

MASTER CONTRACT

2023-2026

Royal Education Association

and

Royal School District No. 160

Table of Contents

PREAMBLE	4
ARTICLE I - ADMINISTRATION	4
SECTION A: EXCLUSIVE RECOGNITION	4
SECTION B: CONTRACT COMPLIANCE	4
SECTION C: CONFORMITY TO THE LAW	4
SECTION D: DISTRIBUTION OF AGREEMENT	5
SECTION E: MANAGEMENT RIGHTS	5
SECTION F: SUB-CONTRACTING	5
ARTICLE II- BUSINESS	5
SECTION A: PAYROLL DEDUCTIONS AND REPRESENTATION FEE	5
SECTION B: OTHER DEDUCTIONS	6
SECTION C: ASSOCIATION RIGHTS AND PRIVILEGES	6
ARTICLE III - PERSONNEL	7
SECTION A: CERTIFICATED EMPLOYEE RIGHTS	7
1. Individual Rights	7
2. Right To Join and Support Association	7
3. Right to Due Process	8
SECTION B: GRIEVANCE PROCEDURE	8
1. Purpose	8
2. Definitions	8
3. General Conditions	9
4. Procedures	9
5. Deviation from Procedure	10
6. Exclusion of Certain Matters	10
7. Forms for Implementing	11
SECTION C: PERSONNEL FILES	11
SECTION D: STAFF PROTECTION - Hold Harmless	11
SECTION E: CONTRACTS, WORK DAY AND PAYMENT	12
1. Certificated Employee's Contract.....	12
2. Copies of Contract	12
3. Release from Contract	12
4. Length of Contract.....	12
5. Length of Workday.....	14
6. Payment	14
7. Supplemental and Co-Curricular Contracts.....	15
8. Summer School/ Tutoring:	16
9. Committee Work Beyond the School Day:	16
10. Mentor Teacher.....	16
11. Committee Assignments/Participation	17
12. Conference Schedule:	17
SECTION F: SALARIES AND STIPENDS	18
1. Salary Schedule	18
2. Supplemental Salaries Other than Extracurricular.....	18
3. Mileage and Expenses Payment	19
4. Staff Development Funds	19
5. Supplemental Salaries.....	19
SECTION G: INSURANCE BENEFITS	19
1. Insurance Benefits	19
2. Tax-Sheltered Annuities	20

SECTION H: LEAVES	20
1. Sick Leave	20
2. Emergency Leave	23
3. Maternity/Paternity Leave	23
4. Washington State Paid Family & Medical Leave (PFML).....	23
5. Child-Rearing Leave of Absence.....	23
6. Bereavement Leave	24
7. Family Illness	24
8. Professional Leave.....	24
9. Personal Leave.....	24
10. Jury Duty and Subpoena Leave	25
SECTION I: LEAVES OF ABSENCE.....	25
SECTION J: ASSIGNMENT, TRANSFER AND VACANCIES	25
1. Assignment	26
2. Reassignment.....	26
3. Vacancies:.....	26
4. Transfers	27
SECTION K: CERTIFICATED STAFF REDUCTION.....	28
1. Identification of affected employees	28
2. Procedures	28
3. Programs and Services.....	28
4. Staff Retention.....	30
5. Administrative Transfers:	31
SECTION L: CERTIFICATED EMPLOYEE EVALUATION PROCEDURE	31
1. General Criteria	32
2. Responsibility for Evaluation	32
3. Evaluation Criteria.....	32
4. Required Evaluation	32
5. Additional Observations & Evaluation(s)	33
6. Evaluation Procedure.....	33
7. Evaluation and Observation Criteria for Teachers	34
8. Evaluation and Observation Criteria for Certificated Support Personnel.....	34
9. Probation.....	34
SECTION M: CERTIFICATED CLASSROOM TEACHER EVALUATIONS.....	35
1. Purpose	35
2. Definitions and notes	36
3. State Criteria and Framework.....	36
4. Criterion Performance Procedures and Scoring.....	37
5. Applicability and Implementation Plan	38
6. General Evaluation Agreements	38
7. Professional Development	39
8. Provisional Teachers.....	39
9. Procedures for Evaluation	39
SECTION N: Non-renewal, Adverse Action, and Discharge	47
ARTICLE IV - INSTRUCTION.....	47
SECTION A: ORIENTATION OF STAFF.....	47
SECTION B: PUPIL TEACHER RATIO	47
SECTION C: PREPARATION PERIOD.....	48
SECTION D: CLASSROOM OBSERVATION.....	48
SECTION E: STAFF DEVELOPMENT	49
SECTION F: ACADEMIC FREEDOM AND RESPONSIBILITY	49

SECTION G: STUDENT DISCIPLINE	51
SECTION H: EMPLOYEE WORK CALENDAR.....	51
SECTION I: STUDENT DETENTION	52
SECTION J: STAFF BULLETIN	52
SECTION K: SUPPLIES	52
ARTICLE V - DURATION AND SIGNATORY PROVISION	53
VEBA MEMORANDUM OF UNDERSTANDING.....	54
APPENDIX A	55
APPENDIX B.....	56
APPENDIX C	57
APPENDIX D	66
CERTIFICATED BASE SALARY SCHEDULE.....	67

PREAMBLE

This agreement is made and entered into by and between the Royal School District No. 160, hereinafter called the "District;" acting by and through its Superintendent and the Royal Education Association, hereinafter called the "Association."

ARTICLE I - ADMINISTRATION

SECTION A: EXCLUSIVE RECOGNITION

1. The Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and part-time professional certificated employees, which means employees holding a teaching certificate from the State of Washington, except the District Superintendent, Central Office and Building Certificated Administrators.

The Board agrees not to negotiate with or recognize any other certificated employee organization other than the Association, and its affiliates, the Washington Education Association (WEA) and the National Education Association (NEA).

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include all persons.

2. Substitute teachers who have worked thirty (30) days or more during the preceding twelve (12) months and who continue to be available for employment and substitute teachers who replace or are replacing an employee for twenty (20) or more consecutive days are to be included in the bargaining unit. Substitutes shall not be covered by the provisions of this Agreement other than rate of pay. The rate of pay shall be established as part of the annual salary schedule. Substitutes after twenty (20) consecutive days will be paid according to their placement on the salary schedule.

SECTION B: CONTRACT COMPLIANCE

All individual certificated employee contracts shall be subject to and consistent with Washington State laws, and regulations, including those of the State Board of Education and the terms and conditions of this Agreement. Any individual certificated employee contract hereinafter executed shall be subject to and consistent with the terms of this Agreement between the Board and the Association. If any individual certificated employee contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

SECTION C: CONFORMITY TO THE LAW

1. If any provision of this Agreement or any application of this Agreement to any certificated employee or group of certificated employees shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2. No change, revision, alteration, or modification of this Agreement in whole or in part shall be

valid unless the same is ratified by both the Board and the Association and endorsed in writing thereon.

SECTION D: DISTRIBUTION OF AGREEMENT

Following the ratification of this Agreement by the Board and the Association, the District will post the Agreement on the District's web site. The District will instruct all new hires in how to access the collective bargaining agreement during orientation.

SECTION E: MANAGEMENT RIGHTS

The District shall have the exclusive right to manage the affairs of the District provided that the wages, hours, terms, and conditions of employment stipulated by the statutes of the State of Washington, statutes of the United States, and the provisions stipulated within this Agreement are adhered to.

SECTION F: SUB-CONTRACTING

The District will bargain with the Association concerning the effects of any proposed sub-contracting on certificated employee positions. Positions for which the District sub-contracts shall remain open and posted until filled.

The District will not employ Teach for America candidates or other candidates from similar institutions.

ARTICLE II- BUSINESS

SECTION A: PAYROLL DEDUCTIONS AND REPRESENTATION FEE

1. The Association and its affiliates have the right of automatic payroll deduction of membership dues, assessments, and fees for certificated employees.
2. The Association shall provide an automatic payroll authorization form to each certificated employee.
3. The Association shall submit the list of employees having executed automatic payroll authorizations to the District payroll office for processing prior to the fifteenth (15th) day of any month in which the Association wants dues deducted. A table of prorated annual dues, assessments, and fees will be supplied to the District payroll office by the Association at any time on the form available from the Association and shall become effective on the payroll flowing the next fifth (5th) day of the month. The Association shall submit notice of such revocation of authorization of payroll dues deduction within five (5) days to the District payroll office and such revocation shall take effect on the payroll following the next fifteenth (15th) day of the month.
4. No member of the bargaining unit will be required to join the Association

SECTION B: OTHER DEDUCTIONS

The District shall, upon receipt of authorization from a certificated employee, deduct from the certificated employee's salary and make appropriate remittance for medical plans, tax-sheltered annuities, and any other plan or program jointly approved by the Association and the Board.

SECTION C: ASSOCIATION RIGHTS AND PRIVILEGES

1.
 - a. The Board will make available to the Association in response to reasonable requests from time to time, periodic financial reports, final budgets, register of certificated personnel agenda items, and Board information, membership data including the name, assignment, work site, FTE, salary schedule placement, home address, and personal phone number of each employee, and employee directory; and any other information available in accordance with laws pertaining to the availability of District data provided that the information is public information and does not violate any individual employee's right to privacy.
 - b. Additionally, by August 21st or two (2) days prior to teachers reporting back to school, whichever is earlier, the District shall provide the Association with a list of the names of newly hired employees, and their contact information including: name, assignment, work site, FTE salary schedule placement, home address, and personal phone number. The District will also include the names of any bargaining unit members who are on leave of absence, the anticipated duration of such a leave, and changes in contact information provided by the employee. When new employees are hired after the initial list has been provided, the District will provide the information listed above within five (5) business days of the start date.
 - c. The Association shall be granted thirty (30) minutes to meet with newly hired certificated staff for purposes of presenting information related to the Association. Said meeting shall occur no later than thirty (30) days from date of employment and at the new employee's assigned worksite during the new employee's workday. The Association representative shall take appropriate leave if the meeting is within ~~his/her~~ their workday.
2. Whenever any representative of the Association or any certificated employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, they ~~he~~ shall suffer no loss in pay for school district purposes.
3. The Association shall have the privilege to use school facilities and equipment, including computers, printers, copy machines, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use.
4. The Association and its affiliates may use Intra-District mail and email service for communications to certificated employees according to District procedures and guidelines.
5. The Association and its affiliates may use District buildings for meetings and transact official business on school property at all times when custodians are normally on duty and before and after school hours. The building principal shall be notified of such meetings one (1) day in advance.

6. The Association and its affiliates will have the right to post notices of their activities and matters of Association concern on a bulletin board in the faculty lounge of each building.

7. The rights and privileges of the Association and its representatives as set forth herein shall be granted only to the Association as the exclusive representative of certificated employees and to no other organization(s).

8. Up to forty (40) days of leave shall be available each school year to the Association for matters stemming from or related to the local bargaining relationship, including conferences and negotiations with the District, contract administration and maintenance, investigation of grievances, preparation for participation in grievance arbitration hearings, representation of the Association at the Washington Education Association Representative Assembly and attendance at workshops or other activities concerning labor relations and/or legislation related to wages, hours, terms, and conditions of employment of education employees.

Notification of the leave shall be submitted by the Association President in writing to the Superintendent two (2) days, whenever possible, before the leave is to take effect. The Association President and the certificated employee(s) shall be informed of the arrangement made for the leave. The cost of the substitute shall be borne by the Association.

9. The Association and its affiliates shall have access to members during contracted working hours so long as there is no interruption of instruction.

ARTICLE III - PERSONNEL

SECTION A: CERTIFICATED EMPLOYEE RIGHTS

1. Individual Rights

a. Certificated employees shall be entitled to full rights of citizenship. Discrimination in Washington public schools on the basis of race, creed, religion, color, national origin, honorably discharged veteran or military status, sexual orientation, including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability is prohibited. Nor shall the position on the salary schedule affect a certificated employee's assignment and promotion. The private and personal life of any certificated employee is not within the appropriate concern or attention of the Board unless a situation warrants disciplinary action.

b. Nothing contained herein shall be construed to deny or restrict to any certificated employee such rights as they may have under school laws or other applicable laws and regulations. The rights granted a certified employee hereunder shall be deemed to be in addition to those provided elsewhere.

2. Right to Join and Support Association

Every certificated employee of the District shall have the right to freely organize, join and support

the Association for the purpose of engaging in negotiations and other concerted activities for mutual aid and protection. The District agrees not to discriminate against any certificated employee with respect to hours, wages or any terms or conditions of employment by reason of complaint or proceeding under the Agreement or otherwise.

