in family or employment status, outside the annual open enrollment period, benefit changes may be requested in the manner and timeframe established by the SEBB Program.

- c. An eligible employee must complete enrollment and dependent verifications within the required timeframe established by the SEBB Program.
 - d. In the event an eligible employee does not submit benefit enrollment information within the required timeline, the employee will be automatically enrolled in the employee only default plans for medical, dental, vision, basic life, AD&D, and basic long-term disability insurance, in accordance with the SEBB Program.
 - e. Benefit coverage will begin the first day of the month following the first day of work for eligible positions (per the Eligibility clause above), except during the month of September when the employee's benefit coverage will begin in September on their 1st day of work if the employee is in an eligible position and the employee begins on or before the first school day in September.
 - f. Should an employee who previously was not expected to be eligible for benefits under SEBB work 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive years, the employee will be anticipated to work 630 hours going forward if in the same position and, therefore, be eligible for benefits under SEBB.
9. Continuity of Coverage: Employees previously employed by a SEBB employer and eligible for SEBB coverage in the month prior to their first day of work will have uninterrupted benefits coverage if they meet the eligibility requirements above.
10. Benefit Termination / End:
- a. Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefits through the last day of the calendar month of employment, consistent with the SEBB provisions.
 - b. In accordance with SEBB provisions, when an employee eligible for benefits separates from employment after completion of the employee's full contract obligation, the separation will be effective August 31st. In cases when an employee provides notice of an alternate date, the District will provide the employee notification of the impact on benefit eligibility and coverage.
- C. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law and SEBB provisions.

- D. In accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15th of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.
- E. Retirement: Employees participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.
- F. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of their tax- sheltered annuity.
- G. The District shall provide automatic payroll deduction for health club fees at the employee's option.

Section 15 – Mileage Allowance/Use of Personal Vehicles

- A. Employees may utilize their personal vehicles in performance of official District business under their individual and/or supplemental contract only upon specific written authorization by the District. This authorization shall be requested and obtained in advance of the anticipated usage. Forms will be available from the appropriate site managers. No employee will be required to use their personal vehicle in the performance of official District duties without reimbursement if they are required to attend meetings at their buildings during the part of the day when they are not on duty.
- B. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District and shall receive a cost-per-mile reimbursement.
- C. Where employees are involved under supplemental contracts they shall, whenever practical, use bus or other authorized school vehicles for transporting students. Mileage allowance will be authorized only for events requiring transportation of students and in situations wherein school vehicle transportation is impractical.
- D. Mileage allowance shall not be authorized for a specific purpose as provided under Absences provision in this agreement.
- E. The reimbursement rate shall be the current IRS guidelines applied non-retroactively.

ARTICLE VII – SETTLEMENT OF GRIEVANCES

Section 1 – Definitions

- A. A grievance is defined as an alleged violation of a specific term of this Agreement, or a dispute regarding an interpretation of the Agreement.
- B. A grievant shall mean an individual employee, group of employees within a building or program, or the Association.
- C. To the extent that time limits are expressed in days, days shall refer to school days when school is in session during the student calendar, and actual business days during the summer.

Section 2 – Time Limits

- A. Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process, except that any grievance shall be processed during the period in which the parties involved are available.
- B. A grievant must file a grievance within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later.
- C. Grievances regarding assignment/transfer, will follow the steps described below:
 - 1. From the time an employee was notified of a reassignment, involuntary transfer, other change of position, or was notified that they were not selected for a voluntary transfer, the employee will have five (5) days to file a formal written grievance.
 - 2. Once the grievance is filed it will be expedited.
 - 3. If the Superintendent or their designee rules in favor of the grievant, the grievant will be offered the position that was grieved. The employee originally selected for the transfer will be returned to their former position. If the grievant is denied the grievance, the grievant may appeal the grievance to arbitration. However, the transfer position will be permanently filled by the employee who was selected.
- D. Failure of either party to comply with the time limits set forth herein will serve to declare the grievance as settled based upon the last request made or last answer provided, and no further action shall be taken.

- E. Time limits as specified herein may be extended by mutual concurrence of the parties; provided however, no request for extension of time limits shall be made by either party after the applicable time limits in any of the grievance steps have already expired.
- F. The parties agree not to use the concept of a continuing grievance.

Section 3 – Limitations of Grievances

- A. The grievance procedure shall not apply to assignment to administrative or supervisory positions or transfer of administrative or supervisory employees to subordinate positions.
- B. Non-renewal of provisional employees and matters relating to evaluation and placement of employees on probation shall be grievable only through Step Three of the grievance procedure. Such grievance shall pertain solely to alleged procedural discrepancies. Following Step Three of the grievance procedure, non-renewal of provisional employees, matters relating to evaluation, placement of employees on probation, and non-renewal or discharge matters shall be governed and controlled by the rights, procedures, and remedies afforded by statute.
- C. Grievances relating to employee workload shall be grievable only through Step Three of the grievance procedure contained herein.
- D. Grievances based only on the Preamble shall be grievable only through Step Three of the grievance procedure contained herein. All other grievance limitations outlined in the Collective Bargaining Agreement remain in effect.

Section 4 – No Reprisals

- A. There shall be no reprisals of any kind against any party in interest for reasons of participation in the grievance procedure.

Section 5 – Submission of Grievances

- A. Each grievance will be submitted separately except in cases where-in both the District and the Association mutually agree to have more than one (1) grievance handled at one time.
- B. If a grievance affects a group of employees or the Association, the Association may initiate and submit an Association grievance in writing to the District superintendent directly, signed by the president of the Association, and the processing of such grievance shall be commenced at Step Three.
- C. Step One of the procedure shall begin with the responsible administrator.

Section 6 – Grievance Processing Steps

A. Step One/ Informal

Within twenty (20) days of the alleged act or within twenty (20) days of the date of knowledge of the act, whichever is later, the employee shall request a meeting with their immediate supervisor/principal to discuss the potential contract violation and potential solutions. The parties acknowledge that it is most desirable for an employee and their immediate supervisor to resolve problems through free and informal communications.

1. This informal discussion will not be bypassed unless it is an Association or class action grievance.
2. Every effort shall be made to resolve the problem at this level in an informal manner.
3. An employee requesting such a meeting shall identify the subject of the concern.
4. If the complaint is not resolved it shall be moved to Step Two.

B. Step Two

If the complaint is not resolved, it shall be reduced to writing by the grievant and submitted to the Principal or Supervisor within five (5) days of the response at Step One-Informal.

1. A written grievance should include the article, section, and the specific term(s) violated or misinterpreted the specific factual basis for the grievance, the relief sought and the grievant's name and signature.
2. Upon receipt, the Principal or Supervisor shall arrange a conference to discuss the written grievance.
 - a. The grievant and an association representative (if the grievant desires) will be present at the conference.
 - b. Human Resources or co-supervisors may also attend the meeting to assist in discussing a resolution.
 - c. If the Association is not in attendance, they shall be notified of the Step Two grievance meeting.
3. Within five (5) days following the conference, the supervisor will provide the grievant and the Association with a written response to the grievance. Such response will include the basis upon which the decision was based.

C. Step Three

In the event that the grievant is not satisfied with the disposition of the grievance at Step Two, they shall within five (5) days refer the grievance in writing to the superintendent or their designee.

1. The superintendent or designee shall meet with the grievant in order to discuss the grievance and possible resolutions.
2. The superintendent or designee shall provide the grievant with a written disposition of the grievance within five (5) days of such meeting.

D. Step Four

1. Mediation - The Association and the District may mutually agree to mediate the grievance through the Washington State Public Employment Relations Commission (PERC). Such request will be made to PERC within ten (10) working days after the Step Three decision. If the parties do not mutually agree to the mediation, the grievance will move to Step Five.

E. Step Five

1. Arbitration

The Association, at its sole discretion, may advance any grievance to final and binding arbitration which has not been resolved through the use of the above enumerated grievance steps and procedures and is not subject to the exclusions herein.

2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
4. The arbitrator shall be selected from a list provided by FMCS or AAA. 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.
5. The arbitrator to hear the case shall be chosen using the process described in the following section of this article.
6. The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit their findings and decision solely to specific terms of this Agreement and application of such

terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.

7. The arbitrator shall make a written report of their findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.
8. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

Section 7 – Arbitration Costs

- A. The District and the Association shall each bear its own expenses involved in the processing of grievance. The two (2) parties shall share equally the cost of the arbitrator.

ARTICLE VIII – DURATION AND SIGNATORY PROVISION

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2025. At any time that rules, regulations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.



President, Spokane Education Association



President, Board of Directors

DECEMBER 14, 2022

Date

1/4/23

Date



Bargaining Chair,
Spokane Education Association



Secretary,
Board of Directors

December 14, 2022

Date

1/4/23

Date

ADDENDUM A: 2022-2023 SALARY SCHEDULE

Sept. 1, 2022

CERTIFICATED TEACHER'S SALARY SCHEDULE - TE, 2022-23

YRS		BA	BA+15	BA+30	BA+45	BA+60	BA+135	MA	MA+45	MA+90
0	Base	50,895	52,219	53,576	54,970	56,399	57,865	57,865	59,370	61,270
	70 Hrs Enrichment	2,828	2,901	2,976	3,054	3,133	3,215	3,215	3,298	3,404
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	54,223	55,620	57,052	58,524	60,032	62,580	62,580	64,168	66,174
1	Base	52,524	53,889	55,290	56,728	58,203	59,716	59,716	61,270	63,230
	70 Hrs Enrichment	2,918	2,994	3,072	3,152	3,234	3,318	3,318	3,404	3,513
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	55,942	57,383	58,862	60,380	61,937	64,534	64,534	66,174	68,243
2	Base	54,205	55,615	57,061	58,544	60,065	61,628	61,628	63,230	65,254
	70 Hrs Enrichment	3,011	3,090	3,170	3,252	3,337	3,424	3,424	3,513	3,625
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	57,716	59,205	60,731	62,296	63,902	66,552	66,552	68,243	70,379
3	Base	55,939	57,394	58,886	60,418	61,989	63,600	63,600	65,254	67,343
	70 Hrs Enrichment	3,108	3,189	3,271	3,357	3,444	3,533	3,533	3,625	3,741
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	59,547	61,083	62,657	64,275	65,933	68,633	68,633	70,379	72,584
4	Base	57,730	59,231	60,770	62,352	63,972	65,635	65,635	67,343	69,497
	70 Hrs Enrichment	3,207	3,291	3,376	3,464	3,554	3,646	3,646	3,741	3,861
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	61,437	63,022	64,646	66,316	68,026	70,781	70,781	72,584	74,858
5	Base	59,577	61,126	62,717	64,346	66,019	67,735	67,735	69,497	71,720
	70 Hrs Enrichment	3,310	3,396	3,484	3,575	3,668	3,763	3,763	3,861	3,964
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	63,387	65,022	66,701	68,421	70,187	72,998	72,998	74,858	77,204
6	Base	61,483	63,082	64,722	66,405	68,131	69,903	69,903	71,720	74,016
	70 Hrs Enrichment	3,416	3,505	3,596	3,689	3,785	3,884	3,884	3,984	4,112
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	65,399	67,087	68,818	70,594	72,416	75,287	75,287	77,204	79,628
7	Base	63,451	65,101	66,792	68,530	70,312	72,140	72,140	74,016	76,384
	70 Hrs Enrichment	3,525	3,617	3,711	3,807	3,906	4,008	4,008	4,112	4,244
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	67,476	69,218	71,003	72,837	74,718	77,648	77,648	79,628	82,128
8	Base	65,482	67,185	68,931	70,722	72,562	74,448	74,448	76,384	78,827
	70 Hrs Enrichment	3,638	3,733	3,830	3,929	4,031	4,136	4,136	4,244	4,379
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	69,620	71,418	73,261	75,151	77,093	80,084	80,084	82,128	84,706
9	Base		69,334	71,137	72,985	74,883	76,830	76,830	78,827	81,351
	70 Hrs Enrichment		3,852	3,952	4,055	4,160	4,268	4,268	4,379	4,520
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive		500	500	500	500	500	500	500	500
	Comp Total		73,686	75,589	77,540	79,543	82,598	82,598	84,706	87,371
10	Base		73,412	75,322	77,280	79,290	81,351	81,351	83,953	
	70 Hrs Enrichment		4,078	4,185	4,293	4,405	4,405	4,405	4,520	4,664
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive			500	500	500	500	500	500	500
	Comp Total		77,990	80,007	82,073	84,195	86,195	86,195	88,371	90,117
11	Base			77,731	79,752	81,827	83,953	83,953	86,413	
	70 Hrs Enrichment			4,318	4,431	4,546	4,546	4,546	4,664	4,813
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive				500	500	500	500	500	500
	Comp Total			82,549	84,683	86,873	89,073	89,073	91,117	93,954
12	Base			80,219	82,305	84,444	86,635	86,635	88,841	
	70 Hrs Enrichment			4,457	4,573	4,691	4,691	4,691	4,813	4,967
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive				500	500	500	500	500	500
	Comp Total			85,176	87,378	89,635	91,935	91,935	94,254	96,880
13	Base				84,939	87,147	89,407	89,407	91,727	
	70 Hrs Enrichment				4,719	4,842	4,842	4,842	4,967	5,128
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					500	500	500	500	500
	Comp Total				90,158	92,489	94,849	94,849	97,254	99,899
14	Base				87,656	89,937	92,273	92,273	94,667	
	70 Hrs Enrichment				4,870	4,997	4,997	4,997	5,128	5,290
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					600	600	600	600	600
	Comp Total				93,126	95,534	97,934	97,934	100,395	102,917
15	Base					90,461	92,814	92,814	95,227	
	70 Hrs Enrichment					5,026	5,156	5,156	5,290	5,460
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					700	700	700	700	700
	Comp Total					96,187	99,670	99,670	102,917	105,435
16	Base					93,356	95,783	95,783	98,275	
	70 Hrs Enrichment					5,186	5,321	5,321	5,460	5,634
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					1,000	1,000	1,000	1,000	1,000
	Comp Total					99,542	103,104	103,104	105,735	108,052

Doctorate Stipend

\$920

ADDENDUM B: FAMILY AND MEDICAL LEAVE

A. Family and Medical leave:

1. An eligible employee is entitled to a total of twelve (12) workweeks of family and medical leave during any fiscal year (September 1st – August 31st). A regular employee shall first become eligible for family and medical leave following the adjusted anniversary of their date of hire. Employees other than regular employees shall be eligible, according to the eligibility provisions established in the family and medical leave act.
2. An eligible employee is entitled to family medical leave for:
 - a. The birth of a child and to care for such child.
 - b. The placement of a child with the employee for adoption or foster care that requires State action
 - c. Caring for the employees seriously ill spouse, parent, child under eighteen (18) years of age or a child over age 18 who is “incapable” of self-care because of a mental or physical disability.
 - d. A serious health condition: that makes the employee unable to perform her/his job functions.
3. For purposes of family medical leave:
 - a. “incapable of self-care” means that they are incapable of performing several of the basic activities of daily life without the assistance of another person.
 - b. “spouse” is defined in accordance with State laws. Unmarried domestic partners do not qualify for family medical leave to care for their partner.
 - c. “serious health condition” covers conditions or illnesses affecting one’s health to the extent that inpatient care is required or absences are necessary on a recurring basis or for more than a few days of treatment or recovery. Prenatal care is explicitly included; routine physical examinations are explicitly excluded.
4. If leave is taken for birth or placement for adoption or foster care and both spouses work for Spokane School District #81, the family medical leave that may be taken is limited to a combined total of twelve (12) work weeks, provided that any period of

physical disability taken by the biological mother shall not be included in the twelve (12) week limitation.

