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TRUST AGREEMENT

This Trust Agreement describes the principles upon which the Lake Washington School District No. 414 and the Lake Washington Education Association base our relationship, our mutual interests, and joint commitment to achieve these mutual interests. By creating this Agreement we hereby commit to continuing a collaborative relationship that aspires to last beyond the tenure of those currently in leadership positions in our respective organizations.

PRINCIPLES OF THE RELATIONSHIP

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff and community. We strive for a relationship that promotes success for our students, our schools and our community by;

- Creating an atmosphere of mutual trust and respect;
- Nurturing a culture of collaboration;
- Respecting the finite resource of teacher time;
- Recognizing limited financial resources;
- Recognizing individual talents and strengths;
- Increasing staff diversity;
- Encouraging innovations and risk-taking with a focus on improvement;
- Learning from failure;
- Building upon our successes;
- Providing opportunities for individual growth;
- Openly sharing information, knowledge and experience; and
- Providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

MUTUAL INTERESTS

The Association and the District are committed to achieving the following mutual interests:

- A. Support for the District Mission and Goals** The District's mission was developed through the combined interaction of community members and staff. We commit to operating in ways that help realize this mission for all learners.
- B. Accountability for Quality and Performance** We commit to improve existing structures to increase the accountability of those participating in the school system. Teachers, students, and parents share accountability for student performance, and the community is accountable for making available the resources needed to meet the learning needs of its families and their children.
- C. Fiscal Responsibility** We have a joint responsibility to utilize resources effectively, maintain a balanced budget, and ensure resources are best used to help all members of the school system reach their potential.
- D. Academic Achievement and Professional Responsibility** We commit to the development of structures to improve student academic achievement, to provide for training and support of our staff, to create structures that support teachers in their workload, and to create compensation structures that recognize our teaching and teaching support staff as professionals.
- E. Involvement and Decision-Making** We commit to our shared decision making process and view it as a positive benefit for students, staff, and the community. We welcome parents and community members in the schools to observe, assist, and participate in the educational process.

F. Individual Rights & Responsibilities The Association and the District acknowledge that we are working toward the ultimate goal of creating a system where the delineation of specific individual employee and district rights and responsibilities within our Agreements become unnecessary because they will be understood values, norms, and operating principles of the District and Association. To initiate this process, the following guidelines and principles will be utilized to acknowledge the unique responsibility the organizations have to the individuals who work within them:

- Staff will be treated with respect and dignity and will treat each other that way. Students, parents and community members will be treated with respect and dignity.
- Learning is fostered and promoted in an atmosphere in which there is freedom to provide for the free and orderly flow and examination of ideas so that students may gain the skills to gather and synthesize information, discriminate between fact and opinion, discuss differing viewpoints, analyze problems, and draw conclusions.
- Staff will exercise professional judgment when presenting subject matter. Teachers are expected to maintain a high professional standard of teaching and to employ the most effective teaching techniques to meet the District's mission.
- Staff has the responsibility to conduct themselves in a manner befitting the profession.

RELATIONSHIP OF THE TRUST AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT

The Trust Agreement is one part of the Collective Bargaining Agreement between the District and the Association. The Trust Agreement expands the traditional collective bargaining relationship between the District and the Association. We believe that if the relationships between people are governed by the principles and interests described herein, the need for a traditional collective bargaining document as a protection will be reduced. It is our hope that the traditional collective bargaining agreement will evolve into a less formal document that can be updated and communicated as issues are jointly and continuously addressed.

PREAMBLE

This Agreement is entered into by and between the Lake Washington School District No. 414, King County, Washington, hereinafter referred to as the "District" and the Lake Washington Education Association, hereinafter referred to as the "Association."

WITNESSETH

Whereas, the parties to this Agreement are committed to a goal of quality education, and
Whereas, the parties have a statutory obligation, pursuant to the Education Employment Relations Act, RCW 41.59, to bargain with respect to wages, hours, terms and conditions of employment, and
Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement,
In consideration of the following mutual covenants, it is hereby agreed as follows:

DISTRIBUTION OF AGREEMENT

The District and the Association will print and distribute to all employees a copy of this Agreement. Additional copies will be provided to the District and the Association. The costs of clerical time and printing such Agreement will be shared equally between the District and the Association. All employees will be provided a copy of the Agreement, and such Agreement will be available for review to all applicants for positions.

DEFINITIONS

District The term "District" as used in this Agreement will mean the Lake Washington School District No. 414, King County, Washington.

Association The term "Association" as used in this Agreement will mean the Lake Washington Education Association.

Employee or Teacher The term "employee" or "teacher" as used in this Agreement will mean those employees represented by the Association in the bargaining unit as defined in the Recognition Clause.

Immediate Family The immediate family of the employee will be a spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption.

Household Anyone permanently residing in the employee's residence and considered a part of the family.

Salary Base salary, exclusive of other types and forms of compensation.

ARTICLE 1 RECOGNITION

Section 1.1 Representation

The District recognizes the Association as the exclusive bargaining representative with respect to wages, hours, terms and conditions of employment for all educational employees of the District, whether under contract or on leave. Such representation will also cover all educational employees assigned to reinstated or newly created positions, unless the parties agree in advance that such positions are principally supervisory or administrative. Should the parties fail to agree, either side may appeal to the Public Employment Relations Commission.

Section 1.1.1 **Substitutes**

Such representation will also include substitute teachers who:

- (a) Have been employed by the District for more than thirty (30) days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes, and
- (b) Are employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his/her regular assignment and will be replaced in such assignment for more than twenty (20) consecutive work days.

Section 1.2 Exclusions

Representation by the Association will exclude the Superintendent, Deputy Superintendent, Assistant Superintendents, Directors, Administrators, Supervisory Employees and all classified employees of the District.

ARTICLE 2 STATUS OF THE AGREEMENT

Section 2.1 Once a tentative agreement on a collective bargaining agreement has been reached, such Agreement will become effective when ratified by the Association and approved by the Board and executed by authorized representatives thereof and may be amended or modified only with the mutual consent of the parties.

This Agreement will supersede any rules, regulations, policies or resolutions of the District that are contrary to or inconsistent with its expressed terms.

If any individual employee contract contains any language inconsistent with this Agreement, this Agreement will be controlling.

The District agrees that for the duration of this Agreement, it will take no unilateral action to affect the wages, hours, or terms and conditions of employment of substitute teachers.

Any school or program requesting a waiver to any part of the collective bargaining agreement will follow the procedures outlined in Appendix S, Joint Committee for Contract Waivers.

ARTICLE 3 CONFORMITY TO LAW

Section 3.1 This agreement will be governed and construed according to the Constitution and laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or groups of employees covered hereby will be found contrary to law by a tribunal of competent jurisdiction, such provision or application will have effect only to the extent permitted by law, and all other provisions or applications of this Agreement will continue in full force and effect.

If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

ARTICLE 4 MAINTENANCE OF STANDARDS

Section 4.1 During the term of this Agreement the District will maintain those District Policies, Rules and Regulations and administrative interpretation(s) which directly affect employees wages, hours and terms and conditions of employment which are in effect on the effective date of this agreement unless such policies, rules and regulations and administrative interpretations are superseded by this Agreement, state or federal legislation, regulation, or other legal authority.

ARTICLE 5 ASSOCIATION RIGHTS

Section 5.1 Upon fulfilling the prescribed District procedures, the Association will have the privilege of using District buildings for meetings held outside normal school hours.

- Section 5.2** The Association will be permitted to transact official business on school property at reasonable times, provided that this will not interfere with or interrupt normal school operations and that usual school visiting procedures are followed.
- Section 5.3** The Association will have the privilege of using District facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association agrees to reimburse the District for any school materials and supplies used and to pay a rental charge for the use of any facilities or equipment if applicable under prescribed District procedures.
- Section 5.4** The Association will have the use of a bulletin board in each school building for posting the Association notices. A copy of any posted notice will be supplied to the principal. The Association agrees that Association notices posted on the bulletin board will be neither abusive nor libelous.
- Section 5.5** The Association may use the District mail service, employee mailboxes, technology and electronic mail in compliance with district policies and regulations for communications to employees.
- Section 5.6** Upon reasonable request of the Association, the District will furnish information that is normally produced in the day-to-day operations of the District and is germane to their representation rights. The Association will pay costs of furnishing such material.
- Section 5.7** The District will consider Association input when planning levy programs.
- Section 5.8** Notwithstanding the above provisions, in the event the Association, its officers or agents, and/or members, engage in a strike, or work stoppage, any and all of the above provisions are cancelled, during the period of such activity. This provision shall not apply to the Association President while on leave.
- Section 5.9** The rights granted in this article to the Association are afforded to the Association as the representative of employees covered under this agreement and will not be granted or extended to any competing employee organization seeking to represent said employees during the term of this Agreement.
- Section 5.10** The District will consider suggestions offered by the Association for the development and annual review of the substitute teacher's handbook.

ARTICLE 6 DISTRICT RIGHTS

- Section 6.1** Except as otherwise specifically limited by provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including but not limited to: the development, adoption, implementation, and enforcement of District policies, rules, regulations, and administrative interpretation involved in the implementation of those policies in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights.
- It is expressly agreed by the Association that the enumeration of District rights in this article will not be deemed to exclude other District rights not specifically enumerated above.

ARTICLE 7 AFFIRMATIVE ACTION

- Section 7.1** The Association and the District support the concept of affirmative action as spelled out in federal and state laws, regulations and guidelines, and in the District's Affirmative Action plan. The parties mutually agree to insure that this Agreement is not in conflict with or inconsistent with the concept of affirmative action.
- Should conflict or inconsistencies arise, they will be resolved through the proper channels.

ARTICLE 8 CLASS SIZE/CASE LOAD

Section 8.1 Class Size

The District and the Association agree that class size will be maintained to meet the following standards:

Section 8.1.1 Elementary

Classes in grades K-3 should not exceed 26 students.
Classes in grades 4-6 should not exceed 28 students.
Split classes in grades K-3 should not exceed 26 students.
Split classes in grades 4-6 should not exceed 28 students.
Split classes of grades 3 & 4 should not exceed 27 students.

All split classes formed to balance student enrollment shall be provided one (1) hour of aide time. Split classes formed to implement building or team program decisions shall not be provided one (1) hour of split class aide time, provided that teachers are not expected to teach multi-level curricula.

Section 8.1.1.1 Elementary Remedies

Should classes exceed the above numbers on the first Friday of October or the second Friday of February the following remedies will apply:

1-3 additional students: 1 hour instructional assistant time per day
4-6 additional students: 2 hours instructional assistant time per day
7-9 additional students: 3 hours instructional assistant time per day

Teachers may choose the monetary equivalent of an applicable remedy to be used for the purchase of instructional materials or other activities as agreed upon by the principal and teacher. The materials will remain the property of the district.

Teachers may also choose the monetary equivalent of an applicable remedy to be used for the purpose of salary.

Creative options for the use of moneys generated by remedies within a building may be considered. Such use requires the consent of the staff receiving the remedies.

Section 8.1.2 Elementary Specialists

Elementary PE and music specialists shall not be assigned more than forty-three (43) sections per week. PE Specialists will include Adaptive PE within their forty-three (43) sections. PE and music specialists will receive one fifteen-minute break per day and three minutes for passing time between classes.

Section 8.1.2.1 Elementary Specialists Remedies

When an elementary library program exceeds twenty (20) formal classes per week, the librarian will receive one-half (1/2) hour of instructional assistant time per day for each class over twenty (20). This shall include all classes, kindergarten through sixth grade. Those library programs, which offer less than twenty sections per week, will be increased only when other alterations are not feasible.

Elementary Librarians shall receive at least ½-hour of clerical time per 100 students per day, or the appropriate remedies identified above, whichever is greater. Elementary librarians in large schools (650 or more students) shall

receive an additional ½-hour of aide time for every 50 students when numbers exceed 650. For example:

| | | |
|------------------|----------------------------|-------------|
| 651-700 students | 3.5 hours current contract | + 0.5 hours |
| 701-750 students | 3.5 hours current contract | + 1.0 hours |
| 751-800 students | 4.0 hours current contract | + 1.5 hours |
| 801-850 students | 4.0 hours current contract | + 2.0 hours |

Section 8.1.3

Secondary

The following class loads shall be maintained:

Classes in grades 7-9 should not exceed 30 students.

Classes in grades 10-12 should not exceed 32 students.

The daily load for teachers of grades 7-9 shall not exceed 150 students. The daily load for teachers of grades 10-12 shall not exceed 155 students.

Each Junior and Senior High School building shall receive 30 minutes per FTE classroom teacher per week of assistant time. This time may be used for instructional assistants, theme readers, or other direct help to relieve work load as determined annually by building staff.

Section 8.1.3.1

Secondary Remedies

Should classes exceed the above numbers on the first Friday of October or the second Friday of February the following remedies will apply:

1-3 additional students: 1 hour instructional assistant time per week

4-6 additional students: 2 hours instructional assistant time per week

7-9 additional students: 3 hours instructional assistant time per week

Teachers may choose the monetary equivalent of an applicable remedy to be used for the purchase of instructional materials or other activities as agreed upon by the principal and teacher. The materials will remain the property of the district.

Teachers may also choose the monetary equivalent of an applicable remedy to be used for the purpose of salary.

Creative options for the use of moneys generated by remedies within a building may be considered. Such use requires the consent of the staff receiving the remedies.

Section 8.2

Secondary Physical Education Classes

Every effort will be made at each building to schedule balanced class sizes throughout the day. Physical Education classes should not exceed 35 students. The secondary remedies above shall apply to physical education classes that exceed 35 students. The daily load for teachers of physical education classes shall not exceed 160 students.

Section 8.3

Secondary Music Education

Neither class size nor daily load shall apply to music classes. Secondary music teachers shall receive 40 hours of clerical time per year when their daily class load exceeds 160 students.

Section 8.4

Junior High Home Room/Reading Room

Home room/reading room class totals will be excluded from the total daily class load for junior high teachers, provided the teacher does not have preparation or grade reporting responsibilities for these classes.

Section 8.5 Specialist Education/Specialists

Section 8.5.1 Special Education Teacher Caseloads

The following average caseloads shall be maintained for each building:

Caseloads in Pre-school should not exceed 20 IEPs

Caseloads in Pre-12 self-contained classrooms should not exceed 12 IEPs

Caseloads in K-12 resource classrooms should not exceed 26 IEPs

Section 8.5.1.1 Special Education Remedy Pre-12 Should caseloads exceed the above numbers on the first Friday of November (with remedy retroactive to the first Friday in October) or the second Friday of February the following remedies will apply:

1-3 additional IEP students: 1 hour of instructional assistant time per day

4-6 additional IEP students: 2 hours of instructional assistant time per day

7-9 additional IEP students: 3 hours of instructional assistant time per day

Teachers may instead choose the monetary equivalent of an applicable remedy to be used for:

Salary compensation

Purchase of instructional materials, which will remain the property of the District

Other activities as agreed upon by the principal and teacher

Creative options for use of money generated by remedies within a building may be considered. Such use requires the consent of the staff receiving the remedies.

Section 8.5.1.2 Special Education Promotion Process: Each building will be allocated the equivalent of two (2) release days per FTE for the implementation and completion of the promotion process.

Section 8.5.1.3 Special Education Teacher Preparation Days: Two (2) days release time or equivalent per FTE Special Education teacher will be allocated to the building by the Director of Special Services for completion of the IEP process. An additional release day or equivalent for Special Education teachers .6 FTE or more and an additional half-day (1/2) release or equivalent for less than .6 FTE will be allocated by the Director of Special Services to each teacher.

Section 8.5.1.4 Coverage for Instructional Assistants and Para-educators absences: By October 15, the building administrator/designee and Guidance Team will meet to develop a plan for coverage when classified support personnel are absent and no substitutes are available.

Section 8.5.2 Specialist Caseloads The District agrees to work over the next two (2) years (2002-2004) to reach the following caseload goals:

Caseloads for SLPs should not exceed 50 IEPs

Caseloads for OTs/PTs should not exceed 40 IEPs

This work will consider how caseloads are assigned and how SLP students are identified using a standard district guideline.

Section 8.5.2.1 In year three (3) of this contract (2004-2005) a remedy pool of \$6000 will be used to address caseloads exceeding the above numbers. The District and Association will work collaboratively to determine the distribution of this pool.

Section 8.5.2.2 English As a Second Language (ESL) Caseloads Caseloads for ESL teachers should not exceed 50 students.

Section 8.5.2.3 ESL Remedies: ESL Grades 1-12: Should caseloads exceed the above numbers on the first Friday of November (with remedy retroactive to the first Friday in October) or the second Friday of February; the following remedies will apply:

1-3 additional ESL students: 1 hour of instructional assistant time per day
4-6 additional ESL students: 2 hours of instructional assistant time per day
7-9 additional ESL students: 3 hours of instructional assistant time per day

Teachers may instead choose the monetary equivalent of an applicable remedy to be used for:

Salary compensation

Purchase of instructional materials which will remain the property of the District

Other activities as agreed upon by the principal and teacher

Creative options for use of money generated by remedies within a building may be considered. Such use requires the consent of the staff receiving the remedies.

Section 8.5.3 Psychologist Staffing Ratio: The District will staff psychologists at the ratio of 1:1447 FTE K-12 students.

Section 8.5.3.1 Psychologists promotion and IEP processes: The equivalent of one (1) release day per FTE psychologist will be allocated by the Director of Special Services for additional time worked for the coordination of the special education student promotion and IEP processes.

Section 8.5.4 Assignments of Specialists: When making assignments for SLP, OT, PT and Psychologists, the Director of Special Services will attempt to minimize the number of sites and consider geographic location.

Section 8.5.5 Counselors: .5 FTE elementary counselors will be assigned per building. An additional 2.0 FTE will be allocated to large/high impact schools.
Secondary counselors will have a ratio of 1:350 full-time equivalent students, grades 7-12.

Section 8.5.6 The Director of Special Services will meet upon request with Association representatives to review caseloads.

Section 8.5.7 Impact of special education students on general education classrooms: When possible, IEP and 504 identified students will be assigned in a manner that results in an equitable apportionment among general education teachers at each school, with special consideration for the nature and extent of the disability in order to meet individual student needs.

Section 8.5.8 The ratios listed in Section 8.5 for specialists shall be for direct service to students, and shall not include program coordination and/or placement of students.

Section 8.6 Librarians Elementary librarians shall receive at least two (2) hours of clerical time per day.
Secondary librarians shall receive at least one (1) hour of clerical time per 100 students per day.

Section 8.7 Building Options

Creative options for the distribution of class sizes, caseloads, and the utilization of staff within a building, department, specialist group, or grade level may be considered, provided that the affected staff agrees with the plan.

Creative Options for Team Planning

Staff in each building may explore the use of flexible schedules and other creative options to facilitate team planning. Provisions will be made to share ideas among interested staffs.

- Section 8.7.1 **Secondary/Specialists/Special Education Teachers**
- Some teachers/specialists within a department may agree that they will teach more students than the contract limit allows, so that other teachers/specialists within the same department may have reduced total numbers, provided that the total number shared by all teachers/specialists involved does not exceed the daily load limit times the number of teachers/specialists involved. Individual classes affected by such a configuration that exceed contractual class size limits will not receive the contractual remedy.
- Additionally, individual secondary teachers may choose to exceed the class loads for specific periods without triggering remedies in order to have smaller numbers in other periods, as long as their total contractual daily load limit is not exceeded.
- Section 8.7.2 **Elementary/Specialists/Special Education Teachers**
- Some teachers within a grade level, or specialists working in elementary schools, may choose to exceed the contractual class size limit without triggering remedies so that other teachers at that grade level, or other specialists working in elementary schools, may have fewer students, provided that, should the total number of students assigned to those teachers involved exceed the numbers that would trigger contractual remedies, the remedy will apply.
- Section 8.7.3 These options apply similarly to teachers working together between departments, or multi-age classes, etc. at either the secondary or elementary level. Other configurations may be considered provided that overall contractual class size and daily load limits are not exceeded without the applicable remedies, and provided that all affected staff agrees to the plan. It is not the intent of this language to provide staffing alternatives to address enrollment increases.
- Section 8.8** The supervisors of secondary and elementary education will meet upon request with Association representatives for the purpose of reviewing class sizes with the District. This committee will monitor the student numbers of traditionally large classes.

ARTICLE 9 DUES DEDUCTIONS AND REPRESENTATION FEES

- Section 9.1** On or before September 15 of each school year, the Association will give written notice to the District of the dollar amount of dues required for membership in the Association, including required affiliate dues, which dues are to be deducted in the coming school year and transmitted to the Association.
- Section 9.1.1 The deductions authorized above will be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June will have their deductions prorated at one twelfth (1/12) of the total annual amount for each month the employee is employed. The District agrees to remit all moneys so deducted.
- Section 9.1.2 The deductions authorized above for substitute teachers will be computed on a daily rate multiplied by the number of days worked each month. The District agrees to remit all moneys so deducted accompanied by a list of substitute employees from whom the deductions were made.
- Section 9.1.3 The Association agrees to reimburse any employee from whose pay dues or representation fees were deducted when such sums are in excess of the total amount due to the Association at that time and provided that the Association or its affiliate actually received the excessive amount.
- Section 9.2 Membership Deductions**
- Within ten (10) days of commencement of their employment, employees may sign and deliver to the District an authorization form furnished by the Association. The form will authorize deduction of required membership dues of the Association. Such authorization will continue in effect from year to year, unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and September 15 of the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with names of those employees who have joined the Association and paid its dues by means other than through payroll deduction.

Section 9.3 Representation Fee Deductions

In the event that any employee fails to sign and deliver an authorization form as described herein, the District agrees to deduct from the total compensation of such employee a representation fee in an amount equal to the dues required for membership in the Association; provided, however, that employees who have joined the Association and paid by means other than payroll deduction, as verified by the monthly Association list, will not be subject to this deduction. Representation fee deductions will be handled and transmitted by the District in the same fashion as membership deductions as provided for in this article.

Section 9.4 Charitable Organization Deductions

Section 9.4.1 Any employee objecting to the representation fee based on bona fide religious tenets or teachings of a church pursuant to RCW 41.59 and WAC 391-30-900, will notify the Association and the District of such objection in writing within ten (10) days of commencement of employment. Upon the filing of such objection, the District will not withhold the employee's representation fee unless it is determined that the employee does not have a bona fide religious objection.

Section 9.4.2 In the event that a teacher has been determined to have a bona fide religious objection to the payment of the representation fee, said employee will pay an amount of money equivalent to the required Association dues to a charitable organization pursuant to WAC 391-30-900.

Section 9.5 The Association will indemnify, defend and hold the District harmless against any claims made against and any suit instituted against the District on account of this Article. The District and the Association agree that each party has and retains the right to seek, choose and use its own counsel to defend such suit, provided that the Association attorney will have primary responsibility for the suit and the Association will not be responsible for the fees of the District's attorney.

Section 9.6 In the event the Association, its officers or agents, acting individually or in concert with others, engage in any strike or work stoppage in the District, the deduction of any payment of membership dues and representation fees made in accordance with this Agreement will be terminated forthwith by the District for the duration of such strike or work stoppage.

ARTICLE 10 REQUIRED AND OTHER DEDUCTIONS

Section 10.1 The District will make such deductions from the employee's total compensation as required by law.

Section 10.2 Upon receipt of proper authorization from an employee the District will make such deductions from the employee's total compensation and make appropriate remittance to such District-approved plans or programs which have been in effect during the twelve (12) months preceding the date of this Agreement and any other plans or programs which may be approved by the District.

ARTICLE 11 EMPLOYEE WORK YEAR

Section 11.1 Employee Work Year

180 Student Days
2 Learning Improvement Days
3 Professional Days
4 Supplemental Contract Days
10 Incentive Contract Days

199 Total Days

Section 11.2 Explanation

Incentive Days During each year of the contract, employees may be paid for up to ten (10) days per year performing professional duties outside of the regular workday. Employees are expected to maintain documentation of such hours worked, and will furnish such documentation upon request.

Learning Improvement Days/Professional Days: During each year of the contract, employees may work up to five (5) days per year in professional activities as determined by the State/District. Such days will be scheduled in the calendar.

Employees will be paid for these 199 days in twelve (12) equal installments. Any days not worked, unless covered by an approved leave, will be deducted from the employee's July paycheck.

Section 11.3 The calendars are attached hereto and incorporated in Appendix I.

Section 11.4 Eight (8), half-days per year of teacher-directed early release days called Academic Enhancement Days (AED) will be provided. See Appendix I.

These days shall be provided to address the issues of teacher workload related to the implementation of the Academic Achievement Plan (AAP) for the building. Uses of these days is meant to assist teachers in the implementation of the AAP and specialist in integration of Best Practice related to their field. The AAP is created by each building to improve student learning as defined in the Curriculum Framework, through analysis of assessment data, and instructional Best Practice. Work during this time includes team planning, individual planning, and optional training to address the topics of:

- Application and integration of professional development training;
- Planning and implementation of the professional development/evaluation system;
- Development and creation of structures to support student learning (for students below and above the standard);
- Designing of instructional units to support the Curriculum Framework;
- Transition of students;
- Creation of documentation for National Board Certification;
- Application and integration of technology into instruction;
- Development and incorporation of new graduation standards (Level 5); and
- Development of the Culminating Project;

Work during this time for specialists/special education teachers may also include:

- Incorporation of the Curriculum Framework into IEPs;
- Development of Specially Designed Instruction (SDI);
- Application and integration of Best Practice;
- Transition of students;
- Application and integration of technology into their work;
- Research and development;
- Developing curriculum based assessments

The intent of the time is not for routine teacher or specialists' responsibilities

ARTICLE 12 EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 12.1 Pursuant to RCW 41.59, the parties agree that employees will have the right to self-organization to form, join or assist the Association and to bargain collectively through the Association.