3. Right to Due Process

- a. The District agrees to follow a policy of progressive discipline, which progression is a written warning, a written reprimand, suspension when required by the circumstances, and possible discharge or non-renewal. Discipline shall start at the step of the progression the District determines is appropriate due to the severity of the misconduct. Just cause shall be extended to all employees for items dealing with discipline except when non renewing provisional employees under the terms of RCW 28A.405.220. Such discipline shall be done in private.
- b. Prior to an employee being questioned by a supervisor for the purpose of seeking information which may be used as the basis for a written reprimand, suspension, discharge, or non-renewal, the employee shall be advised that they are entitled to have a representative of the Association or legal representative present at any meeting relating to such discipline.
- c. All information forming the basis for any discipline shall be made available in writing to the employee and, upon approval and/or request of the employee, to the Association.
- d. No past disciplinary notices, other than those required by law, shall be applied toward future disciplinary actions unless the same offense was committed during a three (3) year period of time.
- e. Any complaint made against an employee by any parent, student, or other person will be called to the attention of the employee within five (5) business days of the information being received by the District. Any complaint not called to the attention of the employee may not be used as the basis for disciplinary action against the employee, except in cases of criminal investigation.
- f. An employee has the right to Association Representation during disciplinary actions.

SECTION B: GRIEVANCE PROCEDURE

1. Purpose

The purpose of this grievance procedure is to provide a means for the orderly and expeditious adjustment of grievances of certificated employees represented by the Association under this Agreement.

2. Definitions

- a. "Grievant" shall mean an employee or group of employees working under this Agreement or the Association filing a grievance.

- b. A “grievance” shall be defined as a written statement by a grievant that a controversy, dispute, or disagreement of any kind or character exists arising out of, or in any way involving, interpretation or application of the terms of this Agreement or of an existing Board rule, policy, or practice, or that an employee has been treated unfairly or inequitably, or that there exists a condition which jeopardizes an employee’s health and safety.
- c. “Employer” shall mean the Board or its Administration.
- d. “Days” shall mean days the District office is open for business with the public.

3. General Conditions

- a. Time Limits: The adjustment of grievances shall be accomplished as rapidly as possible. The number of days designated at each step shall be considered as maximum. To the extent that time limits are expressed in days, the days shall consist of days the District office is open except that between June 1 and June 30, each day shall be counted. If the stipulated time limits are not met by the District, the grievant shall have the right to appeal the grievance to the next step. If the stipulated time limits are not met by the grievant, the grievance is deemed satisfied and may not be appealed further.
- b. Freedom from Reprisal: Individuals involved in a grievance adjustment proceeding, whether as a grievant, a witness, a representative of the Association, or otherwise, shall not suffer any reprisal on account of their participation in the grievance adjusting process.
- c. Assistance in Investigation: The District shall cooperate with the Association and furnish to it such information germane to the grievance as the Association may request.
- d. Representation: At each step in the procedure, the grievant may be represented by a representative of the Association.
- e. Release from Duty: If attendance at meetings, appeals, or other proceedings relating to the grievance adjusting process, whether as a grievant, a witness, a representative of the Association, or otherwise, requires a certificated employee’s absence from their duty assignment, such absence shall be granted without loss of pay or other penalty.

4. Procedures

- a. Step One: Every effort should be made to resolve grievances, or potential grievances, through free and informal communications between the grievant and the grievant’s immediate supervisor. However, if such informal discussions fail to provide an adjustment of the grievance, the grievant may file a written Grievance Review Request (APPENDIX A) with the immediate supervisor. Grievances shall be filed within thirty (30) days of when the grievant or Association knew or should have known of the violation. The supervisor shall respond in writing within five (5) days. If such written response fails to resolve the grievance, then it may be processed as follows in the next steps.

Step Two: The Grievance Committee of the Association and/or the grievant may then request a meeting with the Superintendent or designee concerning the grievance within five (5) days after the issuance or due date of the supervisor's Step One decision, whichever is earlier. The meeting shall be held within five (5) days and the Superintendent shall provide a written decision concerning the grievance and any adjustment of it to the grievant and Association within five (5) days after the meeting.

Step Three: If the grievant is not satisfied with Step Two or has not been provided with a decision within the time limits prescribed, They may request or have the Association request a meeting with the Board within thirty (30) days of the request. If the request to meet with the Board is not submitted within ten (10) days of receipt of the Step 2 decision, the grievance will be deemed withdrawn. If the request is made, the Board shall render a written decision respecting the grievance within ten (10) days of the meeting. This decision shall be provided to the grievant and the Association.

Step Four: If the grievant is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period above provided, the grievance, only at the option of the Association, may be submitted before an impartial arbitrator. The Association shall exercise its right of arbitration by giving the Superintendent written notice of its intention to arbitrate within twenty (20) days of receipt of the written disposition by the Board. If the parties cannot agree on appointment of an arbitrator, one shall be selected from the lists provided by the Federal Mediation & Conciliation Services (FMCS), the American Arbitration Association (AAA) or the Public Employment Relations Commission (PERC) in accordance with their rules, which likewise shall govern the arbitration proceeding.

- b. Arbitration Costs: Each party shall bear its own costs of arbitration except that the fees and charges of the arbitrator, if any, shall be shared equally by the parties.
- c. Jurisdiction of the Arbitrator: The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator shall confine their inquiry and decision to the specific area of the Agreement as cited in the grievance form. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance may be consolidated for hearing before an arbitrator.

5. Deviation from Procedure

By mutual written agreement of the parties, Steps One, Two, or Three may be waived and the parties may proceed to the next step of this procedure. The Association may file Association grievances at Step Two, if the grievance is filed within thirty (30) days of when the grievant or Association knew or should have known of the violation.

6. Exclusion of Certain Matters

Excluded from the grievance procedure shall be matters for which law provides another method

of review.

7. Forms for Implementing

Forms for implementing this procedure shall be provided by the District. (Appendix A)

SECTION C: PERSONNEL FILES

1. Personnel Files: Personnel files are considered confidential and are not generally open to the public, except as required by law.
2. Certificated employees shall have the right to inspect all contents of their own personnel files kept within the District. A representative of the Association shall, at the certificated employee's request accompany the certificated employee in this review. Each certificated employee's personnel file shall contain the following information: evaluation reports, copies of annual contracts, teaching certificate, and a transcript of academic record.
3. No evaluation, correspondence or other material making derogatory reference to an employee's or former employee's competence, character or manner, shall be kept or placed in the personnel file without the employee's knowledge. The District shall notify an employee, in writing, of any derogatory material received within seven (7) working days after receipt or composition. Failure to notify said employee shall automatically disqualify such material from being used in any grievance or disciplinary action against such employee. The certificated employee shall have the exclusive right of addendum on all items in the file.

Upon request by an employee, derogatory materials must be removed after three (3) years, if there has been no reoccurrence during that time, except evaluations and disciplinary records that constitute physical or sexual abuse of a student or an employee shall not be removed, and disciplinary records that constitute improper physical contact with students or violations of professional boundaries shall not be removed for at least five (5) years.

4. Working Files: It is understood that working files may be kept by building administrators/evaluators for tracking observations/evaluation, tracking conversations with employees and documenting performance related information. All documents in the building working file shall be purged on the last student day of the year. The Superintendent's office may maintain working/legal files that are not readily accessible to other staff. Information in the working/legal files held by the Superintendent shall not be used in disciplinary matters. No other working files regarding individual employees shall be maintained.

SECTION D: STAFF PROTECTION - Hold Harmless

1. Employees shall be covered by the District's liability insurance while they are working in the scope of their employment and shall be held harmless to the extent of the District's policy.

2. A certificated employee who is threatened by any person or group while carrying out assigned duties shall immediately notify the immediate supervisor. The supervisor shall notify the Superintendent and, if necessary, the police. Immediate steps shall be taken, in cooperation with the employee, to provide for the employee's safety. Precautionary measures for the employee's safety shall be reported to the Superintendent at the earliest possible time.

The District shall support any employee in seeking legal redress when students or members of the public verbally or physically abuse the employee while performing duties for the District. Such support includes aiding the employee in obtaining the services of law enforcement and the county prosecutor for the purposes of processing the incident. Employees using the services of private lawyers will cover their own obligations for such fees or costs incurred by the use of such services.

3. The District shall address any hazards to safety or health. It will be the responsibility of employees to report any such hazards.

4. Specification for certificated employee coverage in the District's liability policy shall be subject to the provisions of RCW 28A.400.370.

SECTION E: CONTRACTS, WORK DAY AND PAYMENT

1. Certificated Employee's Contract

The District shall provide each certificated employee with a contract with assignments indicated therein and in conformity with Washington State law and the terms of this Agreement.

2. Copies of Contract

Two (2) copies of a contract shall be given to the certificated employee each year for signature. The copies are forwarded on to the District Office to be signed by the Board. One (1) of these copies is then placed in the certificated employee's personnel file and the second of these copies is returned to the certificated employee.

3. Release from Contract

A certificated employee under contract shall be released from the obligation of the contract upon request under the following conditions:

- a. A letter of resignation must be submitted to the Superintendent's office,
- b. A release from contract shall be granted after July 1, provided a satisfactory replacement can be obtained.
- c. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the certificated employee to continue in his or her assignment.

4. Length of Contract

- a. The length of the employee contract shall be one hundred eighty (180) days, plus an additional stipend for Time and Incentives as outlined below. All supplemental days are paid at the rate of one-divided by the number of one hundred eightieth (1/180) full per

diem of the individual employee's rate of pay for each day worked. Paid leave for absences may only be utilized on base days. For 1.0 FTE:

- b. **Time:** Days of TRI time to be time-carded no later than the following months after the days are worked: November, April and July (days worked prior to November must be submitted in November or earlier, days worked between November and April must be submitted in April or earlier and final days must be submitted in July). The days will be allocated as follows:
 - i. Day 1: Day one shall be used for administrative purposes associated with beginning of school activities. The Association shall have access to address its members for up to one (1) hour on this day. This day is mandatory.
 - ii. Day 2 and Day 3: These days are employee directed for purposes of preparing for students and completing online mandatory risk management SafeSchools training. The days may be worked any time after August 1 through the start of school. The days are mandatory.
 - iii. Day 4 and 5: In-service. The content of these days will be established by the District/Building administrators with input from District staff. At least two (2) hours each day will be scheduled for employees to work in teams or independently to implement the content provided during the day. These days are mandatory.
 - iv. State Professional Learning Days (PLDs): Three (3) PLDs shall be added to the work calendar as optional days with the content established by District/building administration with input from District staff, and paid at per diem, as and only so long as the state funds them.

Incentive:

- i. Staff Retention Stipend: in order to attract/retain staff and in recognition of the experience and added mentoring that senior staff provide to the District, the following compensation shall be paid:

Employees with 20 years' experience and at least three full years of service in the District shall be paid an additional one and five -tenths percent (1.5%) in the 2023-24 contract year; increasing to one and seventy-five hundredth percent (1.75%) in the 2024-2025 contract year; and increasing to two percent (2%) in the 2025-26 contract year.

Employees with 25 years' experience and at least three full years of service in the District shall be paid an additional two percent (2%) in the 2023-24 contract year; increasing to two and twenty-five hundredths percent (2.25%) in the 2024-2025 contract year; and increasing to two and five-tenths percent (2.5%) in the 2025-2026 contract year.

The above stipends shall be paid on supplemental contract and paid in twelve (12) equal payments. For staff who are less than 1.0 FTE shall receive a pro-rata amount.

ii. Special Education, Highly Capable, and School Psychologist Additional Days

Each Special Education teacher will have two (2) additional days for work on-site which cannot otherwise be completed during the workday. Payment will not be made for hours under this section that are not worked.

The Special Education teachers have a pool of twelve (12) additional days for work, which cannot otherwise be completed during the workday. The Special Education Director will decide on use of these days. Payment will not be made for hours authorized under this section that are not worked.

Special Education teachers assigned to draft individual education plans (IEPs) for students not on their caseload shall be paid per diem for their time.

Highly capable teacher(s) will have one (1) additional day for work which cannot otherwise be completed during the workday in the first year of this contract, plus (1) additional day in 2025-2026.

School Psychologist will have two (2) additional days for case management that cannot be completed during the workday.