5. Family medical leave shall be without pay for all or part of the leave. An employee may elect to use accrued sick leave to which they are entitled prior to going on unpaid family medical leave. When requesting family and medical leave, the employee shall notify the District of their intention regarding use of accrued paid leave to which they are entitled.

Spokane School District No. 81 shall be responsible for maintaining coverage under any group health plan for the duration of such leave and under the conditions coverage would have been provided if the employee had continued in employment for the duration of such leave. If the employee fails to make timely payment of their portion of the premium, the District shall cease to maintain health coverage. Upon the employee's return to work, the employee's group health benefits will be restored to the terms that would have been provided if the employee had continued in employment for the duration of such leave.

If the employee fails to return from family medical leave the District may deduct from any sums owed to the employee for all premiums paid during the leave. Any amount not received by deduction; the former employee must reimburse directly to the District.

6. Family medical leave taken on an intermittent basis (such as working a reduced workweek) for purposes of birth or because of placement for adoption or foster care requires District approval. Leave to care for a seriously ill family member or because of the employee's own serious health condition may be taken whenever medically necessary. If an employee requests intermittent leave to care for a seriously ill family member or for the employee's own serious health condition and the need for leave is foreseeable based on planned medical treatment, the District may temporarily transfer the employee to an available alternate position with equivalent pay and benefits, if the employee is qualified for the position and it better accommodates recurring periods of leave than the employee's regular job.
7. For part-time employees and those who work variable hours, the family medical leave entitlement is calculated on a pro rata or proportional basis. Employees not eligible for medical benefits will receive leave only.
8. Upon returning from family medical leave, the employee is entitled to be restored to the same position that the employee held when the leave started or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.
9. An employee who plans to take family medical leave must provide the District with the written notice at least thirty (30) days in advance, unless the leave is not foreseeable, in which case the employee must notify the District as soon as possible.

Employees should consult with their supervisor when giving notice regarding planned medical treatments and make reasonable efforts to schedule the leave so as to not unduly disrupt the District's operations, subject to the approval of the health care provider.

10. The District may require instructional employees who requests intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:
 - a. Take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
 - b. Be transferred to an alternative position

Instructional employees who request a period of leave near the end of an academic term may be required to continue taking leave until the end of the term.

ADDENDUM C: CONTRACT WAIVER APPLICATION

Request for Waiver of Contract Provisions

To: SEA Executive Board and Spokane Public Schools School Board

From: _____
Building or Worksite (Indicate if this is from a specific Department or Program)

Date of Request: _____

SEA Unit Making Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT,
Secretarial/Clerical. More than one unit may be listed.)

SEA unit(s) Effected by the Request: _____
i.e.: Certificated, Unified Trades, ESS, Nutrition Services, CGW, IT,
Secretarial/Clerical. More than one unit may be listed.

Renewal of Waiver (yes or no): _____

11. Contract Provisions to be waived (Article, Section, and page):

12. What is the intent of the proposed contract waiver? (Goal, objective, or action that requires a waiver):

13. What policy, or guidelines or procedures will replace the waived provisions?

Certification: I certify that eighty-five (85) percent of the SEA members affected by this waiver request voted in favor of the above request.

SEA Building Rep.

Date

Building Principal

Date

ADDENDUM D-1: CALENDARS

2022-2023 SCHOOL YEAR

AUGUST

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
♦29	♦30	♦31		

SEPTEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

OCTOBER

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	♦14
17	18	19	20	21
24	25	26	27	28
31				

NOVEMBER

MON	TUE	WED	THUR	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

DECEMBER

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY

MON	TUE	WED	THUR	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

SIGNIFICANT DATES

Aug. 29 - 31 Teacher Work Day/ Prof. Learn. Imp. Day
 Sept. 1-2 Launch Conferences
 Sept. 5 Labor Day
 Sept. 6 First Day of Classes (1st through 12th)
 Sept. 7 First Day of Kindergarten (A/B Rotation)
 Sept. 13 First Day of All Kindergarten Together
 Sept. 26 First Day for School Day Preschool (PK)
 Sept. 27 First Day for AM/PM & CIP PK
 October 14 Prof. Learn. Imp. Day / Non-Student Day
 Nov. 11 Veterans Day
 Nov. 23-25 Thanksgiving Break
 Dec 19-Jan 2 Winter Break
 Jan 16 MLK Day
 Jan 26-27 Elementary Progress Conferences / Non-Student
 Feb 3 Semester Break-Day / Non-Student Day
 Feb 20 President's Day
 Feb. 21 Prof. Learn. Imp. Day / Non-Student Day
 April 3-7 Spring Break
 May 29 Memorial Day
 June 9 Last Day for AM/PM & CIP PK
 June 13 Last Day for School Day PK
 June 16 Last Day of School
 June 19 Juneteenth
 June 20-22 Weather Make Up Days

ELEMENTARY GRADING PERIODS

Jan. 27 End of First Semester Elementary
 June 16 End of Second Semester Elementary

ELEMENTARY REPORTING

First Grading Period

Feb. 6 Report Cards

Second Grading Period

June 16 Report Cards

SECONDARY GRADING PERIODS

Nov. 4 End of First Quarter
 Jan. 27 End of First Semester
 Apr. 14 End of Third Quarter
 June 16 End of Second Semester

SECONDARY REPORTING

Nov. 15 First Quarter Report Cards Secondary
 Feb. 7 First Semester Report Cards Secondary
 Apr. 24 Third Quarter Report Cards
 June 22 Second Semester Report Cards

FEBRUARY

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	♦21	22	23	24
27	28			

MARCH

MON	TUE	WED	THUR	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

APRIL

MON	TUE	WED	THUR	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MAY

MON	TUE	WED	THUR	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

JUNE

MON	TUE	WED	THUR	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	★20	★21	★22	23
26	27	28	29	30

LEGEND

- First/Last day of School
- Late Start/Collaboration
- Holiday
- No School/School Break Day
- Conferences
- ▲ Friday Collaboration Day/Early Release
- ♦ Teacher Workday/Prof. Learn. Imp. Day
- ★ Weather/Emergency Makeup Day



2022-2023 SPS Calendar *DREAM. ACCESS. OPPORTUNITY.*

ADDENDUM E: 6th GRADE MOVEMENT TO MIDDLE SCHOOL MOU

- A. Middle School Planning Teams: To support collaboration and participation in the planning process for the new Northeast, Northwest, and South Middle Schools, a planning team will be formed two (2) years prior to school opening (e.g., beginning 2020-21 for NE & NW, & beginning 2021-22 for South).
1. The District will determine the Planning Team positions to be filled and will post those positions. Planning team members will be selected through an interview process, hired as a priority hire, and will fill one of the school's initial open positions.
 2. Priority hires in excess of the ten (10) outlined in the Certificated CBA will be allowed for these planning team members (Section 18: Assignment and Transfer, J (6))
 3. Planning team members will participate in activities such as building design, hiring, handbook development, etc.
 4. Each planning team member will receive a stipend to attend meetings and contribute to planning activities outside the work day.
 5. The planning team will be formed based on the following representations:
 - a. Building Principal
 - b. English Teacher
 - c. Math Teacher
 - d. Science Teacher
 - e. Social Studies Teacher
 - f. 6th Grade Teacher
 - g. Elective Teacher
 - h. Special Education Teacher
 - i. Secretary
 - j. Custodian
 - k. Counselor and/or MTSS
 - l. Kitchen Manager

m. Nurse

- B. Assignment and Transfer: The initial staffing process for new middle schools opening in the Fall of 2023-24 and 2024-25 school years will follow the parameters outlined below to support a core team departmental model. This language applies only to the initial posting and filling of positions for the building site(s) affected by the opening of the new schools. "Current" means the spring prior to the new middle school opening.
- C. Steps:

Step 1: A & B occur concurrently

STEP A: Middle School Staff

- Current 7th/8th grade teachers volunteer to move to open positions for which 7th/8th subject area they are qualified to teach in the new school in their zone.
 - Zones shall be defined as the following:
 - Zone A: Chase MS, Sacajawea MS, New South MS
 - Zone B: Gary MS, Shaw MS, New Northeast MS
 - Zone C: Glover MS, Salk MS, New Northwest MS
 - Volunteers will be chosen based on seniority if there are more volunteers than positions
- If a school remains overstaffed, volunteers may go to cross zone school with open positions
 - Volunteers will be chosen based on seniority if more volunteers than positions.
 - This only applies to employees at North Side Schools in 2022 and 2023. Employees at middle schools on the South Hill who want to move to a North Side MS will follow the voluntary transfer process in the contract.
 - This only applies to employees at South Hill Schools in 2023 and 2024. Employees at middle schools on the North Side who want to move to a South Hill MS will follow the voluntary transfer process in the contract.

STEP B: Elementary

- Volunteer 6th grade teachers to 6th grade open positions by content areas in feeder schools.
 - Volunteers will be chosen based on seniority if more volunteers than positions.
- If a school remains overstaffed, volunteers may go to cross feeder pattern schools with open positions.
 - Volunteers will be chosen based on seniority if there are more volunteers than positions.
 - This only applies to employees at North Side Schools in 2022. 6th grade teachers at schools on the South Hill who want to move to a North Side MS will follow the voluntary transfer process in the contract.
 - This only applies to employees at South Hill Schools in 2023. 6th grade teachers at schools on the North Side who want to move to a South Hill MS will follow the voluntary transfer process in the contract.
- Elementary 6th grade teachers who do not wish to be considered for a voluntary transfer to a middle school assignment will have in-building transfer rights per normal assignment and transfer.

Step 2:

- If a school remains overstaffed, then volunteers may go to remaining open positions
- If a school remains overstaffed, involuntary transfer process in the contract applies
- Remaining open positions will follow the voluntary transfer process in the contract

Specialists: Occurs concurrently with Step 1

- Program Reassignment
 - If an Elementary or Special Education program is overstaffed, programs will seek volunteers to move to like open positions at Middle Schools.
 - Volunteers will be chosen based on seniority if there are more volunteers than positions.

ADDENDUM F: LIST OF RESOURCES OF SUPPORT CHART



Spokane Public Schools
excellence for everyone

Our Behavior and Conflict Philosophy

ENTER SCHOOL NAME

School Year 2019-2020



Philosophical approach to providing a productive learning environment and support to individual students

Spokane Public Schools believes that responsible, respectful and safe student behaviors are positively associated with learning. The two main goals in dealing with student behavior are thus to:

- (1) develop and maintain a school environment where students and staff are responsible, respectful and safe
- (2) help students behave in ways that contribute to academic achievement and school success.

Spokane Public Schools believes that a responsible, respectful and safe environment along with achievement and success are strengthened when:

- School staff build positive relationships with students, actively engaged in each student's learning, and hold students to high expectations
- School staff actively engage students in learning and use consistent and effective classroom procedures
- The school and district climate align with the classroom
- Students are provided clear rules of conduct
- Effective restorative practices are used to prevent and respond to misbehavior
- Effective discipline is used after misbehavior occurs.

Spokane Public Schools also believes that positive and preventative behavioral systems, such as Positive Behavioral Interventions & Supports (PBIS) or social emotional learning are valuable methods to affirmatively teach students behavioral expectations, recognize positive behavior, and provide additional supports or interventions for students who struggle to meet those expectations." In addition, Spokane Public Schools believes in providing staff with ongoing training related to establishing a positive and inclusive school culture. This includes topics related to cultural responsiveness, trauma sensitivity, response to interventions models, and supporting students with special needs.

[ENTER SCHOOL CONTENT]

Resource directory defining a comprehensive list of resources of support. This list of resources may include, but is not limited to:

School Counselors, MTSS Specialists, Mental Health Therapists, Nurses, Chemical Dependency Specialists, Administrators (PA, APs and Principals), Student support services and other community resources (GEAR-UP, Community in Schools).