- Section 12.2** Employees will not be discriminated against with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, or of his/her institution of any grievance, complaint or proceeding under this Agreement. The provisions of this Agreement will be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, sexual orientation or the presence of any sensory, mental or physical handicap unless based upon a bona fide occupational qualification.
- Section 12.3** Nothing contained within this Agreement will be construed to deny or restrict to any employee rights s/he may have under the Revised Code of Washington, or the Constitution of Washington or the United States. The rights granted to employees hereunder will be deemed to be in addition to those provided elsewhere by law.
- Section 12.4** Employees will be entitled to full rights of citizenship. Religious or political activities of the employee and the private and personal life of the employee will not be grounds for disciplinary action unless the District shows just and sufficient cause that such activities or private and personal life are harmful to the educational program or adversely impact the performance of assigned duties.
- Section 12.5** Specific grounds forming the basis for formal disciplinary action will be made available to the employee and the Association in writing at least two (2) working days prior to such action. The employee, the District, and the Association may waive the two-day notice upon agreement.
- Section 12.6** Complaints shall be called to the attention of the employee as soon as possible. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee or for evaluation purposes. Anonymous complaints may not be used for discipline or in evaluation, unless substantiated by an investigation.
- Section 12.6.1 In an attempt to resolve problems at the lowest level, principals shall encourage parties making a complaint to discuss the issue(s) surrounding their complaint with the employee(s) involved.
- Section 12.6.2 Prior to filing a complaint via the Patron Grievance process at the School Board level, individuals having a complaint must have made some effort to resolve complaints with the employee involved.
- Section 12.7** Employees will have the right to have a representative of the Association present when being formally reprimanded or disciplined by any member of the Administration. Given reasonable notice, it will be the employee's responsibility to notify the Association, provided that this right will not be exercised to delay disciplinary proceedings.
- Section 12.8** Through the standard application process, substitute teachers in the bargaining unit may participate along with regular employees in District level staff development opportunities.
- Section 12.9** No mechanical or electronic listening or recording device will be installed or used in any classroom or meeting without the expressed knowledge and permission of the people involved.
- Section 12.10** Employees shall be responsible for the knowledge and skills necessary to carry out the District's established curriculum and program goals.
- Section 12.11** By October 1st the principal will seek input from interested staff regarding the building budget. Principals will distribute finalized copies of the building budget, including carryover, using a standard format, and will hold a meeting to discuss the final budget with interested staff by November 15.
- Section 12.12** It is agreed that each building will have a plan in place for administrative assistance in the absence of the building administrator and that this plan will be shared with staff. The District agrees to provide elementary building administrators in buildings without administrative assistants with the equivalent of fifteen (15) days of substitute time within their building budgets to assist in providing for coverage when the administrator is required to be out of the building.
- Section 12.13** The staff handbook at each building will contain a copy of the building decision making model.
- Section 12.14** Certificated staff are authorized to use reasonable force toward a student or another person as part of their assigned responsibilities when: a) an employee is threatened with injury, or b) comes to the aid of another person about to be injured, or c) other malicious interference with real or personal property, which is in their possession, or in the possession of another employee or student on school premises.

Section 12.15 Employees shall have the right to appeal to the Supervisor of Special Services or designee, the resources, assignment and/or programs for IEP and 504 students, and the resources, assignment, and/or program for continuously disruptive students (students whose behavior continuously disrupts the educational process). If the employee is dissatisfied with the decision, the employee may appeal to the Superintendent or designee. The appeal process may be entered into only after exhausting processes at the local level (i.e.: Guidance Team or principal).

Section 12.15.1 A building and staff development training program related to Special Needs students will be provided yearly as outlined in Procedure T.

Section 12.16 Student Grades

The District and the Association acknowledge that the evaluation of student work, including determination of student grades is a professional responsibility of the teacher. Should a dispute arise surrounding the grade given to a student, the following procedures will be utilized prior to any grade change taking place:

- A. A request for a grade change must be in writing, citing the rationale for the request. A copy of the grade change request will be provided to the employee within two (2) days of receipt.
- B. The building administrator will meet with the affected employee to discuss grading criteria, rubrics, and any other factors used to determine the grade(s) in question.
- C. The building administrator will make a determination as to the validity of the request. Should the building administrator determine that the request for grade change has merit, the case will be moved forward. Should the building administrator determine that the request for grade change is without merit, the complaining party may use the patron grievance process or withdraw from the process.
- D. Should the employee and building administrator disagree about the disposition of this matter, a panel, consisting of the affected employee, a building representative, the building administrator, and the building administrators supervisor shall meet to discuss the matter fully. This panel shall attempt to make a decision about the grade change.
- E. Should the parties prove unable to make a decision or make a decision that is not acceptable to both parties, either party may appeal the decision of the group to the Superintendent or designee.
- F. The decision of the Superintendent, or designee shall be final and binding on all parties.

The building administrator shall make a good faith effort to contact the affected employee. Should the employee be unavailable, the appropriate building administrator, after consulting with their supervisor, will make a determination about changing a student's grade. If a grade change is made without the employee's consent, the administrator will acknowledge, in writing, responsibility for changing the grade. This written acknowledgement will be placed in the student's file and a written copy will be given to the employee, either personally or by registered mail, within 24 hours. If the employee disagrees with the grade change, he/she may appeal to the Superintendent or designee.

Section 12.17 The District and the Association encourage parents and other school patrons to visit the schools and classrooms. Such visitations will be planned in advance with the principal and the employee. When possible, the employee will have the opportunity to confer with the classroom visitor before and after the visitation.

Visits to certain classes may be limited or not be permitted.

Section 12.18 A teacher under contract shall be released from the obligation of the contract upon request under the following conditions:

- A. A letter of resignation is received in the Personnel Office on or before June 30.
- B. A letter of resignation is received in the Personnel Office on or after July 1, when a satisfactory replacement can be obtained.

Section 12.19 Intellectual Property Rights

Materials created by teachers on their own time and equipment will be the property of the teacher. Any materials created on district time and/or equipment will be the property of the District.

ARTICLE 13 PROGRESSIVE DISCIPLINE

- Section 13.1** Employees will be disciplined or discharged for just and sufficient cause. Discipline will be corrective rather than punitive and will, except for serious offenses, follow a line of progression.
- Except in serious offenses progressive discipline will include:
- A. Verbal warning
 - B. Written warning
 - C. Suspension
 - D. Discharge
- Section 13.2** When a specific meeting is scheduled for the purpose of formally disciplining an employee, such employee may have representation.
- Section 13.3** In determining the discipline to apply, the supervisor/principal will consider:
- A. The nature and seriousness of the offense.
 - C. The employee's past work record.
- Section 13.4** Employees shall not be required to submit to a polygraph or lie detector device in any District investigation.
- Section 13.5 Summary Evaluation**
- In the event an employee is formally disciplined under this procedure, the administrator responsible for the employee's evaluation may reference such discipline in the "Additional Comments" section of the subsequent summary evaluation form.

ARTICLE 14 WORK DAY

- Section 14.1** The employees' workday within each building/unit will be determined by the principal or immediate supervisor and will require staff involvement. Such decision will take into account the educational program and needs of that building/unit.
- Section 14.2** The amount of time required at each level for each school and/or building will be consistent as much as possible throughout the District.
- Section 14.3 Secondary School Day**
- Employees teaching in the secondary schools will be assigned not more than five (5) periods of instruction per day, exclusive of planning time, home room, roll room and other similar times. Each secondary employee will have at least one (1) class period of planning time to be included within the regular student day.
- Section 14.3.1 When possible, employees assigned to zero or seventh period classes shall be assigned a contiguous schedule. If a contiguous schedule is not possible, the employee will choose either (1) a free, unassigned period within the work day, or (2) an additional compensated period during the work day in which additional responsibilities shall be assigned by the administrator.
- Section 14.4 Elementary School Day**
- Employees teaching in the elementary schools will be assigned no more than an average of five (5) hours of instruction per day.
- Section 14.4.1 Elementary classroom teachers shall be provided 150 minutes of planning time per week by music, P.E., and library specialists. Other elementary bargaining unit members shall be provided these 150 minutes through scheduling decisions.
- Section 14.4.2 The goal is for each elementary teacher to receive an average 250 minutes planning time per week per year. Elementary planning time will occur within the student day, unless impossible, and will be exclusive of WAC time. Continuous blocks of time are preferable and no blocks of

time shall be less than 25 minutes. Recess time shall only be considered as part of a planning time block if such period of time is uninterrupted by passing or travel time. Each building without a cafeteria will be allocated \$1,200 per elementary FTE teacher per year. Each building with a cafeteria will be allocated \$600 per elementary FTE teacher per year. Each building staff shall determine how this allocation is to be spent to provide for an additional 100 minutes, on average, planning time per FTE per week. Use of release time for planning time purposes shall only be considered if other alternatives are not possible. The District and Association shall establish a mutually agreeable committee to review the building plans. Building plans must conform to the provisions of the collective bargaining agreement.

Section 14.4.3 Except during periods of inclement weather, elementary teachers will not be assigned supervision of students before or after school; during the a.m., p.m. and noon recess; or during the loading and unloading of buses. Teachers may be required to supervise students during the students' lunch period.

Section 14.4.4 During periods of inclement weather when it becomes necessary to call a rainy day recess, buildings will have written procedures in place. Such procedures will attempt to minimize assigning teachers for supervision.

Section 14.5 Duty Free Lunch Period

Employees will have a duty-free lunch period of thirty (30) continuous minutes per workday.

Section 14.6 Split Assignment

If a split teaching assignment requiring employees to travel between buildings during their work day and/or week, a meeting with the employee, Association representative and building principals will be held to assure that there is agreement regarding the teaching assignment and expectations. Individuals who have a split assignment are expected to attend one set of meetings required of other staff. Those individuals who teach a curriculum and who are directed to attend a particular meeting, such as Curriculum Night, in more than one building will choose to be paid at their hourly rate or receive compensatory time, as mutually agreed upon by the individual and the administrator.

Section 14.6.1 **Travel Time** Employees who have a split assignment will have scheduled reasonable time for such travel. If the employee is scheduled to travel during his/her planning period, such employee will be paid for the planning time lost due to such travel.

Section 14.6.2 **Extended Work Day** In cases involving extending the workday beyond contractual limits, the District shall adjust the workday. Additional time shall be paid at the teacher's per-diem rate. During any additional unassigned time, the teacher shall be assigned to assignment-related tasks.

Section 14.7 Passing Time

Passing time for specialists will be provided between classes when making scheduling decisions.

Section 14.8 Chairperson Release Time

The District will provide each high school five (5) periods per day to be divided among no fewer than five (5) departments that the principal will assign to staff chairpersons.

Section 14.8.1 **Building Leadership Models** If a building principal and staff wish to change the distribution and/or structure of academic stipends and/or release-time as specified in Section 14.8, they may do so by using the building decision making model.

Section 14.9 Covering Classes

Whenever an employee is asked to cover classes by an administrator in an emergency because no substitute is available, the employee shall be compensated at his or her hourly rate for that time or be provided with compensation time.

Section 14.10 Counselors

Counselors who as part of their regular responsibilities or who agree to work after their regular workday shall be provided flex time at a mutually agreeable time.

Section 14.11 New Teachers

The District and Association agree that the support of new teachers is essential for their success. Every effort will be made to assure their participation in staff development offerings, especially those designed specifically for teachers new to the district. The success of beginning teachers should be considered as schedules and assignments are developed.

Section 14.11.1 New Teacher Assignments Teachers in their first and second year of teaching shall not be assigned split classes. Exceptions shall be considered by the Association and the District at Labor/Management meetings.

Section 14.11.2 Secondary teachers in their first and second year of teaching shall not be assigned more than two courses for preparation. Exceptions shall be considered by the Association and the District at Labor/Management meetings.

Section 14.12 Inclement Weather

- A. The Association and District agree that teachers are expected to report to work at the regularly scheduled time during periods of inclement weather. However, the parties further recognize that inclement weather conditions may prevent the timely arrival of employees for safety and/or other related reasons. In such cases, employees are required to report for work thirty (30) minutes before students arrive.
- B. Staff reporting to work on a day when school closures are announced late (after 5:30 a.m. for secondary and after 6:30 a.m. for elementary) shall be paid two (2) hours at their hourly per diem rate. Staff members who are asked by an administrator to remain and supervise students shall be paid their hourly per diem rate for the actual time spent with students; minimum payment shall be for no less than three hours supervision.
- C. Staff remaining in the building beyond the workday to supervise students during periods of inclement weather at the request of their administrator shall be paid their hourly rate up to seven hours.

ARTICLE 15 NON-INSTRUCTIONAL DUTIES AND TRAVEL

Section 15.1 The parties understand and agree that the District has and retains the right to assign the functions of employees. It is recognized that it may be necessary to assign functions other than normal classroom instruction, but the use of employees to perform such functions will be kept to a minimum whenever possible.

Section 15.2 Staff Meetings

A committee of three teachers chosen by the staff at each building will meet with the principal of such building by October 1 to offer advice regarding scheduling, duration and content of staff meetings.

Section 15.3 Mileage

Employees subject to this Agreement will receive a mileage reimbursement, at the IRS rate per mile, per vehicle, for authorized and approved travel when the personal car is used for such travel.

Section 15.4 Employees will not be required to drive students to activities that take place away from the school building.

ARTICLE 16 ACADEMIC FREEDOM

Section 16.1 Academic Freedom

Employees have the right to express ideas, teach content, and use materials that support the course of study and the established instructional program.

ARTICLE 17 EMPLOYEE FILES

- Section 17.1** The contents of an employee's District file will be the following:
- A. Application
 - B. Correspondance
 - C. Pertinent data concerning the employee
 - D. Summary evaluation reports
- Section 17.2** All employees' District and building files will be kept confidential and will be available for review on a need-to-know basis by:
- A. The individual employee and subject to the employee's consent and knowledge, a specified authorized representative; and
 - B. Those District employees and representatives designated by the Superintendent who have a need to review the file in order to assist the performance of the functions of Personnel Services.
- Section 17.3** Upon request, a copy of any document contained in an employee's District and building files will be afforded the employee at his/her expense in the amount normally charged by the District for individual employee requested copies. The contents of all employee files maintained by building administrators and/or program supervisors will be shown to employees upon request. Beginning with the 1996-1997 school year, employees will be requested to sign each document kept permanently in their building files to acknowledge that they have seen their building/program file contents. The signature of the employee does not imply that he/she agrees with the contents of the document. Each year, during the summary evaluation conference, the principal and the employee will review, at the employee's request, the building file and remove anything that they mutually agree is no longer pertinent.
- Section 17.4** The employee will make an appointment in advance to see his/her District or building file.
- Section 17.5** There will be no secret files. Processed grievances will be kept apart from the employee's District and building files.
- Section 17.6** All information, forming the basis for any formal disciplinary action, whether contained in District or building files, may only be considered for:
1. Two consecutive years, if discipline was a verbal or written warning
 2. Three consecutive years, if discipline was more than a written warning
 3. Six years, if discipline was administered for physical abuse, as commonly defined, or sexual misconduct, not including verbal remarks, unless part of a pattern of misconduct. Sexual misconduct shall be defined as sexual conduct that violates commonly held standards for appropriate conduct between a teacher and a student.
- Upon written request of the employee, such materials contained in the building or district personnel file shall be removed after the above timelines and the written request shall also be destroyed. However, should the same behavior which resulted in a written warning or greater be repeated, the documentation related to the previous discipline shall be returned to the employee's file and all such documentation shall remain in the employee's file at the district's discretion.
- Section 17.7** An employee may attach a written statement to any document contained in his/her District or building employee file.
- Section 17.8** No document containing information about an employee may be used as evidence in any formal disciplinary action unless it has been shown to the employee at least two (2) working days prior to such disciplinary action.

ARTICLE 18 EMPLOYEE FACILITIES

- Section 18.1** Each building where employees are working will conform to federal, state and local health and safety rules and regulations. Buildings should contain the following:
- A. Space in each classroom, or in close proximity to each workstation, to safely store instructional materials, supplies, and personal belongings.
 - B. A work area containing equipment and supplies to aid in the preparation of instructional materials.
 - C. A serviceable desk or table and chair and a filing cabinet, preferably lockable, of two to four drawers for use by the employee occupying a teaching station.
 - D. A furnished, faculty lounge separate from any work area that may be used as a dining area separate from students.
 - E. Clean restrooms separate for each sex and separate from student restrooms, and number in compliance with applicable WAC.
 - F. A reasonable effort will be made to provide, where possible, within existing school buildings, a place where staff can lie down, separate from students, in the event a health condition makes this necessary.
- Section 18.2** In response to call to Support Services, every effort will be made to achieve an appropriate temperature and/or air quality in the classroom as soon as possible. The principal will make every effort possible to locate alternate quarters in those cases where extreme conditions exist.
- Section 18.3** The District and the Association acknowledge that all employees shall be provided a safe working environment. If an employee believes their personal safety, or the safety of students is compromised, the following procedures will apply:
- The employee shall notify the building principal regarding the safety concern. The building principal shall work with the employee to resolve the concern(s). If the problem is not resolved, the employee may seek assistance from the building safety committee. Should safety concerns remain unresolved, further assistance may be sought from the Labor-Management Team.

ARTICLE 19 STUDENT DISCIPLINE

- Section 19.1** The District will support employees in their lawful use of prudent disciplinary measures to maintain order and protect the safety and well being of students in their charge. Students will be disciplined in accordance with the state and federal law, district policies and school discipline rules.
- Section 19.2** When an employee exercises authority to control and maintain discipline, said employee will use reasonable and professional judgment.
- Section 19.3** The District will distribute to each member of the bargaining unit a copy of the following district policies: JF and JF-R Student Rights and Responsibilities which includes statement of Rights, Responsibility and Authority of Certificated Staff; KMAB Parents' Rights and Responsibilities.
- School principals will meet with staffs annually to review and/or make recommendations regarding building disciplinary standards and procedures to ensure uniform understanding and enforcement of building standards.
- Section 19.4** Employees shall have the authority to exclude from their classrooms or activity area any student who creates a disruption of the educational process in violation of the building disciplinary standards for all or any portion of the balance of the school day, and up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first: provided that, except in emergency circumstances, the teacher shall have first attempted one or more alternative forms of corrective action: provided further that, in no event, without the consent of the teacher, shall an excluded student be returned during the balance of that class or activity period (RCW 28A.600.020).

Prior to readmission of a student, following suspension or discipline in excess of five (5) days as per procedures outlined in District policy, there will be a written statement to all parties (teacher, principal, parents or guardian and student) as to the future expected behavior of the student.

- Section 19.5** Possession or use of dangerous weapons, explosives, firecrackers or other items capable of inflicting bodily harm is prohibited. Students in possession of, or using any weapons or dangerous devices specified as a deadly weapon in RCW 9A.04.110 or (local ordinances) will be immediately expelled.
- Section 19.6** The District will promptly initiate an investigation of reports and rumors regarding weapons, explosives and firecrackers, and threats of violent actions and take prompt and reasonable action to protect all students and employees and their property.
- Section 19.7** The behavior plans of identified, disruptive students will follow the student from grade to grade. Plan modifications will be made as needed.
- Section 19.8** Students who have exhibited, or have a history of violent or threatening behavior will be identified to the student's assigned staff, and to other staff on a need to know basis, as soon as the information is known.

ARTICLE 20 LEAVES

- Section 20.1** If the employee fails to return at the expiration of any leave, this action will terminate the employee's contract with the District, unless a written medical reason for failure to return is submitted to the district.

Section 20.2 Sick Leave (Illness, Injury and Emergency)

- Section 20.2.1 **Sick Leave** At the beginning of each school year the employee will be credited with an advanced leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury or emergency of the employee or immediate family member of the employee.
- "Immediate family" for purposes of this section shall be defined as the employee's spouse or the employee's son or daughter who is 18 years of age or younger, or anyone permanently living at the employee's residence and considered part of the family.
- A. All twelve (12) days may be used for illness or injury.
 - B. Up to three (3) days may be used per year for emergencies as defined in Section 20.2.1.1.
 - C. Up to twenty (20) days of emergency leave may be used per year by adoptive parents once the child arrives.
 - D. Each employee's portion of unused leave will accumulate from year-to-year up to a maximum of 203 days.
 - E. Emergency leave, in combination with annual leave, may be used to care for an employee's seriously ill parent or adult child. Should an employee have annual leave, all annual leave must be exhausted before an employee begins to access emergency leave. In no case will paid leave granted under this provision exceed twenty (20) days per year.
 - F. Employees under contract with the District as part-time employees will receive up to twelve (12) days leave proportional to the fraction of the days contracted.
 - G. Whenever possible, the District requests that employees schedule appointments outside of the regular workday.
 - H. Substitutes must be paid in one-half day increments. Should an employee be gone from the assigned work site for less than a half day, the employee will be charged the amount of sick leave for only the time that they are gone, rounded to the nearest quarter hour. The substitute will remain for the entire half-day and may assist the teacher or perform other work as assigned by the principal.

- I. A certificated employee still retains the option of taking up to a half day or a whole day of sick leave for medical appointments and would be charged accordingly against their accumulated sick leave balance.

Section 20.2.1.1

Emergency Leave Conditions for granting emergency leave, which comes out of sick leave, are as follows:

- A. The situation will be of such a nature that, generally, pre-planning by the employee is not possible, which is serious, essentially unavoidable, and of importance, not one of mere convenience.
- B. Some examples of situations that qualify for emergency leave are:
 - 1. Threat to an employee's property (flooding, storm, fire, etc.).
 - 2. Serious illness in the household, or serious illness of a parent or adult child under the provisions of Section 20.2.5.
 - 3. Other emergency events requiring time away from assigned duties and which are beyond the control of the employee or which cannot reasonably be anticipated or avoided and fall under the definition above.
- C. The employee will call the substitute system and indicate that s/he will be using emergency leave.
- D. Emergency leave, without any deduction from salary, may be determined and granted by the Superintendent or designee for days in excess of days granted above.

Section 20.2.1.2

Substitute Teachers Represented substitute teachers will earn paid sick leave according to the following:

- A. One prorated day for each twenty (20) consecutive days in the same assignment; i.e., if a substitute is filling a half-time teaching position, such substitute will earn one-half day of sick leave after serving twenty (20) consecutive half days; or
- B. Seven (7) hours of paid sick leave for each 140 hours of substitute service.
Such sick leave may be granted for absences caused by the employee's personal illness when such employee is in an assignment of five (5) or more consecutive days. When absent due to personal illness, the substitute will call the substitute system to cancel themselves out of the job and call the substitute office and state that he or she is ill and will be using sick leave for the absence. Such days will not accumulate from year to year and will not be available until they have been earned.

Section 20.2.1.3

Employees with experience in other Washington school district(s) will, upon request, be allowed to transfer to the District any sick leave accumulated in the other Washington school district(s), in accordance with state statutes.

Section 20.2.1.4

Employees terminating employment will lose the benefit of any cumulative sick leave, except that forty-five (45) days will be credited for purpose of retirement.

Section 20.2.1.5

If an employee is absent for more than five (5) consecutive work days, the District reserves the right to request a doctor's certificate for absences due to illness or injury. Inappropriate use of sick leave may result in disciplinary action.

Section 20.2.1.6

If an employee is absent without leave, a deduction of the full amount of the employee's salary and compensation as appropriate will be made for each day's absence, beginning with the first day.

Section 20.2.1.7

The District will provide each employee, upon request, with an accounting of his/her accumulated sick leave. Such request will be made to the Payroll Department.

- Section 20.2.2 **Shared Leave** The Superintendent or designee shall determine the amount of shared leave a leave recipient may receive and may authorize an employee to use up to a maximum of 261 days of shared leave during total state employment. All forms of paid leave available for use by the recipient must be used prior to using shared leave.
- An employee shall be eligible to receive shared leave if the employee suffers from, or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. This provision shall be available to employees per RCW 28A.400.380 and in accordance Appendix L.
- Section 20.2.3 **Temporary Disability Leave** Employees, subject to this Agreement, who are unable to perform the functions of their position for medical reasons, may request a temporary disability leave. Temporary disability leave may be granted for illness, injury, surgery, or because of pregnancy or childbirth and may only be granted for the period of actual disability and up to one (1) year with the possibility of an extension.
- Section 20.2.3.1 The employee will notify his/her immediate supervisor and the Superintendent or designee, in writing as to the nature of the expected disability, the beginning date and the expected duration, as verified by a qualified physician. If possible, such notification will be made at least sixty (60) calendar days prior to the starting date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee, and the employee's attending physician. The District may require a doctor's certification that the employee is able to continue to work during that period between the request for the leave and its commencement without jeopardizing the employee's health or the safety of others.
- Section 20.2.3.2 Expiration of the temporary disability leave will be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position.
- Section 20.2.3.3 Upon return from temporary disability leave, the employee will be returned to the same position he/she held prior to the leave provided such position is available, and the leave did not exceed one full school year, or in the case of leave which commenced during a school year, the duration of the school year, subject to any applicable District policies or collective bargaining agreement provisions including those pertaining to reductions in programs, services and personnel. If the position is no longer available, the employee will be placed in another similar position.
- Section 20.2.3.4 An employee on approved temporary disability leave will retain accrued sick leave under Section 20.2.1 and seniority rights. Employees granted temporary disability leave may apply any accrued sick leave to the period of temporary disability leave, except that five (5) days of accrued sick leave may be reserved for subsequent and different disabilities upon formal request for such reservation. Leaves in excess of sick leave benefits, excluding the five (5) accrued sick leave reserve days, if so reserved, will be without pay.
- Section 20.2.4 **Family Illness Leave** If an employee is absent because of illness in the immediate family/household the cost of a substitute will be deducted from the employee's salary for a period not to exceed three (3) workdays for one illness. Full salary will be deducted for each day beyond three (3) days. The employee may elect to use paid emergency leave or sick leave, if applicable under Section 20.2.1. Such leave shall be considered part of FMLA Leave Section 20.2.5.