5. Length of Work day

- a. The length of the workday shall not exceed 7.5 hours. The workday shall include a continuous thirty (30) minute duty-free lunch period. The District will, if reasonably practical, provide certified employees teaching in the elementary and intermediate schools two fifteen (15) minute relief periods each day: one relief period at mid-morning, and one at mid-afternoon. The workdays shall include forty-six minutes divided between before and after school to work with students, patrons, and to serve the education needs of the building each day.
- b. A regular work day begins at 8:00 am and ends at 3:30 pm.
- c. Each teacher shall have the option of covering classes approved by the building principal during their preparation time for teachers who are absent. Each teacher who covers such a class, approved by the building principal, shall be paid an additional stipend equal to one-seventh (1/7) of the individual teacher's rate of pay at the high school and one-sixth (1/6) at the middle school.

6. Payment

- a. In accordance with state law, all certificated employees shall be paid in twelve (12) monthly installments. Each payment shall contain one-twelfth (1/12) of the contracted

salary. All employees shall be compensated by direct deposit to an account of the employee's choice. Employees hired prior to September 1, 2023 may continue to receive paychecks through the term of this Agreement.

- b. Payroll payments shall be issued to certificated employees on the last business day of each month.
- c. In the event that a mistake in payment is found resulting in an underpayment, corrections shall be made on or before the fifteenth (15th) of the next month. When an overpayment is made, correction shall be made on the certificated employee's next monthly check. Cumulative errors shall be corrected on a prorated basis.
- d. All compensation owed to a certificated employee who is leaving the District shall, upon request, be paid within fifteen (15) days after the final day of work if fiscally feasible.

7. Supplemental and Co-Curricular Contracts

- a. Definition - Supplemental contracts shall be defined as those offered to certificated employees by the Board, lasting for the duration of one year or the appropriate season or time period, including:

Teaching during a certificated employee's preparation period in a situation deemed an emergency by the District.

- b. Supplemental contracts will be offered to qualified certificated staff first, and then, in the case of co-curricular contracts, if no qualified certificated employees apply for the position, the position may be offered to applicants from outside the District's workforce. Applicants for vacant positions need apply in writing no later than five (5) working days following the posting of said vacancy or by the advertised closing date.
- c. Any certificated employee who is employed in a particular supplementary contracted position will be released from that position upon request at the end of the pertinent contracted time period. This request must be in the form of a written resignation and submitted to the District at the end of the said contracted time period but no later than two (2) months prior to that contracted position beginning again.
- d. The District will notify in writing a certificated employee before the end of a present academic school year if that employee's supplemental position is not to be renewed in the succeeding school year or at least two (2) months prior to the commencement of the co-curricular activity for which the employee previously held the position.
- e. Any co-curricular activity not having enough participants to warrant offering the activity can be canceled by the District prior to the beginning of that activity's competitive schedule. Such cancellation will terminate the certificated employee's contract for said activity.
- f. The District shall retain the right to add supplemental contracts for the positions which require additional work beyond the normal contracted work year. The District agrees to pay such

supplemental contracts from its own resources for the duration of this Contract. The District further retains the right to reduce or eliminate such supplemental contracts.

8. Summer School/Tutoring:

Current employees shall be given first offer of all summer school positions or after school/tutoring programs. The District shall use the following criteria to fill summer school/tutoring positions: seniority, recent experience at the grade level, experience with the curriculum. Summer/tutoring pay shall be per diem.

9. Committee Work Beyond the School Day:

- a. The funding formula for committee work beyond the school day is based on six (6) hours per FTE-certificated staff at each building. The rate will be thirty-seven dollars (\$37.00) per hour. This is only a funding formula used to determine total number of hours and dollars available to each building. It is not necessary for each staff member to receive six (6) hours of committee work and resulting pay. The hours may be assigned to any teacher in any amount, according to building needs as determined by the building principal.
- b. In all cases it is understood that this compensation is for additional work performed outside the contracted workday, or the time that may be scheduled with employee's building administrator for leadership duties.
- c. Each department or grade level team shall nominate three employees from whom the principal shall select department heads and grade level coordinators. To ensure equity, positions must be nominated and selected every two (2) years.

10. Mentor Teacher:

- a. The District shall provide a Mentor Teacher Program for both beginning and experienced employees if funded by specific state funds.
 - i. The Beginning Employee Mentor Teacher Program shall be to:
 - A) Assist beginning employees in becoming familiar with textbooks, student learning objectives, instructional materials, orientation to buildings, etc.
 - B) Help employees develop collegial relationships with other staff members.
 - C) Provide opportunities to discuss experiences in classroom management, seek new ideas and alternative strategies for instructional presentations, and to receive encouragement and feedback.
 - D) Provide provisional teacher assistance throughout their provisional period. This provision is not intended to place a provisional employee on a plan of improvement as required when a continuing contract employee is placed on probation.
 - ii. The Experienced Employee Mentor Teacher Program is available to:
 - A) All employees with teaching experience who are new to the District shall receive assistance from a mentor.

- B) All employees who are placed on probation shall receive mentor assistance as directed by the employee's written plan for improvement.
 - C) Any other experienced employee may participate in the mentor program if approved by their principal after reaching agreement upon the specific areas to be covered. First priority shall be granted to those who are evaluated Unsatisfactory (1) or Basic (2) on the TPEP evaluation process ("not proficient") or "Unsatisfactory" on the non-teacher evaluation process (or "Satisfactory" with "needs improvement" noted in the evaluation of non-TPEP employees).
- b. Voluntary: Participation as a mentor teacher shall be voluntary.
 - c. Compensation (Beginning Mentor Teachers): Employees selected as beginning mentor teachers shall be provided a supplemental contract and paid according to the District set stipend of one thousand seven hundred fifty (\$1,750) for each mentor teacher and seven hundred fifty dollars (\$750) for each mentee. Each year the Mentor Coordinator and Superintendent's designee shall determine the program expectations for the year.
 - d. Selection: The Association president will be notified of available mentor teacher positions. Selection shall be based upon the following criteria (with no implied priority):
 - i. Teaching experience in the subject matter or grade level of the beginning teacher
 - ii. Full time employment as a classroom teacher
 - iii. A history of satisfactory evaluations prior to selection
 - iv. A commitment to undergoing the training and completing the mentoring assignments.

11. Committee Assignments/Participation

Selection: All relevant staff and the Association President will be notified of the formation of any District or building committees. Participation on a committee (paid or unpaid) shall be voluntary.

12. Conference Schedule:

There will be a minimum of two (2) conference times scheduled; one (1) in the fall (November), and one (1) at the end of February or beginning of March. The purpose of the conferences is to meet with parents/guardians about student progress. One day of the conference period shall include conferences scheduled in the evening. Teachers shall be released with the students on the last working day of conference week to off-set evening conference time.

SECTION F: SALARIES AND STIPENDS

1. Salary Schedule

- a. All employees shall be correctly placed on the bargained salary schedule commensurate with their total years of teaching experience, degrees awarded, and credits/clock hours. The salary schedule shall be increased by the state inflationary adjustment as provided in RCW 28A.400.205. (Implicit Price Deflator or IPD) for the 2023-24 work year. In the 2024-25 work year, the salary schedule shall be increased by IPD plus five-tenths percent (0.5%). In the 2025-26 work year the salary schedule shall be increased by the IPD plus one percent (1%).
- b. Step and lane adjustments shall take effect September 1 for degrees, credits and clock hours earned by September 1. Verification of degrees, credits and clock hours must be submitted to the District office no later than October 1. Degrees, credits, and clock hours earned after September 1 or verified after October 1 shall go into effect the next September 1.
- c. For purposes of salary placement, ten (10) clock hours shall equal one (1) credit. Clock hours and credits will be allowed for moving lanes if total number of clock hours/credits are commensurate to the total number of credits required in each lane.

2. Supplemental Salaries Other than Extracurricular

- a. A stipend of one-sixth (1/6) of said employee's daily contracted salary will be paid to the employee on a supplemental contract on the actual length of the contract if the contract is based on hours.
- b. The District will offer supplemental contracts to be paid at the rate of one-one hundred eightieth (1/180) of the employee's annual rate of pay to the following certificated staff members. The number of days of each supplemental contract shall be no fewer than the days listed below, provided to each employee assigned to said position, and employees may not exceed the listed number of days, unless agreed by the Association and District through bargaining:
 1. Vocational Agriculture – 40 days
 2. Family and Consumer Sciences – 10 days
 3. High School Counselor - 10 days
 4. Business Education – 10 days
 5. Secondary Band Director 30 days
 6. High School ASB Advisor - 10 days
 7. CTE/STEM – 10 days

Employees shall submit a current District timecard for supplemental days' remuneration.

3. Mileage and Expenses Payment

The District will pay the current state mileage allowance for authorized trips with a personal vehicle, and for meals at the rate established by the Board. Trips outside of the District must be approved by the principal of the respective school. Forms are available in the office or District website, which must be completed and signed. District vehicles are available to a limited extent and should be used when they are available.

Employees are required to comply with District procedures for reporting mileage and expenses to obtain reimbursement. Advances will not be made and reimbursement may take up to thirty (30) days. For prompt reimbursement, the employee is urged to complete the expense statement promptly and submit it to the District Office.

4. Staff Development Funds

Each staff member will receive five hundred dollars (\$500) in staff development funds which may be used for professional development activities, professional certification, clock hours, and publications, with the approval of the building principal. Staff development funds may accrue to three thousand dollars (\$3,000.00). Employees enrolled in a National Board Certification program are eligible for one thousand dollars (\$1,000) in expense reimbursement one-time.

5. Supplemental Salaries

The District can, in an emergency situation, contract with an employee to teach during the employee's preparation period, if the employee agrees. A stipend of one-sixth (1/6) middle school and one-seventh (1/7) high school of said employee's contracted salary will be paid to the employee on a supplemental contract.

SECTION G: INSURANCE BENEFITS

1. Insurance Benefits

- a. The District shall contribute the full state funded and authorized amount for eligible employees to the School Employee's Benefits Board (SEBB) for employee basic insurance benefits. This amount includes the entire 'retiree carve-out'.
- b. Enrollment in the basic and optional programs shall be completed as required by the SEBB, including when options may be added or deleted during the contract year by an employee with a qualifying event.
- c. Should a full-time employee be hired after the beginning of the work year, the employee may elect insurance coverage from the plans available, according to SEBB rules. Coverage shall begin after the first full calendar month of employment, unless the employee is continuing coverage from another SEBB covered employer, in which case benefits are uninterrupted, and for each month of employment thereafter.
- d. Any employee terminating employment shall be entitled to continue receiving the District

insurance contribution for the remainder of the calendar month in which the termination is effective. Employees may choose either June 30 or August 31 as their termination date if they are terminating at the end of a work year, the default shall be August 31.

- e. The District will contribute the following amount into a VEBA account for each employee.
 - i. \$30 per month for the 2023-24 work year;
 - ii. \$35 per month for the 2024-25 work year; and
 - iii. \$40 per month for the 2025-26 work year.

2. Tax-Sheltered Annuities

Certificated employees may participate in tax-sheltered annuity programs approved by the Association and the Board.

SECTION H: LEAVES

1. Sick Leave

- a. Every employee holding a regular full-time position shall accrue 12 working days' sick leave beginning the first contract day of each school year. Unused sick leave shall accumulate from year to year to the extent allowed by law.
- b. Sick leave may be applied to absences caused by illness or injury (mental or physical) of an employee. Sick leave may be used for planned medical, dental or ocular appointments with 24 hours' advance notice. In any instance involving use of a fraction of day's sick leave, the minimum charge to the employee's sick leave account shall be one hour. The employee may be required to furnish documentation from a licensed health care provider or other satisfactory evidence of illness to the principal.
- c. When an employee will be absent from work due to illness, the employee shall give notice as early as possible and not later than 6:30 a.m. of the first day of the illness. If the absence is for consecutive days, each day that a substitute will be required shall be confirmed as early as possible and in no event later than 6:30 a.m. of the actual day and the principal should be notified of the probable date of return.
- d. A teacher returning from any illness of more than five (5) days, whether or not sick leave benefits have been paid, may be required to submit to a medical examination or other medical evaluation through a licensed health care provider of the employee's choice, at the employee's expense or by a licensed health care provider designated by the District, at the District's expense, in order to establish medical fitness for the duties of the position before returning to work. The employee will be granted release time for such examination and said absence will not be deducted from the employee's sick leave.
- e. Any employee obtaining sick leave benefits by fraud, deceit, or falsified statement, shall be subject to disciplinary action including termination of contract.