Principal	
Principal Assistant	
School Counselor	
MTSS Specialist	
Mental Health Therapist	

A list of who is on the MTSS Intervention Team and their roles.

The purpose and use of an intervention room or other intervention spaces (Ex. buddy rooms, de-escalation/calming stations)

- **ENTER CONTENT**

The district MTSS framework for behavior and school specific classroom-based interventions that a teacher may use to address student behavior

Multi-Tiered System of Supports (MTSS) includes having frameworks for literacy, math, and behavior that outline Tier 1, Tier 2, and Tier 3 interventions for students.

The frameworks are intended to serve as a guideline for connecting students to specific interventions and resources based on need. In addition, using frameworks promotes consistency and a common language across the district. Visit the SPS website to access the MTSS Frameworks and talk with your principal about how the frameworks are being used in your school.

Life Skills Behavior

- [Elementary](#)
- [Secondary](#)

Literacy

- [Elementary](#)
- [Middle School](#)
- [High School](#)

Math

- [Elementary](#)
- [Middle School](#)
- [High School](#)

The link above will provide access to the MTSS Frameworks or visit:

<https://www.spokaneschools.org/Page/1935>

Description of the MTSS Intervention Team

Spokane Public Schools believes that students need varying levels of support to find success. As a result, we use a **Multi-Tiered System of Supports** to address the Whole Child and connect students to interventions based on individual need.

- **Tier 1:** Students are taught school-wide expectations and receive core academic instruction using a research-based core comprehensive curriculum in all areas.
- **Tier 2:** Students who do not achieve benchmarks, or are not responding to universal supports, are provided additional evidence-based interventions beyond the core curriculum.
- **Tier 3:** A small percentage of students require more intense instruction or support beyond the interventions in Tier 2 because they have not shown progress.

School Intervention Team Process

Each school has two teams to support students in their academic and behavioral development. The **school-wide team** focuses on Tier 1 programs and supports intended for all students. The **intervention team** identifies and monitors the use of Tier 2 and Tier 3 interventions for specific students.

Once a student is assigned to the school's intervention team, their progress is closely followed with a process that outlines interventions, academic performance, attendance, and behavior.

- **Step 1:** Identify students needing support using data and input from teachers and families. This includes Social Emotional Learning Survey, Climate and Culture Survey, academic performance (grades, tests, etc.), attendance and behavior.
- **Step 2:** Connect students to interventions and monitor their progress. Teachers, administrators, counselors and other school staff work together, in partnership with parents, to ensure students participate in the right interventions based on their individual level of need. The team then monitors how the student is progressing once interventions have begun.
- **Step 3:** Monitor students' progress using the district early warning and monitoring system. SPS staff have access to a data system that communicates all available data points about a student.

Process for referring a student to the school's MTSS Intervention Team

[ENTER CONTENT]

Process for documenting student behavior and submitting an office referral.

[ENTER CONTENT]

Process for communicating the outcome of an office referral

[ENTER CONTENT]

Process for requesting administrator assistance to support and/or remove a student from the learning environment

[ENTER Content]

Process for conferring with an administrator regarding a student exclusion

[ENTER Content]

Process for how students are managed when they are sent to the office

[Enter Content]

Process, which includes staff, for addressing changes to the plan when needed.

The school-wide discipline plan must be reviewed at least once a year with all affected staff prior to the beginning of the school year and updated if needed. At the review, opportunity for input shall be provided. Any changes to the school-wide discipline plan shall be made upon approval of 80% of affected staff.

ADDENDUM G: EVALUATION FORMS

Form A – Certificated Teachers

KEY: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require
specific comments and documentation.

INSTRUCTIONAL SKILLS

(A competent level of knowledge and skill in designing and conducting an instructional experience.)

1. PLANNING LESSONS

- ☐ A. Establishes immediate and long-range objectives that align with Grade Level Expectations (GLEs) and District Curriculum Guides.
- ☐ B. Prepares plans to meet instructional objectives that are aligned with District Curriculum Guides and Grade Level Expectations.
- ☐ C. Considers abilities, interests, prior knowledge, and present performance levels of student in planning.
- ☐ D. Plans for continuing assessment/evaluation in lessons and units, and utilizes the results in planning subsequent lessons.
- ☐ E. Selects and prepares equipment and materials for lessons.
- ☐ F. Provides plans for a substitute teacher.

2. TEACHING LESSONS

- ☐ A. Utilizes teaching practices and strategies that are consistent with the selected objectives and Grade Level Expectations.
- ☐ B. Makes provisions for differences in individual needs of the students.
- ☐ C. Provides for the previous knowledge, abilities, background, and interests of class.
- ☐ D. Provides classroom instruction and activities that aligns with the maturity and attention span of the students.
- ☐ E. Makes the lessons engaging, relevant, and challenging.
- ☐ F. Gives explanations, assignments, and directions clearly.
- ☐ G. Makes appropriate assignments that are aligned with instructional objectives and Grade Level Expectations.
- ☐ H. Makes effective use of instructional equipment, materials, technology, and resource personnel.
- ☐ I. Helps students to develop acceptable work habits and study skills.

3. EVALUATION OF LESSONS

- ☐ A. Uses district and classroom based assessments to monitor and adjust instruction.
- ☐ B. Evaluates individual student progress regularly.
- ☐ C. Maintains records for report card and/or parent conferences.

Comments:

CLASSROOM MANAGEMENT

(Knowledge and skill in organizing the physical and human elements in the educational setting.)

- ☐ A. Uses classroom management principles, processes and practices to foster a safe, positive, student-focused learning environment.
- ☐ B. Teaches classroom behavior expectations to students
- ☐ C. Reviews routines and processes with students.
- ☐ D. Maintains an effectively organized, attractive, and stimulating classroom environment and atmosphere, within the limits of the facilities and materials available.

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

(The ability to manage the non-instructional human dynamics in the educational setting.)

- ☐ A. Establishes the guidelines and maintains order and discipline in the classroom.
- ☐ B. Shows consistency and fairness in dealing with student behavior.
- ☐ C. Disciplines students in a consistent and respectful manner.
- ☐ D. Assists in maintaining control, following the building discipline plan, and enforcing rules throughout the school.
- ☐ E. Enlists the assistance of the counselor, assistant principal or principal in the discipline process when appropriate.

Comments:

INTEREST IN TEACHING PUPILS

(Understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics, demonstrates enthusiasm for or enjoyment in working with students.)

- ☐ A. Establishes rapport, demonstrates respect, and holds high expectations for students as individuals.
- ☐ B. Provides guidance and assistance for students, using the counselor and other support personnel when appropriate.
- ☐ C. Encourages students to develop courtesy, self-control, respect, independence, and responsibility.

Comments:

KNOWLEDGE OF SUBJECT MATTER

(A depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate for elementary and secondary education.)

- ☐ A. Demonstrates competence in subject matter or grade level
- ☐ B. Instruction reflects the use of Grade Level Expectations and District Curriculum Guides.

Comments:

PROFESSIONAL PREPARATION AND SCHOLARSHIP

(Exhibits in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to all education as a profession.)

- ☐ A. Possesses academic background appropriate to the subject area or grade level
- ☐ B. Is current in the application of instructional strategies and practices.

Comments:

PROFESSIONAL CHARACTERISTICS

(Understanding and commitment to high standards of professional conduct and behaviors.. assists in participating in building responsibilities.)

- ☐ A. Deals with personal information and communication in an ethical manner.
- ☐ B. Understands and works with established priorities.
- ☐ C. Willingly accepts school responsibilities.
- ☐ D. Exhibits collaboration.
- ☐ E. Demonstrates flexibility.
- ☐ F. Is consistently prompt and accurate with reports when time and equipment are adequate.
- ☐ G. Exhibits self-control, mature behavior, and judgment.
- ☐ H. Communicates effectively with parents/guardians.
- ☐ I. Maintains an appearance that does not detract from the educational process.
- ☐ J. Exhibits proper command and use of language skills.

Comments:

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EFFORT TOWARD IMPROVEMENT WHEN NEEDED

(Demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.)

- | | |
|--------------------------|--|
| <input type="checkbox"/> | A. Is responsive to supervision and constructive input and feedback. |
| <input type="checkbox"/> | B. Implements improvement suggestions. |
| <input type="checkbox"/> | C. Reflects and evaluates own work and initiates efforts to improve. |

Comments:

TO BE COMPLETED JOINTLY BY STAFF MEMBER AND SUPERVISOR:

(Decisions may be altered if either the employee or the supervisor leaves the location/program)

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Participating in Option 1 for next year |
| <input type="checkbox"/> | Eligible and participating in Option 2 for next year |
| <input type="checkbox"/> | Eligible and participating in Option 3 for next year |

Date: Employee Signature: _____

Supervisor Signature: _____

Form A – Certificated Observation Summary

CERTIFICATED OBSERVATION SUMMARY.FORM A

SPOKANE PUBLIC SCHOOLS

NAME: _____ CLASS: _____

DATE: _____ TIME: _____

SUBJECT OR ACTIVITY OBSERVED: _____

Instructional Skill:

1. Planning Lessons:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Establishes immediate and long-range objectives that align with Grade Level Expectations (GLE's).</u> Rationale: <i>It is important to establish objectives that align with Grade Level Expectations in order to insure high academic performance for students</i></p>	
<p><u>B. Prepares plans to meet instructional objectives that are aligned with District Curriculum Guides and Grade Level Expectations.</u> Rationale: <i>It is important to prepare plans to meet instruction objectives that align with District Curriculum Guides and Grade Level Expectations in order to result in higher levels of student performance.</i></p>	
<p><u>C. Considers abilities, interests, prior knowledge, and present performance levels of students in planning.</u> Rationale: <i>It is important to consider individual abilities, interests, prior knowledge, and performance levels in order to enhance student engagement.</i></p>	
<p><u>D. Plans for continuing assessment in lessons and units, and utilizes the results in planning subsequent lessons.</u> Rationale: <i>It is important to plan continuing assessment in lessons and units in order to provide evidence of student achievement and effectively plan for follow-up instruction.</i></p>	

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<p><u>E. Selects and prepares equipment and materials for lessons.</u> Rationale: <i>It is important that appropriate equipment and materials are prepared for each lesson so that student-learning time will be maximized.</i></p>	
<p><u>F. Provides plans for a substitute teacher.</u> Rationale: <i>It is important to provide plans for a substitute teacher so that meaningful student learning can consistently occur.</i></p>	

Instructional Skill:

2. Teaching Lessons:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Utilizes teaching practices and strategies that are consistent with the selected objectives and Grade Level Expectations.</u> Rationale: <i>It is important to utilize teaching practices and strategies that are consistent with the selected objectives and Grade Level Expectations in order to maximize student learning.</i></p>	
<p><u>B. Makes provisions for differences in individual needs of the students.</u> Rationale: <i>It is important that provisions are made for differences in individual needs of the students because higher levels of student participation and engagement will result.</i></p>	
<p><u>C. Provides for the previous knowledge, abilities, background and interests of students.</u> Rationale: <i>It is important to provide for the previous knowledge, abilities, background and interests of the students so that student engagement in the learning will increase.</i></p>	

Revised 07/2009

<p><u>D. Provides classroom instruction and activities that align with the maturity and attention span of the students.</u></p> <p>Rationale: <i>It is important to provide classroom instruction and activities that align with the maturity and attention span of students because higher levels of student participation will result.</i></p>	
<p><u>E. Makes the lessons engaging, relevant and challenging.</u></p> <p>Rationale: <i>It is important that lessons are interesting and challenging in order to increase student engagement and academic growth.</i></p>	
<p><u>F. Gives explanations, assignments, and directions clearly.</u></p> <p>Rationale: <i>It is important to give explanations, assignments and directions clearly so that students understand what is expected of them.</i></p>	
<p><u>G. Makes appropriate assignments that are aligned with instructional objectives and Grade Level Expectations.</u></p> <p>Rationale: <i>It is important to make appropriate assignments that are aligned with instructional objectives and Grade Level Expectations so that students can see the connection between the lesson objective and the assignment will result in increased student performance.</i></p>	
<p><u>H. Makes effective use of instructional equipment, materials, technology, and resource personnel.</u></p> <p>Rationale: <i>It is important to make effective use of instructional equipment, materials, technology, and resource personnel so that individual needs of students can be met effectively.</i></p>	
<p><u>I. Helps students to develop acceptable work habits and study skills.</u></p> <p>Rationale: <i>It is important to help students develop acceptable work habits and study skills because it will help students to perform at higher academic levels.</i></p>	

Revised 07/2009

Instructional Skill:

3. Evaluation of Lessons:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Uses district and classroom based assessments to monitor and adjust instruction.</u> <i>Rationale: It is important to use district and classroom based assessments to monitor and adjust instruction so that academic needs of students can be met.</i>	
<u>B. Evaluates individual student progress regularly.</u> <i>Rationale: It is important to evaluate individual student progress in order to effectively monitor academic growth.</i>	
<u>C. Maintains records for report card and/or parent conferences.</u> <i>Rationale: It is important to maintain records for report card and/or parent conferences because it holds students accountable for their achievement.</i>	

Classroom Management:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Uses classroom management principles, processes, and practices to foster a safe, positive, student-focused learning environment.</u> <i>Rationale: It is important to use classroom management principles, processes, and practices to foster a safe, positive student-focused learning environment in order to create a positive climate that supports student learning.</i>	
<u>B. Teaches classroom behavior expectations to students.</u> <i>Rationale: It is important to teach classroom behavior expectations to students because it creates a safe, respectful environment where students perform at a higher academic level.</i>	