- Section 20.2.5 **Seriously Ill Parent or Adult Child Leave** The Family Medical Leave Act (FMLA) of 1993 requires that employers grant unpaid leave for certain family and medical purposes to qualified employees for up to twelve (12) weeks per year. In the case of an employee's seriously ill parent or adult child, not residing with the employee, paid leave up to twenty (20) days per year may be granted. The following provisions shall apply:
- A. The employee will first use his/her annual leave, provided in Section 20.3.2.
 - B. The employee will next use emergency leave, as provided in Section 20.2.1.1.
 - C. In no case, will the total paid leave granted under this provision exceed twenty (20) days per year.
 - D. Such leave will be considered part of FMLA Leave (Section 20.2.5).

Section 20.3 Non-Sick Leaves

- Section 20.3.1 **Bereavement Leave** In the event of a death in the immediate family/household of the employee, an absence of up to five (5) days with pay will be permitted.
- Employees who exhaust their annual leave may use one (1) of their five (5) allotted bereavement leave days to attend the funeral services of a non-covered family member or close family friend.
- Bereavement leave will be non-accumulative.
- Section 20.3.2 **Annual Leave** Up to three (3) days with pay per year may be used for annual leave. If possible, annual leave should be scheduled at least 48 hours in advance. Annual leave may not be used on the first or last day of school. No more than twenty-five (25) employees per day may access annual leave. Annual leave will be allocated on a first come first served basis. On an individual basis, appeals may be made to the Superintendent, or designee.
- Section 20.3.2.1 Accumulation of annual leave: An employee may accumulate up to five (5) annual leave days. To carry forward days into the next academic year, an employee must exchange two (2) days for one (1) day carried forward. In the second year, an employee would have three (3) days plus one (1) carried forward. At the end of the second year, an employee may exchange two (2) days to carry forward one (1) additional day, thus accumulating five (5) days in the third year. Annual leave days from the current year will be used prior to accumulated days being used. Accumulated days carry forward until used.
- Section 20.3.2.2 Unused annual leave may be cashed out at the substitute teacher rate of pay at the end of each school year.
- Section 20.3.3 **Leave Without Pay** Under extraordinary circumstances an employee may access leave without pay surrounding holidays or vacations. The employee shall make every effort to give the District thirty (30) days prior notice. Requests for extraordinary leave shall be made in writing to the Personnel Department, outlining the extraordinary nature of the request. Should the Personnel Department deny the request, the employee may appeal to the Deputy Superintendent for final consideration of the request. The decision of the Deputy Superintendent shall be final.
- Section 20.3.4 **Leave of Absence** Leaves of absence, including educational sabbatical leave, without pay and benefits for not less than one semester at the secondary or more than one year (two years for educational sabbatical leave) at either level may be granted by the Board of Directors to employees, subject to this agreement.
- A. In order to qualify for educational sabbatical leave, an employee must receive prior approval from the District. Decisions surrounding educational leave shall not be subject to the grievance procedure.
 - B. Upon return from a one-year educational sabbatical leave, the employee will be returned to the same position held prior to the leave, provided such position is available and the leave did not exceed one (1) full year.

- C. If the educational sabbatical leave is granted for more than one (1) year, the employee will be returned to the same or an equivalent position.

Section 20.3.4.1 Application for such leave must be made on or before April 15 of the school year. The application must state the reason for the request. By April 15 of the year of the leave, the employee will give written notice to the Superintendent or designee of his/her plan to return to the District. Failure to provide notice of return will be deemed that the employee has resigned.

Section 20.3.4.2 Upon return from the leave, the employee will not necessarily be assigned to the identical position occupied before the leave, but will be assigned to a position of equivalent nature, subject to the collective bargaining agreements.

Section 20.3.4.3 A one-year leave of absence may be granted for the year following the expiration of the initial leave of absence for the purpose of completion of an approved program. Such leave will be without pay or benefits.

Section 20.3.5 **Public Office Leave** Upon the recommendation of the employee's immediate supervisor and the Superintendent or designee, and subject to the approval of the Board, an employee will be granted leave without pay or benefits for a period not to exceed one (1) year. Extension of such leave may be granted upon reapplication. The employee must show evidence that s/he has been duly elected or appointed to an official public office.

Section 20.3.5.1 Applications for such leave must be made as soon as possible following certification of the election or appointment. The employee on leave must notify the District by April 15th of his/her plan to return to active employment for the ensuing year. Failure to do so will be deemed resignation from employment.

Section 20.3.5.2 An employee returning from such leave will not necessarily be assigned to the identical position occupied before the leave, but as much as possible to a position equivalent to the one held before the leave, subject to any applicable District policies or this Agreement including those pertaining to reductions in program, services and personnel. The employee will not advance in experience on the salary schedule, nor will the employee be eligible for benefits while on leave.

Section 20.4 Obligatory Leaves

Section 20.4.1 **Child Care Leave** Any employee may request long-term child-care leave without compensation for the purpose of legally adopting a child or care for a child up to school age or a medically ill dependent child. Leave for such a purpose will be for not more than two (2) instructional school years for each occasion. However, the maximum number of consecutive years that will be granted is four (4). Such leave will be exclusive of any temporary disability leave granted for childbirth.

If a child-care leave commences after first semester for secondary staff or after winter break for elementary staff, such time will not count against the two (2) years. Specialists who are assigned at both levels will be treated as secondary staff under this provision.

Section 20.4.1.1 To request such leave, the employee should submit a leave of absence request form to Personnel Services. Such request, when possible, will be made at least thirty (30) calendar days in advance of the proposed starting date of the leave and clearly state the intended purpose and duration of the leave.

Section 20.4.1.2 The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program and the desire of the employee and the attending physician, where applicable. The overriding concern will be the fulfillment of the goals of the District. The return date shall be at either the beginning of the school year or the beginning of second semester at the secondary level and following winter break at the elementary level.

Section 20.4.1.3 Long-term child care leaves for employees will be without compensation and employer paid benefits except that the employee will retain all seniority and benefits accrued and

will be able to self-pay to those insurance plans which allow such payment. Seniority will not accrue during such leave.

Section 20.4.1.4 Employees who have been granted disability leave for childbirth reasons under Section 20.2.3 may apply for and may be granted further leave under child care leave.

Section 20.4.1.5 Upon return from a one-year child care leave, the employee will be returned to the same position held prior to the leave provided such position is available and the leave did not exceed one (1) full school year, or in the case of leave which commenced prior to winter break for elementary staff or prior to the beginning of second semester for secondary staff, the duration of that school year, subject to any applicable District policies or collective bargaining agreement provisions including those pertaining to reductions in programs, services and personnel. If the position is no longer available, the employee will be placed in another similar position.

Section 20.4.1.6 If the child care leave granted is for more than one (1) year but no more than two (2) years, the employee will be returned to the same or an equivalent position.

Section 20.4.2 **Adoption Leave** Short-term adoption leave may be granted to either or both parents for a period of up to five (5) days with pay in any given school year. Such leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the adoption agency. See also Section 20.2.1.

Section 20.4.3 **Jury Duty and Subpoena Leave** Any employee who is called for jury duty or is subpoenaed as a witness in a court proceeding, will have deducted from his/her pay only that amount which he/she earns while serving in that capacity. If the employee is plaintiff or defendant in a case, there will be no compensation, except out of defensive judicial proceedings arising from the nature of his/her employment in the interest of the District.

Section 20.4.3.1 Upon receipt of a jury summons, or the subpoena, the employee will immediately notify his/her immediate administrator and the Personnel Department. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service, or of witness service, and of the pay received. Salary payment to the individual will not exceed the employee's normal pay.

Section 20.4.4 **Military Leave** Military leave, whenever possible, will be scheduled during non-contractual days and will be granted in accordance with law.

Section 20.4.5 **Religious Observances - Absence From Work** Employees whose religious affiliations require observances of mandatory holy days on days when school is in session will be granted up to three (3) days unpaid leave for this purpose.

The employee shall make up each day missed by performing professional tasks under the supervision of his/her principal or supervisor on a mutually agreeable non-school, non-per-diem day, which falls between five (5) workdays before the opening and five (5) workdays after the closing of the employee's current contract year. The make-up-date(s) will be specified on the leave request form and shall be performed in increments determined by the staff member and his/her principal or supervisor.

Accountability for making up the days will rest with the employee and the principal or supervisor. An employee desiring to take leave under this section must notify his/her principal or supervisor three (3) school days in advance of the requested leave.

Section 20.4.6 **Association or Affiliate Leave** Upon written application, the District will grant a leave for length of term for any employee who can show evidence that he or she has been duly elected or appointed to any office in the Association or its affiliate organizations.

Section 20.4.6.1 While on said leave, the employee will be entitled to the same wages and benefits as if s/he were teaching in the District. This section will apply providing that the District is reimbursed the dollar amount equal to the salary and benefits paid to the employee while on leave. Such payment will be made on or before the 20th of each month during such leave.

- Section 20.4.6.2 Upon return from Association leave, the Association President will be returned to the same position s/he held prior to the leave, provided such position is still available and the leave did not exceed three (3) school years, subject to any applicable District policies or collective bargaining agreement provisions, including those pertaining to reductions in programs, services and personnel. If the position is no longer available, the employee will be placed in another similar position.
- Section 20.4.6.3 Leave under this provision may be extended upon official notification from the employee and the organization or association involved.
- Section 20.4.6.4 Prior to the granting of such leave, the District may require a hold harmless agreement with the organization involved.
- Section 20.4.7 **Association Business Leave** The District will grant up to sixty-five (65) days per year, with additional days as per current practice, to employees for the purpose of Association business. Requests will be made to the Superintendent or designee and such leave will be granted, provided that the leave does not present a hardship on the educational program in any school. The Association will reimburse the District the cost of necessary substitutes.

ARTICLE 21 SALARIES, STIPENDS AND EXTENDED CONTRACTS

- Section 21.1** All salary and compensation increases (including increments, educational advancements, and benefits) are granted only on the basis that such increases will not cause the District to violate the provisions of RCW 28A.400.200, any other state law, the Appropriations Act or any rules or regulations adopted pursuant to state statutes dealing with salary and compensation issues. In the event any such violations should occur, the District agrees to meet with the Association to determine an appropriate method of adjusting bargaining unit salaries and compensation to a level which will insure conformity to such laws, rules, and regulations. Such adjustment will be made as soon as practical.
- Section 21.2 Salary Schedules and Stipend Schedules**
- Salary Schedules and Stipend Schedules for the duration of this agreement shall be incorporated into this agreement when ratified by the Association and the District.
- The District agrees for the duration of this agreement to adjust the salary schedule by such amount as is authorized and appropriated by the State within the legal allowable limit for said purpose(s). The District also agrees to adjust stipend and chairperson schedules by the same percentage as is applied to the salary schedule. The same percentage increase shall apply to non-supervisory and supervisory certificated employees, and said adjustment will be computed as set forth in Section 21.2.1.
- Section 21.2.1 On or about April 1 of each year of the contract and upon District receipt of compliance data from the Superintendent of Public Instruction for each year, the District and the Association will review the compensation data for certificated personnel as reported to the State Superintendent of Public Instruction on the Form S-275 as updated by the District.
- If the SPI data indicates that there remains additional capacity within LEAP Document 12b as amended, the District will thereupon effectuate an annual salary increase designed to raise annual salaries to the maximum level allowed under LEAP Document 12b as amended, provided that the same dollar percentage will be applied to the annual salaries of all non-supervisory and supervisory certificated staff, and provided further that no such adjustment will be made if it would be less than an average of \$15.00 per FTE on an annual basis. Such adjustment will be paid either in a lump sum or over the remaining warrants, as determined by the district, and the salary schedules, Appendices A, B & D, will be amended to reflect the difference; provided that educational advancement entitlements have been met to the fullest allowable under compliance limitations.

- Section 21.2.2 Any retroactive salary adjustment made per Section 22.2.1 shall only apply to the base employment contract and supplemental employment contract as provided in Appendices A, B & D. No retroactive adjustment will be made for compensation earned from working optional days and for other non-contracted compensation.
- Section 21.2.3 **Over/Underpayment** The District and the Association agree that in situations where a bargaining unit member has been misplaced on the salary schedule, the period of time to be considered for reimbursement shall be one year from the date of discovery. This will pertain to instances in which the member owes the district money due to overpayment and instances in which the district owes the member money due to underpayment.
- Section 21.3 Experience Increments and Educational Advancement**
- The District will provide experience increments and educational advancement for credit on file, which will commence in September of each year of this agreement, provided such experience increments and educational advancements will be within the legal limits for salary increases; and provided further that if the legislature does not provide any increases for salaries for any one year for non-supervisory personnel, then the salary increases for experience and educational advancements for non-supervisory personnel shall be limited to the funds authorized by the legislature for non-supervisory personnel for increments and educational advancements.
- Section 21.3.1 All educational credit for salary schedule advancement must be filed with the District by September 30 of each year of the contract. Employees hired after the first day of the school year must have their college and experience credits on file with the Personnel Office by October 15 or within thirty (30) days, whichever is later. Failure to meet such time line will cause the employee to lose consideration for such credits until the following school year.
- Section 21.3.2 On or about November 1 of each year of the contract the District will assess compliance data to determine the effect of the payment of educational advancement and experience increments on compliance. If the District is not in compliance as a result of granting educational advancements or experience increments, the District and Association will meet to mutually determine the method to bring the District into compliance as follows:
- A. Adjust the payment or pro rata payment of educational advancements and experience increments; and/or
 - B. To mutually determine the method of repayment for any funds paid to employees in the amount in excess of the compliance requirements.
- Section 21.4 Supplemental Contracts**
- Supplemental compensation will be paid by separate contract pursuant RCW 28A.400.200 according to the rates and amounts specified in Appendices A, B & D to this agreement. Such compensation so paid shall not be deemed an increase in salary or compensation for the purposes of RCW 28A.400.200. Supplemental Contracts are for one (1) year only. No person contracted for such a position should assume that said assignment would continue for more than one year.
- Section 21.4.1 **Extra days** Extra days shall be paid at the employee's per diem rate. These days include Incentive, Supplemental and Professional days.
- Section 21.4.2 **Extended days** Extended days shall be paid at the employee's per diem rate. Extended contracts will be issued to all employees who are required, due to the nature of their regular duties, to devote additional time beyond the regular school day or school year. The District must authorize extended contracts.
- Section 21.4.2.1 The District will provide three (3) extended days in the employment contracts of each Librarian and Secondary Counselor for the duration of this contract. Full-time (1.0 F.T.E.) kindergarten teachers who teach two-half day sessions shall receive three (3) supplemental days; .5 FTE kindergarten teachers shall receive two (2) supplemental days. All-day kindergarten shall receive one (1) supplemental day.
- Section 21.4.2.2 **Counselor/Librarian Pool** The District will fund 331 supplemental contract days for Librarians and Secondary Counselors. These days are in addition to the extended days

allocated according to Section 21.4.3 of this Agreement. These days will be considered to be in a pool and shall be allocated at the commencement of each school year to individual counselors and/or librarians. In the event additional counselors and/or librarians are employed during the duration of this Agreement, all extended days for these employees will be taken from the pool. The District will add the proportional days per new hire into the pool for allocation.

Section 21.4.2.3

Specialists' Pool The District will fund three (3) supplemental contract days per specialist (Psych, OT/PT, and SLP). These days will be considered to be in a pool and shall be allocated at the commencement of each school year to individual specialists, as identified above, to be used at their discretion to complete regularly assigned work. These days are in addition to any days assigned for summer assessment work.

The method and manner of determining which specialists will be awarded supplemental contracts from this pool will be determined by the Director of Special Services after meeting with the President of the Association. Appeal of the Director's decision may be made to the Deputy Superintendent.

These additional days will not be considered a part of the continuing contract of any specialist who obtains a supplemental contract by reason of the allocation or distribution of the pool days.

Section 21.4.3

Per Diem Daily Rate An employee on an extended contract who is authorized to work additional days beyond the school year will be paid a daily rate determined by dividing the employee's salary by the number of days in the base contract.

Section 21.4.3.1

Per Diem Hourly Rate The employee's hourly rate will be determined by dividing his/her daily rate by seven (7).

Section 21.4.4

Stipends A complete list of all allocated stipends will be given to staff each year. Any certificated staff member who is interested in any position should notify the principal of said interest. The principal will make all decisions surrounding the filling of stipend positions. Stipends listed in schedule D if allocated, and if offered, must be filled by certificated staff.

Section 21.4.5

Professional Fund For each year of the contract, each employee will have one-thousand, five-hundred (\$1500) dollars available for the following purpose(s):

Compensation for working up to four (4) additional incentive days paid at a rate of \$375 per day and/or reimbursement for tuition, workshop/conference fees or instructional materials.

Employees may use this fund in increments of \$375 for any of the above. Employees must make an election on the use of this fund by October 15. If no election is made, the fund will be applied towards compensation. Use of this fund for compensation will be consistent with the provisions for incentive pay and applicable payroll taxes will apply. Use of this fund for reimbursement is applicable only when related to the employee's current or potential assignment. Instructional materials purchased will remain the property of the district, but may be taken with the employee to their new work location, should they transfer within the district.

Section 21.4.6

Curriculum Rate

Any additional time worked, not paid pursuant to sections 21.2 through section 21.4.5 shall be paid at the curriculum rate specified in Appendix B.

Section 21.4.7

Elementary Conference Pay

Three half-days will be set aside in November for the purpose of elementary conferencing. Any regular classroom teacher whose class load is greater than twenty-one (21) students will be paid ½ hour per diem pay for each student above the twenty-one (21) conference limit.

Special education resource teachers may attend up to twenty-one (21) conferences in November for high priority students. The special education resource teachers will select the conferences they will attend.

Two half-days will be set aside in March for optional conferencing. These conferences will be scheduled by teacher and parent request. There is no additional pay for these optional conferences.

ARTICLE 22 SALARY FACTORS OF COMPENSATION

Section 22.1 In determining placement on the salary schedule, three factors will be considered: (1) Experience, (2) Education and (3) Responsibility.

Section 22.1.1 Experience

- A. Previous teaching experience in the common schools of Washington will be recognized in full as prescribed by statute and SPI regulations (WAC).
- B. Substitute teachers whom the District hires into contracted positions shall be given credit on the salary schedule for documented substitute teaching experience as provided by statute and SPI regulations (WAC).
- C. The Superintendent or designee will evaluate previous teaching experience in schools of other states. The teaching will be recognized providing the person has completed a baccalaureate degree and teacher certification requirements of that state.
- D. Previous teaching experience will be recognized in full for K-12 teaching in private accredited schools, schools run by the United States government, and Vocational Technical College. The Superintendent or designee will evaluate teaching experience performed at the college, university or Vocational Technical College level and previous work experience of any specialists.
- E. Service in the United States Armed Forces and the Peace Corps, which interrupted professional employment, will be recognized as follows: one full year (365 days) of military or Peace Corps service shall credit the employee with one year teaching experience on the salary schedule. No more than two years of military or Peace Corps service may be credited. Evidence of this service must be documented.
- F. Educational sabbatical leave will be recognized in full as prescribed by statute and SPI regulations (WAC).

Section 22.1.2 Education

- A. A baccalaureate degree will constitute the minimum academic requirement for employment.

For employees hired after the ratification date of this Agreement, only those credits earned after the baccalaureate degree was received will be considered for the purpose of evaluating college credits beyond the baccalaureate degree for placement on the salary schedule.

For employees hired on or before August 31, 1983, the baccalaureate degree will be construed as representing 180 academic quarter credits for the purpose of evaluating college credits beyond the baccalaureate degree for placement on the salary schedule.

For individuals submitting a baccalaureate degree of 180 quarter credits or less, credit will be accorded for all courses, inclusive of physical education activity credits, ROTC, military science credits or religion credits.

For individuals submitting a baccalaureate degree consisting of more than 180 quarter credits, physical education activity credits, ROTC, military science credits or religion credits will not be counted toward educational advancement on the salary schedule.

Employees hired on or before August 31, 1983 had until the beginning of the 1987-88 school year to earn the post baccalaureate credits necessary to replace credits which do not qualify under the terms of this Agreement. In no case will an employee be required to replace more than forty-five (45) credits.

- B. Credits beyond the Masters degree will be recognized in accordance with state guidelines for placement on the salary schedule.
- C. No salary change will be made until corresponding credits are filed with and evaluated by the Superintendent or designee. An official transcript will serve as the documentation. All work done for credit will be in advanced courses. Advanced courses will be courses of 300 or 400 (third or fourth year undergraduate) level or higher. These courses will be accepted if they are earned at an accredited four-year college or university with a passing grade. For purposes of this section, accredited shall mean accreditation approved by OSPI for placement on the salary schedule.
- D. Credits of the 200 level or lower, or community college credits, must have prior approval of the Superintendent or designee. Approval will be based on the appropriateness of a course as it applies to the teaching assignment. The request for prior approval of lower division or community college courses will be made in writing to the Superintendent or designee.
- E. Continuing Educational Credits: Subject to prior approval of the Administrator of Personnel Services or designee, continuing education credits as defined in WAC 180-85-025 shall be recognized by the District for placement on the salary schedule for Occupational Therapists and Physical Therapists. Failure to obtain prior approval shall disqualify such credit for salary consideration.
- F. Professional Credits for Occupational Therapists/Physical Therapists include professional credits as defined in Section 22.1.2 of the 1983-86 contract as continuing education credits, non-college credit workshops, in-service courses and clinics which contribute to the professional growth of the employee.
- G. A file of each Occupational Therapist's and Physical Therapist's continuing educational credits will be kept at the Personnel Services Office. It will be the responsibility of the employee to keep the record up to date.
- H. Clock hours will be recognized for purposes of advancement on the salary schedule in accordance with state guidelines. When possible, the District will make clock hours available for district-offered staff development programs.

Section 22.1.2.1

BA 135 Cap Employees hired for the 1992-93 school year or before will have until September 30, 1994 to attain Lane D with a BA + 135.

Commencing with new hires for the 1986-87 school year and continuing thereafter, only experience and educational credits, which the state recognizes for LEAP purposes, shall be credited for salary placement.

Section 22.1.2.2

Salary Placement of Non-Degreed Vocational Teachers The following procedure shall govern the placement of the non-degreed vocational teachers on the Association salary schedule.

- A. A current probationary vocational certificate valid for two (2) years and renewable once shall be deemed equivalent to a Bachelor's Degree.
- B. A current initial vocational certificate valid for four (4) years and renewable twice for three (3) years at a time shall be deemed equivalent to a Bachelor's Degree plus forty-five (45) quarter hours beyond the degree.
- C. A current five-year vocational certificate renewable every five (5) years shall be deemed equivalent to a Bachelor's Degree plus ninety (90) quarter hours beyond the degree.
- D. A current renewed five-year vocational certificate shall be deemed equivalent to a Bachelor's Degree plus one hundred thirty-five (135) quarter hours beyond the degree.
- E. Experience credit beyond the three years (6,000) hours required for the certificate shall be granted for initial placement on the salary schedule on the basis of one (1)

experience step for each 2,000 hours of verified work experience at the journeyman level or equivalent fully qualified level in the occupational field for which the vocational certificate is issued.

- F. District prior-approved work experience in the relevant vocational field earned after the first year of teaching vocationally approved courses shall be recognized at the rate of twenty (20) quarter hours of graduate college credits for each 2,000 hours of work.

Nothing in this section shall be construed as restricting teachers of state-approved vocational classes from advancing on the salary schedule in accordance with other provisions of the Agreement in the same fashion as other certificated employees.

Section 22.1.3 **Responsibility**

Section 22.1.3.1 **Teaching Chairpersons** The Principal and the Superintendent will select the positions of Teaching Chairperson 1, 2, 3, and 4 from qualified candidates.

- A. Criteria for selecting persons to act as Teaching Chairperson will be performance history, career development and area specialty, as well as teaching capability and leadership potential.
- B. Over and above their classroom duties, Teaching Chairpersons may be asked to perform specific duties and responsibilities.
- C. As Teaching Chairpersons are assigned responsibilities over and above those normally assigned to a teacher, they are accordingly paid an appropriate stipend as listed on their applicable salary schedule.
- D. The positions of Teaching Chairpersons will not become a part of the teacher's continuing contract.

Section 22.1.3.2 **Building Leadership Models:** If a building principal and staff wish to change the distribution and/or structure of academic stipends and/or release-time as specified in Section 14.8, they may do so by using the building decision making model.

ARTICLE 23 **INSURANCE**

Section 23.1 **Insurance Benefits**

For the duration of the contract, the full state contribution (without deduction for retiree subsidy) made available to each full-time equivalent per month will be made toward the cost of insurance. For each certificated employee working one-half time or more, but less than full-time, insurance will be paid in proportion to the full-time equivalent. Such contribution will first be used to pay the premium for full-family dental insurance, long-term disability insurance, and the premium for full term-life insurance. Life Insurance will be provided in an amount equal to the employee's base salary rounded to nearest \$1,000.