- f. Absence due to injury incurred in the course of the employee's employment and resulting in worker's compensation benefits may be additionally compensated for in the following manner, at the employee's choice:
 - i. a pro-rated portion of sick leave may be used, which when added to a worker's compensation benefits shall be equal to, but not exceed the employee's normal salary;
 - ii. a full day of appropriate accrued leave benefits in addition to the worker's compensation benefits; or
 - iii. only worker's compensation benefits.
- g. At the employee's option, they can cash-out their unused sick leave days in January of the school year following any year in which a minimum of sixty (60) days of sick leave is accrued and each January thereafter, at a rate equal to one (1) day's monetary compensation of the employee for each four (4) full days of unused sick leave from the previous calendar year. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated. No employee may receive compensation for sick leave accumulated in excess of one (1) day per month.
- h. At the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) days accrued sick leave for illness or injury.

An employee otherwise eligible for sick leave cash out may elect to cash out all unused sick leave on leaving the district, even though not eligible for retirement. The district shall hold such cash out for the employee under the provisions of the law.

*For the purpose of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Retirement Systems (WSTRS).

- i. In the event RCW 28A.400.210 relating to sick leave cash out is altered by action of law, the above clause shall be modified to conform to such change.
- j. Employees may participate in sick leave sharing as a recipient or donor as provided in Chapter 392-136A-WAC

Sick leave sharing is available to all employees in the District as recipients or donors.

- i. an employee applying for leave sharing must meet one of the following criteria:
 - A. The employee must have, or have a relative or household member who has, an extraordinary or severe illness, injury, impairment or physical or mental condition; or
 - B. The employee has been called to service in the uniformed service; or

- C. The employee is a current member of the uniformed services or is a veteran as defined under RCW 41.04.005, and is attending medical appointments or treatments for a service- connected injury or disability; or
- D. The employee is a spouse of a current member of the uniformed services, or a veteran as defined under RCW 41.04.005, who is attending medical appointments or treatments for a service- connected injury or disability and requires assistance while attending appointments or treatment; or
- E. A state of emergency has been declared anywhere within the United States by the federal or any state government and the employee has needed skills to assist in responding to the emergency or its aftermath and volunteers his or her service to either a governmental agency or to a nonprofit organization engaged in humanitarian relief in the devastated area, and the governmental agency or nonprofit organization accepts the employees offer of volunteer services; or
- F. The employee is a victim of domestic violence, sexual assault, or stalking; or
- G. The employee needs the time for parental leave or for the purpose of parental leave to bond with the employee's new, adoptive, or foster child(RCW 41.04.650); or
- H. The employee is sick or temporarily disabled because of pregnancy disability.

The illness, injury, impairment, condition, call to service, emergency volunteer service, or consequence of domestic violence, sexual assault, or stalking as defined above must either have caused or be likely to cause the employee to take leave without pay or terminate employment. Written confirmation by a medical doctor will be required when relevant.

- ii. Determination of Degree of Benefit and Conditions:
 - A. The Superintendent or designee and a representative assigned by the Association, shall determine the amount of leave which the affected employee shall be allowed. This determination shall be based upon the written confirmation of medical doctor, when required or on other required documentation (if any).
 - B. The employee shall not receive more than five hundred twenty-two (522) days of leave during total District employment.
- iii. Any employee who has accrued more than twenty-two (22) days of sick leave may request that the District transfer a specified amount of such accumulated sick leave provided that in no event will a transfer be allowed to reduce the donor's leave bank account below twenty-two (22) days. The Superintendent or designee shall develop forms and processes necessary to implement this clause.

Contributions of sick leave shall be on a voluntary basis and the name of donors shall be kept confidential. The Association shall be permitted to make its membership aware of the need for donations but shall be precluded from

individual solicitations. The names of individual who do or do not make donations shall not be published.

- iv. Recipients of donated leave shall continue to be District employees and shall continue to receive normal employee benefits.
- v. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, pro rata, within forty-five (45) days after the donee's use of accumulated leave ceases.

2. Emergency Leave

Emergency leave with pay shall be granted in any one year for such emergencies that necessitate the teacher's absence during school hours and a situation that cannot be handled at a time other than the working day. Such leave shall be deducted from the employee's sick leave accumulation. Such leaves are to be approved by the Superintendent who may consult with the principals if necessary.

3. Maternity/Paternity Leave

An employee requesting maternity/paternity leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. This written request for maternity leave should include a statement as to the expected date of return to employment. Within thirty (30) days after childbirth, the employee shall inform the District of the specific day of return to work. Paid leave, to the extent the employee has available leave, will cover that period of time required for confinement, delivery, and recovery from the birth. A certificated employee returning from maternity leave will be placed in the employee's former position prior to taking leave from the District.

The employee, if qualified, shall be allowed additional leave as regulated under the Family and Medical Leave Act.

4. Washington State Paid Family and Medical Leave (PFML)

Employees may be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act.

5. Child-Rearing Leaves of Absence: Upon the written request of the employee to the Superintendent, child-rearing leave up to one (1) year shall be granted to the employee. An employee may request that the leave be extended for one (1) additional year upon approval of the Superintendent.

Persons on an unpaid child-rearing leave shall be required to specify their date of return.

6. Bereavement Leave

Five (5) days shall be granted with pay for bereavement of an immediate relative.

Definition of "immediate relative": spouse, siblings, parents, grandparents, children, grandchildren, aunts, uncles, nieces, nephews, stepparent, foster family, guardian or those of the employee's spouse, dependents of the employee or persons living in the same household as the employee. Employees may be granted emergency leave in all other cases of bereavement.

7. Family Illness

Certificated employees shall, upon request, be granted leave with pay for up to five (5) days during a contract year when such absence is occasioned by a serious illness or accident which involves hospitalization of any member of the immediate household and/or relative. This must be approved by the Superintendent. Certificated employees shall, upon request, be granted leave when such absence is occasioned by other family illness (i.e., flu, colds, etc.) in which case the leave will be deducted from the certificated employee's current year sick leave. See 5 above, Bereavement for definition of "immediate relative".

8. Professional Leave

Any employee may use professional leave, which shall be used to visit other schools, attend seminars or workshops which are not scheduled on the normal professional workshop days, and other sessions which will have professional benefit. Requests for professional leave will be directed to the Superintendent for approval. Such leave shall not be deducted from sick or personal leave.

An employee seeking professional development leave, including but not limited to: National Board certification, professional certification, masters or doctorates degrees, may be granted professional development leave to be used on portfolio development, test preparations or examinations.

9. Personal Leave

Three (3) days per year are granted for those occasions when leave is desired for personal commitments but does not qualify as an emergency. Such leave can be used as long as ample substitutes are available except: that the first five (5) days of the school year and the last five (5) days of the school year require Superintendent approval, and the following days must be requested 30 calendar days in advance to assure minimum attendance levels and substitute coverage:

- a. The day before or after Thanksgiving break;
- b. The day before or after winter break;
- c. The day before or after spring break;

All leave must be approved in advance. Leave requests not made two (2) working days in advance may be denied

Such leave may be accumulated up to a total of six (6) days. Five (5) personal days may be used consecutively. The number of teachers allowed to use five (5) days consecutively shall be limited to three teachers per year and leave requests to use five (5) consecutive days not made ten (10) working days in advance may be denied. If more than three employees request to use five (5) days consecutively, the earliest notices (date and time received) shall be given preference. Leave requests to use five (5) consecutive days may be accepted one year in advance of the requested leave, and every day thereafter.

Optionally, leave may be cashed in at the substitute pay rate. Notification to the District office is required to initiate this option. The Association may elect for all employee personal leave to cash out into a VEBA in lieu of receiving compensation.

10. Jury Duty and Subpoena Leave

Leaves of absence with pay shall be granted for jury duty. The employee shall notify the District when notification to report for jury duty is received. Leaves of absence with pay shall be granted when a teacher is subpoenaed to appear in a court of law.

SECTION I: LEAVES OF ABSENCE

An employee who is in good standing (not on probation) will be allowed a leave of absence for up to one (1) year. Such leave of absence shall be without pay and submitted on or before April 1 except in the case of (a) Maternity Leave/paternity leave or (b) Illness or Injury in which case the employee will submit an application to the District as soon as possible. The certificated employee's position in the District will be guaranteed under the following conditions:

1. Continuing their education to gain an advanced degree.
2. Extended illness or injury.
3. Parental Leave.

All other conditions for leave of absence shall be at the discretion of the Board. The Board may grant such leave of absence provided a suitable replacement may be found on the one-year basis. The certificated employee who has been granted a leave of absence not under the conditions listed above shall be guaranteed a teaching position with the District.

Employees on an unpaid leave of absence are required to specify their anticipated date of return on their application for leave.

SECTION J: ASSIGNMENT, TRANSFER AND VACANCIES

1. For purposes of this section, seniority will be defined by the following ranked order:
 - a. Teacher Certification/Endorsement
 - b. Time in District

- c. Time in State
- d. If all things are equal, ties will be determined by lot

2. In order to maintain an accurate Certificated Employment List, the district will provide a form based on the above criteria. This list will be provided to the staff by November 1 of each year. Staff will verify the accuracy of the information by signing the document in the space provided and return the document within 15 days. If the information is incorrect, it is the employees' responsibility to notify the district office.

3. Assignment:

An employee's current job placement.

- a. Employees shall not, except for good cause, be assigned to teach classes outside of their teaching experience or their major, minor or endorsed fields of study.
- b. Written notification of change in assignment shall be provided to all affected employees by June 1 of the current school year, if known. Notification shall include reasons for the change upon request. In other cases, personnel will be notified as soon as placement is known.
- c. The District will work to avoid assigning employees out-of-endorsement. Evaluators shall not focus on evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements. Employees assigned outside their endorsement area for one period shall not be evaluated in that area/class. Employees subject to evaluation in their assigned but unendorsed areas or classes shall be provided a mentor, and the District and employee will develop a plan for the employee to become appropriately endorsed, including relevant professional development. The plan will be initiated within thirty (30) days from the start of the school year or employee's hire date whichever is later.

4. Reassignment:

Reassignment: A change in assignment within a building.

- a. A voluntary reassignment is one initiated by the employee.
- b. An involuntary reassignment is one initiated by the administration because of building or program needs.

5. Vacancies:

A position, which has been vacated and is scheduled to be refilled or one that has been newly created.

- a. The District shall inform all certificated staff of vacancies which occur.
- b. Elementary and intermediate staff members who make a written request shall be reassigned to a vacant position within two (2) grade levels of their current assignment and within the employee's building. (Specialists shall not be covered by this provision.)

If more than one elementary or intermediate staff employee desires a vacant position within the employee's building and all other qualifications are equal, the staff member highest on the Certificated Employment List will be selected.

6. Transfers

Transfer: a move to a position in another building.

a. Employees who wish to apply for a transfer to a posted vacant position shall make a written request to the superintendent no later than the fifth (5) day after the announcement of said vacancy.

b. Employees who desire a transfer shall be considered on the basis of the qualifications listed in the job announcement. The qualifications required for the position shall be determined by the Board. The Board retains the right to hire the most qualified applicant.

c. Voluntary Transfer Clarification

- i. The District will solicit requests for transfers and vacancies via the Tentative Employment Plan from employees by April 1st of each year. This does not preclude employees who later become aware of specific openings from applying to the District Office for a particular professional opportunity at whatever time an opening might occur up until July 1st.
- ii. Requests for transfer shall be kept on file.
- iii. An employee shall submit a Letter of Interest subsequent to the posting of a vacancy.
- iv. If an employee's request for transfer is denied, the employee shall be notified in writing with the reason for denial.

d. Involuntary Transfer

Involuntary transfer is one initiated by the administration.

- i. When an involuntary transfer becomes necessary, the selection of the person to be transferred shall be based upon the following ranked order:
 - A. Employee qualifications
 - B. Program requirements
 - C. Best interest of the students
 - D. The least senior person will be selected providing program requirements can be met and employee qualifications are substantially equal.
 - E. Elementary and intermediate staff shall not be reassigned more than two (2) grade levels from his/her current assignment and within the employee's building, without employee agreement.
- ii. The affected employee shall be notified of said transfer in writing as soon as

such decision to transfer is determined. Notification shall be in person and include reasons for the transfer. The affected employee is entitled to discuss personal desires prior to transfer.

- iii. The affected employee may challenge the transfer by giving written notice to the Board and the Association. Upon receipt of such notification, the Association will respond with a written recommendation to the Board within five (5) workdays of receiving the employee's challenge. The decision of allowing the transfer to stand shall then rest solely with the Board.
- iv. If the affected employee refuses to accept the transfer, said employee's contract may be terminated.
- v. The affected employee will be given three (3) days for planning. The content of these planning days will be established in collaboration with, and approved by, the building administrator.
- vi. If the involuntary assignment requires the employee to change rooms or move buildings, the employee shall be paid two (2) days of pay at his/her per-diem rate of pay for moving. The district shall be responsible for moving employee's materials, if requested.