Revised 07/2009

<p><u>C. Reviews routines and processes with students.</u> Rationale: <i>It is important to review routines and processes with students because it creates a safe, respectful environment where students perform at a higher academic level.</i></p>	
<p><u>D. Maintains an effectively organized, attractive, and stimulating classroom environment, within the limits of the facilities and materials available</u> Rationale: <i>It is important to maintain an effectively organized, attractive, and stimulating classroom environment in order to create a positive climate that supports student learning.</i></p>	

Handling of Student Discipline and Attendant Problems:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Establishes the guidelines and maintains order and discipline in the classroom.</u> Rationale: <i>It is important to clearly define guidelines and maintain order because it creates a safe environment in which students can learn effectively.</i></p>	
<p><u>B. Shows consistency and fairness in dealing with student behavior.</u> Rationale: <i>It is important to show consistency and fairness in dealing with student behavior in order to create a safe environment in which students can learn effectively.</i></p>	
<p><u>C. Disciplines students in a consistent and respectful manner.</u> Rationale: <i>It is important to discipline students in a consistent and respectful manner in order for students to achieve.</i></p>	

<p><u>D. Assists in maintaining control, following the building discipline plan, and enforcing rules throughout the school.</u></p> <p>Rationale: <i>It is important to maintain control, follow the building discipline plan, and enforce rules throughout the school in order to create a safe environment where students perform at a higher academic level.</i></p>	
<p><u>E. Enlists the assistance of the counselor, assistant principal or principal in the discipline process when appropriate.</u></p> <p>Rationale: <i>It is important to enlist assistance and/or support when appropriate because it can help to resolve concerns effectively.</i></p>	

Interest in Teaching Pupils:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Establishes rapport, demonstrates respect, and holds high expectations for students as individuals.</u></p> <p>Rationale: <i>It is important to establish rapport, demonstrate respect, and hold high expectations for students in order to increase their confidence and academic success.</i></p>	
<p><u>B. Provides guidance and assistance for students, using the counselor and other support personnel when appropriate.</u></p> <p>Rationale: <i>It is important to enlist assistance when appropriate because it can help to resolve concerns effectively.</i></p>	
<p><u>C. Encourages students to develop courtesy, self-control, respect, independence, and responsibility.</u></p> <p>Rationale: <i>It is important to encourage students to develop courtesy, self-control, respect, independence, and responsibility because it creates a safe environment where students perform at a higher academic level.</i></p>	

Knowledge of Subject Matter:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Demonstrates competence in subject matter or grade level.</u> Rationale: <i>It is important to demonstrate competence in your subject matter/grade level because it is necessary for effective instruction.</i>	
<u>B. Instruction reflects the use of Grade Level Expectations and District Curriculum Guides.</u> Rationale: <i>It is important that instruction reflects the use of Grade Level Expectations and District Curriculum Guides so that instruction is consistent and student learning is maximized.</i>	

Professional Preparation and Scholarship:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Possesses academic background appropriate to the subject area or grade level.</u> Rationale: <i>It is important to possess academic background and current knowledge in subject area or grade level in order for effective instruction to take place.</i>	
<u>B. Is current in the application of instructional strategies and practices.</u> Rationale: <i>It is important to be current in the application of instructional strategies and practices in order for effective instruction to take place.</i>	

Revised 07/2009

Professional Characteristics:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Deals with personal information and communication in an ethical manner.</u> Rationale: <i>It is important that to deal with personal information and communication in an ethical manner in order to build trust and effectively support student achievement.</i>	
<u>B. Understands and works with established priorities.</u> Rationale: <i>It is important to work with established priorities in order to model cooperation and support a collaborative climate.</i>	
<u>C. Willingly accepts school responsibilities.</u> Rationale: <i>It is important to willingly accept school responsibilities in order to model cooperation and support a collaborative environment.</i>	
<u>D. Exhibits collaboration.</u> Rationale: <i>It is important to exhibit collaboration in order to effectively meet the needs of the students and the members of the school community.</i>	
<u>E. Demonstrates flexibility.</u> Rationale: <i>It is important to demonstrate flexibility in order to effectively meet the needs of the students and the members of the school community.</i>	

Revised 07/2009

<p><u>F. Is consistently prompt and accurate with reports when time and equipment are adequate.</u> Rationale: <i>It is important to be consistently prompt and accurate with reports so that work can be completed in a timely fashion.</i></p>	
<p><u>G. Exhibits self-control, mature behavior, and judgment.</u> Rationale: <i>It is important to exhibit self-control, mature behavior, and judgment in order to build a climate of mutual respect and trust.</i></p>	
<p><u>H. Communicates effectively with parents/guardians.</u> Rationale: <i>It is important to communicate effectively with parents/guardians so that they have accurate information that allows them to support their child's academic performance.</i></p>	
<p><u>I. Maintains an appearance that does not detract from the educational process.</u> Rationale: <i>It is important to maintain an appearance that does not detract from the educational process so that students can stay focused on learning.</i></p>	
<p><u>J. Exhibits proper command and use of language skills.</u> Rationale: <i>It is important to exhibit proper command and use of language skills in order to model effective communication.</i></p>	

Effort Toward Improvement When Needed:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Is responsive to supervision and constructive input and feedback.</u> Rationale: <i>It is important to be responsive to supervision and constructive input and feedback so that efforts to improve are appropriately implemented.</i>	
<u>B. Implements improvement suggestions.</u> Rationale: <i>It is important that you implement improvement suggestions so that students can achieve at higher levels.</i>	
<u>C. Reflects and evaluates own work and initiates efforts to improve.</u> Rationale: <i>It is important to reflect and evaluate your own work and to initiate efforts to improve so that student learning is maximized.</i>	

Comments:

Date Copy Provided to Employee: Observer's Signature: _____

Announced: Unannounced: Observer's Title:

Conference Provided ☐ Yes ☐ No

Revised 07/2009

Form A – Certificated Skills Center

Form A – Skills Center

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

Spokane Area Vocation Skills Center Teacher Evaluation

NAME	(Last)	(First)	(Middle)	Date
SCHOOL or LOCATION			ASSIGNMENT	

	Type of Evaluation
	Annual
	90-Day
	Other

Instruction Skills		Knowledge of Subject Matter	
Classroom Management		Professional Preparation and Scholarship	
Handling of Student Discipline and Attending Problems		Professional Characteristics	
Interest in Teaching Pupils		Effort Toward Improvement When Needed	

OVERALL PROFESSIONAL APPRAISAL:		Satisfactory
		Requires Improvement
		Unsatisfactory

Supervisor Comments

Supervisor's Signature	Title	Date
Signature(s) of other people, if any, participating in the evaluation process	Signature	Title
	Signature	Title
	Signature	Date
	Signature	Date

Teacher Comments (optional)

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

_____ I do not desire a meeting to discuss this evaluation.
initials)

Date _____ Teacher Signature _____

SEA/Skills Center Certificated Employees

KEY: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require
specific comments and documentation.

INSTRUCTIONAL SKILLS

(A competent level of knowledge and skill in designing and conducting an instructional experience.)

1. PLANNING LESSONS:

- _____ A. Establishes immediate and long-range objectives that align with district approved learning goals.
- _____ B. Prepares plans to meet objectives.
- _____ C. Considers abilities, interests, and present performance levels of student in planning.
- _____ D. Plans for continuing evaluation in lessons and units, and utilizes the results in planning subsequent lessons.
- _____ E. Selects and prepares equipment and materials for lessons.
- _____ F. Provides plans for a substitute teacher.

2. TEACHING LESSONS:

- _____ A. Utilizes teaching techniques that are consistent with the selected objectives.
- _____ B. Makes provisions for differences in ability among students.
- _____ C. Provides for the previous knowledge, abilities, and interests of class.
- _____ D. Provides a variety of activities in keeping with the maturity and attention span of the students.
- _____ E. Makes the lessons interesting and challenging.
- _____ F. Gives explanations, assignments, and directions clearly.
- _____ G. Makes appropriate assignments.
- _____ H. Makes effective use of instructional equipment, materials, and resource personnel.
- _____ I. Helps students to develop acceptable work habits and study skills.

3. EVALUATION OF LESSONS:

- _____ A. Plans for continuing evaluation in lessons.
- _____ B. Evaluates lessons and units of study by assessing student achievement of objectives.
- _____ C. Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.

Comments:

CLASSROOM MANAGEMENT

(Knowledge and skill in organizing the physical and human elements in the educational setting.)

**Maintains a functional, attractive, and stimulating classroom environment and atmosphere,
within the limits of the facilities and materials available.**

Comments:

SEA/Skills Center Certificated Employees

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

(The ability to manage the non-instructional human dynamics in the educational setting.)

- ☐ A. Establishes the guidelines and maintains order and discipline in the classroom.
- ☐ B. Shows consistency and fairness in dealing with student behavior.
- ☐ C. Disciplines students in a firm but controlled manner.
- ☐ D. Assists in maintaining control and enforcing rules throughout the school.
- ☐ E. Enlists the assistance of the counselor, assistant principal or principal in the discipline process when appropriate.

Comments:

INTEREST IN TEACHING PUPILS

(Understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics, demonstrates enthusiasm for or enjoyment in working with students.)

- ☐ A. Establishes rapport and demonstrates respect for students as individuals.
- ☐ B. Provides guidance and assistance for students, using the counselor and other support personnel when appropriate.
- ☐ C. Encourages students to develop courtesy, self-control, respect, and responsibility.

Comments:

KNOWLEDGE OF SUBJECT MATTER

(A depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate for elementary and secondary education.)

- ☐ A. Demonstrates competence in subject matter or grade level.

Comments:

SEA/Skills Center Certificated Employees

PROFESSIONAL PREPARATION AND SCHOLARSHIP

(Exhibits in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to all education as a profession.)

- ☐ A. Possesses academic background appropriate to the subject area or grade level and is current in that subject area or grade level.

Comments:

PROFESSIONAL CHARACTERISTICS

(Understanding and commitment to high standards of professional conduct and behaviors....assists in participating in building responsibilities.)

- ☐ A. Deals with personal information and communication in an ethical manner.
- ☐ B. Understands and works with established priorities.
- ☐ C. Willingly accepts school responsibilities.
- ☐ D. Exhibits flexibility.
- ☐ E. Is consistently prompt and accurate with reports when time and equipment are adequate.
- ☐ F. Exhibits self-control, mature behavior, and judgment.
- ☐ G. Communicates effectively with parents/guardians.
- ☐ H. Maintains an appearance that does not detract from the educational process.
- ☐ I. Exhibits proper command and use of language skills.

Comments:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

(Demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.)

- ☐ A. Is responsive to supervision and constructive criticism.
- ☐ B. Implements improvement suggestions.
- ☐ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:

SEA/Skills Center Certificated Employees

TO BE COMPLETED JOINTLY BY STAFF MEMBER AND SUPERVISOR:

(Decisions may be altered if either the employee or the supervisor leaves the location/program)

☐

Participating in Option 1 for next year

☐

Eligible and participating in Option 2 for next year

☐

Eligible and participating in Option 3 for next year

Date:

Employee Signature: _____

Supervisor Signature: _____

Form B – Certificated Support Employees

FORM B

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

Performance Evaluation Report For Certificated Support Employees

NAME	(Last)	(First)	(Middle)	Date	Type of Evaluation
					Annual
					90-Day
					Other
SCHOOL or LOCATION			ASSIGNMENT		

Professional Preparation and Scholarship		Work Station Management	
Knowledge of Subject Area		Effort Toward Improvement When Needed	
Specialty and Professional Skills		Professional Characteristics	
Interest in Student Progress		Handling of Student Discipline and Attendant Problems	

OVERALL PROFESSIONAL APPRAISAL:		Satisfactory
		Requires Improvement
		Unsatisfactory

Supervisor Comments

Supervisor(s)
Signature(s)

Title(s)

Signature(s) of other people, if any,
participating in the evaluation process

Date

Employee Comments

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

I do not desire a meeting to discuss this evaluation.
(Initials)

Date Employee Signature

KEY: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require
specific comments and documentation.

Professional Preparation And Scholarship

- ☐ A. Possesses academic background appropriate to the specialty area and is current in that subject area or grade level.

Comments:

Knowledge Of Specialty Area

- ☐ A. Demonstrates competence in specialty area.

Comments:

Special And Professional Skills

- ☐ A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents, and related agencies.
- ☐ B. Is proficient in communication skills, both oral and written.
- ☐ C. Fulfills responsibilities regularly, promptly, and completely.
- ☐ D. Limits activities to areas of professional specialty and assignment.
- ☐ E. Makes appropriate referrals.
- ☐ F. Is proficient in the selection, organization, and utilizations of materials appropriate to the area of specialty.
- ☐ G. Demonstrates specialty area competency.
- ☐ H. Establishes immediate and long-range objectives.
- ☐ I. Prepares plans to meet objectives.
- ☐ J. Communicates effectively with parents.
- ☐ K. Exhibits proper command and use of language skills.

Comments:

Interest In Students

- ☐ A. Strives to develop rapport with the student as an individual.
- ☐ B. Deals with confidential information and communication in an ethical manner.
- ☐ C. Evaluates individual student progress and maintains records as appropriate to field of study.
- ☐ D. Encourages students to accept responsibility for performance and goals.

Comments:

Work Station Management

- ☐ A. Selects and prepares equipment and materials in advance of use time.
- ☐ B. Maintains an effectively organized, attractive, and stimulating station environment and atmosphere.
- ☐ C. Provides adequate plans for substitute.
- ☐ D. Considers abilities, interests, and present performance levels of students in planning.
- ☐ E. Is consistently prompt and accurate with reports.
- ☐ F. Maintains an appearance that does not detract from the educational process.
- ☐ G. Exhibits self-control, mature behavior, and judgment.