The balance of the contribution will be used for the actual cost of the health or medical premium.

Section 23.1.1 **Pro-Rating of Insurance Benefits** Employees who take leaves of absence after starting the school year shall be entitled to pro-rated insurance benefits in accordance with the procedures defined in Appendix J.

Section 23.1.2 Substitutes will be allowed to self-pay for insurance benefits as provided by insurance contracts.

Section 23.2 **Pooling**

Any unspent balance from Section 23.1 will be pooled among all unit employees for payment of hospital and medical premiums, up to the actual cost, until the pool is exhausted. The Association shall determine employee eligibility for participation in the pool.

The District will add eight thousand (\$8000) additional dollars per year to the benefit pool in school years 2002-2003, 2003-2004, and 2004-2005.

The monies saved by the district from bargaining unit members utilizing Section 125 Medical Reimbursement and Dependent Care plans will be added to the employee benefit pool.

Section 23.3

Compliance

If upon receipt of the fiscal year BEA compliance data from SPI, there remains on the average \$5.00 per FTE or more available for insurance benefit compliance, the District will expend such available funds by a method mutually agreeable to the District and the Association for insurance premiums.

Section 23.4 New Employees Duty To Enroll

New employees must sign up for insurance in the Payroll Office by October 15 or 30 days from date of hire or they will be ineligible for insurance coverage until the next open enrollment period.

Section 23.5 Tax Sheltered Annuities

Employees subject to this Agreement will be entitled to participate in a tax sheltered annuity plan approved by the District. On receipt of a written authorization by an employee, the District will make the requisite withholding adjustments and deductions from the employee's total compensation.

Section 23.6 Mutual Fund Custodial Accounts

Section 403 (b) (7) of the Internal Revenue Code
Public Law 87-370 and RCW 28A.400.250

Mutual Fund Custodial Accounts (403 (b) (7)) are tax-deferred retirement savings plans and one of the two types of Tax Sheltered annuities that have been offered by the District to eligible employees. Since there are limits on amounts allowed to be invested, and restrictions and rules on early withdrawals, moving money between plans and retirement withdrawals the District has previously required all employees who participate to be represented by an agent.

The District has received a recommendation from District employees to modify this restriction and allow investments in Mutual Fund Custodial Accounts without the use of an agent. After review, and in coordination with the Association, the District has agreed with this request and will allow investments in those mutual fund companies who will sign hold-harmless agreements with the District.

Both the District and Association agree with this decision with the following understanding:

1. This option for investing in Mutual Fund Custodial Accounts is not mandated by any regulation and is being offered solely as a service to the employee.
2. When choosing to invest in Mutual Fund Custodial Accounts (403 (b)(7)) without the use of an agent/representative/advisor, the employee is responsible for his/her investment decisions and holds harmless both the District and Association.

Section 23.7 Liability Coverage

The District will provide liability coverage, in the amount of five hundred thousand dollars (\$500,000) for employees against claims for damages caused by that employee while performing his or her duties as an employee of the District.

Section 23.8 Personal Property

The District or its insurer(s) will reimburse the employee for loss or damage of not less than twenty-five dollars (\$25.00) or more than one thousand dollars (\$1000.00) to personal property caused while such employees are engaged in the maintenance of order and discipline, or the protection of school personnel, school property or students.

To the extent the District's insurance policy provides coverage and subject to the policy exclusions and limitations, the District agrees to pay loss incurred by an employee who sustains unforeseen, unexpected, or unintended damage to the employee's personal property (excluding automobile) while the property is on District premises, and is being used for the purposes usual, customary and incidental to the employee's job duties.

Items of value over two hundred dollars (\$200.00) shall be registered at the office if the item is to remain in the building overnight.

If property damage occurs in situations of authorized use of District equipment off school premises where reasonable care has been taken to protect such property, an employee shall first file a claim with their own personal insurance company. Any cash settlement received from the employees insurance will be turned over to the District. The District will be responsible for any uninsured expenses, including the insurance deductible and the replacement of the equipment.

- Section 23.8.1 Such insurance will not apply to the extent that any valid and collectible insurance, whether on a primary, contingent or excess basis, is available to any employee under any other policy of insurance.

Section 23.9 Workers Compensation

Whenever an employee is absent from employment as a result of personal injury sustained in the normal course of employment and in the performance of his/her duties, the employee will be paid the difference between the employee's total compensation and state industrial insurance compensation for a period of such absence up to eighteen (18) months, or thirty-six (36) months if the injury is the result of a physical assault, from the date of injury. No part of such absence will be charged to annual or accumulated sick leave. The District reserves the right to require an examination of such employee by a physician designated by the District at District expense.

Section 23.10 Malpractice

The District will provide malpractice coverage for psychologists, occupational therapists and physical therapists, speech pathologists, and counselors. Coverage shall be a minimum of five hundred thousand dollars (\$500,000).

Section 23.11 Alternative Pre Tax Deduction IRS Section 125

The District will provide for processing payroll deductions for medical, life insurance, and other insurance premiums as allowed within IRS Section 125 on a pre-tax basis when elected by individual employees.

- Section 23.11.1 The District will establish a Section 125 plan providing for pre-tax payroll deductions. Deductions, which qualify, include payment of dependent care expenses and un-reimbursed medical expenses as allowed under IRS Section 125. Deductions accrued in excess of expenses withdrawn are forfeited to the District at the end of the plan year. The District will pay related administrative costs and establish administrative procedures. If the Section 125 deduction should not continue to be exempt from social security, the District and the Association will meet and determine how administrative costs will be paid.

Section 23.12 Insurance Standing Committee

A joint standing insurance committee will be composed of proportional representation from all employee groups and appropriate central office administrators. The committee will review insurance programs offered by the District, the premium schedules, and make recommendations for changes. The committee will report periodically to the Deputy Superintendent and the presidents of various employee groups.

The Labor-Management team in cooperation with presidents of the various labor groups will determine specific compensation and duties of this committee.

ARTICLE 24 VACANCIES, ASSIGNMENTS AND TRANSFER

Section 24.1 Vacancies

The District will define vacancies as full or part-time continuing contract positions, which may result from retirement, resignation, promotion, death, termination, or creation of a new position. The effective date of such vacancy will be the same as the effective date of the retirement, resignation, promotion, death, termination, or creation of a new position. The decision to fill vacancies will rest solely with the District. Over-staffing situations will be dealt with in accordance with the Involuntary Intra-District Transfer section of this contract Section 24.4).

- Section 24.1.1 Vacancies filled by the District after May 15 will be considered vacant positions for the following school year. Such vacancies will be subject to the provisions of Section 24.2.4.

- Section 24.1.2 **Long-Term Substitutes** The District may, after consulting with the Association, fill second semester vacancies with long-term substitutes provided such vacancy shall not exceed ninety (90) school days.

Section 24.2 Assignment and Transfer

The District and Association recognize the desirability of making assignments that consider the interests and aspirations of the employees. To this end, the District will make transfers requested by employees in accordance with the provisions of this Article. In the event of a layoff, voluntary transfer procedures may be set aside.

Section 24.2.1

Notification of Available Positions

- A. The District and Association will jointly inform employees of the transfer procedures prior to February 15 of each school year.
- B. Upon request from the Association, the District on June 1, July 15, and August 15 will give the Association a list of current vacancies.
- C. The District will notify all staff on the transfer list of their transfer status two (2) weeks before the start of school.

Section 24.2.2

Requests for Transfer Prior to April 1 of each school year, employees may file a request for transfer for the following school year. Such requests will be made on a "Request for Transfer" form and will indicate the position(s) to which he/she is specifically interested in transferring. The provisions of the voluntary transfer policy will remain in effect until the end of the first week of the second semester.

Section 24.2.3

Transfer Limited To Similar Positions Employees hired for the 1986-87 school year and thereafter may only request transfer to positions which are similar to the position currently occupied, e.g. classroom teacher to classroom teacher, librarian to librarian, counselor to counselor. Such employees shall not utilize the transfer procedure to increase their contractual status, i.e. part-time to increased part-time or to full-time.

Section 24.2.3.1

Transfer of Specialists Specialists hired for the 1986-87 school year and thereafter who wish to change their assignment to a different specialty or to a regular classroom position, may apply prior to April 1 for placement on the transfer list. The district will decide whether the applicant is qualified for the requested position and the district's decision shall not be subject to the grievance procedure. (See Appendix N)

Section 24.2.4

Transfer Procedure Transfers are subject to the following procedures:

- A. Only those employees on a continuing contract may request transfer.
- B. Positions, which qualify for non-continuing contracts, will not be considered for transfers under the voluntary transfer procedures.
- C. After the District replaces a transferring employee with another employee from the transfer list, it will be under no obligation to use the transfer list for subsequent vacancies after August 15th.
- D. If a vacancy occurs, as determined by the District, during the summer months, employees who have specifically requested such position will be contacted in writing or by phone by the District. The employee will notify the District indicating his/her interest in said position within two (2) working days of receiving such notification. The employee will have the responsibility of notifying the Personnel Department of any change of address or phone number.
- E. Vacancies may be filled from the transfer list through mutual agreement of the employee and the District.
- F. An employee will be removed from the transfer list when the employee has declined two (2) offers of transfer to his/her specified positions. An employee may decline an offer of transfer without losing his/her place on the transfer list, if the declination is for any position other than one in which the employee was specifically interested. Position specifications (including qualifications, duties and responsibilities) will be on file in the Personnel Department for the employee to review.
- G. An employee will be qualified for transfer to a position if that employee has:
 - 1. The required certification for the position as stated in WAC 180-79A.
 - 2. The required endorsement for the position or if certificated prior to 1987, its equivalent as stated in WAC 180-79A-304 and WAC 180-79A-320 through 398.

3. Satisfactory evaluation, as indicated on the summary evaluation form, for the two successive years directly preceding the request for transfer.
 4. Training and/or successful experience within the past ten (10) years which qualify for curriculum assignments listed in the position specifications, i.e., primary or intermediate at the elementary level.
- H. From the applicants who wish to transfer to a vacancy, the appropriate administrator will review the employees' files to determine qualifications. (See Section 24.2.4.G.)
1. If there is one qualified applicant for a vacancy, that applicant will be transferred to the vacant position.
 2. If more than one qualified applicant applies, the person most senior in his/her assignment will be given the transfer.
 3. If the applicants have equal seniority in their assignments, the transfer will be given to the person placed on the higher educational lane on the salary schedule.
 4. If the applicants are on the same lane, the transfer will be given to the person with the most experience.
- I. The District reserves the right, for the purposes of Title I comparability and affirmative action to maintain or improve staff balance in filling vacancies.
- J. Any employee considered for a transfer and who does not receive the requested transfer will, upon request, be given reason(s) s/he did not receive the transfer.
- K. Specialists who are reassigned: The administrator responsible for the reassignment of specialists will provide flexibility in the employee's schedule to accommodate the move. This provision shall apply to the following staff: Special Services, elementary counselors, PE and Music Specialists.

Section 24.2.5 The district may set aside the voluntary transfer provision of this agreement for six (6) positions per year provided that for the remainder of the vacant positions the procedures outlined in this provision are followed. The District will notify the Association, in writing, when a vacancy set aside under this section is considered.

Section 24.2.6 Building Process: For up to ten (10) positions each year, a building selection process may be used for teacher assignment. These positions shall not be subject to the transfer provision described in Section 24.2.4. The procedures governing this process are found in Appendix O. A teacher who utilizes the building process may also be involved in the transfer procedure described in Section 24.2.4. If the candidate has placed his/her name on the transfer list, the candidate may decline an offer of a building process position without losing his/her place on the transfer list. A teacher who accepts a building process position shall maintain his/her building seniority.

Section 24.3 Transfer Incentive Program

- A. To encourage voluntary intra-district transfers, the District will provide up to five (5) days staff development time during the summer months to be paid at the per diem rate. This provision will apply to bargaining unit members who have been located in one building for five (5) or more consecutive years.
- B. Employees who wish to participate in this program must submit requests for transfer to the District Personnel Office prior to April 1.

Section 24.4 Involuntary Intra-District Transfer

When the need for Involuntary Intra-District transfer exists, the following procedure will be followed:

- A. The appropriate unit administrator will first inform the total certificated staff within the unit of the need for transfer and the reason for the need. The unit administrator will then call for volunteers for transfer. If there is more than one volunteer, the employee transferred will be selected in accordance with Section 24.2.4.
- B. In the event that no certificated staff member volunteers or that the volunteer lacks qualifications for the transfer position, the unit administrator responsible will select the individual to be transferred. The "qualified" employee with the least seniority in the District will be transferred. See Appendix P.
- C. When the District can demonstrate a need to transfer an individual in order to protect the quality of the instructional program and/or the welfare of the individual, then the transfer may be made without following the procedures of this provision.
- D. The staff member involuntarily transferred will retain his/her building seniority.
- E. Any employee required to make an involuntary intra-district transfer, upon request, may confer with the unit supervisor and appropriate director for the purpose of reviewing and discussing the reasons for the transfer.

Section 24.4.1 The district will provide five (5) days per diem pay for preparation time, including—moving and setup, for any employee who is involuntarily transferred to a new assignment.

Section 24.5 Reassignment of Specialists

Special Services, Elementary Counselors, PE and Music Specialists:

- A. Priority reassignment of specialists to equivalent position: Full-time specialists, as identified under Section 24.2.4 (K), may request a priority reassignment into an equivalent vacant full-time position. The District will determine whether or not the position is equivalent and such determination will not be grievable. If more than one qualified candidate applies for the position the person with the most District seniority will be given the priority reassignment. Flexibility in scheduling to accommodate the move will be provided by the administrator.
- B. Specialists who are reassigned: The administrator responsible for the reassignment of specialists will provide flexibility in the employee's schedule to accommodate the move.
- C. Special Education/ESL teachers who are reassigned by the District will receive five (5) days per diem pay for preparation time.
- D. Special Education/ESL teachers who request and receive reassignment will be provided up to five (5) days staff development time during the summer months to be paid at their per diem rate.

This provision will apply to bargaining unit members who have been located in one building for five (5) consecutive years.
- E. Special Education/ESL teachers who wish to request a reassignment must submit their request to the District Personnel Office prior to April 1.

Section 24.6 Substitutes

The District will consider represented substitute teachers for employment vacancies along with all other applicants. Such consideration will include:

- A. Screening interview for applicants who meet the District criteria for the position.
- B. Informing the substitute of District employment practices and procedures.
- C. The Personnel Department informing unsuccessful finalists of the reasons for non-selection upon the candidate's request.

Section 24.7 Intra-District Exchange Teacher Program

Where two teachers wish to exchange teaching assignments, they may file a request to do so with the District. Such requests will be subject to the following:

- A. The permission of both principals and the appropriate director must be obtained.
- B. Length of exchange will be one year unless extended or reduced by mutual agreement of both teachers and District.
- C. Both teachers will gain building seniority during the exchange.
- D. To facilitate the exchange program, employees will submit a request for exchange to the District Personnel Office by no later than June 1st.

Section 24.8 Job Share

The District and the Association agree to continue the job share program. This program includes the elements, understandings, and procedures as outlined in Appendix Q.

Section 24.9 Community Initiated or Staff Initiated Schools

Administrators and teachers in schools affected by the formation of a Community Initiated School (CIS) or Staff Initiated School (SIS) will be informed as early as possible of the proposal and progress of development.

ARTICLE 25 RETENTION, LAY-OFF AND RECALL

Section 25.1 Definition

The term "lay-off" as used herein refers to action by the District in non-renewing employees due only to economic reasons; it will not refer to decisions to discharge or non-renew an employee for cause other than for such economic reasons.

Section 25.1.1 Economic reasons necessitating lay-off include the following:

- A. Enrollment decline.
- B. Failure of a special levy or other events resulting in significant reduction in revenue.
- C. Termination or reduction of funding of categorical projects.

Section 25.1.2 In the event that the District anticipates a need to layoff employees for the forthcoming fiscal year, the District will notify the Association at least by April 15 and will provide to the Association, upon request, all available reports on the financial affairs of the District.

Section 25.2 Certificated Staff Reduction

In the event that it is necessary to reduce the number of employees for economic reasons, those employees who will be retained to implement the District's modified program and those employees who will be laid off will be identified by using the following criteria and the procedures outlined in Appendix R.

ARTICLE 26 NON-CONTINUING CONTRACT EMPLOYEES

- Section 26.1** Non-continuing contract employees are those hired by the District to fill vacancies created by leaves or job sharing situations for all or part of a school year.
- Section 26.2** Non-continuing contract employees will accrue seniority and retirement credit and will receive the same benefits as other members of the bargaining unit.
- Section 26.3** As vacancies occur, non-continuing contract employees will be considered as candidates for those vacancies providing they file a written statement of such desire with the Personnel Office and they meet the minimum District and state educational requirements for the vacancy. An interview will occur if the employee, the principal, and appropriate Director all mutually agrees that one is necessary.
- Section 26.4** Non-continuing contract employees will not be required to reapply for a vacancy in the same manner as a new job applicant.
- Section 26.5** Non-continuing contract employees shall be subject to all provisions of RCW 28A.58.900.

ARTICLE 27 EVALUATION AND PROBATION

Section 27.1 Evaluation

Employee evaluations will be aimed at the improvement of instruction. All employees will be evaluated during each school year in accordance with the procedures and criteria set forth in this agreement. All new employees will be observed within the first ninety (90) calendar days of the commencement of their employment.

The following teachers will be on the Professional Growth and Evaluation system:

- A. Any newly hired teacher.
- B. Any teacher hired as of the 2000-2001 school year who is subject to the new state certification requirements.
- C. Any teacher in the 2004-2005 school year who is using the formative evaluation system contained in the 1999-2002 collective bargaining agreement
- D. Any teacher currently on the Professional Growth and Evaluation system.

Section 27.1.1 Substitutes After serving twenty consecutive work days in the same assignment, the substitute may request an unofficial evaluation by the principal or designee using the evaluation instrument which is used for regularly contracted bargaining unit members. Such evaluation, if granted, will be for the substitute's information and will not be subject to the grievance procedure of this Agreement.

Section 27.1.2 Responsibility for Evaluation Within each school or department, the principal or unit administrator will be responsible for the evaluation of employees assigned to that school or department. An employee assigned to more than one school or department will be observed for the purpose of evaluation by the principal or unit administrator of each school or department. For such employees, the appropriate administrator will prepare a summary evaluation based upon the observations of the building principals or unit administrators.

Any principal or other supervisor may designate other certificated staff members to assist in the observation and evaluation process, provided that such staff members are not members of the bargaining unit represented by the Association.

Section 27.1.2.1 Administrative Interns Evaluating Bargaining Unit Members:

From time to time the Lake Washington School District provides opportunities for administrative interns to practice and develop their administrative skills through assignments as interns. The District and the Association recognize the need for such opportunities and wish to cooperate wherever possible in their implementation. Evaluation of certificated staff is a major function of administrators, and the District and Association

agree that opportunities for interns to develop their evaluation skills should be provided where possible. Therefore, the District and the Association agree that administrative interns, as part of an accredited intern program, may evaluate bargaining unit members subject to the following conditions:

- A. Bargaining unit members may be evaluated by administrative interns on a voluntary basis and may opt to return to being evaluated by the building principal or other building administrator at any time.
- B. Administrative interns will evaluate bargaining unit members under the direct supervision of the building principal or other building administrator.
- C. Should it be determined that a bargaining unit member's performance is in need of improvement or is unsatisfactory, the administrative intern will immediately turn over to the building principal or other building administrator all responsibilities for evaluating such bargaining unit member.
- D. The building principal or other building administrator will be responsible for signing the summary evaluation.
- E. The administrative intern must have had training in supervision, and must have received the appropriate training in formative evaluation before working with that strand.
- F. The bargaining unit members being evaluated by the intern must have received a satisfactory evaluation at the end of the previous year in the district.

Section 27.1.3

Evaluation Criteria All employees will be evaluated in accordance with the criteria set forth in Appendix E, F, G, or H as appropriate.

Section 27.1.4

Summary Evaluation Requirements Summary evaluations which are maintained in the District personnel office will be completed as follows:

- A. Summary evaluations will be completed for all employees by no later than May 15 of the year in which the evaluation takes place.
- B. If a supervisor contemplates recommending that an employee be placed on probation, a summary evaluation will be completed on or before January 15.
- C. If an employee resigns during the calendar year, a summary evaluation will be completed prior to the resignation date.
- D. If an employee, during the school year, is transferred to another position, not under the supervisor's jurisdiction, a summary evaluation will be made at the time of such transfer. Such summary evaluation does not replace the annual summary evaluation.
- E. In the event of extended leave during the school year, a summary evaluation will be completed prior to the leave date if a minimum of two (2) evaluations has been completed.
- F. In the event of a formal written discipline action, such action may be referred to in the "additional comments" section of the summary evaluation.

Section 27.1.5

Evaluation Procedures

- A. During each school year each employee will be observed for the purpose of evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year will be not less than sixty (60) minutes including a minimum of one observation for a total observation time of thirty (30) minutes. The first evaluation of new employees will include an observation of at least a thirty (30) minute duration.
- B. During the first two weeks of each school year, a group meeting will be held between each school principal, teachers new to the district, and other interested staff. The purpose of the meeting will be to review and discuss the evaluation process including the

evaluation criteria, the process used in collection of data, and the purpose of evaluation. Any employees who are absent from the meeting will attend a make-up session with the supervisor/principal. A special session will be held with new employees to orient them to the procedure. Employees will not be observed for the purpose of evaluation until they have attended such a meeting or had the same material explained.

- C. Observations are of two types: single and series, which may be announced and/or unannounced. A pre-observation/evaluation conference will be held between the employee and the observing administrator for both types.
 - 1. Single Observations: At the conference the employee will be provided a copy of the evaluative criteria to be used and the employee will apprise the administrator of the employee's specific lesson objectives, methods and materials, and other pertinent information that relate directly to the evaluative criteria.
 - 2. Series of Observations: At the conference the administrator will explain specific criteria being evaluated by the series of observations. A single series of observations will not exceed a two-week work period.
- D. A pre-observation/evaluation conference will be held between the employee and the observing administrator prior to a series of observations. At the conference the administrator will explain the specific criteria being evaluated by the series of observations. Only the specific criteria section(s) from the criteria checklist will be considered and documented.
- E. Following an observation or series of observations and prior to completion of the evaluation report, a clarification conference may be requested by the employee and/or evaluator for the purpose of clarifying any part of the observation. Such conference will be scheduled within three (3) working days following the observation or series of observations. The employee will be provided with a copy of the evaluation report within two (2) working days following the clarification conference.
- F. Following each observation, or series of observations, the evaluator will fill out the evaluation report. See Appendix E or F. If a clarification conference is not requested, the employee will be provided with a copy of the evaluation report within three (3) working days following the observation or series of observations.
- G. Within five (5) working days of receipt of the evaluation report, the evaluator will hold a post-observation conference with the employee to discuss the evaluation findings. If the evaluator finds the employee has not met the satisfactory level(s) of expectation, the evaluator will state in writing the specific areas of performance needing improvement and the assistance that will be provided.
- H. The employee will be requested to sign the District's copy of the evaluation report to acknowledge receipt of such report. The signature of the employee does not imply agreement with the contents of the evaluation report.
- I. Each summary evaluation report required under Section 27.1.4 will be promptly forwarded to the District's Personnel Office for filing in the employee's personnel file. Evaluation reports other than those required will not be filed in the employee's personnel file unless the supervisor and the employee mutually elect to the contrary.
- J. Within five (5) working days following receipt of any evaluation/summary evaluation report, the employee may submit a written response that will be attached to such report.

Section 27.1.6

Short Forms of Evaluation After an employee has four years of satisfactory evaluations under Section 27.1.5 a short form of evaluation may be used. The short form of evaluation shall include either:

- A. A thirty (30) minute observation during the school year with a written evaluation based on the criteria and procedures under Section 27.1.5 or Evaluation Criteria Checklist, or;

- B. A final summary evaluation under the provisions of Section 27.1.5 based on at least two observation periods during the school year totaling at least sixty (60) minutes without a criteria checklist for such observations being prepared.

However, the evaluation process set forth in Section 27.1.5 shall be followed at least once every three (3) years and an employee or evaluator may request that the evaluation process set forth in Section 27.1.5 be conducted in any given school year. The short form process may not be used as a basis for determining that an employee's work is unsatisfactory nor as probable cause for non-renewal of an employee's contract (reference RCW 28A.405.100).

Section 27.1.7

Formative Evaluation Strand In compliance with RCW 28A.405.100, WAC 392-192, the District and the Association mutually agree to the addition of a formative evaluation strand to the evaluation procedures.

- A. **Purpose** The purpose of the formative evaluation strand is to: 1) improve instruction and the learning environment for all students; 2) provide staff members a collaborative process for risk taking and innovation; 3) create an ongoing commitment to professional excellence; 4) provide an avenue for encouraging outstanding performance; 5) foster collegiality and trust; 6) support employees in self-initiated growth and change.
- B. **Eligibility** To be eligible, an employee must have four (4) consecutive years of satisfactory ratings on the summary evaluation. Eligible staff must volunteer to participate and be willing to attend district-sponsored in-service(s) on the formative evaluation strand.
If an employee on the formative evaluation strand is transferred to another building or program, if possible, that employee will remain on the formative evaluation strand for the balance of the year if she/he so chooses and the principal agrees.
- C. **Training** Certificated classroom teachers and administrators/supervisors must have participated in the district-sponsored in-service(s) on formative evaluation in order to participate in the formative evaluation strand.
- D. **Procedures** The employee formulates a goal(s) and meets with his/her supervisor to discuss and record the goal(s). One or more of the following sources of information shall be used in developing the professional growth plan(s): 1) peer review and evaluation; 2) input by parents; 3) input by students; 4) personal or professional goals; 5) District goals; 6) building goals; 7) self-assessment; 8) personal academic records and 9) District evaluations. An action plan for each goal is developed through collaboration by October 1, using the formative evaluation strand form.