SECTION K: CERTIFICATED STAFF REDUCTION

1. Identification of affected employees

In the event the District adopts a reduced educational program by reason of financial necessity, (financial necessity shall be defined as a severe interruption or reduction in District or program funding, or a decline in District or program enrollment) employees who will be retained to implement the District's reduced or modified program and those employees who will be laid off from employment or adversely affected in contract status shall be identified in accordance with this section.

Prior to May 15, the Board of Directors, upon the recommendation of the Superintendent shall determine whether or not the educational program of the District will permit the District to maintain its staff needs at the same level for the following school year. If it is determined that such a program is not feasible for the following school year, the Board, upon recommendation of the Superintendent, shall identify the certificated staff members, if any, who must be non-renewed and placed in an employment pool. All such non-renewals shall be in accordance with statute. No District personnel outside of the bargaining unit shall be allowed retention under the Agreement.

2. Procedures

The following procedures shall be used to implement the policy set forth above.

3. Programs and Services

- a. Prior to the Board's acting on the Superintendent's recommendations for program or

service reduction, modifications or elimination, it will provide the opportunity for involvement of the Association in such decision-making processes by May 1st.

b. If educational programs and services of the District are to be modified, the following considerations shall be utilized in determining the program and services to be retained, modified, or eliminated.

i. The effect upon the student is of the highest priority; therefore, the program to be retained shall attempt to minimize the consequences of program reduction upon the student.

ii. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g. Special Education, federally supported programs, etc.).

c. In determining the financial resources available, the District shall make an effort to solicit and obtain cooperation and funding from local government, state, and federal resources.

d. All prospective donors of gifts to the School District will be requested to make their donations to the general programs of the school rather than any specific program.

e. Reduction of certificated personnel will be minimized by making adjustments wherever practical in the following categories:

- Capital outlay
- Travel
- Contractual services
- Maintenance and Operation
- Other services
- Supplies and materials
- Instructional materials
- Cash reserves and contingency funds

f. To minimize non-renewals, the District shall offer, where feasible, part-time teaching contracts to the current staff with the provision that any certificated employee accepting such a contract shall be re-employed the ensuing school year in the same position and/or level, with no loss of rights, benefits, or seniority which would normally have accrued during a full-time school year.

4. Staff Retention

- a. In an effort to eliminate the necessity of involuntary non-renewals, a reasonable effort shall be made to ascertain the number of certificated positions which will be open for the following school year by reason of normal attrition as outlined below.
 - i. Voluntary certificated personnel retirements.
 - ii. Normal certificated personnel resignations
 - iii. Before the implementation of the reduction in force, the entire certificated staff will be offered the opportunity to make written application for a year's leave of absence. The Superintendent shall recommend favorable action by the Board for any applicant if the granting of such leave would eliminate the necessity for involuntary non-renewal of a certificated employee. Such leave of absence, if approved, shall entitle said person to the same seniority rights at the beginning of the ensuing year as said employee normally would have under the District's leave policy. This provision shall be applied to those individuals previously on leave in accordance with its application to re-employment following the expiration of the leave.
 - iv. Vacant positions created by attrition or involuntary non-renewals will be filled by transferring currently employed certificated staff members within the District unless by reason of certification, training, and experience no qualified person is available.
- b. To insure that the certificated staff recommended for retention will be qualified to implement the educational program determined by the Board, all certificated employees must possess such valid Washington State Certificate as may be required for the position(s) under consideration.
- c. Seniority: When more than one person qualifies for a particular position under the conditions listed above, the certificated employee who has the greatest length of service as a certificated employee, based on the criteria used by the District in determining placement on the salary schedule shall be given the position. When more than one person qualifies for a particular position, the person who has achieved the greatest horizontal advancement on the District Salary schedule shall be given the position. If a tie still exists, the individual with the most quarter hours beyond the bachelor's degree as recorded in the District office as of October 1 of the current year preceding the anticipated reduction will be given the position. Ties shall be broken by lot.
- d. Prior to the date specified by statute immediately preceding the school year in which the modified educational program will take effect, the names of certificated personnel to be non-renewed, if any, shall be identified and submitted to the Board for approval and action under statute.

- e. All certificated personnel who are not recommended for retention in accordance with these administrative procedures shall be non-renewed and placed in an employment pool for possible re-employment. Employment pool personnel will be given the opportunity to fill open positions for which they are qualified. The criteria set forth in this policy shall be applied to determine who shall be offered such positions.
 - i. When a vacancy occurs for which any person in the employment pool qualifies, notification from the District to such individual will be by certified or registered mail, or personal contact by the Superintendent. Such individual will have five (5) calendar days from the receipt of the letter or from date of personal contact to accept the position by certified or registered mail or personal contact. It shall be the obligation of the individual in the employment pool to keep the Superintendent notified as to where they can be reached so that contacting the individual will not take more than five (5) days. If they do not fulfill this obligation, the District is under no obligation to carry out the provision of contacting them.
 - ii. If an individual in the employment pool fails to accept a position for which the employee is qualified pursuant to this Agreement , such individual will be dropped from the employment pool.
 - iii. At the end of the school year in which any modified educational program is to be implemented, certificated staff members remaining in the employment pool shall be offered contracts, for available certificated positions for which they are qualified in accordance with this Agreement.
- f. The District will utilize employment pool personnel as substitutes on a first priority basis if the employee signs up on the substitute list.
- g. It is understood that these provisions, after bargaining any impact with the Association, may be amended to coincide with any requirement imposed upon the District in reference to its affirmative action program.

5. Administrative Transfers:

In order to reduce the number of employees subject to nonrenewal, the District will implement administrative transfers and reassignments pursuant to the process described in the involuntary transfer and reassignment provisions of § J.

SECTION L: CERTIFICATED EMPLOYEE EVALUATION PROCEDURE

The below evaluation procedures apply to personnel not otherwise covered by TPEP.

The evaluation of professional performance in the District is an important process in the continuing improvement of the education program. This evaluation procedure shall serve as a basis for planning professional growth and development. Professional judgments of the evaluator shall not be subject to the grievance procedure.

1. General Criteria

- a. Observation – The process by which certificated employees shall be assessed based on the observation rubric.
- b. Evaluation – The process by which certificated employees shall be assessed based on observations of professional responsibilities.

2. Responsibility for Evaluation

Evaluator - The building principal, or designated supervisor shall have the responsibility for evaluation of employees under their supervision.

The supervisor shall be made known to the employee as the designated evaluator by October 1. Employees shall be informed of the evaluation process and its purpose at a meeting by the last working day of September of the current school year. A copy of the Observation Rubric, Short or Long Form and Evaluation form shall be given to each certificated employee at that time or upon employment with the District if at a time other than the beginning of the school year. Evaluations of certificated employees shall be conducted in accordance with the procedures set forth herein.

3. Evaluation Criteria

Each employee shall be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth in Article III, Section L subparagraph seven (7) Evaluation and Observation Criteria. Evaluation required or permitted hereunder shall be documented on the Evaluation Summary Form appropriate to the employee's position.

4. Required Evaluation

- a. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment. Such observations shall be at least thirty (30) minutes.
- b. All employees shall be evaluated at least annually.
- c. All employees on Long Form Evaluation, including new employees, shall be observed annually, not less than twice for at least sixty (60) minutes or not less than three times for at least ninety (90) minutes for provisional employees in their third year. At least one of the observations shall not be less than thirty (30) minutes, unless the certificated employee is to be observed under the Observation Short Form. All employees will be observed and evaluated using the correct form on the following schedule: First four (4) school years of employment: Long Observation Form. School year five (5) and beyond by agreement of both the evaluator and employee, Short Observation form, with a long form observation once every six (6) school years. Such observations shall be completed not later than May 20th, and prior to completion of the Evaluation Summary of the year in which the evaluation takes place.

- d. In the event an employee is transferred to another position not under the supervisor's jurisdictions, an evaluation shall be made at the time of such transfer, in addition to the evaluation to be made by the new supervisor by the end of the school year.
- e. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date.
- f. If the appropriate supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made immediately. Employees who are evaluated after February 1 shall not be placed on probation.

5. Additional Observations & Evaluation(s)

In addition to the observations required above, principals and other supervisors may make observations at any time during the school year as deemed necessary.

6. Evaluation Procedure

- a. Following the appropriate series of observations, the evaluator shall document the results thereof using the Evaluation Summary. The employee shall be provided with a copy of the evaluation report as soon as possible, but not more than five (5) working days after such Evaluation Summary is prepared.
- b. The employee shall sign the District's copy of the Evaluation Summary to indicate that the employee has received a copy of the Evaluation Summary. In the event an employee objects to the contents of the evaluation, said employee has the right of addendum within ten (10) days.
- c. Following the completion of each Evaluation Summary, a meeting shall be held between the evaluator and evaluatee to discuss the summary within five (5) working days unless otherwise arranged.
- d. Mechanical or electronic devices shall not be installed in any classroom or brought in on a temporary basis which will allow a person to be able to listen or record the procedures in any class without employee approval.
- e. Instructions for Observation and Evaluation Forms:
 - 1. Only three ratings shall apply for the evaluation report:
S: Satisfactory U: Unsatisfactory N: Not Applicable
 - 2. If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

- a. Description of the performance deficiency as it relates to the specific evaluative criteria.
- b. Recommendations for improvement which would constitute a satisfactory level of performance.
- c. Explanation of limiting accountability factors, if applicable.

7. Evaluation and Observation Criteria for Certificated Support Personnel

- a. Knowledge and scholarship in special field.
- b. Specialized skills.
- c. Management of special and technical environment.
- d. The support person as a professional.
- e. Involvement in assisting pupils, parents, and educational personnel.

8. Evaluation and Observation Criteria for Certificated Support Personnel

- a. Knowledge and scholarship in special field. Each certificated support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the educational environment grades K-12 and demonstrates the ability to integrate the area of specialty into the total school milieu.
- b. 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.
- c. 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.
- d. The support person as a professional. Each certificated support person demonstrates awareness of his/her limitations and strengths and demonstrates continued professional growth.
- e. 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.

9. Probation

- a. Probation requirements shall insure assessment of the charges of deficient performance and define the responsibility of the District and the certificated employee. All provisions of the evaluation provisions shall be followed before institution of the probation process. Such probationary process is to be implemented and completed within the time frame herein established. In implementing and carrying out the probationary procedure, the

following steps shall be followed:

- b. Step One: The Evaluator shall meet with the certificated employee in an effort to resolve matters relating to performance before probation is recommended. This conference shall be held within twenty (20) workdays of the last observation.
- c. Step Two: If the certificated employee is to be placed on probation, the Superintendent shall notify the employee by the end of the semester. Probation shall not commence prior to October 15. The probationary period shall be for a term as required by law. Such notification of probation shall be in writing and include the following:
 - i. A definition of the problem in terms of deficiency as related to the evaluation criteria.
 - ii. A program that is measurable, objective, specific, and time bound, delineating what constitutes acceptable performance in the problem areas defined.
 - iii. A prescription for remediation which specifies necessary employee action in order that said employee may attain an acceptable level of performance as determined by the District.
- d. Step Three: At the end of probation and after all the steps and processes of the probationary period have been followed, if the certificated employee does not demonstrate the acceptable level of performance originally stated in the probationary notification (the actual letter of probation and subsequent supportive evaluation documentation) then that certificated employee may be subject to non-renewal of contract.

Conversely, if at the end of probation and after all of the steps and processes of the probationary period have been followed, the certificated employee does demonstrate the acceptable level of performance as originally stated in the probationary notification (the actual letter of probation and subsequent supportive evaluation documentation) then the certificated employee shall be given a favorable evaluation for inclusion in the certificated employee's District personnel file. The favorable evaluation shall contain language which officially states the employee has been removed from probation.

Any employee, other than a provisional employee, receiving notification of non-renewal of contract, discharge, or adverse effect may elect to have the matter heard either by a hearing officer under statutory proceedings or an arbitrator in accordance with the grievance procedure. If arbitration is selected, the matter shall be commenced at the arbitration level.

SECTION M: CERTIFICATED CLASSROOM TEACHER EVALUATIONS

1. Purpose

The following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in RCW 28A.405.110:

- a. An evaluation system must be meaningful, helpful, and objective;

- b. An evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement;
- c. An evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and
- d. An evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.
- e. The evaluation process is one which will be implemented with collaboration between the evaluator and the employee.