Comments:

Handling Of Student Discipline And Attendant Problems

- ☐ A. Establishes and maintains order and discipline in the work station including:
 - (1) quiet when appropriate;
 - (2) attention to the employee when instruction is being given;
 - (3) students conforming to established rules.
- ☐ B. Shows consistency and fairness in dealing with student behavior.
- ☐ C. Encourages students to develop courtesy, self-control, respect, and responsibility.
- ☐ D. Enlists the assistance of teachers, vice principal, principal, and other supportive personnel when appropriate.
- ☐ E. Assists in maintaining control and enforcing rules throughout the school.

Comments:

Effort Toward Improvement When Needed

- ☐ A. Is responsive to supervision and constructive input and feedback.
- ☐ B. Endeavors to implement improvement suggestions.
- ☐ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:

Professional Characteristics

- ☐ A. Exhibits flexibility.
- ☐ B. Is willing to make decisions and accept responsibilities.
- ☐ C. Demonstrates understanding of established priorities.
- ☐ D. Indicates a willingness to accept school responsibilities.

Comments:

TO BE COMPLETED JOINTLY BY STAFF MEMBER AND SUPERVISOR:
(Decisions may be altered if either the employee or the supervisor leaves the location/program)

- ☐ Participating in Option 1 for next year
- ☐ Eligible and participating in Option 2 for next year
- ☐ Eligible and participating in Option 3 for next year

Date:

Employee Signature:

Supervisor Signature:

Form B – Certificated Support Employees Observation Summary

CERTIFICATED OBSERVATION SUMMARY.FORM B

SPOKANE PUBLIC SCHOOLS

NAME: _____ CLASS: _____

DATE: _____ TIME: _____

SUBJECT OR ACTIVITY OBSERVED: _____

PROFESSIONAL PREPARATION AND SCHOLARSHIP

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Possesses academic background for specialty area and is current in that subject area or grade level.</u> Rationale: <i>It is important to possess academic background appropriate to the specialty area in order to be effective in educational activities with students.</i>	

KNOWLEDGE OF SPECIALTY AREA

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Demonstrates competence in specialty area.</u> Rationale: <i>It is important to demonstrate competence in your specialty area because it is necessary for effective educational activities with students.</i>	

SPECIAL AND PROFESSIONAL SKILLS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents, and related agencies.</u> Rationale: <i>It is important to effectively use diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents, and related agencies to accurately identify instructional/educational/health needs of students.</i>	
<u>B. Is proficient in communication skills, both oral and written.</u> Rationale: <i>It is important to be proficient in communication skills, both oral and written, so that conclusions are clearly understood by all individuals involved.</i>	

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<p><u>C. Fulfills responsibilities regularly, promptly, and completely.</u> Rationale: <i>It is important to fulfill responsibilities regularly, promptly, and completely, so that work can be completed in a timely fashion.</i></p>	
<p><u>D. Limits activities to areas of professional specialty and assignment.</u> Rationale: <i>It is important to limit activities to areas of professional specialty because it is necessary for effective job performance.</i></p>	
<p><u>E. Makes appropriate referrals.</u> Rationale: <i>It is important to make appropriate referrals in order to maximize each students potential for learning.</i></p>	
<p><u>F. Is proficient in the selection, organization, and utilization of materials appropriate to the area of specialty.</u> Rationale: <i>It is important to be proficient in the selection, organization, and utilization of materials, so that individual needs of students can be met more effectively.</i></p>	
<p><u>G. Demonstrates specialty area competency.</u> Rationale: <i>It is important that to demonstrate specialty area competency for effective educational activities with students.</i></p>	

Revised 07/2009

<p><u>H. Establishes immediate and long-range objectives.</u> Rationale: <i>It is important to establish objectives that align with the district approved learning goals, strategic plan, IEP &/or health plan in order to insure high academic performance for students.</i></p>	
<p><u>I. Prepares plans to meet objectives.</u> Rationale: <i>It is important to align plans with the objectives because working toward a specific objective will result in higher levels of student performance.</i></p>	
<p><u>J. Communicates effectively with parents.</u> Rationale: <i>It is important to communicate effectively with parents/guardians, so that they have accurate information that allows them to support their child's academic performance.</i></p>	
<p><u>K. Exhibits proper command and use of language skills.</u> Rationale: <i>It is important to exhibit proper command and use of language skills in order to model effective communication.</i></p>	

INTEREST IN STUDENTS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Strives to develop rapport with the student as an individual.</u> Rationale: <i>It is important to establish rapport and demonstrate respect for students in order to increase their confidence and self-esteem.</i></p>	

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<p><u>B. Deals with confidential information and communication in an ethical manner.</u> Rationale: <i>It is important to deal with personal information and communication in an ethical manner in order to develop trust.</i></p>	
<p><u>C. Evaluates individual student progress and maintains records as appropriate to field of study.</u> Rationale: <i>It is important to regularly evaluate individual student progress and maintain records because it holds students accountable for their achievement.</i></p>	
<p><u>D. Encourages students to accept responsibility for performance and goals.</u> Rationale: <i>It is important to encourage students to accept responsibility for performance and goals because it creates an environment where students perform at a higher academic level.</i></p>	

WORK STATION MANAGEMENT

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Selects and prepares equipment and materials in advance of use time.</u> Rationale: <i>It is important that appropriate equipment and materials are prepared for each student activity, so that student engagement time will be maximized.</i></p>	
<p><u>B. Maintains an effectively organized, attractive and stimulating station environment and atmosphere.</u> Rationale: <i>It is important to maintain an effectively organized, attractive and stimulating station environment and atmosphere in order to create a positive climate that supports student involvement</i></p>	
<p><u>C. Provides adequate plans for substitute.</u> Rationale: <i>It is important to provide plans for a substitute teacher so that meaningful student learning can consistently occur.</i></p>	

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<p><u>D. Considers abilities, interests, and present performance levels of students in planning.</u></p> <p>Rationale: <i>It is important to consider individual abilities, interests, and performance levels as part of student activities in order to enhance student engagement.</i></p>	
<p><u>E. Is consistently prompt and accurate with reports.</u></p> <p>Rationale: <i>It is important to be consistently prompt and accurate with information contained within reports, so that records are accurate and free of any errors or omissions.</i></p>	
<p><u>F. Maintains an appearance that does not detract from the educational process.</u></p> <p>Rationale: <i>It is important to maintain an appearance that does not detract from the educational process, so that students can stay focused on activities being required of the student.</i></p>	
<p><u>G. Exhibits self-control, mature behavior, and judgment.</u></p> <p>Rationale: <i>It is important to exhibit self-control, mature behavior, and judgment in order to build a climate of mutual respect and trust.</i></p>	

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Establishes and maintains order and discipline in the work station including:</u></p> <ul style="list-style-type: none"> o <u>Quiet when appropriate</u> o <u>Attention to the employee when instruction is being given</u> o <u>Students conforming to established rules</u> <p>Rationale: <i>It is important to clearly define guidelines and boundaries in order to create a safe environment in which students can work effectively.</i></p>	
<p><u>B. Shows consistency and fairness in dealing with student behavior.</u></p> <p>Rationale: <i>It is important to show consistency and fairness in dealing with student behavior because it allows all students to feel valued and respected.</i></p>	

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<p><u>C. Encourages students to develop courtesy, self-control, respect, and responsibility.</u> Rationale: <i>It is important to encourage students to develop courtesy, self-control, respect and responsibility because it creates a safe environment where students perform at a higher academic level.</i></p>	
<p><u>D. Enlists the assistance of teachers, vice principal, principal, and other supportive personnel when appropriate.</u> Rationale: <i>It is important to enlist assistance of teachers, vice principal, principal, and other supportive personnel when appropriate because it can help to resolve concerns effectively.</i></p>	
<p><u>E. Assists in maintaining control and enforcing rules throughout the school.</u> Rationale: <i>It is important to maintain control and enforce rules throughout the school because it creates a safe environment where students perform at a higher academic level.</i></p>	

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Is responsive to supervision and constructive input and feedback.</u> Rationale: <i>It is important to be responsive to supervision and constructive criticism, so that efforts to improve are appropriately implemented.</i></p>	
<p><u>B. Endeavors to implement improvement suggestions.</u> Rationale: <i>It is important to implement improvement suggestions, so that students can achieve at higher levels.</i></p>	

<u>C. Has plan for evaluation of own work and initiates efforts to improve.</u> Rationale: <i>It is important to have a plan for evaluation of your own work and initiate efforts to improve, so that student performance is maximized.</i>	
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PROFESSIONAL CHARACTERISTICS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Exhibits flexibility.</u> Rationale: <i>It is important to exhibit flexibility in order to effectively meet the needs of the students and the members of the school community.</i>	
<u>B. Is willing to make decisions and accept responsibilities.</u> Rationale: <i>It is important to make decisions and accept responsibilities in order to model and support a collaborative environment.</i>	
<u>C. Demonstrates understanding of established priorities.</u> Rationale: <i>It is important to work with established priorities in order to model cooperation and support a collaborative climate.</i>	
<u>D. Indicates a willingness to accept school responsibilities.</u> Rationale: <i>It is important to willingly accept school responsibilities in order to model and support a collaborative environment.</i>	

COMMENTS:

Date Copy Provided to Employee: _____ Observer's Signature: _____

Announced: _____ Unannounced: _____ Observer's Title: _____

Conference Provided: ☐ Yes ☐ No

Revised 07/2009

Form C – Central/Regional Support Staff

Performance Evaluation Report for Certificated Central and Regional Support Staff Form C



Type of Evaluation: ☐ Annual ☐ 90-Day ☐ Other

Name _____ Date _____
(Last) (First) (Middle)

School or Location _____ Assignment _____

KEY: S – Satisfactory R – Requires Improvement U – Unsatisfactory N – Not Observed or Not Applicable
The "R" and "U" ratings require specific comments and documentation.

☐ Knowledge of, experience in, and training
in recognizing good professional performance
capabilities and development

☐ Work station management

☐ School finance

☐ Professional preparation and scholarship

☐ Effort toward improvement, when needed

☐ Interest in pupils, employees, patrons, and
subjects taught in school

☐ Leadership

☐ Ability and performance of evaluation of personnel

☐ Development of reports and proposals as
required in assigned tasks

☐ Coordination of inservice programs

OVERALL PROFESSIONAL APPRAISAL: ☐ Satisfactory ☐ Requires Improvement ☐ Unsatisfactory

Supervisor Comments

Supervisor(s) Signatures _____

Title(s) _____

Signatures of other people,
if any, participating in the
evaluation process _____

Date _____

Employee Comments

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

(initials) I do not desire a meeting to discuss this evaluation.

Date _____ Employee Signature _____

☐ Knowledge of, experience in, and training in recognizing good professional performance, capabilities, and development.

Comments:

☐ Work station management.

Comments:

☐ School finance.

Comments:

☐ Professional preparation and scholarship

Comments:

☐ Effort toward improvement, when needed.

Comments:

☐ Interest in pupils, employees, patrons, and subjects taught in school.

Comments:

☐ Leadership.

Comments:

☐ Ability and performance of evaluation of personnel.

Comments:

☐ Development of reports and proposals as required in assigned tasks.

Comments:

☐ Coordination of inservice programs.

Comments:

Form D – Building Level Support Staff

Performance Evaluation Report for Building Level Support Staff Form D



Name Date

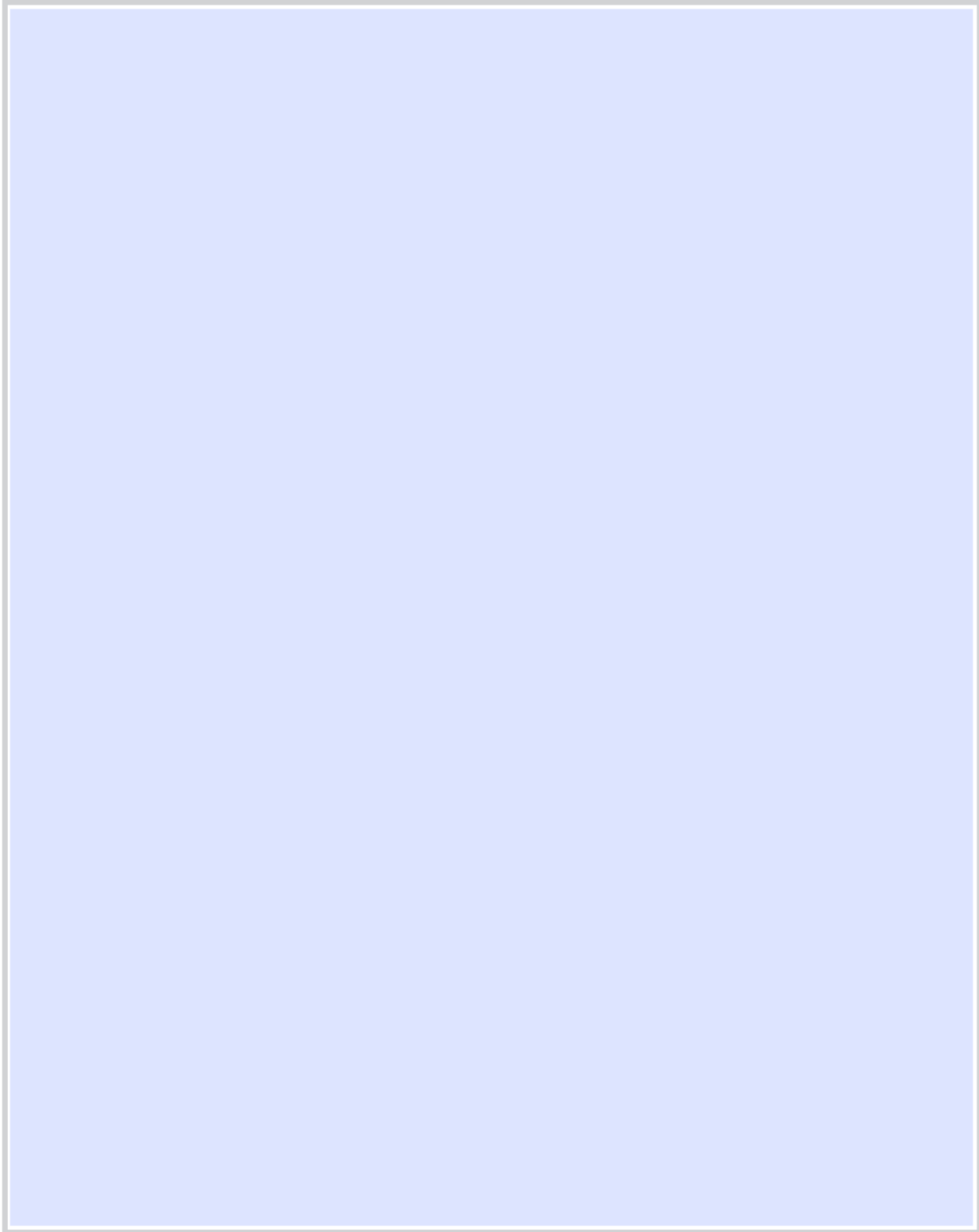
(Last) (First) (Middle)