The supervisor serves as a coach, advisor, facilitator, and/or resource, not as an evaluator. The primary responsibility for monitoring the progress of this plan lies with the employee.

The employee and supervisor will meet at least twice between November 1st and April 30th to discuss progress and/or to adjust the plan.

By June 1 the supervisor and employee will meet to complete the "Progress Made Toward Goals" section of the formative evaluation strand form and to sign the formative year-end assessment. The supervisor sends the form to the district personnel office and places a copy in the building file. At this time the employee may choose to include the formative strand goal(s) plan in his/her district personnel file and/or building file. The employee, at the end of the year, will retain all other information relating to goals, notes from meetings, and data. This meeting can also be used to continue planning for the second year.

At any time during the school year the employee may opt to return to the summative strand. Procedures for that strand will then be followed.

E. **Administrator/Supervisor Concerns** At any time during the school year, if a supervisor is concerned that an employee is not meeting minimum evaluative criteria, the supervisor and employee will schedule a pre-observation conference, observation, and post-observation conference. At the time of the pre-observation conference the supervisor will discuss his/her concerns and the reasons for scheduling an observation cycle. During the observation the evaluation criteria checklist will be followed. As soon as possible, but within no more than five (5) working days, a post-observation conference will be held. If an employee does not meet minimum performance criteria, the administrator may move the employee to the summative process, provided the administrator notifies the employee in writing of the reasons for this decision at the post-observation conference. If the employee is moved to the summative process, the employee may choose to consider the above observation as the first observation in the summative procedure.

F. **Year-End Assessment Conference** Prior to June 1, a year-end assessment conference will be scheduled between the administrator and employee to review the year-end assessment report.

At this time the evaluation strand the employee will be on for the following year will be recorded.

The employee shall sign the Year-End Assessment Report at the scheduled conference to indicate a copy has been received. The signature of the employee does not necessarily imply that the employee agrees with the contents of the report. The employee may submit signed comments that shall be attached to the report in the employee's District personnel file.

Section 27.2 Probation

Section 27.2.1

The Probationary Period Any employee, except first-year provisional employees without prior teaching experience, whose services have been judged unsatisfactory based on the evaluation criteria may be placed on probation by the Superintendent no later than February 1 of any school year and continuing until the subsequent May 1 of the same school year. Before such action is taken, the following steps will be taken:

- A. The principal or unit administrator will meet with the employee in an attempt to resolve matters relating to performance before probation is recommended. This conference will be held within ten (10) days of the date of the formal evaluation required in Section 27.1.4.B. The employee will have an opportunity to have an Association representative in attendance at the conference.
- B. If an employee is being considered for probation, the recommendation to the Superintendent for probationary status must be made on or before January 20. The recommendation for probation must be in writing and a copy of that recommendation sent to the employee. The recommendation for probation will include the following:
 - 1. The summary evaluation report prepared pursuant to the provisions of Section 27.1.4.B.
 - 2. A reasonable and specific set of expectations delineating what levels of performance would constitute acceptable performance in the deficient area defined.
 - 3. A recommended, specific and reasonable program designed to assist the employee in improving his or her performance.

First year provisional employees without prior teaching experience who are being considered for non-renewal must be placed on a Plan of Assistance on or before February 1. This Plan will be mutually agreed upon by the District and the Association and will include:

1. A statement of the specific areas of performance deficiencies based on the evaluation criteria.
2. A reasonable and specific set of expectations delineating what levels of performance would constitute acceptable performance in the deficient areas defined.
3. The resources to be provided to the employee, including staff development.
4. A schedule of administrative observations and timeline.

The Superintendent or his/her designee will review the principal's or immediate supervisor's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.

Section 27.2.2

Establishment of Probationary Period If the Superintendent concurs with the supervisor's judgment that the performance of the employee is unsatisfactory, the Superintendent will place the employee on a probationary status beginning on or before February 1 and ending on May 1. On or before February 1, the employee will be given written notice of the action of the Superintendent in which the notice shall contain the following information:

- A. Specific areas of performance deficiencies based on the evaluation criteria.
- B. A reasonable and specific set of expectations delineating what levels of performance would constitute acceptable performance in the deficient areas defined.
- C. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area or areas of deficiency.
- D. A program for assistance by the principal or immediate supervisor, which spells out courses of action whereby the employee will be assisted to improve the level of performance.

Section 27.2.3

Evaluation During the Probationary Period

- A. At or about the time of the delivery of a probationary letter, the principal or other supervisor will hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor will authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency.
- B. During the probationary period, the principal or other evaluator will meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee.
- C. The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his or her notice of probation.

First year provisional teachers without prior teaching experience are excluded from the remedies provided in Article 27.

Section 27.2.4

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

- A. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or

- B. That the employee 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
- C. That the employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the employee.

A copy of the report will be furnished to the employee and to the Association.

Section 27.2.5 Action by the Superintendent Following a review of any report submitted pursuant to Section 27.2.4, the Superintendent will determine which of the alternative courses of action is proper and will take appropriate action to implement such determination.

Section 27.3 Appeal by Employee

Any employee, receiving notice of probable cause for non-renewal, as provided by this Article, may only request a hearing pursuant to State Law. If the parties fail to mutually agree on a hearing officer, such officer will be selected in accordance with state statute (RCW 28A.405.310). The decision of the Board or the hearing officer, as the case may be, will be final, subject to appeal according to law.

- A. All the provisions of this Article will apply to provisional employees except that in the case of non-renewal, provisional employees will not have access to the appeal procedures provided for continuing contract employees by state statute.
- B. All monitoring or observation of the performance of an employee will be conducted openly.
- C. In the event an employee files a grievance relative to implementation of any section of this Article, the District will not be prevented from proceeding with such implementation pending resolution of the grievance.
- D. National standardized test results of academic progress of students will not be used in any way as evaluative criteria for an employee's fitness for retention.

Section 27.4 Substitute Teacher Evaluation

Section 27.4.1 Responsibility for Evaluation Within each school the principal will be responsible for the direct observation and evaluation of substitutes assigned to that school. A substitute assigned to more than one school may be evaluated by the principal of each school. Any principal may designate other certificated staff members to assist in the observation and evaluation process, provided that such staff members are not members of the bargaining unit represented by the Association. Evaluations will be based upon direct observation by the evaluator. Any additional information used in the evaluation process will be identified by source, event and time.

Section 27.4.2 Evaluation Criteria When evaluations are conducted, they will be in accordance with the criteria set forth in the Evaluation Report Form attached to this Agreement in Appendix G which is hereby made a part of this Agreement.

Section 27.4.3 Evaluation Requirements

- A. Any substitute teacher covered by this Agreement may request up to a total of two (2) evaluations per year between October 1 and May 1.
- B. The substitute input sheet must be included in and attached to any formal evaluation.

Section 27.4.4 Evaluation Procedures

- A. Any substitute teacher may be evaluated at any time by the building principal.
- B. A substitute who is evaluated will receive a copy of the evaluation from the evaluator within ten (10) school days.
- C. A copy of any substitute evaluation will be sent to the Personnel Department within twenty (20) school days following the evaluation.

- D. Within ten (10) school days after the substitute's receipt of an unsatisfactory evaluation and upon written request of the substitute, a conference will be held between the evaluator and the substitute. The evaluator will discuss those deficiencies indicated on the evaluation form and any recommendations to be made.
- E. At the completion of the conference, the evaluator will forward to the Personnel Department a report of the conference.
- F. If a substitute teacher receives more than one (1) unsatisfactory evaluation during the school year an improvement conference will be set with the Administrator of Personnel Services or designee. The evaluator(s) will be present at the conference and the substitute teacher may request an Association representative to be present. The Administrator of Personnel Services will recommend whether or not the substitute should continue to be assigned as a substitute based on the evaluation and conference. If the Administrator of Personnel Services decides to remove this substitute from the substitute list, s/he will set forth, in writing, the specific reasons for this decision, based on the evaluation criteria. The substitute and the Association will receive a copy.

Section 27.4.5 Substitute Employee Protection

- A. All monitoring or observation of the performance of an employee will be conducted openly.
- B. National standardized test results of academic progress of students will not be used in any way as evaluative criteria for a substitute's fitness for retention.

ARTICLE 28 CONFLICT RESOLUTION AND GRIEVANCE PROCEDURE

Section 28.1 Labor/Management Meetings

The Association and District agree to meet weekly to discuss issues and attempt to resolve concerns that affect members of the bargaining unit. Either party may bring issues/topics to the meetings. Any meeting may be cancelled by mutual agreement.

Section 28.2 Definitions

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any Article or Section of this Agreement, and may be processed as hereinafter provided.

A grievant will be an employee, group of employees, or the Association.

Section 28.3 Individual Concerns

If an individual employee has a concern or complaint, he/she shall discuss the concern with his/her principal or supervisor. Such discussion will attempt to resolve the issue without it being considered part of the formal grievance procedure. No adjustment of the complaint will be inconsistent with the terms of the Agreement.

Section 28.4 Step 1: Oral Discussion-Informal Procedure

In the event that a grievant believes there is a basis for a grievance, the grievant shall first discuss the issue with his/her building principal or other appropriate supervisor either individually or accompanied by an Association representative. If the grievance is not thus resolved, the employee may seek to resolve the issue with the person involved with assistance of a mediator if needed. The mediator will be selected from a mutually agreed upon list. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal grievance procedure.

Section 28.5 Step 2: Formal Procedure-Written Notification

The grievant may invoke the formal grievance procedure through the Association. The grievance will be reduced to writing and will contain at least the following:

- A. Statement of the grievance.

- B. Reference to the Article and/or Section of the Agreement that is claimed to have been violated, misinterpreted or misapplied.
- C. Remedy sought.

A copy of the grievance form will be delivered to the principal or appropriate supervisor. If the grievance involves more than one school building or directly involves an administrator other than the grievant's immediate supervisor, it will be filed with the Employee Relations Department for proper routing. A grievance must be filed within forty-five (45) school days of the occurrence of which the grievant complains or within forty-five (45) school days from when the grievant should reasonably have had knowledge of such occurrence, whichever is later. Grievances not submitted within the forty-five (45) school days will be considered invalid. Within five (5) school days of receipt of the written grievance, the principal or appropriate supervisor will meet with the grievant and the Association in an effort to resolve the grievance. The administrator will indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and will furnish a copy thereof to the grievant and the Association.

Section 28.6 Step 3: Next Line Administrator

If the grievant or Association is not satisfied with the disposition of the grievance at Step 2, the grievance will be submitted within ten (10) school days of the meeting as outlined in Step 2 to the next appropriate line administrator. The parties will have ten (10) school days from receipt of the written grievance to meet and attempt to resolve the grievance. The administrator will indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and will furnish a copy thereof to the grievant and the Association.

Section 28.7 Step 4: Formal Procedure-Appeal to Superintendent

If the grievant or the Association is not satisfied with the disposition of the grievance at Step 3, the grievance may be transmitted to the Superintendent. Such transmittal will take place within fifteen (15) school days of the meeting at Step 3. Within ten (10) school days, the Superintendent or his/her designee will meet with the grievant and the Association on the grievance and will indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and will furnish a copy thereof to the grievant and the Association.

Section 28.8 Step 5: Arbitration

If no settlement has been reached at Step 4, the grievance, at the option of the Association may be submitted to binding arbitration. The Association will give the Superintendent written notice of its intention to arbitrate within twenty (20) school days of the meeting as outlined in Step 4. If the parties cannot agree as to the arbitrator within ten (10) calendar days from the notification date that arbitration will be pursued, the arbitrator will be selected in accordance with the American Arbitration Association rules, which rules will likewise govern the arbitration proceeding. The District and the Association will not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The decision of the arbitrator will be final and binding upon both parties.

Section 28.9 Arbitration Costs

Each party will bear its own costs of arbitration, except that the Association and the District will share the fees and charges of the arbitrator equally.

Section 28.10 Jurisdiction of the Arbitrator

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator will decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance will be consolidated for hearing before an arbitrator; provided, the arbitrator will not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

- Section 28.10.1 The award of the arbitrator may be entered in any court of competent jurisdiction by either party. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party will bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related

expenses incurred as a result of defending such action. The court will determine such court costs, legal fees and related expenses.

Section 28.11 Time Limits

The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties will use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the grievant to proceed with his/her grievance within the times herein before provided will result in the dismissal of the grievance. Failure of the District to take the required action within the times provided will entitle the grievant or Association, as the case may be, to proceed to the next step on the grievance procedure.

Section 28.12 Grievance and Arbitration Hearings

All hearings or conferences pursuant to this grievance procedure will be scheduled at a time and place which will afford a reasonable opportunity for all parties entitled to attend to be present, including any and all witnesses. Discussion in the handling of a grievance, formally or informally, will take place whenever possible on school time.

Section 28.13 Disposition

In arriving at any disposition or settlement, neither party will have the authority to alter this Agreement.

Section 28.14 Continuity of Grievance

Notwithstanding the expiration of this Agreement, any grievance arising hereunder may be processed through the grievance procedure until resolution.

Section 28.15 Exclusions

- A. Appeal of non-renewal due to implementation of the Retention, Lay-off and Recall provisions of the Agreement is excluded from the grievance procedure.
- B. Evaluation of substitutes will not be grieved beyond Step 4 - Superintendent. The District's right to hire and place substitutes will not be subject to the Grievance Procedure.

Section 28.16 Individuals facing discharge shall elect either the statutory or grievance process.

ARTICLE 29 BARGAINING UNIT WORK

Section 29.1 The District will not assign bargaining unit work to non-bargaining unit employees, provided however, that the District may hire short-term unrepresented substitutes to replace absent bargaining unit members.

ARTICLE 30 STUDENT TEACHERS AND INTERNS

Section 30.1 The employees subject to this Agreement are encouraged to voluntarily participate in the student teacher/intern practicum.

Section 30.2 The participating employee will receive all honorariums as provided by the participating colleges/universities.

ARTICLE 31 ATTENDANCE INCENTIVE PROGRAM

Section 31.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received will be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: provided, that no employee may

receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per month.

At the time of separation from school district employment due to retirement or death an eligible employee or the employee's estate will receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days accrued leave for illness or injury.

Section 31.2 The provisions of this section will be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee will be entitled thereafter to receive such benefits as a matter of contractual right.

ARTICLE 32 NO STRIKE-NO LOCK OUT

Section 32.1 During the term of this Agreement, the Association, its members, its officers or agents, acting individually or in concert with others, regardless of whether an unfair labor practice is alleged, will not engage in any strike, slowdown, or work stoppage against the District, and the District will not lock out any employee covered by this Agreement. The Association shall not be precluded from participating in a Washington Education Association related statewide action.

ARTICLE 33 DURATION OF AGREEMENT AND REOPENING

Section 33.1 Duration

This Agreement is a collective bargaining agreement which becomes effective September 1, 2002 and which will continue in full force and effect until August 31, 2005.

Section 33.2 Contingent Re-openers

Either party may reopen the contract for the following reasons:

1. In the event the State or Federal Government:
 - A. Appropriates or decreases funds for wages, benefits, or working conditions, or significantly changes funding
 - B. Authorizes additional or decreases local levy authority specifically for the purpose of granting increased or decreased compensation, benefits and/or supplemental benefits for employees covered by this agreement, this Agreement shall be re-opened to bargain such additional allocation(s) as may be available to the district for the following contract year.
2. In the event of a double levy failure.

LAKE WASHINGTON EDUCATION
ASSOCIATION

By _____
(President)

By _____

By _____

By _____

By _____

By _____

Dated this _____ day of May, 2002

LAKE WASHINGTON SCHOOL DISTRICT
NO. 414 BOARD OF DIRECTORS

By _____
(President)

By _____

By _____

By _____

By _____

Dated this _____ day of May 2002

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APPENDIX A – SALARY SCHEDULE

BASE 24355 LWEA SALARY SCHEDULE FOR 2002-03

Effective: August 11, 2002

| STEP | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| STAFF A | | | | | | | | | | | | | | | | | |
| BA | 25,889 | 26,669 | 27,667 | 28,934 | 29,884 | 30,833 | | | | | | | | | | | |
| Factor | 1.063 | 1.095 | 1.136 | 1.188 | 1.227 | 1.266 | | | | | | | | | | | |
| Daily Rate | 142.25 | 146.53 | 152.02 | 158.98 | 164.20 | 169.41 | | | | | | | | | | | |
| Hourly Rate | 20.32 | 20.93 | 21.72 | 22.71 | 23.46 | 24.20 | | | | | | | | | | | |
| STAFF B | | | | | | | | | | | | | | | | | |
| BA + 45 | 29,762 | 30,468 | 31,442 | 32,709 | 33,634 | 34,535 | 35,315 | 36,533 | 37,750 | 38,968 | 40,186 | | | | | | |
| Factor | 1.222 | 1.251 | 1.291 | 1.343 | 1.381 | 1.418 | 1.450 | 1.500 | 1.550 | 1.600 | 1.650 | | | | | | |
| Daily Rate | 163.53 | 167.41 | 172.76 | 179.72 | 184.80 | 189.75 | 194.04 | 200.73 | 207.42 | 214.11 | 220.80 | | | | | | |
| Hourly Rate | 23.36 | 23.92 | 24.68 | 25.67 | 26.40 | 27.11 | 27.72 | 28.68 | 29.63 | 30.59 | 31.54 | | | | | | |
| STAFF C | | | | | | | | | | | | | | | | | |
| MA/BA+90 | 33,659 | 34,292 | 35,217 | 36,484 | 37,361 | 38,237 | 38,968 | 40,186 | 41,404 | 42,621 | 43,839 | 45,057 | 46,275 | 47,492 | 47,492 | 47,492 | 48,418 |
| Factor | 1.382 | 1.408 | 1.446 | 1.498 | 1.534 | 1.570 | 1.600 | 1.650 | 1.700 | 1.750 | 1.800 | 1.850 | 1.900 | 1.950 | 1.950 | 1.950 | 1.988 |
| Daily Rate | 184.94 | 188.42 | 193.50 | 200.46 | 205.28 | 210.09 | 214.11 | 220.80 | 227.49 | 234.18 | 240.87 | 247.57 | 254.26 | 260.95 | 260.95 | 260.95 | 266.03 |
| Hourly Rate | 26.42 | 26.92 | 27.64 | 28.64 | 29.33 | 30.01 | 30.59 | 31.54 | 32.50 | 33.45 | 34.41 | 35.37 | 36.32 | 37.28 | 37.28 | 37.28 | 38.00 |
| STAFF D | | | | | | | | | | | | | | | | | |
| MA+45/BA+135* | 37,531 | 38,091 | 38,992 | 40,259 | 41,111 | 41,939 | 42,621 | 43,839 | 45,057 | 46,275 | 47,492 | 48,710 | 49,928 | 51,146 | 52,363 | 53,581 | 54,628 |
| Factor | 1.541 | 1.564 | 1.601 | 1.653 | 1.688 | 1.722 | 1.750 | 1.800 | 1.850 | 1.900 | 1.950 | 2.000 | 2.050 | 2.100 | 2.150 | 2.200 | 2.243 |
| Daily Rate | 206.21 | 209.29 | 214.24 | 221.20 | 225.88 | 230.43 | 234.18 | 240.87 | 247.57 | 254.26 | 260.95 | 267.64 | 274.33 | 281.02 | 287.71 | 294.40 | 300.15 |
| Hourly Rate | 29.46 | 29.90 | 30.61 | 31.60 | 32.27 | 32.92 | 33.45 | 34.41 | 35.37 | 36.32 | 37.28 | 38.23 | 39.19 | 40.15 | 41.10 | 42.06 | 42.88 |

• Placement of teachers on the salary schedule shall be according to their years of experience and education

• Teachers on the Staff D lane with a BA Degree + 135 credits who subsequently earn an MA Degree will remain in the staff D lane

• For an earned doctorate stipend add .15 of base salary (\$3,653)

Teachers in cell A-0, A-1, A-2 will be paid at \$28,300 (Daily rate \$155.49, hourly rate \$22.21), and C-0 will be paid \$33,929 (Daily rate \$186.42, hourly rate \$26.63)

• Base salary includes 182 work days, daily rate is calculated as base salary divided by 182 days, hourly rate is calculated as daily rate divided by 7 hours per day

* It is not possible to achieve this level for a BA+135 as of 9/94

Position Codes: F*A = Classroom Teacher
F*B = Resource Teacher F*C = PE/Music Teacher F*D = Librarian
F*E = Counselor
F*F = Special Services F*G = Leadership/Coordination

APPENDIX B – CHAIRPERSON STIPEND SCHEDULE

Effective: August 11, 2002

| <u>Position Title</u> | <u>Position Code</u> | <u>Salary</u> | |
|-----------------------|----------------------|---------------|--|
| Staff Chairperson 1 | Y*C1 | \$1,151 | Selected by the principal and the Assistant Superintendent from qualified applicants with consideration given to: 1. Performance History 2. Career Development 3. Area Specialty 4. Teaching capability & leadership potential |
| Staff Chairperson 2 | Y*C2 | \$2,302 | |
| Staff Chairperson 3 | Y*C3 | \$3,456 | |
| Staff Chairperson 4 | Y*C4 | \$4,608 | |

Non-Continuing Contract Selected on a district wide basis

The salaries listed include payment for two (2) additional days and are in addition to base salary placement

| | |
|------------------------|---------|
| Curriculum Hourly Rate | \$28.50 |
|------------------------|---------|

APPENDIX C - SUBSTITUTE SALARY SCHEDULE (POSITION CODE = IS)

- Section C.1** The daily rate of pay for Substitute Teachers 2002-2003 will be \$111.00.
- Section C.2** When substitutes work 3 ½ hours or less they will be paid ½ the substitute rate. When substitutes work more than 3 ½ hours they will be paid the daily substitute rate.
- Section C.3** Substitutes who work 6 to 20 consecutive days in the same assignment shall be paid \$116.00 per day for the 2002-2003 school year.
- Section C.4** Substitutes who are not in a long-term assignment will be paid an additional \$220.00 for every twenty (20) days worked. Such money will be paid out monthly.
- Section C.5** Long-term substitute assignments in excess of twenty (20) days will be paid at the contract teacher rate, retroactive to the first day of assignment, except that when, in the judgment of the Personnel Department, the assignment appears at the onset to be a long-term assignment, the contract teacher rate may be paid from the beginning of the assignment.
- Section C.6** The rates specified in C.1 and C.3 above shall be adjusted by the same percentage amount by which the regular teacher salary may be adjusted.
- Section C.7** If the daily rate for substitute teachers is adjusted during any fiscal year as a result of an adjustment to the regular teacher salary, such adjustment will only apply prospectively from the date of the agreement between the Association and the District. Substitute salary adjustments will not be retroactively applied to days worked prior to such agreement.
- Section C.8** The above salary is based on a full teacher workday, including planning time (if applicable). Whenever a substitute is required by an administrator to cover a class during his/her scheduled planning time, the substitute will receive additional compensation for this added responsibility. Such compensation will be at the substitute hourly rate of pay.

APPENDIX D - Stipend Schedule

LAKE WASHINGTON SCHOOL DISTRICT #414 LWEA STIPEND SCHEDULE 2002-03

Effective: September 1, 2002

| POSITION TITLE | POSITION | | ELEMENTARY | JUNIOR HIGH | SENIOR HIGH |
|--|------------------|-------|------------|-------------|-------------|
| | CODE | | | | |
| Activities/Athletic Coordinator | Z*AD | | | 2,050 | |
| Activities Supervisor | Z*AS | | | 1,530 | 3,520 |
| Advisory | Y*AS | | | | 1,760 |
| Band | Z*BD | | | 1,735 | 3,720 |
| Choir/Chorus | Z*CH | | | 1,530 | 3,170 |
| Class Advisors | Z*SO, Z*JR, Z*SR | | | | 1,530 |
| Curriculum | Y*CU | 1,530 | 1,530 | 1,530 | |
| Debate | Z*DE | | | | 2,855 |
| Drama | Z*DR | | | | 2,855 |
| Drug & Alcohol Prevention: | Z*DA | | | 1,530 | 1,530 |
| Honor Society | Z*HS | | | 1,530 | |
| Journalism | Z*JO | | | | 2,410 |
| Math Olympiad | Z*MO | | | 1,530 | |
| Music (counts as one optional) | Z*MU | 1,735 | | | |
| Outdoor Education (overnight program) | Z*OE | 1,530 | | | |
| Outdoor Education (field trip program) | Z*ON | 760 | | | |
| Profile | Y*PF | 1,760 | 1,760 | 1,760 | |
| Staff Development | Y*SD | 1,530 | 1,530 | 1,530 | |
| Talent Show/Yearbook | Z*YB | | | 1,530 | 2,405 |

The stipend amounts listed above are for purposes of compensation.

Actual stipends allocated will be provided to interested staff members pursuant to Section 21.4.4.

APPENDIX E - Teacher Evaluation and Professional Growth

Section E.1 Level I Evaluation - Ensuring Competency

Section E.1.1 Purpose

Section E.1.1.1 To develop effective teaching practices that promote student achievement.