2. **Definitions and Notes**

- **Criteria** shall mean the eight (8) state defined evaluation criteria.
- **Component** shall mean the sub-parts of each criterion.
- **Evaluator** shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the UW CEL, 5D instructional framework and rubrics contained in this agreement.
- **Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. It shall also mean any products generated, developed or used by a certificated teacher. Input from parents or anonymous sources shall not be used as evidence in an evaluation unless mutually agreed by the employee and evaluator.
- **Evidence collection** is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio. It shall be the responsibility of the evaluator and employee to gather evidence collaboratively.
- **Student Growth Data** shall be derived from multiple sources and must be appropriate and relevant to the teacher and subject matter. With the exception of formative assessments, student achievement data that is not calibrated to show growth between two points in time during the current school year and shall not be used to calculate a teacher's student growth criterion score. Assessments from the prior year, if selected by the teacher or required by law, may be used as evidence to show student growth.
- **Not Satisfactory** shall mean:
 - Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
 - Level 2: Basic – If the classroom teacher on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years in a row, or two years within a consecutive three-year period, the teacher is not considered to be performing at a satisfactory level.
- **Teacher** shall mean any certificated instructional staff member except counselors, ESAs, instructional coaches and library specialists.

3. **State Criteria and Framework**

- a. The following criteria will be used to evaluate certificated classroom teachers.

- i. Centering instruction on high expectations for student achievement;
- ii. Demonstrating effective teaching practices;
- iii. Recognizing individual student learning needs and developing strategies to address those needs;
- iv. Providing clear and intentional focus on subject matter, content, and curriculum;
- v. Fostering and managing a safe, positive learning environment;
- vi. Using multiple student data elements to modify instruction and improve student learning;
- vii. Communicating and collaborating with parents and school community;
- viii. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

b. The evidence-based instructional framework developed by UW Center for Educational Leadership 5-Dimensions (UW CEL, 5D) and approved by OSPI is the evaluation framework.

4. Criterion Performance Procedure and Scoring

- a. Each rating will be assigned the following numeric values:
 Unsatisfactory – 1 Basic – 2 Proficient – 3 Distinguished – 4
 - i. When there are more than two (2) components to a criterion, the average of the component scores will be the final criterion score.
 - ii. When a final criterion score includes a fractional number (for example 2.3), all scores with fractional values below .5 will be rounded down, and all fractional values .5 or above will be rounded up. (For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.
- b. Summative Evaluation Rating

All classroom teachers on comprehensive evaluation shall receive a summative evaluation rating for each of the eight (8) state evaluation criteria. The overall summative score shall be determined by totaling the eight (8) criterion-level scores as follows:

- i. 8-14 points— Unsatisfactory
- ii. 15-21 points—Basic
- iii. 22-28 points—Proficient
- iv. 29-32 points— Distinguished

- c. Student Growth Criterion Score
 - i. Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. For teachers undergoing a comprehensive evaluation the evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:
 - A. 5-12—Low
 - B. 13-17—Average
 - C. 18-20—High

ii. If a teacher receives an overall summative score of 4 (Distinguished) and a Low student growth score as shown above, s/he must automatically be moved to the Proficient (3) level for the summative score.

iii. If a teacher receives a Low student growth score on the summative evaluation, the teacher and evaluator will select one of the following activities in which to engage:

- A. Triangulate student growth measure with other evidence (including observations, artifacts, and student-related evidence) and additional levels of student growth based on classroom, school, district and state-based tools;
- B. Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- C. Schedule monthly conferences with the evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- D. Create and implement a professional development plan to address student growth areas.

5. Applicability and Implementation Plan

- a. This evaluation system only applies to employees as defined above.
- b. The long form and short form evaluations shall be conducted in accordance with the statutory requirements in RCW 28A.405.100.
- c. Every employee shall be notified by the end of the previous school year of their evaluator and whether they will be evaluated using a long or short form evaluation the following year. After an employee's evaluator is designated, the evaluator shall not be changed without good cause and the employee shall be notified of said change within ten school days.

6. General Evaluation Agreements

- a. Out of Content/Endorsed Areas - Evaluators shall not focus on evidence of content knowledge and pedagogy from classes or subjects outside the employee's certification and endorsements, unless the employee is assigned completely outside of endorsement.
- b. As per WAC 181-82-110 (3), no teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments," unless the teacher has not followed the proscribed plan as outlined in Article III, Section J, (3)(C) or as required by law. Teachers shall not be evaluated as a member of a team while teaching outside of their content or endorsed areas, except at the option of the teacher.
- c. All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to or record the proceedings of any class without prior knowledge and consent of the teacher.
- d. No hearsay or unsubstantiated complaints against an employee shall be included in any documentation pertaining to an evaluation.

- e. The evaluation system shall include steps taken by the District to insure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.
- f. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes. At least one (1) observation shall be for a minimum of twenty (20) minutes.

7. Professional Development

Prior to being evaluated under the CEL 5-D framework each teacher shall receive professional development in order to understand the framework and the evaluation process. Such professional development shall be provided as follows:

Each employee within fifteen (15) days of employment or within fifteen (15) days from the commencement of the school year, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms or information appropriate to the teacher's position and track in the evaluation cycle.

8. Provisional Teachers

- a. "Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
- b. All provisional teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
- c. All provisional teachers in the third year of provisional status shall be observed at least three times in the performance of their duties and the total observation time for the school year shall not be less than (90) ninety minutes.
- d. All provisional teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
- e. The principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all new teachers.

9. Procedures for Evaluation

a. General

- i. All classroom teachers shall be evaluated each school year by their assigned evaluator. In the event that circumstances prevent the assigned evaluator from performing an observation or an evaluation, his or her designee may do so. The administrator is referred to herein as the "evaluator."

- ii. If a teacher is assigned to two or more schools, their evaluator shall be identified by the end of the school year, and shall be based on the building in which the employee spends the majority of their time.
- iii. Evidence used in evaluations may come from sites other than the classroom.

b. Informal observation

- i. Information or data gathered during informal/drop-in/walkthrough visits to a teacher's classroom by his or her evaluator may be used as part of the evaluation when the evaluator posts his or her report of the informal observation to eVal within five (5) days.
- ii. Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

c. Formal Observations

All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes. Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation.

- i. Such formal observations will take place when the teacher is providing instruction to students.
- ii. Formal observations shall not be scheduled less than six (6) weeks apart, except in cases of emergencies or at the request of the teacher, in order to allow for conferencing and growth.
- iii. Teachers shall have the opportunity to provide unobserved evidence of having met certain criteria and goals.

d. Focused Evaluations

In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation rating of Proficient (level 3) or above in the previous school year may undergo a focused evaluation in lieu of a comprehensive evaluation. The summative score from the most recent comprehensive evaluation shall be used as the final rating under the Focused Evaluation. This will, in no case, be less than Proficient. Should a teacher provide evidence of exemplary practice on the chosen focused criteria, a level 4, distinguished, score shall be assigned by the evaluator. A focused evaluation includes an assessment of one of the eight criteria selected for an evaluation rating plus professional growth activities specifically linked to the selected criteria.

- i. Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, with evaluator agreement, plus the professional growth activities linked to that criterion. The role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.
- ii. The selected criterion may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention or other area of expertise to be further developed. A group of teachers may focus on the same evaluation criterion and share professional growth activities. Each teacher shall combine their self-assessment with the District and/or building initiatives and select one professional goal from the state criterion for the year. In addition, the teacher shall determine a student growth goal for Student Growth Component 3.1 or 6.1.
- iii. If the selected criterion for the focused evaluation is not observable in the classroom observations will be conducted where the selected criterion can be observed. No observation shall take place outside the classroom unless the evaluator has provided the teacher with notification.
- iv. Teachers shall have the option of being evaluated as a member of a team or as an individual.
- v. A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. Any transfer from focused to comprehensive evaluation must occur prior to December 15. Should the evaluator move an employee to comprehensive from focused, this notice must be in writing.

e. Comprehensive Evaluation

- i. All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation rating.
- ii. The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional Teachers and any classroom teacher who received a summative evaluation rating (either comprehensive or focused) of level 1 or level 2 in the previous school year.

f. Comprehensive Evaluation Steps

- i. Step 1: Self-Assessment
Before October 1st, each teacher shall reflect on their practice. This is a personal reflection of practice and the teacher has the option of sharing or not sharing the results with the evaluator. The self-assessment shall serve as a tool for the goal setting conference.

ii. Step 2: Goal Setting Conference

- A. Each teacher shall combine their self-assessment with the District and/or building initiatives and select two professional goals from the state criteria for the year. In addition, the teacher shall determine a student growth goal for Components SG 3.1, SG 6.1, and SG 8.1. (The goal for SG 6.1 and SG 8.1 may be the same goal.) The eVal goal setting tool shall be completed and sent to the evaluator prior to the goal setting conference.
- B. The evaluator shall review the eVal goal setting tool in advance of the conference and a conference date shall be determined.

iii. Step 3: Pre-Observation

- A. For formal observations, the teacher shall complete a lesson plan and send it to the evaluator prior to the scheduled pre-observation conference. The evaluator shall read the lesson plan in advance of the scheduled pre-observation conference.
- B. The teacher and evaluator shall meet and discuss the lesson plan and identify any specific areas of focus, establish a date for the formal observation, and discuss professional activities to be observed, including their content, objectives, strategies, and possible evidence to meet the scoring criteria. (The goals may be referenced, if applicable).

iv. Step 4: Observation

The evaluator shall conduct the observation of practice within five (5) working days of the pre-observation conference.

v. Step 5: Post-Observation

The evaluator shall prepare a report of the observation after the observation and share a copy of the report with the teacher within three (3) working days of completing it. The teacher may add to it or correct it, as necessary. If either the teacher or evaluator is unavailable to meet within the three (3) day period, the conference shall be re-scheduled to occur within three (3) school days of such cancellation. The teacher may notify the evaluator that the teacher waives the meeting to discuss the observation if the observation is scored "proficient" (3) or better.

vi. Step 6: Summative Assessment / Score

- A. No later than May 31, the teacher and evaluator shall meet to discuss the teacher's final summative score. At the end of the evaluative cycle, the teacher shall be invited to review the evidence accumulated throughout the school year in which the evaluation is conducted, including:
 - 1. Formal observation
 - 2. Informal observations
 - 3. Student growth data
- B. Employees shall have transparent access to all District data available.
- C. Multiple measures of student growth must be used in the evaluation process and such measures may include but are not limited to:

1. Classroom-based assessments
 2. School-based assessments
 3. District-based assessments
 4. State-based tools.
- D. Multiple measures may also be used as evidence to assess a teacher's professional performance against the instructional framework. Such measures, selected by the teacher in consultation with the evaluator, may include, but are not limited to the following:
1. Lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning
 2. Professional contributions consist of activities like curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, using exemplars, family engagement activities, parent communications, peer assistance and review, mentoring and support to others, coaching, and other leadership roles.
 3. Communications with parents may include, but not be limited to, phone calls, emails, grade reports, progress reports, and conferences.
 4. Examples of impacts student learning include student work samples and learning goals; District, school, and classroom assessment of students; student portfolios; formative and summative student growth data; student projects; and data walls.
 5. Teachers shall not be required to create evidence solely to meet the requirements of the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as evidence.
 6. Such multiple measures shall be selected by the teacher after consultation with the evaluator. Teachers may, but shall not be required to, submit evidence for completion of their evaluation cycle. Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available.
- vii. The teacher and evaluator discuss their overall assessment of the evaluation process, and their perceptions of the results of that process during the conference.
- viii. If an agreement cannot be reached on the final rating, the evaluator's decision shall be recorded and the teacher may follow the due-process provisions of this Agreement.
- ix. If the evaluator assigns the teacher a final summative score below Proficient (3), the teacher has the opportunity to provide more evidence within three (3) days of the final evaluation conference. The evaluator must provide evidence, which may include records showing the absence of evidence, establishing the employee's rating.