School or Location Position Title

Professional Preparation	Meets or Exceeds Expectations	Doesn't Meet Expectations
Knowledge of procedures, fundamentals, and information pertinent to the department	<input type="checkbox"/>	<input type="checkbox"/>
Possesses academic background appropriate for responsibilities	<input type="checkbox"/>	<input type="checkbox"/>
Establishes and manages priorities in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>
Carries out responsibility by taking independent action, using both good judgment and effective communication skills	<input type="checkbox"/>	<input type="checkbox"/>
Provides effective instructional leadership to department	<input type="checkbox"/>	<input type="checkbox"/>
Develops department communications and reports in a timely manner	<input type="checkbox"/>	<input type="checkbox"/>
Attends and participates in building and district meetings	<input type="checkbox"/>	<input type="checkbox"/>
Manages department budget	<input type="checkbox"/>	<input type="checkbox"/>
Contributes accurate observation summaries to building administrator(s)	<input type="checkbox"/>	<input type="checkbox"/>
Identifies, evaluates and selects best course of action to resolve conflicts and solve problems	<input type="checkbox"/>	<input type="checkbox"/>
Supports and maintains a respectful, supportive school climate that promotes equity and respect for all staff, students and patrons	<input type="checkbox"/>	<input type="checkbox"/>
Provides leadership to staff in restructuring efforts and implementation of school governance and site based processes	<input type="checkbox"/>	<input type="checkbox"/>
Assists in maintaining positive parent, community and school relationships	<input type="checkbox"/>	<input type="checkbox"/>
Performs other responsibilities as assigned by the building administration	<input type="checkbox"/>	<input type="checkbox"/>
Makes effort toward improvement	<input type="checkbox"/>	<input type="checkbox"/>

Narrative

(Include attainment of any professional goals as well as any areas needing growth.)



Supervisor's Signature	Title	Date
Contributing Evaluator's Signature	Title	Date

Employee Comments (Optional):

I have read this appraisal of my performance and discussed it with my supervisor.

Employee's Signature	Date

A statement written by evaluatee is attached. ☐ Yes ☐ No

Form E – ESA Certificated Support Staff

FORM E

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

Performance Evaluation Report For ESA Certificated Support Employees

NAME	(Last)	(First)	(Middle)	Date	Type of Evaluation
					Annual
					90-Day
					Other
SCHOOL or LOCATION			ASSIGNMENT		

Professional Preparation and Scholarship		Work Station Management	
Knowledge of Specialty Area		Effort Toward Improvement When Needed	
Specialty and Professional Skills		Professional Characteristics	
Interest in Students		Handling of Student Discipline and Attendant Problems	

OVERALL PROFESSIONAL APPRAISAL:		Satisfactory
		Requires Improvement
		Unsatisfactory

Supervisor Comments

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Supervisor(s)		
Signature(s)		

Title(s)		
----------	--	--

Signature(s) of other people, if any, participating in the evaluation process	
---	--

Date		
------	--	--

Employee Comments

--	--

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

	I do not desire a meeting to discuss this evaluation.
(initials)	

Date		Employee Signature	
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KEY: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require
specific comments and documentation.

Professional Preparation And Scholarship

- ☐ A. Possesses academic background appropriate to the specialty area and is current in that subject area or grade level.

Comments:

Knowledge Of Specialty Area

- ☐ A. Demonstrates competence in specialty area.

Comments:

Special And Professional Skills

- ☐ A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents, and related agencies.
- ☐ B. Is proficient in communication skills, both oral and written.
- ☐ C. Fulfills responsibilities regularly, promptly, and completely.
- ☐ D. Limits activities to areas of professional specialty and assignment.
- ☐ E. Makes appropriate referrals.
- ☐ F. Is proficient in the selection, organization, and utilizations of materials appropriate to the area of specialty.
- ☐ G. Demonstrates specialty area competency.
- ☐ H. Establishes immediate and long-range objectives.
- ☐ I. Prepares plans to meet objectives.
- ☐ J. Communicates effectively with parents.
- ☐ K. Exhibits proper command and use of language skills.

Comments:

Interest In Students

- ☐ A. Develops rapport with the student as an individual.
- ☐ B. Deals with confidential information and communication in an ethical manner.
- ☐ C. Encourages students to accept responsibility for performance and goals.
- ☐ D. Encourages students to accept responsibility for their own behavior.
- ☐ E. Enlists the assistance of teachers, administrators, and other support staff when appropriate.

Comments:

Work Station Management

- ☐ A. Selects and prepares equipment and materials in advance of use time.
- ☐ B. Maintains an effectively organized, attractive and stimulating station environment and atmosphere.
- ☐ C. Considers abilities, interests, and present performance levels of students in planning.
- ☐ D. Is consistently prompt and accurate with reports.
- ☐ E. Maintains an appearance that does not detract from the educational process.
- ☐ F. Exhibits self-control, mature behavior, and judgment.
- ☐ G. Is willing to accept responsibilities for the general work area.
- ☐ H. Maintains records as appropriate to area of specialty.

Comments:

Effort Toward Improvement When Needed

- ☐ A. Is responsive to supervision and constructive input and feedback.
- ☐ B. Endeavors to implement improvement suggestions.
- ☐ C. Has plan for evaluation of own work and initiates efforts to improve.

Comments:

Professional Characteristics

- ☐ A. Exhibits flexibility.
- ☐ B. Makes decisions and accepts responsibilities.
- ☐ C. Demonstrates understanding of established priorities.
- ☐ D. Indicates a willingness to accept school responsibilities.

Comments:

Handling Of Student Discipline And Attendant Problems

- ☐ A. Establishes and maintains order and discipline in the work station.
- ☐ B. Shows consistency and fairness in dealing with student behavior.
- ☐ C. Encourages students to develop courtesy, self-control, respect, and responsibility.
- ☐ D. Enlists the assistance of teachers, vice principal, principal, and other supportive personnel when appropriate.
- ☐ E. Assists in maintaining control and enforcing rules throughout the school.

Comments:

TO BE COMPLETED JOINTLY BY STAFF MEMBER AND SUPERVISOR:
(Decisions may be altered if either the employee or the supervisor leaves the location/program)

-
- ☐ Participating in Option 1 for next year
 - ☐ Eligible and participating in Option 2 for next year
 - ☐ Eligible and participating in Option 3 for next year

Date:

Employee Signature:

Supervisor Signature:

Form E – ESA Certificated Support Staff Observation Summary

CERTIFICATED OBSERVATION SUMMARY.FORM E

SPOKANE PUBLIC SCHOOLS

NAME: _____ CLASS: _____

DATE: _____ TIME: _____

SUBJECT OR ACTIVITY OBSERVED: _____

PROFESSIONAL PREPARATION AND SCHOLARSHIP

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Possesses academic background appropriate to the specialty area and is current in that subject or grade level.</u> Rationale: <i>It is important to possess academic background appropriate to the specialty area and current knowledge in area of certification in order to be effective in educational activities with students.</i>	

KNOWLEDGE OF SPECIALTY AREA

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Demonstrates competence in specialty area.</u> Rationale: <i>It is important to demonstrate competence in your specialty area because it is necessary for effective educational activities with students.</i>	

SPECIAL AND PROFESSIONAL SKILLS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Effectively uses diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents, and related agencies.</u> Rationale: <i>It is important to effectively use diagnostic and remedial procedures appropriate to field of specialty in working with students, school staff, parents, and related agencies to accurately identify instructional/educational/health needs of students.</i>	
<u>B. Is proficient in communication skills, both oral and written.</u> Rationale: <i>It is important to be proficient in communication skills, both oral and written, so that conclusions are clearly understood by all individuals involved.</i>	

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<p><u>C. Fulfills responsibilities regularly, promptly, and completely.</u> Rationale: <i>It is important to fulfill responsibilities regularly, promptly, and completely, so that work can be completed in a timely fashion.</i></p>	
<p><u>D. Limits activities to areas of professional specialty and assignment.</u> Rationale: <i>It is important to limit activities to areas of professional specialty because it is necessary for effective job performance.</i></p>	
<p><u>E. Makes appropriate referrals.</u> Rationale: <i>It is important to make appropriate referrals in order to maximize each students potential for learning.</i></p>	
<p><u>F. Is proficient in the selection, organization, and utilization of materials appropriate to the area of specialty.</u> Rationale: <i>It is important to be proficient in the selection, organization, and utilization of materials, so that individual needs of students can be met more effectively.</i></p>	
<p><u>G. Demonstrates specialty area competency.</u> Rationale: <i>It is important that to demonstrate specialty area competency for effective educational activities with students</i></p>	
<p><u>H. Establishes immediate and long-range objectives.</u> Rationale: <i>It is important to establish objectives that align with the district approved learning goals, strategic plan, IEP &/or health plan in order to insure high academic performance for students.</i></p>	

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<u>I. Prepares plans to meet objectives.</u> Rationale: <i>It is important to align plans with the objectives because working toward a specific objective will result in higher levels of student performance</i>	
<u>J. Communicates effectively with parents.</u> Rationale: <i>It is important to communicate effectively with parents/guardians, so that they have accurate information that allows them to support their child's academic performance</i>	
<u>K. Exhibits proper command and use of language skills.</u> Rationale: <i>It is important to exhibit proper command and use of language skills in order to model effective communication.</i>	

INTEREST IN STUDENTS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Develops rapport with the student as an individual.</u> Rationale: <i>It is important to establish rapport and demonstrate respect for students in order to increase their confidence and self-esteem</i>	
<u>B. Deals with confidential information and communication in an ethical manner.</u> Rationale: <i>It is important to deal with personal information and communication in an ethical manner in order to develop trust</i>	
<u>C. Encourages students to accept responsibility for performance and goals.</u> Rationale: <i>It is important to encourage students to accept responsibility for performance and goals because it creates an environment where students perform at a higher academic level</i>	

Revised 07/2009

<p><u>D. Encourages students to accept responsibility for their own behavior.</u> Rationale: <i>It is important to encourage students to accept responsibility for their own behavior because it creates a safe environment where students perform at a higher academic level</i></p>	
<p><u>E. Enlists the assistance of teachers, administrators, and other support staff when appropriate.</u> Rationale: <i>It is important to enlist assistance of teachers, administrators, and other support staff when appropriate because it can help to resolve concerns effectively</i></p>	

WORK STATION MANAGEMENT

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Selects and prepares equipment and materials in advance of use time.</u> Rationale: <i>It is important that appropriate equipment and materials are prepared for each student activity, so that student engagement time will be maximized.</i></p>	
<p><u>B. Maintains an effectively organized, attractive and stimulating station environment and atmosphere.</u> Rationale: <i>It is important to maintain an effectively organized, attractive and stimulating station environment and atmosphere in order to create a positive climate that supports student involvement.</i></p>	
<p><u>C. Considers abilities, interests, and present performance levels of students in planning.</u> Rationale: <i>It is important to consider individual abilities, interests, and performance levels as part of student activities in order to enhance student engagement</i></p>	
<p><u>D. Is consistently prompt and accurate with reports.</u> Rationale: <i>It is important to be consistently prompt and accurate with information contained within reports, so that records are accurate and free of any errors or omissions.</i></p>	

Revised 07/2009

<p><u>E. Maintains an appearance that does not detract from the educational process.</u> Rationale: <i>It is important to maintain an appearance that does not detract from the educational process, so that students can stay focused on activities being required of the student</i></p>	
<p><u>F. Exhibits self-control, mature behavior, and judgment.</u> Rationale: <i>It is important to exhibit self-control, mature behavior, and judgment in order to build a climate of mutual respect and trust</i></p>	
<p><u>G. Is willing to accept responsibilities for the general work area.</u> Rationale: <i>It is important to willingly accept responsibilities for the general work area in order to model and support a collaborative environment</i></p>	
<p><u>H. Maintains records as appropriate to area of specialty.</u> Rationale: <i>It is important to maintain records as appropriate to area of specialty to demonstrate accountability for activities completed</i></p>	

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Is responsive to supervision and constructive input and feedback.</u> Rationale: <i>It is important to be responsive to supervision and constructive criticism, so that efforts to improve are appropriately implemented</i></p>	
<p><u>B. Endeavors to implement improvement suggestions.</u> Rationale: <i>It is important to implement improvement suggestions, so that students can achieve at higher levels</i></p>	