Section E.1.1.2 To develop teaching proficiency across four domains:

Planning and preparation
Classroom environment
Instruction
Professional responsibilities

Section E.1.1.3 To help teachers and evaluators use a common language to talk about teaching.

Section E.1.1.4 To provide tools for teachers to effectively plan, teach, reflect on, and apply their teaching skills. This will be aimed at teachers new to the profession and district, as well as teachers in need of assistance.

Section E.1.2 Standards are based on Enhancing Professional Practice: A Framework for Teaching by Charlotte Danielson and provide emphasis and clarity for employees on the Level I strand. The four domains provide the categories for standards. Following an initial observation to assure basic competence in all four domains, the emphasis of evaluation will follow the sequence below. Should performance in any domains fall below the basic level, that/those domain(s) will take priority as the area(s) of emphasis.

Section E.1.3 Goals

Section E.1.3.1 Experienced employees who are new to the district will complete an initial assessment and a determination will be made as to the areas of emphasis.

Section E.1.3.2 The employee will share goals with his/her administrator, then with a support person or team for the purpose of reflection and refinement. Once this process is completed, the employee will share growth goals with his/her administrator for the purpose of further refinement to determine support options or any other changes.

Domain

1. Planning & Preparation
2. Classroom Environment
3. Instruction
4. Professional Responsibilities

Year 1 Emphasis: Domain 2
Year 2 Emphasis: Domains 2, 3
Year 3 Emphasis: Domains 1, 2, 3
Year 4 Emphasis: Domains 1, 2, 3, 4

Section E.1.4 Procedures - The Level I process is a means to support and assist teachers in their professional growth. Working collaboratively with colleagues and his/her administrator, the teacher emphasizes a single domain in the first year, and adds one additional domain in each subsequent year.

The process has a number of steps outlined below:

1. administrator reviews job performance expectations with teachers
2. administrator conducts initial observation to ensure basic level of competence in all four domains by December 1.
3. teacher/administrator hold conference to set plans.

4. support teams created (e.g., mentor, teacher, staff development specialist, critical friends group).
 5. administrator completes at least two formal observations each with a pre- and post-conference with an emphasis on evaluation domain(s) for that year.
 6. support person or teams meet at least quarterly to review progress.
 7. teacher gathers evidence to document professional performance, and does self-assessment.
 8. teacher/administrator hold conference to review evidence and progress.
 9. administrator completes the Ensuring Competency Summary Report by May 15.
- A. forward print copy to personnel, copy to employee and building file

Section E.1.5

LEVEL 1 RESPONSIBILITIES

Section E.1.5.1

Individual

- ☐ Participate in training.
- ☐ Meet with administrator to review evaluation process and job expectations prior to the end of the second week of school.
- ☐ Schedule and hold initial observation by administrator by December 1.
- ☐ Hold conference with administrator to set plans based on the target domain(s) for the school year.
- ☐ Create a support team with at least two other staff members. Commit to meet with the group at least quarterly.
- ☐ Teacher will receive two formal observations, each preceded by a pre-conference and followed by a post-conference. Teacher fills out pre-observation form prior to pre-conference.
- ☐ Gather evidence to document performance.
- ☐ Teacher and administrator hold conference to review progress and Level I Summary Report by May 15.

Section E.1.5.2

Team

- ☐ Establish a team of at least three members-mentor, administrator, grade level.
- ☐ Meet at least quarterly.

Section E.1.5.3

Principal

- ☐ Schedule and participate in training for staff.
- ☐ Review evaluation process and job expectations with staff prior to the end of the second week of school.
- ☐ Conduct initial observation to ensure basic level of competence by December 1.
- ☐ Schedule and hold conference with teacher to set plans based on the target domain(s) for the school year.
- ☐ Complete at least two formal observations each with a pre- and post-conference.
- ☐ Administrator attends and/or receives input of support team meetings.
- ☐ Hold conference with teacher to review evidence and progress by May 15.
- ☐ Complete Level I Summary Report by May 15-forward one copy to personnel, one to building file, and one copy for teacher.

Name _____

School _____

Evaluator _____

Date of Summary Conference _____

Pre-Conference Dates

Observation Dates

Post-Conference Dates

Meeting dates with support team:

Goal(s) (set prior to first observation): _____

DOMAIN 1: PLANNING AND PREPARATION

| Components: | Uns. | Basic | Prof. | Dist. |
|---|------|-------|-------|-------|
| 1a: Demonstrating Knowledge of Content and pedagogy | | | | |
| 1b: Demonstrating Knowledge of Students | | | | |
| 1c: Selecting Instructional Goals | | | | |
| 1d: Demonstrating Knowledge of Resources | | | | |
| 1e: Designing Coherent Instruction | | | | |
| 1f: Assessing Student Learning | | | | |

Evidence and Comments: _____

DOMAIN 2: THE CLASSROOM ENVIRONMENT

| Components: | Uns. | Basic | Prof. | Dist. |
|--|------|-------|-------|-------|
| 2a: Creating an Environment of Respect and Rapport | | | | |
| 2b: Establishing a Culture for Learning | | | | |
| 2c: Managing Classroom Procedures | | | | |
| 2d: Managing Student Behavior | | | | |
| 2e: Organizing Physical Space | | | | |

Evidence and Comments: _____

DOMAIN 3: INSTRUCTION

| Components: | Uns. | Basic | Prof. | Dist. |
|---|------|-------|-------|-------|
| 3a: Communicating Clearly and Accurately | | | | |
| 3b: Using Questioning and Discussion Techniques | | | | |
| 3c: Engaging Students in Learning | | | | |
| 3d: Providing Feedback to Students | | | | |
| 3e: Demonstrating Flexibility and Responsiveness | | | | |

Evidence and Comments: _____

DOMAIN 4: PROFESSIONAL RESPONSIBILITIES

| Components: | Uns. | Basic | Prof. | Dist. |
|--|------|-------|-------|-------|
| 4a: Reflecting on Teaching | | | | |
| 4b: Maintaining Accurate Records | | | | |
| 4c: Communicating with Families | | | | |
| 4d: Contributing to the School and District | | | | |
| 4e: Growing and Developing Professionally | | | | |
| 4f: Showing Professionalism | | | | |

Evidence and Comments: _____

Evaluator's signature

Date

Teacher's signature

Date

(Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, evaluation conference.)

copy: teacher, supervisor, personnel

Section E.2 Level 2 Evaluation – Professional Growth

- Section E.2.1 Purpose - The purposes of the Professional Growth Option are to:
- Section E.2.1.1 Improve student learning
 - Section E.2.1.2 Align instruction with established student learning standards
 - Section E.2.1.3 Make informed decisions to improve professional practice
 - Section E.2.1.4 Develop an ongoing commitment to professional excellence
- Section E.2.2 Goals are formal, written statements detailing teacher activities for the purposes of the Professional Growth Option.
- Section E.2.2.1 Goals are based on and include:
- A. State, district, and building goals
 - B. Self assessment and previous Level II evaluations, so goal setting becomes a process of continuous growth
 - C. Professional research and best practices
- Section E.2.2.2 Goals:
- A. Are attainable
 - B. Are measurable
 - C. Include a reflective component
- Section E.2.2.3 Goal development will be based on at least 2 or more forms of data
For example:
- A. Student assessment (i.e., WASL, classroom tests and activities, Writing Continuum, culminating projects)
 - B. Input from statistically valid community surveys
 - C. Input from parents, students, peers, administrator(s) and/or support staff
 - D. Self-assessment based on the Four Domains
 - E. Student records (e.g. disciplinary referrals, diagnostic records, IEP and 504 plans, identified student needs)
- Section E.2.3 Procedures
- The Level II Professional Growth process is under the primary direction of each teacher, working collaboratively with colleagues and his or her administrator. As part of the process, each teacher conducts a self-assessment, selects goals (with an administrator) for focus, forms a collaborative team, develops a PGP, and implements that plan. The entire process is conducted by each teacher, and results in documentation of professional growth in areas of instruction, classroom environment, professional responsibilities, planning and preparation.
- Section E.2.3.1 Professional Growth Assessment Timeline
- A. Teacher completes self-assessment by November 1; establishes growth goal(s). Teacher and administrator hold conference; determine growth goal(s) and discuss support options.
 - B. Teacher meets with collaborative team to discuss, reflect, and positively revise PGP and submits plan to administrator. Use of existing format and informal team structures is encouraged. (i.e. planning time, departments, grade level teams, other structures)
 - C. Teacher implements growth plan
 1. Meets with collaborative team on an ongoing basis. At least four (4) formal meetings should be scheduled from November 1 through May 1.
 2. Completes personal reflections

3. Collects evidence and documentation

(For example, planning documents, samples of student work, records of communication with families or participation in professional events, videotapes of classroom practice.)

- D. Teacher meets and shares with an administrator documentation of yearly progress toward PGP by June 1. "Level II Summary Report" completed.
- E. Administrator forwards summary report to personnel, teacher and building file.

Section E.2.4 Evidence of progress toward professional goals will/shall include samples from 2 or more of the following:

- A. Documentation of increased student learning (e.g. pre-post test results, writing samples, tape recordings)
- B. Actual student work (e.g. artifacts of growth)
- C. Documentation of preparation (e.g. lesson plans, unit plans, etc.)
- D. Documentation of professional learning (e.g. reading logs, workshop participation, committee participation, academic records, portfolios, college transcripts, conference notes, professional writings, action research)
- E. Variety of logs (See Danielson book pg. 49)
- F. Other documentation (i.e., videotape, parent comments, surveys, data)

Section E.2.5 Every 4th year, by June 1, the teacher will share with the administrator reflection and evidence of proficiency and growth in the areas of instruction, classroom environment, planning and preparation, and professional responsibilities.

Section E.2.6 LEVEL 2 RESPONSIBILITIES

Section E.2.6.1

Individual

- ☐ Complete self-assessment.
- ☐ Establish goals.
- ☐ Select support team.
- ☐ Meet with administrator by November 1 to discuss and submit Professional Growth Plan and Support Plan form.
- ☐ Implementation of Plan (Step 3 of Timeline)
 - Meet with team at least quarterly.
 - Complete self-assessment.
 - Gather evidence and reflections supporting growth plan.
- ☐ Every fourth year, by June 1, complete self-assessment.
- ☐ Every fourth year, by June 1, schedule and hold a Review Conference with administrator to review reflections and evidence of proficiency and growth in all four domains.

Section E.2.6.2

Team

- ☐ Establish a team of at least three members-grade level, content area, or any Lake Washington School District faculty member.
- ☐ Meet at least quarterly.
- ☐ Discuss PGPs-progress, goals, share evidence, planning, support one another.

Section E.2.6.3

Principal

- ☐ Schedule and participate in training for staff.
- ☐ Assist the establishment of team formation and training as needed.
- ☐ Meet with teacher prior to November 1 to discuss goals.
- ☐ Confirm establishment of teams and meeting dates.
- ☐ Assist team members with support-materials, observations, input as needed.

- ❑ Schedule and hold a conference with each teacher prior to June 1 to review progress. Discuss Summary Report.
- ❑ Write Summary Report and forward to personnel and building file, give one copy to teacher.
- ❑ Every fourth year hold a Review Conference with each teacher to review reflections and evidence of proficiency and growth in all four domains.
- ❑ Every fourth year fill out Ensuring Competency Summary Report Form- forward one copy to personnel and building file, give one copy to teacher.

Name_____

School_____

Evaluator_____

Date of Summary Conference_____

Support Team
Members_____

Meeting dates with administrator/support team: _____

Goal: _____

Summary of Progress toward
Goal: _____

Evaluator's signature Date Teacher's signature Date

copy: teacher, supervisor, personnel

APPENDIX F - EVALUATION CRITERION, CLASSROOM TEACHER

The following criteria will be used in the evaluation of classroom teachers:

| | |
|-------------|---|
| Criterion 1 | Instruction Skill |
| Criterion 2 | Classroom Management |
| Criterion 3 | Handling of Student Discipline and Attendant Problems |
| Criterion 4 | Interest in Teaching Pupils |
| Criterion 5 | Effort Toward Improvement When Needed |
| Criterion 6 | Knowledge of Subject Matter |
| Criterion 7 | Professional Preparation and Scholarship |
| | Evaluative Criteria Checklist |
| | Summary Evaluation Report |

Criterion 1 INSTRUCTION SKILL The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in designing and conducting an instructional experience.

| | |
|----------------------|---|
| Section 1.1 | Plans and develops a variety of instructional objectives/ experiences appropriate to learning goals, including those goals and objectives that affect instruction that are established by law, District and building. |
| <u>Section 1.1.1</u> | Identifies the learning needs of students and makes adjustments if necessary. |
| <u>Section 1.1.2</u> | Teaches the curriculum as prescribed by law, District and building. |
| <u>Section 1.1.3</u> | Shows written evidence of advanced planning and organization. |
| Section 1.2 | Implements the planned objectives/experiences. |
| <u>Section 1.2.1</u> | Gives instructions, explanations and assignments clearly. |
| <u>Section 1.2.2</u> | Assists students develop productive and constructive work habits and study skills. |
| <u>Section 1.2.3</u> | Gives assistance when necessary. |

Criterion 2 CLASSROOM MANAGEMENT The certificated classroom teacher demonstrates, in his or her performance, a competent level of knowledge and skill in organizing the physical and human elements in the educational setting.

| | |
|--------------------|--|
| Section 2.1 | Develops classroom procedures in accordance with state law, District and building policies and procedures. |
| Section 2.2 | Organizes the physical setting so that it enhances learning. |
| Section 2.3 | Selects and prepares equipment and materials in advance of experience. |
| Section 2.4 | Exercises care for physical safety and mental health of students. |
| Section 2.5 | Maintains records appropriate to level/subject to indicate student progress. |
| Section 2.6 | Maintains written records as required by law, District and building. |
| Section 2.7 | Organizes individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired. |

Criterion 3 THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS The certificated classroom teacher demonstrates the ability to manage the noninstructional, human dynamics in the educational setting.

| | |
|--------------------|--|
| Section 3.1 | Follows disciplinary procedures as prescribed by state law, District and building policies and regulations, and written building procedures. |
|--------------------|--|

- Section 3.2** Encourages students to develop self-discipline and responsible behavior.
- Section 3.3** Recognizes conditions, develops and implements strategies for preventing discipline problems.
- Section 3.4** Makes known to students clear parameters for pupil conduct.
- Section 3.5** Deals consistently and fairly with student(s).
- Section 3.6** Enlists assistance of counselors, vice principals, principals or other school personnel when needed.

Criterion 4 INTEREST IN TEACHING PUPILS The certificated classroom teacher demonstrates an understanding of a commitment to each pupil, taking into account each individual's unique background and characteristics. The certificated classroom teacher demonstrates enthusiasm for or enjoyment in working with pupils.

- Section 4.1** Develops rapport with students.
- Section 4.2** Recognizes the unique characteristics of each student when designing learning experiences.
- Section 4.3** Guides and directs learning.

Criterion 5 EFFORT TOWARD IMPROVEMENT WHEN NEEDED The certificated classroom teacher demonstrates an awareness of his or her limitations and strengths, and demonstrates continued professional growth.

- Section 5.1** Continuously assesses self and makes effort to improve teaching performance.
- Section 5.2** Acknowledges and carries out reasonable recommendations deriving from periodic and annual personnel evaluations.

Criterion 6 KNOWLEDGE OF SUBJECT MATTER The certificated classroom teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization(s) appropriate to the elementary and/or secondary level(s).

- Section 6.1** Keeps abreast of new developments and ideas.
- Section 6.2** Relates subject matter to general body of knowledge.

Criterion 7 PROFESSIONAL PREPARATION AND SCHOLARSHIP The certificated classroom teacher exhibits, in his or her performance, evidence of having a theoretical background and knowledge of the principles and methods of teaching, and a commitment to education as a profession.

- Section 7.1** Possesses and maintains academic background in teaching strategies, methods and theory.

EVALUATION OF CERTIFICATED TEACHERS

EVALUATIVE CRITERIA CHECKLIST

Pre-observation Conference Date _____ Observation Date _____

Teacher Objective:

| | S | N I | U | COMMENTS |
|--|-------|-------|-------|----------|
| <u>Criterion 1. Instructional Skill</u> | | | | |
| 1.1 Plans instruction | _____ | _____ | _____ | |
| 1.1.1 Identifies the learning needs | _____ | _____ | _____ | |
| 1.1.2 Teaches the curriculum | _____ | _____ | _____ | |
| 1.1.3 Develops plans | _____ | _____ | _____ | |
| 1.2 Implements the planned objectives/experiences | _____ | _____ | _____ | |
| 1.2.1 Gives clear instruction | _____ | _____ | _____ | |
| 1.2.2 Assist student to develop work habits & study skills | _____ | _____ | _____ | |
| 1.2.3 Gives assistance | _____ | _____ | _____ | |
| <u>Criterion 2. Classroom Management</u> | | | | |
| 2.1 Develop classroom procedures | _____ | _____ | _____ | |
| 2.2 Organizes the physical setting | _____ | _____ | _____ | |
| 2.3 Prepares materials | _____ | _____ | _____ | |
| 2.4 Exercises care for physical safety & mental health of students | _____ | _____ | _____ | |
| 2.5 Maintains records appropriate to level/subject | _____ | _____ | _____ | |
| 2.6 Maintains records as required by law, district & building | _____ | _____ | _____ | |
| 2.7 Organizes individual small group or large group learning experiences | _____ | _____ | _____ | |
| <u>Criterion 3. The Handling of Student Discipline and Attendant Problems</u> | | | | |
| 3.1 Follows discipline procedures | _____ | _____ | _____ | |
| 3.2 Encourages self-discipline | _____ | _____ | _____ | |
| 3.3 Recognizes conditions, develops | | | | |

| | | | | |
|---|---|-------|-------|-------|
| | and implements strategies | _____ | _____ | _____ |
| 3.4 | Makes known to student clear parameters for pupil conduct | _____ | _____ | _____ |
| 3.5 | Deals consistently and fairly with student(s) | _____ | _____ | _____ |
| 3.6 | Enlists assistance | _____ | _____ | _____ |
| <u>Criterion 4. Interest in Teaching Pupils</u> | | | | |
| 4.1 | Develops rapport with students | _____ | _____ | _____ |
| 4.2 | Recognizes the unique characteristics of each student | _____ | _____ | _____ |
| 4.3 | Guides learning | _____ | _____ | _____ |
| <u>Criterion 5. Effort Toward Improvement When Needed</u> | | | | |
| 5.1 | Continually assesses self | _____ | _____ | _____ |
| 5.2 | Acknowledges recommendations | _____ | _____ | _____ |
| <u>Criterion 6. Knowledge of Subject Matter</u> | | | | |
| 6.1 | Keeps abreast of new developments & ideas | _____ | _____ | _____ |
| 6.2 | Relates subject matter to general body of knowledge | _____ | _____ | _____ |
| <u>Criterion 7. Professional Preparation and Scholarship</u> | | | | |
| 7.1 | Possesses and maintains academic background | _____ | _____ | _____ |

| | | | |
|---------------------------------|---------------|---|---------------|
| _____ Signature of Evaluator | _____ Date | _____ Signature of Person Being Evaluated | _____ Date |
|---------------------------------|---------------|---|---------------|

(Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrent with, evaluation conference.) Provide a copy of this report to the employee.

S=Satisfactory NI=Needs Improvement U=Unsatisfactory

SUMMARY EVALUATION REPORT

Classroom Teacher

School Year 19 ____ - 20 ____

Type of Evaluation

NAME _____ Annual

SCHOOL _____ Other

ASSIGNMENT _____
(Specify if less than full time)

It is my judgment, based upon adopted criteria, that this teacher's overall performance has been _____ during the evaluation period covered by this report.

(satisfactory or unsatisfactory)

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates as follows:

| Pre-Conference Date | Observation Date | Post-Conference Date |
|------------------------|---------------------|-------------------------|
| ____/____/____ | ____/____/____ | ____/____/____ |
| ____/____/____ | ____/____/____ | ____/____/____ |
| ____/____/____ | ____/____/____ | ____/____/____ |

| CRITERIA (Refer to list of evaluation criteria and indicators) | S | NI | U | STRENGTHS, WEAKNESSES, SUGGESTIONS FOR IMPROVEMENT (COMMENTS) |
|--|---|----|---|---|
|--|---|----|---|---|

| | | | |
|--|------|------|------|
| Instructional Skill | ____ | ____ | ____ |
| Classroom Management | ____ | ____ | ____ |
| The Handling of Student Discipline and Attendant Problems | ____ | ____ | ____ |
| Interest in Teaching Pupils | ____ | ____ | ____ |
| Effort Toward Improvement When Needed | ____ | ____ | ____ |
| Knowledge of Subject Matter | ____ | ____ | ____ |
| Professional Preparation & Scholarship | ____ | ____ | ____ |

Additional Comments:

| | | | |
|-------------------------------|---------------|------------------|---------------|
| _____ Immediate Supervisor | _____ Date | _____ Teacher | _____ Date |
|-------------------------------|---------------|------------------|---------------|

(Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, evaluation conference.) White-Employee; Yellow-Supervisor; Pink-Personnel

S=Satisfactory

NI= Needs Improvement

U=Unsatisfactory

APPENDIX G - EVALUATION CRITERION, CERTIFICATED SUPPORT PERSONNEL

| | |
|-------------|--|
| Criterion 1 | Specialized Skills |
| Criterion 2 | Management of Special and Technical Environment |
| Criterion 3 | Involvement in Assisting Pupils, Parents and Educational Personnel |
| Criterion 4 | Knowledge and Scholarship in Special Fields |
| Criterion 5 | The Support Person as a Professional |
| Criterion 6 | The Handling of Student Discipline and Attendant Problems |
| | Evaluative Criteria Checklist |
| | Summary Evaluation Report |

The following criteria will be used in the evaluation of support personnel:

Criterion 1 SPECIALIZED SKILLS Each certificated support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.

- Section 1.1** Assesses, evaluates and takes appropriate action when dealing with the needs of individual students, taking into account the student's previous knowledge, abilities and integrating known data concerning the student.
- Section 1.2** Establishes goals and objectives consistent with individual student's needs and with statutory law, District/building goals and objectives.
- Section 1.3** Plans a program providing services within the specific discipline and appropriate to the specified goals and objectives.
- Section 1.4** Implements the planned program in accordance with statutes, District/building policy, rules and regulations.
 - Section 1.4.1 Makes effective use of equipment, materials and personnel.
 - Section 1.4.2 Gives instruction, explanations and assignments clearly.
 - Section 1.4.3 Gives assistance when necessary.
 - Section 1.4.4 Assesses achievement of goals and objectives.
 - Section 1.4.5 Uses assessment information to modify program if necessary.
- Section 1.5** Helps others involved with the student(s) interpret and use data appropriately and accurately.
- Section 1.6** Assists teachers and administrators to integrate specialized information into the instructional program.

Criterion 2 MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT Each certificated support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

- Section 2.1** Organizes physical setting to enhance the ability of the student to respond appropriately.
- Section 2.2** Selects or recommends tests, devices, materials, programs and/or equipment appropriate to student needs.
- Section 2.3** Exercises care for physical safety and mental health of students.
- Section 2.4** Maintains written records as required by law, District and building program.

Criterion 3 INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

Each certificated support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

- Section 3.1** Develops rapport with students.
- Section 3.2** Recognizes and utilizes the unique characteristics of each student that facilitates his/her learning.
- Section 3.3** Deals with information and communication in an ethical and legal manner
- Section 3.4** Consults with student, school personnel, parents or other professional sources concerning development, coordination and/or extension of services and programs in accordance with law, District/building policy.
- Section 3.5** Communicates needs of students to school personnel and parents.

Criterion 4 KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELDS Each certificated support person

demonstrates a depth and breadth knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12, and demonstrates the ability to integrate the area of specialty into the total school milieu.

- Section 4.1** Possesses and maintains knowledge, techniques and methods appropriate to the specialized field.
 - Section 4.1.1 Keeps abreast of new developments and ideas.
 - Section 4.1.2 Maintains cooperative relationship between personnel in specialized field and educational personnel.
 - Section 4.1.3 Can provide a theoretical rationale for the use of specialized procedures.
 - Section 4.1.4 Makes appropriate referrals when necessary.
 - Section 4.1.5 Keeps abreast of statutory law as it relates to area of specialization.

Criterion 5 THE SUPPORT PERSON AS A PROFESSIONAL Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.

- Section 5.1** Demonstrates improved preparation/academic background through participation in continuing education, inservice and/or workshops.
- Section 5.2** Acknowledges and carries out reasonable recommendations deriving from periodic and annual personnel evaluations.

Criterion 6 THE HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS The certificated support person demonstrates the ability to manage the non-instructional, human dynamics in the educational setting.

- Section 6.1** Recognizes conditions, develops and implements strategies for preventing disciplinary problems.
- Section 6.2** Makes known to students clear parameters for pupil conduct.
 - Section 6.2.1 Encourages students to develop self-discipline and responsible behavior.
 - Section 6.2.2 Deals consistently and fairly with student(s).
- Section 6.3** Responds to problems when they occur.
 - Section 6.3.1 Utilizes discipline procedures in accordance with law, District and building policies and regulations
 - Section 6.3.2 Enlists assistance of counselors, vice principals, principals or other school personnel when needed.