- x. If a classroom teacher who is a continuing contract employee with more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive three-year time period, then their performance shall be judged “unsatisfactory”.
- xi. All employees receiving an annual, final summative evaluation rating below level 3, Proficient, shall be given additional support by the District. Examples of such support include, but are not limited to, paid in-service training, release time to observe colleagues, option to transfer, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans. The employee and evaluator shall meet either prior to the end of the school year in which the “Basic” or “Unsatisfactory” rating was received, or at the beginning of the following school year, to mutually determine the kind of additional support that would best serve the employee.
- xii. Any teacher whose performance has been judged unsatisfactory shall be placed on probation any time after October 15 of the following year.
- xiii. The teacher will sign two (2) copies of the final evaluation. Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents, only that they have read it. The teacher may attach any written comments to observations and to the final annual evaluation report as well at any time.

g. Probation (Non-Provisional)

i. General

- A. Teachers who receive an annual evaluation rating of 1, unsatisfactory, shall be placed on probation. Teachers with more than five years of teaching experience and an annual evaluation rating of 2, basic, in any three consecutive years, shall be placed on probation. Provisional teachers and teachers who received a 2 or lower rating the previous year shall be on the comprehensive evaluation system.
- B. Teachers shall have the right to Association representation at all formal probationary meetings.

ii. Establishment of Probationary Period

- A. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer’s performance, as long as the probationary period is concluded before May 15th of the same school year.
- B. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation rating as of May 15 of less than Level 2 (Basic).

C. Before placing a teacher on probation, the following shall occur:

- (1) The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 25th. The employee shall have the opportunity to have an Association representative in attendance at the conference.
- (2) If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 31st. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee. The evaluator's recommendation for probation shall include the following:
 - a. A definition of the problem in terms of deficiencies in subcomponents of the evaluative criteria.
 - b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.
 - c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in the subcomponents in which the employee may need improvement, according to the criteria included on the evaluation instrument; and
 - d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.

D. The Superintendent shall review the evaluator's recommendation for probation. If the Superintendent determines that there is an alternative to probation, they may continue to work with the parties involved. If it is determined by the Superintendent that probation is warranted or required, then the Superintendent shall notify the employee in writing. At this time the evaluator shall meet with the employee and, at their request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.

E. Performance standards will not be greater for probationary employees than for other teaching staff. At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.

iii. Evaluation during the Probationary Period

- A. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.
- B. The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certified administrator from within the District or from outside the District.
 - (1). ESD Evaluator - If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate them.
 - (2). The ESD evaluator will do an evaluation independent of the original evaluator, but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations.
 - (3). The ESD evaluator will evaluate the employee using the evaluation process and instruments established above.
 - (4). During this time the employee will not be transferred from the supervision of the original evaluator.
- C. A teacher who is on a plan of improvement must be removed from probation if they have five (5) or fewer years of experience and score a 2 (Basic) or above, or if they are a teacher of more than five (5) years' experience and score a 3 (Proficient) or above.
- D. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
- E. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.

h. Evaluation Results and Record Keeping

i. Use of Results

- A. Evaluation results shall be used
 - 1) To acknowledge, recognize, and encourage excellence in professional performance.
 - 2) To document the level of performance by a teacher of their assigned duties.
 - 3) To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument

- 4) To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- 5) As one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

B. Evaluation results shall not be:

- 1) Shared or published with any teacher-identifying information, unless required by law.
- 2) Shared or published without prior notification to the individual and Association.
- 3) Used to determine any type of base or additional compensation.

C. Evaluators shall not consider school-wide, or District-wide, Summative Evaluation Ratings when evaluating individual teachers. (i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.)

ii. Recordkeeping

The District shall adhere to the following:

- A. A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- B. Teachers shall have access to their eVAL account in current, and subsequent, year(s).
- C. Teachers have access to anything entered into eVAL related to their evaluation, and an employee's profile shows any updates since the last time the employee logged on.
- D. Teachers shall not be required to share personal assessment information utilized within the eVAL system.
- E. Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
- F. Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

SECTION N: Non-renewal, Adverse Action, and Discharge

In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Ch. 28A.405 RCW.

ARTICLE IV - INSTRUCTION

SECTION A: ORIENTATION OF STAFF

New Staff: Proper orientation of new certificated employees is important to the continued success of the educational program; therefore, the District will provide: Two (2) paid days for orientation purposes.

SECTION B: PUPIL TEACHER RATIO

The District recognizes the need for classroom efficiency and will attempt to maintain a sufficient number of teachers, specialists, and aides to provide amply for all students. The District will continue to assume the responsibility of providing a wholesome atmosphere for

teaching that is conducive to the most effective learning by students.

The Association and the District pledge to work cooperatively to place students where they will be best served, taking into account such challenges as non- or Limited-English speaking students. In particular, the faculty and administration at all levels shall work together to attempt to create schedules and class loads which maximize the opportunity for students. High school and middle school principals are open to receiving staff input during the process of developing class schedules. Where agreement cannot be reached, the District retains the right to make the final classroom assignments.

The District will, where reasonably practical, distribute students proportionately between different sections of the same course or class. Distribution will be considered proportionate if the class size difference is five (5) or less students.

The District will convene a committee to review class size numbers and make recommendations to the parties on reasonable class size and workload targets. Recommendations are to be made to the bargaining teams no later than January 1, 2024, with bargaining to begin no later than April 1, 2024.

SECTION C: PREPARATION PERIOD

1. Grades 7-12 teachers shall be provided one (1) preparation period per day equal to one (1) instructional period of uninterrupted time.
2. The District will provide two hundred twenty-five (225) minutes of-preparation time per five-day week for teachers teaching grades kindergarten through six. This time will be scheduled by the building principal. A total of 225 minutes (forty-five (45) minutes per day) of this preparation time each five-day week will be uninterrupted.
3. Preparation time lost due to lock downs or other situations out of the control of the employee, shall be reimbursed at their per diem wage.

SECTION D: CLASSROOM OBSERVATION

The Board recognizes the desirability for patrons of the District to be familiar with the total educational program. It further recognizes that frequent or unannounced interruptions to the classroom can be detrimental to the educational process. To provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth.

1. All visitors to a school and/or classroom shall obtain the approval of the principal and if the visit is to a classroom, the time will be arranged after the principal has conferred with the certificated employee.
2. The certificated employee shall be afforded the opportunity to confer with the classroom observer before and/or after the observation.

SECTION E: STAFF DEVELOPMENT

1. The District recognizes that if an effective educational program is to be maintained in the District, it is necessary to provide continuing opportunities for the growth of the staff.
2. A continuing program of staff development must draw upon all resources available within and outside the District. It shall include opportunities for staff to participate through such methods as released time, early dismissal, and visitations. It shall make available in-service for college credit courses where feasible.
3. A full program of staff development activities should include but not be limited to the following types of opportunities:
 - a. Consultant and materials assistance for staff involved in curriculum innovation and change.
 - b. Workshops and classes to help certificated employees become more aware of the needs of the individual learner and to acquaint them with teaching-learning approaches which will be responsive to these needs.
 - c. Special classes to broaden career interests.
 - d. Activities to assist staff in self-evaluation of professional growth.
4. Late Start/Early Release Sessions: There will be three (3) sessions per year where students are in session two (2) hours less than normal. Late start/early release days will be used for grade preparation. These late starts/early releases will be scheduled on the days following the end of quarters.
5. Collaboration time will be scheduled District-wide according to the negotiated school calendar. Activities may include curriculum mapping and alignment, identifying essential learnings, unit planning, creating and scoring assessments, analyzing data and developing smart goals. Collaboration focuses on at least one of the following questions:

What do we want student to learn?
How will we know if they've learned it?
How will we respond when they don't learn?
How will we respond if they already know it?

The Board agrees to give all due consideration to proposals for additional time.

SECTION F: ACADEMIC FREEDOM AND RESPONSIBILITY

1. The presentation and discussion of controversial issues in the classroom should be on an informative basis. Employees should guard against giving their personal opinions on sectarian or political questions or any other controversial issues until the students have had the opportunity to find, collect, and assemble factual material on the subject; to reconsider

assumptions and claims; and to reach their own conclusions. By refraining from expressing personal views before and during the period of research and study, the employee is encouraging students to search after truth and to think for themselves. The development of an ability to meet issues without prejudice and to withhold judgments while facts are being collected, assembled, weighed, and relationships seen before drawing inferences or conclusions is among the most valuable outcomes of a free educational system.

The policy can best be described by listing three basic rights of the student:

- a. The right to study controversial issues which have political, economic or social significance on which, at their level, they should begin to have an opinion.
- b. The right to study under competent instruction in an atmosphere free from bias and prejudice.
- c. The right to access all relevant information freely available in school or public libraries.

Emotional criticism and the promotion of a cause within the classroom are inappropriate and unscholarly. The employee's attitude should be that of a true scholar which is truth seeking, open minded, and tolerant.

2. Certificated employees have the right to explore different methodologies and styles of teaching provided such is appropriate to the level and/or subject being taught; and are compatible with the District's initiatives.
3. The principles of academic freedom for certificated employees shall not supersede the basic responsibilities of the employee to the education profession. These responsibilities include:
 - a. A commitment to support the Constitution of the United States.
 - b. A concern for the holistic welfare, growth and development of children.
 - c. An insistence upon objective scholarship.
 - d. Utilization of current District-authorized courses of study.
4. Free interchange of ideas leading to clear understanding at the maturity level of pupils is expected as part of effective teaching. Any challenge of an employee's use of educational material on the basis of:
 - suitability,
 - presentation of ideas involving morality or patriotism
 - literary merit

shall receive the immediate attention of the employee's supervisor and Association representative to investigate the complaint lodged. Such investigation shall be completed within a reasonable time period provided the complainant has followed District procedure for review of such matters. The lodging of a complaint shall not automatically cause the suspension of a course and/or its content prior to an investigation without the consent of the affected employee.

SECTION G: STUDENT DISCIPLINE

1. In accordance with Washington Administrative Code, each certificated employee shall have the authority to impose discipline upon a student for misconduct, which violates written rules of the school district and individual classroom. If the student needs to be removed from the room, they may not be returned to that class or activity period or equivalent, without the approval of the teacher. Prior to the student being re-admitted to class, the employee will be informed about the action taken. In addition, each certificated employee shall have the authority to recommend to the administration a longer suspension and/or expulsion for misconduct based upon the severity of the infraction. There may be a conference between student, parent or guardian, principal and the teacher resulting in a signed agreement specifying the future behavioral expectations of the student.
2. Teachers shall submit a written code for individual classroom behavior to their respective building principal on or before the first day of school each year for approval.
3. The District shall provide for the use of diagnostic or therapeutic personnel and provide other support services including a separate adjustment location for the continually disruptive student. Re-admission of a student to a regular classroom may take place upon demonstrated acceptable behavioral changes.
4. The Board and the Superintendent shall support and uphold its certificated employees in their efforts to maintain discipline in the District in accordance with District discipline rules, such written rules to be distributed to each certificated employee at the beginning of the school year. Further, it shall be understood that the authority of certificated employees to use prudent disciplinary measures for the safety and well-being of pupils and employees is supported by the Board. In the exercise of authority by a certificated employee to control and maintain order and discipline, the certificated employee may use reasonable and professional judgment including reasonable use of physical restraint concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal or state laws or regulations.
5. The District shall conduct instructional meetings for certificated employees concerning all applicable federal, state, and local laws; and District rules, regulations, and procedures pertaining to student rights, employee rights, due process, and the processing of student discipline. These meetings will be held during the workday and at no cost to the certificated employee.

SECTION H: EMPLOYEE WORK CALENDAR

1. The work year calendars for 2023-24 and 2024-25 are set forth in Appendix D. The parties shall meet and exchange work calendar proposals for each subsequent work year no later than March 1. Following the initial meeting, the parties shall schedule meetings as necessary to reach a tentative agreement by April 15.
2. Changes in the work year calendar shall be made only after consultation between the District and Association.

3. On Fridays unless students have been released early, and all days before holidays, employees will be allowed to leave the school building after the students have departed and the buses have left.

SECTION I: STUDENT DETENTION

Teachers and other certificated employees shall have the authority to detain students under their supervision for up to forty (40) minutes after the regular hour for student dismissal. Detention will not extend beyond the time of the departure of the bus upon which the student rides unless prior arrangements have been made with the student's parents or guardian.

SECTION J: STAFF BULLETIN

The building level principal or designee shall provide a weekly schedule of upcoming activities to all concerned employees.

A copy of each weekly schedule: High school, middle school, intermediate school and elementary school will be sent via email at each building level.

SECTION K: SUPPLIES

The District shall provide basic supplies, including copy paper and curriculum materials. At the elementary level, each classroom will have an annual allocation of six hundred dollars (\$600.00) for classroom or supplemental instructional materials, seven hundred dollars (\$700.00) for kindergarten classrooms. At the middle school, each classroom will have an annual allocation of four hundred (\$400.00) for classroom or supplemental instructional materials. Employees or departments may make specific requests to the building principal for classroom or instructional materials that exceed the annual allocation or are a special need.