Revised 07/2009

<u>C. Has plan for evaluation of own work and initiates efforts to improve.</u> Rationale: <i>It is important to have a plan for evaluation of your own work and initiate efforts to improve, so that student performance is maximized.</i>	
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PROFESSIONAL CHARACTERISTICS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Exhibits flexibility.</u> Rationale: <i>It is important to exhibit flexibility in order to effectively meet the needs of the students and the members of the school community</i>	
<u>B. Makes decisions and accepts responsibilities.</u> Rationale: <i>It is important to make decisions and accept responsibilities in order to model and support a collaborative environment</i>	
<u>C. Demonstrates understanding of established priorities.</u> Rationale: <i>It is important to work with established priorities in order to model cooperation and support a collaborative climate.</i>	
<u>D. Indicates a willingness to accept school responsibilities.</u> Rationale: <i>It is important to willingly accept school responsibilities in order to model and support a collaborative environment.</i>	

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Establishes and maintains order and discipline in the work station.</u> Rationale: <i>It is important to clearly define guidelines and boundaries in order to create a safe environment in which students can work effectively</i>	

Revised 07/2009

<p><u>B. Shows consistency and fairness in dealing with student behavior.</u> Rationale: <i>It is important to show consistency and fairness in dealing with student behavior because it allows all students to feel valued and respected.</i></p>	
<p><u>C. Encourages students to develop courtesy, self-control, respect, and responsibility.</u> Rationale: <i>It is important to encourage students to develop courtesy, self-control, respect and responsibility because it creates a safe environment where students perform at a higher academic level</i></p>	
<p><u>D. Enlists the assistance of teachers, vice principal, principal, and other supportive personnel when appropriate.</u> Rationale: <i>It is important to enlist assistance of teachers, vice principal, principal, and other supportive personnel when appropriate because it can help to resolve concerns effectively</i></p>	
<p><u>E. Assists in maintaining control and enforcing rules throughout the school.</u> Rationale: <i>It is important to maintain control and enforce rules throughout the school because it creates a safe environment where students perform at a higher academic level</i></p>	

COMMENTS:

Date Copy Provided to Employee: Observer's Signature: _____

Announced: Unannounced: Observer's Title: _____

Conference Provided: ☐ Yes ☐ No

Revised 07/2009

Form I – Instructional Coaches & Mentors

FORM I

SPOKANE PUBLIC SCHOOLS
Spokane, Washington

Performance Evaluation Report For Instructional Coaches and Mentors

NAME		(Last)	(First)	(Middle)	Date	Type of Evaluation <input type="checkbox"/> Annual <input type="checkbox"/> 90-Day <input type="checkbox"/> Other
SCHOOL or LOCATION			ASSIGNMENT			
Instruction Skills				Knowledge of Subject Matter		
Classroom Management				Professional Preparation and Scholarship		
Handling of Student Discipline and Attending Problems				Professional Characteristics		
Interest in Teaching Pupils				Effort Toward Improvement When Needed		
OVERALL PROFESSIONAL APPRAISAL:						<input type="checkbox"/> Satisfactory <input type="checkbox"/> Requires Improvement <input type="checkbox"/> Unsatisfactory

Supervisor Comments

Supervisor's Signature		Title		Date
Signature(s) of other people, if any, participating in the evaluation process		Signature		Title
		Signature		Date
		Signature		Date

Employee Comments

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

☐ I do not desire a meeting to discuss this evaluation.
(initials)

Date Employee Signature

KEY: S - Satisfactory
R - Requires Improvement
U - Unsatisfactory
N - Not Observed or Not Applicable

The "R" and "U" ratings require
specific comments and documentation.

INSTRUCTIONAL SKILLS

(A competent level of knowledge and skill in designing and conducting an instructional experience.)

1. PLANNING MODEL LESSONS AND ASSISTING TEACHERS IN:

- ☐ A. Establishes immediate and long-range objectives that align with Grade Level Expectations (GLEs) and District Curriculum Guides.
- ☐ B. Prepares plans to meet instructional objectives that are aligned with District Curriculum Guides and Grade Level Expectations.
- ☐ C. Considers abilities, interests, prior knowledge, and present performance levels of student in planning.
- ☐ D. Plans for continuing assessment/evaluation in lessons and units, and utilizes the results in planning subsequent lessons.
- ☐ E. Selects and prepares equipment and materials for lessons.

2. TEACHING MODEL LESSONS AND ASSISTING TEACHERS IN:

- ☐ A. Utilizes teaching practices and strategies that are consistent with the selected objectives and Grade Level Expectations.
- ☐ B. Makes provisions for differences in individual needs of the students.
- ☐ C. Provides for the previous knowledge, abilities, background, and interests of class.
- ☐ D. Provides classroom instruction and activities that aligns with the maturity and attention span of the students.
- ☐ E. Makes the lessons engaging, relevant, and challenging.
- ☐ F. Gives explanations, assignments, and directions clearly.
- ☐ G. Makes appropriate assignments that are aligned with instructional objectives and Grade Level Expectations.
- ☐ H. Makes effective use of instructional equipment, materials, technology, and resource personnel.
- ☐ I. Helps students to develop acceptable work habits and study skills.

3. ASSISTING TEACHERS IN THE ASSESSMENT OF STUDENT WORK:

- ☐ A. Demonstrates knowledge and effective use of district and classroom based assessments.
- ☐ B. Assists teacher in using assessments to monitor and adjust instruction.
- ☐ B. Assists teacher in evaluating individual student progress.

Comments:

CLASSROOM MANAGEMENT

(Knowledge and skill in organizing the physical and human elements in the educational setting.)

- ☐ A. Demonstrates knowledge of classroom management principles, processes and practices
- ☐ B. Assists teachers in fostering a safe, positive, student- focused learning environment.
- ☐ C. Assists teachers in maintaining an effectively organized, attractive, and stimulating classroom environment and atmosphere, within the limits of the facilities and materials available.

Comments:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS

(The ability to manage the non-instructional human dynamics in the educational setting.)

- ☐ A. Shows consistency and fairness in dealing with student behavior.
- ☐ B. Disciplines students in a consistent and respectful manner.
- ☐ C. Assists in maintaining control, following the building discipline plan, and enforcing rules throughout the school.
- ☐ D. Enlists the assistance of the counselor, assistant principal or principal in the discipline process when appropriate.

Comments:

INTEREST IN TEACHING PUPILS

(Understanding of and commitment to each pupil, taking into account each individual's unique background and characteristics, demonstrates enthusiasm for or enjoyment in working with students.)

- ☐ A. Establishes rapport, demonstrates respect, and holds high expectations for students as individuals.
- ☐ B. Provides guidance and assistance for students, using the counselor and other support personnel when appropriate.
- ☐ C. Encourages students to develop courtesy, self-control, respect, independence, and responsibility.

Comments:

KNOWLEDGE OF SUBJECT MATTER

(A depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate for elementary and secondary education.)

- ☐ A. Demonstrates competence in content area.
- ☐ B. Demonstrates the use of Grade Level Expectations and District Curriculum Guides.

Comments:

PROFESSIONAL PREPARATION AND SCHOLARSHIP

(Exhibits in his/her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching and a commitment to all education as a profession.)

- ☐ A. Possesses academic background appropriate to the subject area or grade level
- ☐ B. Is current in the application of instructional strategies and practices.
- ☐ C. Models and promotes reflective thinking.
- ☐ D. Uses knowledge of resources to provide teachers with appropriate professional growth experiences.
- ☐ E. Collects, selects and arranges data to facilitate conversations that improve instructional practice.
- ☐ F. Uses effective practices when instructing/presenting to adults.

Comments:

PROFESSIONAL CHARACTERISTICS

(Understanding and commitment to high standards of professional conduct and behaviors.. assists in participating in building responsibilities.)

- ☐ A. Deals with personal information and communication in an ethical manner.
- ☐ B. Understands and works with established priorities.
- ☐ C. Willingly accepts school responsibilities.
- ☐ D. Exhibits collaboration.
- ☐ E. Demonstrates flexibility.
- ☐ F. Is consistently prompt and accurate with reports when time and equipment are adequate.
- ☐ G. Exhibits self-control, mature behavior, and judgment.
- ☐ H. Communicates effectively
- ☐ I. Maintains an appearance that does not detract from the educational process.
- ☐ J. Exhibits proper command and use of language skills.
- ☐ K. Establishes rapport and demonstrates respect for others.
- ☐ L. Regularly participates in scheduled district and building trainings.

Comments:

Form 20-0085A Rev. 08/2007

EFFORT TOWARD IMPROVEMENT WHEN NEEDED

(Demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.)

- ☐ A. Is responsive to supervision and constructive input and feedback.
- ☐ B. Implements improvement suggestions.
- ☐ C. Reflects and evaluates own work and initiates efforts to improve.

Comments:

TO BE COMPLETED JOINTLY BY STAFF MEMBER AND SUPERVISOR:

(Decisions may be altered if either the employee or the supervisor leaves the location/program)

- ☐ Participating in Option 1 for next year
- ☐ Eligible and participating in Option 2 for next year
- ☐ Eligible and participating in Option 3 for next year

Date:

Employee Signature:

Supervisor Signature:

Form 20-0085A Rev. 08/2007

Form I – Instructional Coaches & Mentors Observation Summary

CERTIFICATED OBSERVATION SUMMARY.FORM I

SPOKANE PUBLIC SCHOOLS

NAME: _____ CLASS: _____

DATE: _____ TIME: _____

SUBJECT OR ACTIVITY OBSERVED: _____

Instructional Skills:

1. Planning Model Lessons And Assisting Teachers In Planning:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Establishes immediate and long-range objectives that align with Grade Level Expectations (GLE's) and District Curriculum Guides.</u> Rationale: <i>It is important to establish immediate and long-range objectives which align with GLE's and District Curriculum Guides in order to insure high academic performance for students.</i>	
<u>B. Prepares plans to meet instructional objectives that are aligned with District Curriculum Guides and GLE's.</u> Rationale: <i>It is important to prepare plans to meet instructional objectives that align with District Curriculum Guides and GLE's.</i>	
<u>C. Considers abilities, interests, and present performance levels of students in planning.</u> Rationale: <i>It is important to consider individual abilities, interests, and performance levels as part of lesson design in order to enhance student engagement.</i>	
<u>D. Plans for continuing assessment in lessons and units, and utilizes the results in planning subsequent lessons.</u> Rationale: <i>It is important to plan continuing assessment in lessons and units and to utilize the results in planning subsequent lessons.</i>	
<u>E. Selects and prepares equipment and material for lessons.</u> Rationale: <i>It is important that appropriate equipment and materials are prepared for each lesson so that student learning time will be maximized.</i>	

Revised 07/2009

Instructional Skills:

2. Teaching Model Lessons And Assisting Teachers In Teaching:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Utilizes teaching practices and strategies which are consistent with the selected objectives and GLE's.</u> <i>Rationale: It is important to utilize teaching practices and strategies that are consistent with the selected objectives and Grade Level Expectations in order to maximize student learning.</i>	
<u>B. Makes provisions for differences in individual needs of the students.</u> <i>Rationale: It is important that provisions are made for differences in individual needs of students because higher levels of student participation and engagement will result.</i>	
<u>C. Provides for the previous knowledge, abilities, background and interests of students.</u> <i>Rationale: It is important to provide for the previous knowledge, abilities, backgrounds and interests of the student so that student engagement in the learning will increase.</i>	
<u>D. Provides classroom instruction and activities that aligns with the maturity and attention span of the students.</u> <i>Rationale: It is important to provide a classroom instruction and activities that aligns with the maturity and attention span of students because higher levels of student participation will result.</i>	
<u>E. Makes the lessons engaging, relevant and challenging.</u> <i>Rationale: It is important that lessons are engaging, relevant and challenging in order to increase student participation and academic growth..</i>	

Revised 07/2009

<p><u>F. Gives explanations, assignments, and directions clearly.</u></p> <p>Rationale: <i>It is important to give explanations, assignments and directions clearly so that students understand what is expected of them.</i></p>	
<p><u>G. Makes appropriate assignments that are aligned with instructional objectives and Grade Level Expectations.</u></p> <p>Rationale: <i>It is important to make appropriate assignments that are aligned with instructional objectives and Grade Level Expectations so that students can see the connection between the lesson objective and the assignment. Alignment will result in increased student performance.</i></p>	
<p><u>H. Makes effective use of instructional equipment materials, technology and resource personnel.</u></p> <p>Rationale: <i>It is important to make effective use of instructional equipment, materials, technology and resource personnel so that individual needs of students can be met more effectively.</i></p>	
<p><u>I. Helps students to develop acceptable work habits and study skills.</u></p> <p>Rationale: <i>It is important to help students develop acceptable work habits and study skills because it will help students to perform at higher academic levels.</i></p>	

Instructional Skills

3. Assisting Teachers In Assessment of Student Work:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Demonstrates knowledge and effective use of district and classroom based assessments.</u> <i>Rationale: It is important to demonstrate knowledge and effective use of district and classroom based assessments throughout a lesson because they provide information about individual student progress and necessary information to design follow-up lessons.</i>	
<u>B. Assists teachers in using assessments to monitor and adjust instruction.</u> <i>Rationale: It is important to assist teachers in using assessments to monitor and adjust instruction so that academic needs of students can be met.</i>	
<u>C. Assists classroom teachers in evaluating individual student progress.</u> <i>Rationale: It is important to assist classroom teachers in evaluation individual student progress in order to effectively monitor academic growth.</i>	

Classroom Management:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Demonstrates knowledge of classroom management principles, processes and practices.</u> <i>Rationale: It is important to demonstrate knowledge of classroom management principles, process and practices in order to create a positive climate that supports student learning.</i>	

<p><u>B. Assists teachers in fostering a safe, positive, student-focused learning environment.</u> Rationale: <i>It is important to assist teachers in fostering a safe, positive, student-focused learning environment in order to create a positive climate that supports student learning.</i></p>	
<p><u>C. Assist teachers in maintaining an effectively organized, attractive, and stimulating classroom environment and atmosphere, within the limits of the facilities and material available.</u> Rationale: <i>It is important to assist teachers in maintaining an effectively organized, attractive, and stimulating classroom environment in order to create a positive climate that supports student learning.</i></p>	