EVALUATION OF CERTIFICATED SUPPORT PERSONNEL

EVALUATIVE CRITERIA CHECKLIST

Pre-observation Conference Date _____ Observation Date _____

Support Person Objective:

| | S | N I | U | COMMENTS |
|--|-------|-------|-------|----------|
| <u>Criterion 1. Specialized Skills</u> | | | | |
| 1.1 Assesses, evaluates and takes appropriate action | _____ | _____ | _____ | |
| 1.2 Establishes goals and objectives. | _____ | _____ | _____ | |
| 1.3 Plans program | _____ | _____ | _____ | |
| 1.4 Implements the planned program | _____ | _____ | _____ | |
| 1.4.1 Makes effective use of equipment, materials and personnel | _____ | _____ | _____ | |
| 1.4.2 Gives instructions, explanations and assignments clearly | _____ | _____ | _____ | |
| 1.4.3 Gives assistance when necessary | _____ | _____ | _____ | |
| 1.4.4 Assesses achievement of goals and objectives | _____ | _____ | _____ | |
| 1.4.5 Uses assessment information | _____ | _____ | _____ | |
| 1.5 Helps others involved with the student(s) | _____ | _____ | _____ | |
| 1.6 Assists teachers and administrators | _____ | _____ | _____ | |
| <u>Criterion 2. Management of Special & Technical Environment</u> | | | | |
| 2.1 Organizes physical setting | _____ | _____ | _____ | |
| 2.2 Selects or recommends materials | _____ | _____ | _____ | |
| 2.3 Exercises care for physical safety and mental health of students | _____ | _____ | _____ | |
| 2.4 Maintains records | _____ | _____ | _____ | |

**Criterion 3. Involvement in
Assisting Pupils, Parents and
Educational Personnel**

| | | | | |
|-----|--|-------|-------|-------|
| 3.1 | Develops rapport with students | _____ | _____ | _____ |
| 3.2 | Recognizes and utilizes the unique characteristics of each student | _____ | _____ | _____ |
| 3.3 | Deals with information and communications | _____ | _____ | _____ |
| 3.4 | Consults with student, school personnel, parents | _____ | _____ | _____ |
| 3.5 | Communicates needs of students to school personnel and parents | _____ | _____ | _____ |

**Criterion 4. Knowledge and
Scholarship in Special Fields**

| | | | | |
|-------|--|-------|-------|-------|
| 4.1 | Possesses and maintains knowledge, techniques and methods appropriate to the specialized field | _____ | _____ | _____ |
| 4.1.1 | Keeps abreast of new developments & ideas | _____ | _____ | _____ |
| 4.1.2 | Maintains cooperative relationship between personnel | _____ | _____ | _____ |
| 4.1.3 | Provides rationale | _____ | _____ | _____ |
| 4.1.4 | Makes appropriate referrals when necessary | _____ | _____ | _____ |
| 4.1.5 | Keeps abreast of statutory law | _____ | _____ | _____ |

**Criterion 5. The Support
Person as a Professional**

| | | | | |
|-----|---|-------|-------|-------|
| 5.1 | Demonstrates improved preparation/academic background | _____ | _____ | _____ |
| 5.2 | Acknowledges and carries out recommendations | _____ | _____ | _____ |

Criterion 6. The Handling of Student Discipline & Attendant Problems

| | | | | |
|-------|--|-------|-------|-------|
| 6.1 | Recognizes conditions, develops and implements strategies for preventing disciplinary problems | _____ | _____ | _____ |
| 6.2 | Makes known clear parameters for pupil conduct | _____ | _____ | _____ |
| 6.2.1 | Encourages students to develop self-discipline | _____ | _____ | _____ |
| 6.2.2 | Deals consistently and fairly with student(s) | _____ | _____ | _____ |
| 6.3 | Responds to problems when they occur | _____ | _____ | _____ |
| 6.3.1 | Uses discipline | _____ | _____ | _____ |
| 6.3.2 | Enlists assistance | _____ | _____ | _____ |

Signature of Evaluator Date

Signature of Person Being Evaluated Date

(Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrent with, evaluation conference.) Provide a copy of this report to the employee.

S=Satisfactory

NI=Needs Improvement

U=Unsatisfactory

SUMMARY EVALUATION REPORT

Certificated Support Personnel

School Year 19 ____ - 20 ____

Type of Evaluation

NAME _____ Annual _____

SCHOOL _____ Other _____

ASSIGNMENT _____
(Specify if less than full time)

It is my judgment, based upon adopted criteria, that this support personnel's overall performance has been _____ during the evaluation period covered by this report.

(satisfactory or unsatisfactory)

This evaluation is based in whole or in part upon observations for the purpose of evaluation which occurred on the dates as follows:

| Pre-Conference Date | Observation Date | Post-Conference Date |
|------------------------|---------------------|-------------------------|
| ____/____/____ | ____/____/____ | ____/____/____ |
| ____/____/____ | ____/____/____ | ____/____/____ |
| ____/____/____ | ____/____/____ | ____/____/____ |

CRITERIA
(Refer to list of evaluation
criteria and indicators)

STRENGTHS, WEAKNESSES,
SUGGESTIONS FOR
IMPROVEMENT (COMMENTS)

| | S | NI | U |
|---|------|------|------|
| Specialized Skills | ____ | ____ | ____ |
| Management of Special and Technical Environment | ____ | ____ | ____ |
| Involvement in Assisting Pupils, Parents & Educational Personnel | ____ | ____ | ____ |
| Knowledge and Scholarship in Special Fields | ____ | ____ | ____ |
| The Support Person as a Professional | ____ | ____ | ____ |
| The Handling of Student Discipline and Attendant Problems | ____ | ____ | ____ |

Additional Comments:

Immediate Supervisor

Date

Support Person

Date

(Both signatures are required. Signing of this instrument acknowledges participation in, but not necessarily concurrence with, evaluation conference.) White-Employee; Yellow-Supervisor; Pink-Personnel

S=Satisfactory

NI= Needs Improvement

U=Unsatisfactory

APPENDIX H - SUBSTITUTE TEACHER EVALUATION

- Section H.1** Introduction - Substitute teachers will be evaluated during each school year in accordance with the procedures and criteria set forth in this Agreement. Substitute evaluation will be to increase the effectiveness of the educational program, to collect data for the placement of substitute teachers, to gather information that may affect the contractual employment of the substitute teacher, and to determine retention of substitutes on the District substitute list.
- Section H.2** Responsibility for Evaluation - Within each school the principal will be responsible for the direct observation and evaluation of substitutes assigned to that school. A substitute assigned to more than one school may be evaluated by the principal of each school. Any principal may designate other certificated staff members to assist in the observation and evaluation process, provided that such staff members are not members of the bargaining unit represented by the Association. Evaluations will be based upon direct observation by the evaluator. Any additional information used in the evaluation process will be identified by source, event, and time.
- Section H.3** Evaluation Criteria - When evaluations are conducted, they will be in accordance with the criteria set forth in the Evaluation Report Form attached which is hereby made a part of this Agreement.
- Section H.4** Evaluation Requirements
- Section H.4.1 Any substitute teacher covered by this Agreement may request up to a total of two evaluations per year between October 1 and May 1.
- Section H.4.2 The substitute input sheet must be included in and attached to any formal evaluation.
- Section H.5** Evaluation Procedures
- Section H.5.1 Any substitute teacher may be evaluated at any time by the building principal.
- Section H.5.2 A substitute who is evaluated will receive a copy of the evaluation from the evaluator or within ten (10) school days.
- Section H.5.3 A copy of any substitute evaluation will be sent to the Administrator of Personnel Services within twenty (20) school days following the evaluation.
- Section H.5.4 Within ten (10) school days after the substitute's receipt of an unsatisfactory evaluation and upon written request of the substitute, a conference will be held between the evaluator and the substitute. The evaluator will discuss those deficiencies indicated on the evaluation form and any recommendations to be made.
- Section H.5.5 At the completion of the conference, the evaluator will forward to the Administrator of Personnel Services a report of the conference.
- Section H.5.6 If a substitute teacher receives more than one unsatisfactory evaluation during the school year an improvement conference will be set with the Administrator of Personnel Services or designee. The evaluator(s) will be present at the conference and the substitute teacher may request an Association representative to be present. The Administrator of Personnel Services will recommend whether or not the substitute should continue to be assigned as a substitute based on the evaluation and conference. If the Administrator of Personnel Services decides to remove this substitute from the substitute list, he/she will set forth, in writing, the specific reasons for this decision, based on the evaluation criteria. The substitute and the Association will receive a copy.

**LAKE WASHINGTON SCHOOL DISTRICT #414
SUBSTITUTE TEACHER EVALUATION FORM**

NAME OF SUBSTITUTE _____ DATE _____

SCHOOL _____ GRD/SUBJ. _____ DATE(S) _____

SUBSTITUTE IS RATED : /___/ SATISFACTORY /___/ UNSATISFACTORY

CRITERIA FOR EVALUATION:

| | YES | NO | N/A | COMMENTS: |
|---|-------|-------|-------|-----------|
| 1. FOLLOWED LESSON PLANS & TEACHER INSTRUCTIONS | /___/ | /___/ | /___/ | |
| 2. PRESENTED SUBJECT MATTER CLEARLY & CONCISELY | /___/ | /___/ | /___/ | |
| 3. IMPROVISED LESSONS IN ABSENCE OF FORMAL LESSON PLANS | /___/ | /___/ | /___/ | |
| 4. GAVE CLEAR INSTRUCTIONS & CHECKED FOR STUDENT UNDERSTANDING | /___/ | /___/ | /___/ | |
| 5. ASSUMED RESPONSIBILITY FOR DUTIES & TIME SCHEDULE ASSIGNED BY REGULAR TEACHER, INCLUDING CORRECTING PAPERS, IF APPLICABLE. | /___/ | /___/ | /___/ | |
| 6. IS CONSCIENTIOUS ABOUT EQUIPMENT, INSTRUCTIONAL MATERIALS, ROOM CONDITIONS & WRITTEN REPORTS AND ASSIGNMENTS | /___/ | /___/ | /___/ | |
| 7. MAINTAINS EFFECTIVE CLASS-ROOM CONTROL. | /___/ | /___/ | /___/ | |

NAME OF SUB _____ IS /___/ IS NOT /___/ RECOMMENDED TO

BE PLACED AT _____ REASON FOR RECOMMENDATION:

| | | |
|---------------|--------------------------------|---------------------------------|
| _____ DATE | _____ PRINCIPAL'S SIGNATURE | _____ SUBSTITUTE'S SIGNATURE |
|---------------|--------------------------------|---------------------------------|

SUBSTITUTE INPUT
TO BE FILLED OUT BY THE SUBSTITUTE TEACHER

 S U N/A

COMMENTS:

1. WERE ALL MATERIALS, KEYS,
INFORMATION, ETC. PROVIDED
BY OFFICE? / / / /
2. WAS THE BUILDING ADMINISTRATOR
& STAFF SUPPORTIVE AT THIS
SCHOOL? / / / /
3. WERE YOU ABLE TO FOLLOW
THROUGH COMPLETELY ON THE
LESSON PLANS & INSTRUCTIONS
OF THE TEACHER? / / / /
4. DID YOU HAVE ANY SERIOUS
DISCIPLINE PROBLEMS? IF YES,
DESCRIBE BRIEFLY. / / / /
5. DID YOU HAVE ANY CHILDREN
ESPECIALLY GOOD? IF YES,
DESCRIBE BRIEFLY. / / / /
6. ON THIS DATE, WERE YOU
SUBSTITUTING IN YOUR AREA
OF CERTIFICATION & SUBJECT
MATTER? / / / /

APPENDIX I - CALENDARS

LAKE WASHINGTON SCHOOL DISTRICT # 414 2002-2003 Calendar

AUGUST

| S | M | T | W | Th | F | S |
|----|----|-----|-----|-----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27★ | 28★ | 29★ | 30 | 31 |

SEPTEMBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

OCTOBER

| S | M | T | W | Th | F | S |
|----|----|----|----|-----|-----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9★ | 10★ | 11★ | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

NOVEMBER

| S | M | T | W | Th | F | S |
|----|-----|-----|----|----|-----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7★ | 8 | 9 |
| 10 | 11 | 12★ | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22★ | 23 |
| 24 | 25★ | 26★ | 27 | 28 | 29 | 30 |

DECEMBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

JANUARY

| S | M | T | W | Th | F | S |
|----|----|----|----|-----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30★ | 31 | |

FEBRUARY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4★ | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | |

MARCH

| S | M | T | W | Th | F | S |
|----|-----|-----|-----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19★ | 20 | 21 | 22 |
| 23 | 24★ | 25★ | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

APRIL

| S | M | T | W | Th | F | S |
|----|----|-----|----|----|-----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11★ | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22★ | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

MAY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

JUNE

| S | M | T | W | Th | F | S |
|----|----|-----|----|-----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19★ | 20 | 21 |
| 22 | 23 | 24★ | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

JULY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

Important Dates

| | |
|----------------|---|
| Aug. 27-29 | Professional Development |
| Sept. 2 | No school – Labor Day |
| Sept. 3 | First day of school |
| Sept. 18 | No school – Professional Development & Academic Enhancement |
| Oct. 3 | Half-Day – Academic Enhancement |
| Oct. 9-11 | Optional Goal Setting Conferences K-6 Half-Day Elementary |
| Oct. 30 | No school – Professional Development & Academic Enhancement |
| Nov. 7 | Last Day of First Quarter |
| Nov. 8 | No school – K-12 Grade Day |
| Nov. 11 | No school – Veterans' Day |
| Nov. 12 | K-12 Grades Due |
| Nov. 22, 25-26 | Conferences K-6 - Half-Day Elementary |
| Nov. 27 | Half-Day – Academic Enhancement |

| | |
|----------------|---|
| Nov. 28-29 | No school – Thanksgiving Vacation |
| Dec. 5 | Half-Day – Professional Development |
| Dec. 23-Jan. 3 | No school – Winter Break |
| Jan. 9 | Half-Day – Academic Enhancement |
| Jan. 20 | No school – Martin Luther King Jr. |
| Jan. 30 | Last Day of Second Quarter - First Semester ends |
| Jan. 31 | No school - K-6 Professional Development & Academic Enhancement, 7-12 Grade Day |
| Feb. 4 | 7-12 Grades Due |
| Feb. 6 | Half-Day – Academic Enhancement |
| Feb. 17 | No school – Presidents' Day |
| Feb. 17-21 | No school – Mid-Winter Break |
| March 6 | Half-Day – Professional Development |
| March 17 | No school - K-6 Grade Day 7-12 Professional Development & Academic Enhancement |

| | |
|-------------|---|
| March 19 | K-6 Grades Due |
| March 24-25 | Optional Conferences K-6 - Half-Day Elem |
| April 3 | Half-Day – Professional Development |
| April 11 | Last day of Third Quarter |
| April 14-18 | No school – Spring Break |
| April 22 | 7-12 Grades Due |
| May 7 | No school – Professional Development & Academic Enhancement |
| May 26 | No school – Memorial Day |
| June 5 | Half-Day – Professional Development |
| June 19 | K-6 Grades Due |
| June 24 | Half-Day – Last Day of School 7-12 Grades Due |

Key

| | |
|---|-------------------------------|
| ★ | Check Important Dates section |
| ■ | No School |
| □ | Half Day |
| □ | First/Last Day |

LAKE WASHINGTON SCHOOL DISTRICT # 414

2003-2004 Calendar

AUGUST

| S | M | T | W | Th | F | S |
|----|----|-----|-----|-----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26★ | 27★ | 28★ | 29 | 30 |
| 31 | | | | | | |

SEPTEMBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

OCTOBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|-----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8★ | 9★ | 10★ | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

NOVEMBER

| S | M | T | W | Th | F | S |
|----|-----|-----|-----|----|-----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6★ | 7 | 8 |
| 9 | 10 | 11 | 12★ | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21★ | 22 |
| 23 | 24★ | 25★ | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

DECEMBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

JANUARY

| S | M | T | W | Th | F | S |
|----|----|----|----|-----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29★ | 30 | 31 |

FEBRUARY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3★ | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | | | | | | |

MARCH

| S | M | T | W | Th | F | S |
|----|-----|-----|-----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24★ | 25 | 26 | 27 |
| 28 | 29★ | 30★ | 31 | | | |

APRIL

| S | M | T | W | Th | F | S |
|----|----|-----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9★ | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20★ | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

MAY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

JUNE

| S | M | T | W | Th | F | S |
|----|----|-----|----|-----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17★ | 18 | 19 |
| 20 | 21 | 22★ | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

JULY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

Important Dates

| | |
|---------------|--|
| Aug. 26-28 | Professional Development |
| Sept. 1 | No school – Labor Day |
| Sept. 2 | First day of school |
| Sept. 17 | No school – Professional Development & Academic Enhancement |
| Oct. 2 | Half-Day – Academic Enhancement |
| Oct. 8-10 | Optional Goal Setting Conferences K-6 Half-Day Elementary |
| Oct. 29 | No school – Professional Development & Academic Enhancement |
| Nov. 6 | Last Day of First Quarter |
| Nov. 10 | No school – K-12 Grade Day |
| Nov. 11 | No school – Veterans' Day |
| Nov. 12 | K-12 Grades Due |
| Nov. 21,24-25 | Conferences K-6 - Half-Day Elementary |
| Nov. 26 | Half-Day – Academic Enhancement |

| | |
|----------------|---|
| Nov. 27-28 | No school – Thanksgiving Vacation |
| Dec. 4 | Half-Day – Professional Development |
| Dec. 22-Jan. 2 | No school – Winter Break |
| Jan. 8 | Half-Day – Academic Enhancement |
| Jan. 19 | No school – Martin Luther King Jr. |
| Jan. 29 | Last Day of Second Quarter - First Semester Ends |
| Jan. 30 | No school - K-6 Professional Development & Academic Enhancement, 7-12 Grade Day |
| Feb. 3 | 7-12 Grades Due |
| Feb. 5 | Half-Day – Academic Enhancement |
| Feb. 16 | No school – Presidents' Day |
| Feb. 16-20 | No school – Mid-Winter Break |
| March 4 | Half-Day – Professional Development |
| March 22 | No school - K-6 Grade Day 7-12 Professional Development & Academic Enhancement |

| | |
|-------------|---|
| March 24 | K-6 Grades Due |
| March 29-30 | Optional Conferences K-6 - Half-Day Elem |
| April 1 | Half-Day – Professional Development |
| April 9 | Last day of Third Quarter |
| April 12-16 | No school – Spring Break |
| April 20 | 7-12 Grades Due |
| May 5 | No school – Professional Development & Academic Enhancement |
| May 31 | No school – Memorial Day |
| June 3 | Half-Day – Professional Development |
| June 17 | K-6 Grades Due |
| June 22 | Half-Day – Last Day of School 7-12 Grades Due |

Key

| | |
|---|-------------------------------|
| ★ | Check Important Dates section |
| ■ | No School |
| □ | Half Day |
| □ | First/Last Day |

LAKE WASHINGTON SCHOOL DISTRICT # 414

2004-2005 Calendar

AUGUST

| S | M | T | W | Th | F | S |
|----|----|-----|-----|-----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24★ | 25★ | 26★ | 27 | 28 |
| 29 | 30 | 31 | | | | |

SEPTEMBER

| S | M | T | W | Th | F | S |
|----|----|----|-----|-----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29★ | 30★ | | |

OCTOBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1★ | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

NOVEMBER

| S | M | T | W | Th | F | S |
|----|-----|-----|----|----|-----|----|
| | 1 | 2 | 3 | 4★ | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12★ | 13 |
| 14 | 15 | 16★ | 17 | 18 | 19★ | 20 |
| 21 | 22★ | 23★ | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

DECEMBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

JANUARY

| S | M | T | W | Th | F | S |
|----|----|----|----|-----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27★ | 28 | 29 |
| 30 | 31 | | | | | |

FEBRUARY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | 1★ | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

MARCH

| S | M | T | W | Th | F | S |
|----|-----|-----|-----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23★ | 24 | 25 | 26 |
| 27 | 28★ | 29★ | 30 | 31 | | |

APRIL

| S | M | T | W | Th | F | S |
|----|----|-----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8★ | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19★ | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

MAY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

JUNE

| S | M | T | W | Th | F | S |
|----|-----|-----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13★ | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21★ | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

JULY

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

Important Dates

| | |
|----------------|---|
| Aug. 24-26 | Professional Development |
| August 30 | First day of school |
| Sept. 6 | No school – Labor Day |
| Sept. 15 | No school – Professional Development & Academic Enhancement |
| Sept. 29-Oct 1 | Optional Goal Setting Conferences K-6 Half-Day Elementary |
| Oct. 7 | Half-Day – Academic Enhancement |
| Oct. 27 | No school – Professional Development & Academic Enhancement |
| Nov. 4 | Last Day of First Quarter |
| Nov. 11 | No school – Veterans' Day |
| Nov. 12 | No school – K-12 Grade Day |
| Nov. 16 | Grades Due – K-12 |
| Nov. 19,22-23 | Conferences K-6 - Half-Day Elementary |

| | |
|------------|---|
| Nov. 24 | Half-Day – Academic Enhancement |
| Nov. 25-26 | No school – Thanksgiving Vacation |
| Dec. 2 | Half-Day – Professional Development |
| Dec. 20-31 | No school – Winter Break |
| Jan. 6 | Half-Day – Academic Enhancement |
| Jan. 17 | No school – Martin Luther King Jr. |
| Jan. 27 | Last Day of Second Quarter - First Semester ends |
| Jan. 28 | No school - K-6 Professional Development & Academic Enhancement, 7-12 Grade Day |
| Feb. 1 | 7-12 Grades Due |
| Feb. 3 | Half-Day – Academic Enhancement |
| Feb. 21 | No school – President's Day |
| Feb. 21-25 | No school – Mid-Winter Break |
| March 3 | Half-Day – Professional Development |
| March 21 | No school - K-6 Grade Day 7-12 Professional Development & Academic Enhancement |

| | |
|-------------|---|
| March 23 | K-6 Grades Due |
| March 28-29 | Optional Conferences K-6 - Half-Day Elem |
| April 7 | Half-Day – Academic Enhancement |
| April 8 | Last day of Third Quarter |
| April 11-15 | No school – Spring Break |
| April 19 | 7-12 Grades Due |
| May 4 | No school – Professional Development & Academic Enhancement |
| May 30 | No school – Memorial Day |
| June 2 | Half-Day – Professional Development |
| June 13 | K-6 Grades Due |
| June 21 | Half-Day – Last Day of School 7-12 Grades Due |

Key

| | |
|---|-------------------------------|
| ★ | Check Important Dates section |
| ■ | No School |
| □ | Half Day |
| □ | First/Last Day |

LAKE WASHINGTON SCHOOL DISTRICT # 414

2005-2006 Calendar

AUGUST

| S | M | T | W | Th | F | S |
|----|----|-----|-----|-----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23★ | 24★ | 25★ | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

SEPTEMBER

| S | M | T | W | Th | F | S |
|----|----|----|-----|-----|-----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28★ | 29★ | 30★ | |

OCTOBER

| S | M | T | W | Th | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

NOVEMBER

| S | M | T | W | Th | F | S |
|----|-----|-----|----|----|-----|----|
| | | 1 | 2 | 3★ | 4 | 5 |
| 6 | 7 | 8★ | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18★ | 19 |
| 20 | 21★ | 22★ | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

DECEMBER

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MARCH

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Important Dates

| | |
|----------------|---|
| Aug. 23-25 | Professional Development |
| Aug. 29 | First day of school |
| Sept. 5 | No school – Labor Day |
| Sept. 21 | No school – Professional Development & Academic Enhancement |
| Sept. 28-30 | Optional Goal Setting Conferences K-6 Half-Day Elementary |
| Oct. 6 | Half-Day – Academic Enhancement |
| Oct. 26 | No school – Professional Development & Academic Enhancement |
| Nov. 3 | Last Day of First Quarter |
| Nov. 4 | No school – K-12 Grade Day |
| Nov. 8 | K-12 Grades Due |
| Nov. 11 | No school – Veterans' Day |
| Nov. 18, 21-22 | Conferences K-6 - Half-Day Elementary |
| Nov. 23 | Half-Day – Academic Enhancement |

| | |
|------------|---|
| Nov. 24-25 | No school – Thanksgiving Vacation |
| Dec. 1 | Half-Day – Professional Development |
| Dec. 19-30 | No school – Winter Break |
| Jan. 2 | No school – New Year's Holiday |
| Jan. 5 | Half-Day – Academic Enhancement |
| Jan. 16 | No school – Martin Luther King Jr. |
| Jan. 26 | Last Day of Second Quarter - First Semester Ends |
| Jan. 27 | No school - K-6 Professional Development & Academic Enhancement, 7-12 Grade Day |
| Jan. 31 | 7-12 Grades Due |
| Feb. 2 | Half-Day – Academic Enhancement |
| Feb. 20 | No school – President's Day |
| Feb. 20-24 | No school – Mid-Winter Break |
| March 2 | Half-Day – Professional Development |
| March 20 | No school - K-6 Grade Day |
| | 7-12 Professional Development & Academic Enhancement |

| | |
|-------------|---|
| March 22 | K-6 Grades Due |
| March 27-28 | Optional Conferences K-6 - Half-Day Elem |
| April 6 | Half-Day – Professional Development |
| April 7 | Last day of Third Quarter |
| April 10-14 | No school – Spring Break |
| April 18 | 7-12 Grades Due |
| May 3 | No school – Professional Development & Academic Enhancement |
| May 29 | No school – Memorial Day |
| June 1 | Half-Day – Professional Development |
| June 15 | K-6 Grades Due |
| June 21 | Half-Day – Last Day of School |
| | 7-12 Grades Due |

Key

| | |
|---|-------------------------------|
| ★ | Check Important Dates section |
| ■ | No School |
| □ | Half Day |
| □ | First/Last Day |

APPENDIX J – LETTER OF UNDERSTANDING – DISTRICT COMPUTERS

LETTER OF UNDERSTANDING
BETWEEN
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
AND
LAKE WASHINGTON EDUCATION ASSOCIATION

As the District deploys its new computers in 2002, teachers employed during the 2001-2002 school year, will have the option of earning the 1997-98 staff computers and installed software as part of their compensation package. Teachers choosing to earn their current computer will be required to transfer any of their current computer files on non-district time. Since the computer is part of their compensation package, the teachers will be required to pay applicable taxes on the value of \$300. Teachers not choosing this option will be permitted to use District time to transfer their computer files.