Handling of Student Discipline and Attendant Problems:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Shows consistency and fairness in dealing with student behavior.</u> Rationale: <i>It is important to show consistency and fairness in dealing with student behaviors in order to create a safe environment in which students can learn effectively.</i></p>	
<p><u>B. Disciplines students in a consistent and respectful manner.</u> Rationale: <i>It is important to show to discipline students in a consistent and respectful manner in order for students to achieve.</i></p>	
<p><u>C. Assists in maintaining control, following the building discipline plan, and enforcing rules throughout the school.</u> Rationale: <i>It is important to assist in maintaining control, following the building discipline plan, and enforcing rules throughout the school in order to create a safe environment where students perform at a higher academic level.</i></p>	

Revised 07/2009

<p><u>D. Enlists the assistance of the counselor, assistant principal or principal in the discipline process when appropriate.</u></p> <p>Rationale: <i>It is important to enlist assistance and/or support when appropriate because it can help to resolve concerns effectively.</i></p>	
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Interest in Teaching Pupils:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Establishes rapport, demonstrates respect, and hold high expectations for students as individuals.</u></p> <p>Rationale: <i>It is important to establish rapport, demonstrate respect, and hold high expectations for students in order to increase their confidence and academic success.</i></p>	
<p><u>B. Provides guidance and assistance for students, using the counselor and other support personnel when appropriate.</u></p> <p>Rationale: <i>It is important to enlist assistance when appropriate because it can help to resolve concerns effectively.</i></p>	
<p><u>C. Encourages students to develop courtesy, self-control, respect, and responsibility.</u></p> <p>Rationale: <i>It is important to encourage students to develop courtesy, self-control, respect and responsibility because it creates a safe environment where students perform at a higher academic level.</i></p>	

Revised 07/2009

Knowledge of Subject Matter:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Demonstrates competence in content area.</u> Rationale: <i>It is important to demonstrate competence in your content area because it is necessary for effective instruction, leadership and support.</i>	
<u>B. Demonstrates the use of GLE's and District Curriculum Guides.</u> Rationale: <i>It is important to demonstrate the use of Grade Level Expectations and District Curriculum Guides so that instruction is consistent and student learning is maximized.</i>	

Professional Preparation and Scholarship:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Possesses academic background appropriate to the subject area or grade level.</u> Rationale: <i>It is important to possess academic background and current knowledge in subject area or grade level in order for effective instructional support to take place.</i>	
<u>B. Is current in the application of instructional strategies and practices.</u> Rationale: <i>It is important to be current in the application of instructional strategies and practices in order for effective instructional support to take place..</i>	

Revised 07/2009

<p><u>C. Models and promotes reflective thinking.</u> Rationale: <i>It is important to model and promote reflective thinking in order for maximum professional growth to take place.</i></p>	
<p><u>D. Uses knowledge of resources to provide teachers with appropriate professional growth experiences.</u> Rationale: <i>It is important to use knowledge of resources to provide teachers with appropriate professional growth experiences so student learning is maximized.</i></p>	
<p><u>E. Collects, selects and arranges data to facilitate conversations that improve instructional practice.</u> Rationale: <i>It is important to collect, select and arrange data to facilitate conversations that improve instruction practice in order to increase student performance.</i></p>	
<p><u>F. Uses effective practices when instructing/presenting to adults.</u> Rationale: <i>It is important to use effective practices when instructing/presenting to adults in order to model effective communication.</i></p>	

Professional Characteristics:

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<p><u>A. Deals with personal information and communication in an ethical manner.</u> Rationale: <i>It is important that you deal with personal information and communication in an ethical manner in order to develop trust and effectively support student achievement.</i></p>	

Revised 07/2009

<p><u>B. Understands and works with established priorities.</u> Rationale: <i>Important to work with established priorities in order to model cooperation and support a collaborative climate.</i></p>	
<p><u>C. Willingly accepts school responsibilities.</u> Rationale: <i>It is important to willingly accept school responsibilities in order to model and support a collaborative environment.</i></p>	
<p><u>D. Exhibits collaboration.</u> Rationale: <i>It is important to exhibit collaboration in order to effectively meet the needs of the students and the members of the school community.</i></p>	
<p><u>E. Demonstrates flexibility.</u> Rationale: <i>It is important to demonstrate flexibility in order to effectively meet the needs of the students and the members of the school community.</i></p>	
<p><u>F. Is consistently prompt and accurate with reports when time and equipment are adequate.</u> Rationale: <i>It is important to be consistently prompt and accurate with reports so that work can be completed in a timely fashion.</i></p>	

Revised 07/2009

<p><u>G. Exhibits self-control, mature behavior, and judgment.</u> Rationale: <i>It is important that you exhibit self-control, mature behavior, and judgment in order to build a climate of mutual respect and trust.</i></p>	
<p><u>H. Communicates effectively.</u> Rationale: <i>It is important to communicate effectively so that others receive that they have accurate information and communication is clearly understood.</i></p>	
<p><u>I. Maintains an appearance that does not detract from the educational process.</u> Rationale: <i>It is important to maintain an appearance that does not detract from the educational process so that others can stay focused on learning.</i></p>	
<p><u>J. Exhibits proper command and use of language skills.</u> Rationale: <i>It is important that you exhibit proper command and use of language skills in order to model effective communication.</i></p>	
<p><u>K. Establishes rapport and demonstrates respect for others.</u> Rationale: <i>It is important to establish rapport and demonstrate respect for others in order to build a climate of mutual respect and trust.</i></p>	

Revised 07/2009

<u>L. Regularly participates in scheduled district / building trainings.</u> Rationale: <i>It is important to regularly participate in scheduled district and building trainings in order to meet the needs of the students and work effectively with members in the district/ building.</i>	
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Effort Toward Improvement When Needed: (Demonstrates an awareness of his/her limitations and strengths, and demonstrates continued professional growth.)

Criteria and Rationale	Strengths, Concerns, Examples and Suggestions
<u>A. Is responsive to supervision and constructive input and feedback.</u> Rationale: <i>It is important to be responsive to supervision and constructive input and feedback so that efforts to improve are appropriately implemented.</i>	
<u>B. Implements improvement suggestions.</u> Rationale: <i>It is important that you implement improvement suggestions so that students can achieve at higher levels.</i>	
<u>C. Reflects and evaluates own work and initiates efforts to improve.</u> Rationale: <i>It is important to reflect and evaluate your own work and initiate efforts to improve so that student learning is maximized.</i>	

Comments:

Date Copy Provided to Employee: _____ Observer's Signature: _____

Announced: _____ Unannounced: _____ Observer's Title: _____

Conference Provided: ☐ Yes ☐ No

Revised 07/2009

ADDENDUM H: CTSO/LLEO ADVISOR GUIDELINES & STIPENDS

2019-2020 High School CTSO/LLEO Guidelines & Advisor Stipends					
	Stipend	State	Nationals	Total	ALL Stipends will be paid in June or July.
1 Advisor per School per CTSO	\$2,500 (1-24 students)	\$500	\$500	\$3500	
	\$3000 (25-40 students)			\$4000	
	\$3500 (40+ students)			\$4500	
1 Assistant Advisor per School per CTSO	\$1,000	\$250	\$0	\$1,250	

Advisor (and Assistant Advisor) responsibilities are based on OSPI requirements

- All Advisors and Assistant Advisors must be CTE teachers. Any deviation from this must be approved by CTE administration.
- Only one Assistant Advisor position/CTSO or LLEO will be funded by CTE. Any additional Assistant Advisors beyond the one must be approved by CTE administration, and will split the Assistant Advisor stipend. They must materially participate in meetings and activities of the CTSO/LLEO (they can't just show up to chaperone a trip)
- Advisors and Assistant Advisors may choose to act as Co-Advisors, thus pooling and splitting the Advisor and Assistant Advisor stipends. This must be communicated in an email to the CTE Director prior to October 31, 2019.
- STIPENDS ARE CALCULATED BASED ON RUNNING A CLUB FOR THE ENTIRE YEAR. IF YOU RUN THE CLUB FOR ONLY PART OF A YEAR, YOU ONLY GET A PARTIAL/PRO-RATED STIPEND
- IF YOU DON'T TURN IN MINUTES AND SIGN IN SHEETS EVERY MONTH YOU DON'T GET A STIPEND. WE ARE NOT PAYING STIPENDS WITHOUT EVIDENCE THAT MEETINGS TOOK PLACE AND MET THE EXPECTATIONS.
- CTSO/LLEO'S

CTSO/LLEO Organizational Structure

- Student run organization; activities are planned, conducted, and evaluated by students (Adult facilitated)
- Recognized by ASB (so that ASB accounts can be created for each CTSO/LLEO for fundraising)
- Current Constitution & Bylaws
- Elected officers
- Committee structure
- Holds regular meetings (minimum 2 per month w/ sign in sheets)

CTSO/LLEO Activities Reflected in Program of Work (The GREEN FORM on the OSPI website)

- Activities include Community Service
- Activities include Leadership Development
- Activities include Competition Opportunities (local, regional, state, and/or national)
- Activities include Student Recognition

2018/2019 Approved CTSO National Affiliated Groups:

- DECA
- Drill Team
- FCCLA
- FFA
- Skills USA
- WCTSM (Sports Med)
- HOSA
- TSA

2018/2019 Needing to create Leadership Equivalency Plan:

- CyberPatriot
- Fashion Club
- Film Club
- FRC (First Robotics)
- Stagecraft
- Pro Start
- Art Club
- Other (must be approved by CTE)

2019-2020 Middle School CTSO/LLEO Guidelines & Advisor Stipends					
	Stipend	State	Nationals	Total	ALL Stipends will be paid in June or July.
1 Advisor per School per CTSO/LLEO	\$1500 (1-24 students) \$2000 (25-40 students) \$2500 (40+ students)	\$500	\$500	\$2500 \$3000 \$3500	
1 Assistant Advisor per School per CTSO/LLEO	\$750	\$250	\$0	\$1000	

Advisor (and Assistant Advisor) responsibilities are based on OSPI requirement

- All Advisors and Assistant Advisors must be CTE teachers. Any deviation from this must be approved by the CTE administration.
- Should two staff members decide to share equally in the advisory work and serve as Co-Advisors, they must get approval from CTE administration and will split the combined Advisor/Assistant Advisor stipend equally. No more than two staff members may share the Co-Advisor work.
- Only one Assistant Advisor position / CTSO/LLEO will be funded any additional Assistant Advisors beyond 1 must be approved by CTE administration, and will split the Assistant Advisor stipend. They must materially participate in meetings and activities of the CTSO/LLEO (they can't just show up to chaperone a trip)
- STIPENDS ARE CALCULATED BASED ON RUNNING A CLUB FOR THE ENTIRE YEAR. IF YOU RUN THE CLUB FOR ONLY PART OF A YEAR, YOU ONLY GET A PARTIAL/PRO-RATED STIPEND
- IF YOU DON'T TURN IN MINUTES AND SIGN IN SHEETS EVERY MONTH YOU DON'T GET A STIPEND. WE ARE NOT PAYING STIPENDS WITHOUT EVIDENCE THAT MEETINGS TOOK PLACE AND MET THE EXPECTATIONS.

CTSO/LLEO Organizational Structure

Student run organization; activities are planned, conducted, and evaluated by students. Advisor is a facilitator (guide on the side)

- Recognized by ASB (so that ASB accounts can be created for each CTSO/LLEO for fundraising)
- Current Constitution & Bylaws
- ❖ Elected officers
- ❖ Committee structure
- ❖ Holds regular meetings (minimum 2 per month w/ sign in sheets)

CTSO/LLEO Activities Reflected in Program of Work (Leadership Equivalency Plan)

- ❖ Activities include Community Service
- ❖ Activities include Leadership Development
- ❖ Activities include Competition Opportunities (local, regional, state, and/or national)
- ❖ Activities include Student Recognition

2018/2019 Approved CTSO National Affiliation Groups:

- Skills USA
- TSA (has the best match for MS STEM activities)

2018/2019 Needing to create Local Leadership Equivalency Plan of Work:

- CyberPatriots
- FLL First Lego League
- Robotics Club
- Maker Space
- Other

ADDENDUM I: INDIVIDUAL EMPLOYMENT CONTRACT

Base Contract

Human Resources
200 North Bernard Street
Spokane, WA 99201-0282
phone (509) 354-7265
fax (509) 354-5963
www.spokaneschools.org



10/12/2022

TO:

FROM: Jodi Harmon
Chief Human Resources Officer

Listed below is the annual report of your placement, continuing education credits, and experience. Thank you for taking the time to check this information against your records. Should you have a question about the information, please contact Human Resources at (509) 354-7265 prior to the end of the month.

Employee Name:
ID Number: xxxxxx
Location: XXXXX

(As of September 30, 2022)

	Payment Begin	Payment End
Contract Type: CONT FTE: 1.00	09/01/2022	08/31/2023
Placement: MA+90		
Salary: \$xx,xxx		
Total Quarter Credits: xxx.xx		
In-District Certificated Experience: x.xx		
Total Certificated Experience: x.xx		

Please be advised that clock hours and credits must meet the requirements of WAC 392-121-262. If a master's degree has been obtained, these credits are reduced by 45, as required by the state for placement on the salary schedule. All post graduate credits and clock hours are converted to quarter credits (10 clock hours = 1 quarter credit)

In-district certificated experience does not include in-district substitute, summer school, or tutoring experience, this is included in your total certificated experience. Certificated staff can accrue no more than 1.0 year experience in any traditional nine month calendar or any twelve month period; per WAC 392-121-264.

Jodi Harmon
Chief Human Resources Officer