APPENDIX K – LETTER OF UNDERSTANDING – RUNNING START FUNDS

LETTER OF UNDERSTANDING
BETWEEN
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
AND
LAKE WASHINGTON EDUCATION ASSOCIATION

The Association and the District recognize the work of secondary counselors in regards to counseling students/families who are interested and take part in the Running Start program. The allowable percentage of Running Start funds allocated by the state and retained by the District will be given to each high school building based on the number of students enrolled in the program. The funds will be distributed based on enrollment in November, February, and May. The counselors and administration within each building will determine the use of these funds in supporting the counseling center.

APPENDIX L - Shared Leave

The Superintendent or designee shall determine the amount of shared leave a leave recipient may receive and may authorize an employee to use up to a maximum of 261 days of shared leave during total state employment. All forms of paid leave available for use by the recipient must be used prior to using shared leave.

An employee shall be eligible to receive shared leave if the employee suffers from, or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

Section L.1 Eligibility

The employee shall be eligible to receive shared leave under the following conditions:

- Section L.1.1 The employee's job is one in which annual and/or sick leave can be used and accrued.
- Section L.1.2 The employee is not eligible for time loss compensation under Labor and Industries Chapter 51.32 RCW.
- Section L.1.3 The employee has abided by district policies regarding the use of sick leave.
- Section L.1.4 The employee has exhausted, or will exhaust, his or her annual leave and/or sick leave.
- Section L.1.5 The employee's absence and the use of shared leave are justified.

Section L.2 Donations

An employee may donate sick leave using the following criteria:

- Section L.2.1 The employee must have accrued more than sixty (60) days of sick leave.
- Section L.2.2 Employees may not donate more than six (6) days of sick leave during any twelve-month period.
- Section L.2.3 Employees may not donate an amount of sick leave that will result in his or her sick leave account going below sixty (60) days.
- Section L.2.4 All donated sick leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick leave.
- Section L.2.5 Donation of days will not affect sick leave buy-back unless the donator's total available days are between 60 and 72.

Section L.3 Documentation

(WAC 392-126-095) The district shall require the employee or his or her legal representative to submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.

Section L.4 Calculation Of Shared Leave Benefit – Pro-ration

The leave recipient shall be paid his or her regular rate of pay; therefore, one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary. The dollar value of the leave shall be converted from the donor to the recipient. The leave received shall be coded as shared leave and shall be maintained separately from all other leave balances. In the event that there is unused shared leave it shall be returned to leave donors, on a prorated basis.

Section L.5 Implementation

If possible an employee, or his/her representative, determining that he/she will need to take advantage of this program, will notify the Personnel Office five (5) working days prior to exhausting his/her leave. Upon approval, donations will then be requested from other employees and submitted to the Personnel Office.

Section L.6 Procedures For Shared Leave

- Section L.6.1 Recipient and donor and/or recipient's supervisor will complete the district form on leave sharing and submit it to the Personnel Office.
- Section L.6.2 Shared leave will become effective on the date the shared leave form is accepted in the Personnel Department. Retroactive application of shared leave will be on a case-by-case basis.
- Section L.6.3 Donated hours will be deducted from donor's disability leave balance.
- Section L.6.4 Recipient must use accumulated donated hours on consecutive work days. Exceptions may be made for long-term illness on a case-by-case basis.
- Section L.6.5 Transfer of shared leave hours to recipient will correspond with the normal payroll period.
- Section L.6.6 The shared leave form must be completed in full before an effective date will be issued.

APPENDIX M Prorating of Insurance Benefits

- Section M.1** Beginning May 19, 1981, members of the Association who take leaves of absences for the remainder of the school year shall receive prorated insurance benefits. Such benefits shall be calculated according to the following procedures:
- The number of days actually served plus paid sick leave days will be divided by the number of contracted days to determine the employee's entitlements for insurance purposes for the remainder of the contract.
- Example: $167/184 = 91\%$
- An employee going off salary in May and receiving \$110 per month in insurance would be entitled to:
- $\$110 \times 4 \text{ months (May through August)} \times 91\% = \400.40
- $\$400.40 \div 4 \text{ months} = \100.10 monthly contribution on insurance. The difference of \$9.90 per month would be deducted from the employee's warrant if the employee wanted to maintain coverage through the balance of the year.
- If an employee's medical premium is more than \$110 per month, the District will still use the \$110 figure. For employees whose medical benefit is less than \$110 per month, the actual benefit amount will be used to calculate their entitlements.
- The District agrees to provide these prorated benefits for employees who are entering a leave in May 1981 and who will not return prior to end of school year. In future years we will apply this process at any time during the employment year when a person enters a Board of Directors' approved leave.
- It is further understood the figure of \$110 will change according to each year's contract which speaks to District's contribution on insurance.
- Section M.2 Insurance Benefits While on District Approved Leaves of Absence**
- The following procedures have been drafted for compliance with the letter of understanding agreed to by the District and the Association regarding the pro-ration of benefits for employees who are on an official leave of absence.
- Section M.2.1 Full and Prorated Benefits**
- Section M.2.1.1** Employees shall receive full benefits when they are eligible to be receiving payment from the District, either for sick leave accrual or actual days worked.
- Section M.2.1.2** Employees shall receive prorated benefits during the months that they are on a non-paid leave status. That is when they are not working and do not have sick leave to be used in their absence.
- Section M.2.2** Calculation of prorated benefits shall be as follows:
- Section M.2.2.1** Days paid (sick leave + days worked) - employees base work days/hours = % of benefits.
- i.e., $41 \text{ days paid} - 184 = 22\%$
or $457 \text{ hours paid} - 2080 = 22\%$
- Section M.2.2.2** This % will then be multiplied by the employees actual benefit amount (up to the maximum state allocated contribution for that employee)
- i.e., actual benefit amount \$25.50 dental = \$2.80 life + \$42.15 medical = \$70.45
- $\$70.45 \times 22\% = \15.50 monthly contribution to benefits.
- Section M.3 Eligibility on Benefits**
- During the months an employee is on prorated benefits, the following criteria will apply:
- Section M.3.1** Life Insurance - If an employee is not actively working they will not be eligible for life insurance as per the contract with Commercial Life Insurance Company.

- Section M.3.2 Dental Insurance - If an employee's prorated contract is for less than half time, such employee will not be eligible for dental insurance in accordance with the contract between the District and Washington Dental Service.
- Full dental benefits will be paid on employees who are eligible to receive full benefits as under Section N.2.1.1 regardless of time served.
- Section M.3.3 Other Benefits - Eligibility determined as per the specific insurance agreement.
- Section M.3.4 Monthly state and district contributions to benefits will be applied first to dental, life and disability (if eligible) and the remainder to medical.

Section M.4 Salary Calculation

Employees who request unpaid leaves of absence shall have their salary prorated over the entire year, in addition to their benefits. The employees total amount due for the year would be divided by 12 equal payments (or the remaining number of payments for employees going off mid-year). This would be true with the following exceptions:

- Section M.4.1 An employee begins the year on temporary disability thereby using accrued sick leave. After sick leave elapses, employee applies for personal/maternity, etc. leave (unpaid status) for a period of time with the intent of returning to work later in that school year. In this case the salary calculation will be as follows:

| | |
|---------------------|----------------------|
| Sick Leave Days | Actual Work Days |
| <u>X Daily Rate</u> | <u>X Daily Rate</u> |
| Amount due from S/L | Amount due from work |

The amount owed to the employee from sick leave will be divided by the months that the employee will not be working. When the employee returns to work, the amount owed the employee for actual days served will be divided by the remaining payments.

- Section M.4.2 An employee who is on an unpaid leave at the beginning of the year and who plans to return to work later in the year shall receive no salary for the months when on an unpaid leave status. In addition this employee would not receive prorated benefits for the months on unpaid leave as this would be an advancement of benefits not yet earned.

APPENDIX N - Transfer of Specialists

- Section N.1** The specialists requesting transfer must have the appropriate experience, training, and certification for the position to which they wish to transfer. "Appropriate" shall be determined by the District and the District's decision shall not be subject to the grievance procedure.
- Section N.2** The specialist must have served at least three (3) years in the position for which he or she was originally hired.
- Section N.3** The specialist's annual evaluations for the past two (2) years must have been satisfactory.
- Section N.4** The District will consider the possible effect on the program of the specialist's transfer, and should the District determine that such transfer would be injurious to the program, the request will be denied. Such decisions by the District shall not be grievable under the contract.
- Section N.5** The District will make every effort to determine which specialists, if any, will be placed on the transfer list by April 15 each year.
- Section N.6** Certain special district-wide programs are treated as departments, and the program director may assign or reassign personnel as s/he may determine is most beneficial to the program. (i.e.: Special Services, Quest, music, and Chapter I.)
- Section N.7** Special Education teachers meeting all of the above provisions, who have requested transfer to regular education positions for three (3) consecutive years and whose requests have been denied, shall be placed on the transfer list.

APPENDIX O – Building Process for Teacher Selection

For up to ten (10) positions each year a building process may be used for teacher assignment. See Section 24.2.6.

Section O.1 The building principal, with input from the affected staff, will develop a proposal describing the position, qualifications and reasons desired for requesting the use of this process. The proposal will be submitted to a committee composed of the supervisor of the elementary and secondary levels and the Director of Personnel. The committee will select up to ten (10) positions (five (5) elementary, five (5) secondary) open to the building selection process.

Section O.2 The Personnel Department will announce all positions and timelines to all teaching staff.

Section O.3 Candidates will indicate interest, in writing, to the building principal. The candidate will be selected using a predetermined building process.

Section O.4 The candidate offered the position:

Section O.4.1 must respond to the offer within two (2) working days

Section O.4.2 will maintain his/her building seniority if the position is accepted

Section O.5 If the candidate is also on the transfer list (Section 24.2.4) the building process position may be declined without impacting his/her place on the transfer list.

APPENDIX P – Involuntary Transfer/Over-Staffing Process

Should it be determined that an over-staffing situation exists in a building, the following steps will be followed:

- Section P.1** The building principal will notify the staff that an overstaffing of “X” number of positions exists in the building.
- Section P.1.1 Staff will be divided into the following categories for over-staffing:
- Section P.1.1.1 K-6 teachers
- Section P.1.1.2 Special Education teachers
- Section P.1.1.3 Specialists in their own categories (librarian, music, PE, etc.)
- Section P.2** The principal will then ask for volunteers to transfer to other locations within the district. (If there are more volunteers than needed, Section 24.2.4.H applies.)
- Section P.2.1 Volunteers will be given choices, if possible, of open positions within the district.
- Section P.2.2 Volunteers will take all their building seniority with them to the new location.
- Section P.2.3 Volunteers will each be given five (5) days paid at their per diem rate to make the transition to the new location.
- Section P.3** Should there be no volunteers, the persons with the least district seniority will be transferred to a new location within the district. District seniority is determined by their contractual start date, not the date they received, signed or returned their letter of intent or verbally committed to their contract.
- Section P.4** If there is a tie on district seniority, the person with the least building seniority will be transferred.
- Section P.5** If there is a tie on district and building seniority, the person who is lower on the educational lane of the salary schedule will be transferred.
- Section P.6** If there is a tie on district and building seniority and educational lane, the person who has the least amount of overall experience will be transferred.
- Section P.7** If there is a tie on district and building seniority, educational lane and overall experience, the person to be transferred shall be determined by lottery.
- Section P.8** Involuntary transfers will be given choices, if possible, of open positions within the district. They will take all of their building seniority with them to their new location, and will be given five (5) days at their per diem rate to make the transition to the new assignment.
- Section P.9** Individuals who have placed their name on the voluntary transfer list by April 15 are eligible to accept voluntary transfers to another location at a later date, if offered, even though they had already been involuntarily transferred.

APPENDIX Q – Job Share

- Section Q.1** Job sharing is voluntary on the part of participants.
- Section Q.2** The building principal must approve job sharing for it to occur in his/her building, except where involuntary transfer occurs. If a principal denies a request, s/he will explain the reasons to the teacher(s) in person and, upon request, in writing.
- Section Q.3** The Deputy Superintendent or designee shall make the final decision on who shall job share.
- Section Q.4** Should job share participants wish to continue for the next school year, they shall request an extension of their half-time leave and they will be given first consideration for continuation in job share for the following year. Should any participant desire to return to full-time, or if job share is discontinued, the employee will not necessarily be assigned to the identical position occupied before the leave, but will be assigned to a position of equivalent nature.
- Section Q.5** Job share shall be for Grades 1 through 12. Because of difficulties of projecting enrollment and staffing needs, kindergarten will be dealt with on a case-by-case basis. The principal will make final decisions on job sharing.
- Section Q.6** Should an involuntary transfer be necessary, seniority for both job share participants at any location shall be determined by the district seniority of the most senior participant.
- Section Q.7** Should a job share participant resign or take a leave of absence prior to or during the school year, the job share situation will be handled as follows:
- Section Q.7.1 Offer full-time employment to remaining job share person.
 - Section Q.7.2 Seek compatible replacement, with remaining partner working full-time until replacement is found.
- Section Q.8** Job share participants will qualify for salary advancements, experience credits, sick leave, and other benefits as would any .5 certificated employee. An explanation of how these benefits apply to half-time positions will be made available to each participant by the payroll office.
- Section Q.9** Job share positions will not be eligible under the voluntary transfer section of the contract.
- Section Q.10** Applications for job share must contain provisions which include:
- Section Q.10.1 Teacher compatibility in such areas as:
 - personal traits
 - educational philosophy
 - areas of effectiveness
 - experience
 - discipline expectations
 - Section Q.10.2 Division of teaching tasks. Who will teach what?
 - Section Q.10.3 How the following items will be covered:
 - faculty meetings
 - parent conferences
 - parties
 - field trips
 - student assessment
 - staff development
 - in-service

- open house
- curriculum nights
- parent/student orientation
- first day of school
- last day of school
- room participation/closure
- parent/teacher conferences

Section Q.10.4 Agreement on an acceptable division of time; i.e. a.m., p.m., 2.5 days each person, etc.

Section Q.10.5 Basic ground rules on discipline.

Section Q.10.6 A communication system:

- between selves
- with principal
- with parents
- with other teachers and staff
- communication with parents regarding the share plan

Section Q.10.7 How sharing will be evaluated, i.e. self, parents, principal, students, other.

Section Q.11 Dissolving a Job Share

Section Q.11.1 If a job share is dissolved, the individual who held a position in that building prior to the formation of the job share (the "owner") retains the right to that position after the dissolution of the job share. The job share partner who gave up another full-time position to join the job share (the "visitor") will be placed as though returning from a leave of absence, but will also retain the right to request a transfer unless a vacancy exists in the current location. If no vacancy exists, the individual may list his/her current location on his/her transfer request list.

(Both partners in the job share retain all building seniority accrued prior to the formation of the job share and continue to accrue additional building seniority during the job share. This total accrued seniority may be used in the transfer process.)

Section Q.11.2 If only one of the job share partners wishes to dissolve the job share, the remaining job share partner may seek a different teacher-partner at the current location provided that individual is the "owner" of the position. If the remaining job share partner is the "visitor", s/he may seek a different partner in another position at that location or at a new location. The "visitor" will take all accrued building seniority with him/her to the new location and will continue to accrue seniority for transfer purposes in the new location.

Section Q.11.3 If the individual wishing to continue in a job share is unsuccessful in finding a new job share partner, s/he may also elect to return to full-time in the position currently held, provided s/he is the "owner" of that position. If s/he is the "visitor", s/he will be placed as though returning from a leave of absence, but will also retain the right to request a transfer unless a vacancy exists in the current location. If no vacancy exists, the individual may list his/her current location on the transfer request.

Section Q.11.4 In the event that the original job share partner who was the "owner" of the position is no longer part of the job share, the individual having the most seniority in the job share retains the right to the position.

Section Q.11.5 If both job share partners were originally located in the same building and it cannot be determined who held the position originally, the individual with the most building seniority will be considered the "owner" of the position; the individual with the least building seniority will be considered the "visitor" and may seek a different job share partner in another position at the current location if a vacancy exists, or in another building if such vacancy does not exist; or the individual will be placed as though

returning from a leave of absence, but will also retain the right to request a transfer to a full-time position which may include the current location.

If both partners have equal building seniority, the individual having the most district seniority will be considered the "owner" of the position. If both partners also have the same district seniority, the individual placed on the higher educational lane on the salary schedule will be considered the "owner" of the position. If the two partners are on the same lane, the individual with the most overall experience will be considered the "owner" of the position.

APPENDIX R – Retention, Layoff and Recall

- Section R.1** The District will first determine as accurately as possible the number of positions that need to be eliminated. From that number, the District will subtract the total number of employees, known as of April 5th, who will be leaving the district for reasons of: retirement, resignation, discharge or non-renewal including those employees on provisional status.
- Section R.2** Possession of valid Washington State Certificate which may be required for the position(s) under consideration will be a prerequisite for retention. Those employees not holding a standard K-12 certificate must hold the appropriate endorsements which may be required for the positions under consideration as a prerequisite for retention.
- Section R.3** If a reduction in staff is necessary, the reduction in staff will be done without causing or aggravating an under representation in any certificated category or group of specialties in the District's operation. When under representation by race or sex would occur or be aggravated by reason of reducing staff, the number of persons within the under represented group will be reduced only to the same degree percentage-wise (as close as practical) as the number of persons within the category or group of specialties, as a whole is reduced. In determining under representation in a category or group of specialties, the number will reflect approximately the number of persons available within the appropriate labor market as determined, and in accordance and compliance with, the Affirmative Action Program.
- Section R.4** The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions, to allow for the least disruption of the ongoing program and to cause the least deviation from the present assignment of personnel.
- Section R.4.1 Elementary teachers will be considered for retention in one category (K-6).
- Section R.4.2 Secondary teachers (7-12) will be considered for retention by teaching specialties such as: Science, Math, Social Studies, Language Arts, Technology Education, Family and Consumer Science, Business Education, Instrumental Music, Vocal Music, Art, Physical Education and Health and individual languages (i.e.: French, Spanish, German and Russian).
- Section R.4.3 Other certificated staff members will be considered for retention according to their specialties, which will include:
- Title I, Learning Assistance & District Remediation Teachers
 - Intervention Specialists
 - Counselors
 - Librarians
 - Psychologists
 - Special Education Teachers
 - Occupational Therapists
 - Physical Therapists
 - Speech & Language Pathologists
 - Vision Specialists
 - Traffic Safety Teachers
 - Elementary Music Specialists
 - Elementary PE Teachers
 - Staff Development Specialists
 - English-as-a-Second Language Teachers
- Section R.4.4 It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board Policy and Administrative Procedures, for retention in one or more of the employment categories identified in Section R.4 above.
- Section R.5** Each employee will, in accordance with the criteria set forth in Section R.6 hereof, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures; and, in addition, in such additional

categories or specialties as any such employee may designate in writing to the Superintendent or designee, provided, that in order to qualify for consideration in any such additional category the employee:

- Section R.5.1 Must have a college major or certification in a field of preparation, including necessary endorsements in such a category; or
- Section R.5.2 Must have had a minimum of one (1) year full-time professional experience (.5 FTE or more) teaching, performing or supervising in each such additional category (.4 FTE assignment or more) within the immediately preceding ten (10) years.
- Section R.5.3 All written designations for consideration in additional categories will be submitted in writing within ten (10) days after any request for such information is made by the Superintendent or designee. Employees will only be considered for additional categories if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.
- Section R.6** Employees will be considered for retention in available positions within the categories or specialties for which they qualify under Section R.5 hereof. In the event that there are more qualified employees than available positions in a given category or specialty, the following criteria will be used to determine which employees will be recommended for retention:
- Section R.6.1 Total seniority as a certificated employee will be the basis for retention for those categories and specialties identified in Section R.4.3 Within each such category or specialty the senior employee(s) will be recommended for retention.
- Section R.6.2 "Seniority" within the meaning of the Section R.6 will mean years of certificated experience as described in Section 23.1.1.
- Section R.6.3 In the case of equality of seniority within those categories and specialties identified in Section R.4.3 the determining factor will be seniority within the District as determined by official Board action in employment. In the event that ties still exist, the employee(s) with the most number of credits beyond the BA as recorded in the Personnel Office as of April 5 will have preference. If ties still exist the employees involved will flip a coin.
- Section R.6.4 Those certificated staff members presently assigned to a building and chosen for retention will remain in their assigned building, subject to Article 24, Vacancies, Assignment and Transfer.
- Section R.7** Recommendations for certificated staff reductions developed in accordance with these procedures will be presented to the Board prior to May 15.
- Section R.8** All certificated employees who are not recommended for retention in accordance with these procedures will be laid off and placed in an employment pool for possible re-employment for a period of up to one (1) year. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in Section R.4 for which they are qualified under Section R.6 If more than one such employee is qualified for an open position, the most senior employee will be offered such position. Employees not reassigned, within one (1) year, to an equivalent position may, at their written request to the Superintendent or designee, have their name remain the reassignment pool. Such request must be submitted by February 1 of each year.
- Section R.9** Within three (3) weeks of notification by the District that employee(s) have been placed in the employment pool, it is each employee's responsibility to notify the Superintendent or designee that such employee wishes to be removed from the pool.
- It will also be the responsibility of each employee to notify, in writing, the Superintendent or designee by February 1 of each year if such employee wishes to remain in the employment pool. If such notification is not received prior to this date, the name of any such employee will be dropped from the employment pool.
- Section R.10** When a vacancy occurs for which person(s) in an employment pool category qualify, notification from the District to such individual will be by certified mail. Such individual will have five (5) calendar days from the receipt of the certified letter to accept the position. If an individual fails to accept a position offered, such individual will be dropped from that employment pool category.

- Section R.11** It is the responsibility of the individual in the employment pool to keep the Personnel Department informed of his/her current address.
- Section R.12** Those employees who have not been RIFed may apply for a one (1) year leave of absence without pay. The Superintendent will recommend favorable action by the board for any applicant if the granting of such leave would eliminate the need to lay off an employee. The employee taking such a leave of absence will be entitled to re-employment by the district for at least a period of time equal to the leave granted, regardless of whether their position had subsequently been RIFed.
- Section R.13** The District will utilize employment pool personnel as substitutes on a first priority basis.
- Section R.14** The District will furnish to the Association, upon request, a copy of the seniority list which is used in determining who is retained and who is laid off.

APPENDIX S - Joint Committee for Contract Waivers

The Joint Committee will consist of three Association and three District representatives. The Committee chairperson position shall rotate between the parties annually. The following explains the procedure that the District and the Association shall follow regarding contract waivers.

The Joint Committees responsibility will be to assist individuals representing schools or programs in identifying the provisions of the agreement for which waivers will need to be sought. The Committee shall also offer suggestions that might help these individuals' craft a waiver that will meet the criteria required for the granting of contract waivers. A presentation to the Joint Committee is required in order for any waiver to be submitted to the Association's and District's Waiver Approval Committees.

The Joint Committee will hold at least one meeting prior to March 15 of each year to review and advise the representatives of buildings or programs requesting waivers. Schools or programs wishing contract waiver(s) must have a representative present to explain their requests.

Waivers for the following year will be accepted for final consideration by each party by May 1 of each year. The Association's and District's Waiver Approval Committees will approve waivers using the processes established by each party. The waiver committees will each make their decisions by May 15. The decision of both parties must be positive in order for the waiver to be approved.

APPENDIX T – Building and Staff Training Related to Special Needs Students

The District and Association agree to the following training program to assist teachers and other staff in working with special needs students:

Section T.1 Building Training

By October 1 of each year, Special Services will provide a training outline and in-service to all new administrators and any new guidance team staff covering:

- Special Services procedures and policies
- Discipline of special needs students
- Resources
- Funding

New staff will be expected to attend this training for two consecutive years.

If there are major changes in any of the above components, all administrators and all guidance team members will attend.

By November 1 of each year, the building administrator and guidance team will present to new staff members specific information regarding special services:

- Special Services procedures and policies
- Discipline of special needs students
- Resources
- Funding

By November 1 of each year, the building administrator and guidance team will present to all staff at a faculty meeting any specific information regarding special services that needs to be emphasized or reviewed for the express purpose of providing staff with essential information needed to access special assistance for special services specialists and general education teacher and specialists. The above training will be planned by a joint District and Association team.

Section T.2 Staff development training

General district wide staff development shall be made available in areas related to:

- Handling difficult students (i.e. anger management, conflict resolution)
- Neurologically impaired students
- Strategies for working with ESL students
- Strategies for working with inclusion students
- Handling difficult students (i.e. anger management, conflict resolution)
- Developing IEPs and behavior plans
- delivery models
- Other delivery areas as needed

Section T.3

The District and Association recognize the desirability of providing prior training and support for teachers of students with an IEP. Because circumstances may not always make prior training an option, within twenty-five (25) working days of the placement of students with an IEP, all special services specialists and general education teachers and specialists impacted by the student will adhere to the Inclusion Guiding Principals and follow the Special Services IEP Dissemination Process.