ARTICLE V - DURATION AND SIGNATORY PROVISION

- A. This agreement shall be effective from September 1, 2023 up to and including August 31, 2026.
- B. Each annual school calendar shall be negotiable.
- C. This Contract may be reopened at any time with the mutual consent of the parties.
- D. At the option of each party, written bargaining proposals may be submitted to each other no later than May 1st. This date may be extended by mutual agreement.

Executed this 25 day of September, 2023 at Royal City by the undersigned officers by the authority of and on behalf of the Royal Board of Education and the Royal Education Association.

ROYAL EDUCATION ASSOCIATION

Heidi Miller
President

REA Negotiator

THE DISTRICT

[Signature]
Board Chairman

[Signature]
Superintendent

VEBA MEMORANDUM OF UNDERSTANDING

Royal School District (Employer) has adopted the health reimbursement arrangement (HRA) plans offered and administered by the Voluntary Employees' Benefit Association Trust for Public Employees in the State of Washington (collectively the "Plans"): the "Standard HRA Plan," which shall be integrated with another qualified group health plans and to which the Employer shall remit contributions only on behalf of eligible employees who are enrolled in or covered by such qualified group health plans and any other contributions that may be permitted under applicable law from time to time; and the "Post-separation HRA Plan" to which the District may remit contributions on behalf of eligible employees, including eligible employees who are not enrolled in or covered by another qualified group health plans, and which shall provide benefits only after an eligible participant separates from service or retires. District agrees to contribute to the Plans on behalf of all employees in the Royal Education Association defined as eligible to participate in the Plans. Each eligible employee must submit a completed and signed Enrollment Form to become an eligible participant and become eligible for benefits under the Plans.

The parties agree that the following VEBA provisions shall be in full force for the 2023-24 work year:

- 1). For employees who are eligible for annual sick leave cash-out pursuant to RCW 28A.400.210 (1), the proceeds of the cashed-out leave shall be contributed to the employee's VEBA account.
- 2). Employees who retire or separate from service: eligibility for contributions at retirement or separation from service is limited to employees who retire or separate from service with sick leave cash-out rights.
- 3). All employees cashing out sick leave as provided in paragraphs 1 and 2 above will have the proceeds of that leave deposited to their VEBA accounts. While this agreement is in effect there is no direct cash-out to employees.

ROYAL EDUCATION ASSOCIATION

Shadi Milh
President
Date: 9.26.23

P. Carter
REA Negotiator
Date: 9/27/23

THE DISTRICT

[Signature]
Board Chairman
Date: 10/8/2023

[Signature]
Superintendent
Date: 9/26/23

APPENDIX A

ROYAL SCHOOL DISTRICT NO. 160

GRIEVANCE REVIEW REQUEST

This form must be used when requesting a review on your grievances.

The completed, signed Grievance Review Request must be submitted in presenting grievances at Steps 1, 2, and 4. The form must be addressed and delivered to the appropriate administrative supervisor at Step 1, and to the Superintendent at Steps 2 and 4.

TO: _____
Name Title

GRIEVANT'S NAME: _____

ADDRESS: _____

POSITION (OR TITLE): _____

SCHOOL: _____ DEPARTMENT: _____

1. Consistent with the procedure for adjusting grievances, I have taken the following actions (indicate specifically by name and title who has officially reviewed the grievance to date):

Step 1 _____

Step 2 _____

2. The nature of my grievance is:

3. The adjustment I am recommending and seeking is:

APPENDIX B

TO: Payroll
FROM:
RE: Transfer of Sick Leave

According to the Master Contract between the Royal School District and the Royal Education Association, all employees represented by the REA may donate a portion of their accumulated sick leave to a District employee if that employee is eligible for shared leave. Staff who have accumulated more than twenty-two (22) days may donate sick leave to other employees in any twelve (12) month period. No transfer of sick leave shall result in an employee's account going below twenty-two (22) days. Each employee's accumulated sick leave is printed on the monthly pay receipt.

Please complete the following information and return this form to the Payroll Office.

I hereby donate part of my accumulated sick leave.
Please reduce my accumulated sick leave by _____ days.

Signature

Date

APPENDIX C

ROYAL SCHOOL DISTRICT NO. 160

EVALUATION REPORT – CERTIFICATED STAFF NOT INVOLVED IN TPEP (NOT INCLUDING CERTIFICATED SUPPORT PERSONNEL)

Employee: _____ Observation Date: _____

School: _____ Grade: _____

Subject: _____ Evaluator: _____

Directions: This worksheet is the basic device to help evaluators record observation data to established evaluative criteria. The evaluator shall complete an observation worksheet in conjunction with each formal observation. This will serve as the primary basis for the post observation conference. Supplemental data may be used to support ratings.

If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

- (a) Description of the performance deficiency as it relates to the specific evaluative criteria.
- (b) Recommendations for improvement which would constitute a satisfactory level of performance.
- (c) Explanation of limiting accountability factors, if applicable

Rating: (S) Satisfactory (U) Unsatisfactory (N) Not Applicable

.....

PROFESSIONAL PREPARATION AND SCHOLARSHIP

___ __ 1.1 Selects and implements instructional methods appropriate to the pupils taught and desired outcomes.

___ __ 1.2 Remains current in the educational field through course work, in-service activities, professional literature, conferences, workshops, etc.

COMMENTS SECTION 1:

PROFESSIONAL RESPONSIBILITY

- ___ 2.1 Is punctual and dependable
- ___ 2.2 Renders prompt and accurate reports
- ___ 2.3 Maintains professional behavior (e.g., professional interaction with students, confidentiality, professional ethics, etc.)
- ___ 2.4 Performs necessary clerical responsibilities (e.g., attendance records, lessons plans, report cards, IEP, writing activities)
- ___ 2.5 Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)
- ___ 2.6 Shares in responsibilities of building management

COMMENTS SECTION 2:



KNOWLEDGE OF SUBJECT MATTER

- ___ 3.1 Possesses and maintains competence in subject matter.
- ___ 3.2 Keeps abreast of new developments, ideas, and events in the subject matter areas.
- ___ 3.3 Considers the relationship between one's subject matter field and other disciplines or subjects
- ___ 3.4 Exhibits breadth of knowledge in general education, or pursuit of such knowledge.

COMMENTS SECTION 3:



INTEREST IN TEACHING PUPILS

- ___ 4.1 Develops rapport with student as an individual in a professional manner.
- ___ 4.2 Deals with personal information and communication in an ethical manner.
- ___ 4.3 Evaluates individual student progress regularly and maintains records for report card and/or parent conferences.
- ___ 4.4 Provides guidance and assistance for students.
- ___ 4.5 Exhibits enthusiasm and interest in dealing with students.

COMMENT SECTION 4:

INSTRUCTION SKILL

- ___ 5.1 Establishes immediate and long range objectives, consistent with the educational goals of the district.
- ___ 5.2 Utilizes teaching techniques which are consistent with the selected objectives:

- (a) Makes provisions for individual differences in ability and interest among students
- (b) Makes effective use of instructional equipment, materials, and resource personnel
- (c) Provides for effective evaluation of student progress
- (d) Plans and implements lessons, but permits flexibility

- ___ 5.3 Gives explanations, assignments, and directions clearly
- ___ 5.4 Makes reasonable and appropriate assignments.
- ___ 5.5 Motivates students by making lessons interesting and challenging.
- ___ 5.6 Assists students in developing acceptable work habits and study skills.
- ___ 5.7 Helps students to gain a general education by developing skills in reading, writing, speaking, listening and computation.

COMMENTS SECTION 5:



CLASSROOM MANAGEMENT

- ___ 6.1 Selects and prepares equipment and materials in advance of lesson.
- ___ 6.2 Maintains orderly, attractive and stimulating classroom environment and atmosphere.
- ___ 6.3 Provides adequate plans and schedules.
- ___ 6.4 Instructs and supervises students in the proper care and maintenance of facilities, furniture, and equipment.
- ___ 6.5 Uses planning time efficiently and effectively.

COMMENT SECTION 6:

PROFESSIONAL ACTIVITIES AND GOALS:

COMMENTS OF EVALUATOR:

COMMENTS OF EMPLOYEE:

COMMENTS OF EMPLOYEE CONCERNING FACTORS WHICH MAY HAVE AFFECTED THIS OBSERVED LESSON:

I have read the above evaluation summary. My signature does not necessarily indicate agreement.

Signature of Evaluator
Date

Signature of Employee

Evaluatee has option of 24 hours for review before signing.

Certificated Support Personnel Evaluation Documents

ROYAL SCHOOL DISTRICT NO. 160

EVALUATION REPORT—CERTIFICATED SUPPORT PERSONNEL

Employee: _____ Observation Date: _____

School: _____ Grade: _____
Assignment: _____ Evaluator: _____

Directions: This worksheet is the basic device to help evaluators record observation data to established evaluative criteria. The evaluator shall complete an observation worksheet in conjunction with each formal observation. This will serve as the primary basis for the post observation conference. Supplemental data may be used to support ratings.

If a rating of Unsatisfactory (U) is given, the evaluator must include the following in the narrative section of the forms with sufficient documentation and evidence to support such a rating:

- (a) Description of the performance deficiency as it relates to the specific evaluative criteria.
- (b) Recommendations for improvement which would constitute a satisfactory level of performance.
- (c) Explanation of limiting accountability factors, if applicable.

Rating:	(S) Satisfactory	(U) Unsatisfactory	(N) Not Applicable
---------	------------------	--------------------	--------------------

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD

- ___ 1.1 Demonstrates a depth and breadth of knowledge of theory and content in the special field.
- ___ 1.2 Demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12.
- ___ 1.3 Demonstrates the ability to integrate the area of specialty into the total school milieu.

COMMENTS SECTION 1:

SPECIALIZED SKILLS

- ___ 2.1 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention.
- ___ 2.2 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of instruction.
- ___ 2.3 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of remediation.
- ___ 2.4 Demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of evaluation.

COMMENTS SECTION 2:

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- ___ 3.1 Demonstrates an acceptable level of performance in managing and organizing the special materials essential to the specialized programs.
- ___ 3.2 Demonstrates an acceptable level of performance in managing and organizing the special equipment essential to the specialized programs.
- ___ 3.3 Demonstrates an acceptable level of performance in managing and organizing the special environment essential to the specialized programs.

COMMENTS SECTION 3:

THE SUPPORT PERSON AS A PROFESSIONAL

- ___ 4.1 Demonstrates awareness of his/her limitations and strengths.
- ___ 4.2 Demonstrates continued professional growth.
- ___ 4.3 Is punctual and dependable.
- ___ 4.4 Renders prompt and accurate reports.
- ___ 4.5 Maintains professional behavior (e.g., professional interaction with students, confidentiality, professional ethics, etc.)
- ___ 4.6 Performs necessary clerical responsibilities.
- ___ 4.7 Maintains positive professional interactions with other educational personnel (e.g., cooperates, shares information, works as a team member, etc.)

ROYAL SCHOOL DISTRICT NO. 160

CERTIFICATED SUPPORT PERSONNEL EVALUATION SUMMARY

Employee:

Assignment:

Caseload:

Evaluator:

TYPE OF EVALUATION:

Annual _____	Observation date & time _____
90 Day _____	Observation date & time _____
Drop In _____	Observation date & time _____
Pre-arranged _____	Observation date & time _____
Other _____	Observation date & time _____

PROFESSIONAL CHARACTERISTICS

CRITERION	S U N	CRITERION	S U N
1. Knowledge and Scholarship in Special Field		4. The Support Person as a Professional	
2. Specialized Skills		5. Involvement in Assisting Pupils, Parents, and Educational Personnel	
3. Management of Special and Technical Environment			

COMMENTS OF EVALUATORS:

COMMENTS OF EMPLOYEE:

COMMENTS OF EMPLOYEE CONCERNING FACTORS WHICH MAY HAVE AFFECTED THIS OBSERVATION:

agreement.

Signature of Evaluator () date

Signature of Employee () date

ROYAL SCHOOL DISTRICT NO. 160

CERTIFICATED SUPPORT PERSONNEL
PROFESSIONAL GROWTH PLAN VERIFICATION

Name: _____

Assignment: _____

Supervisor: _____

Year: _____

Professional Growth Goal(s):

Identify method(s) of assessing the success of goals:

Signature of Supervisor ()
date

Signature of Employee ()
date

Appendix D 2023-2024 Calendar

ROYAL SCHOOL DISTRICT STAFF INFORMATION

2023

AUGUST

MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER

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

FEBRUARY

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

MAY

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

1st day of new qtr.

SEPTEMBER

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

MARCH

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JUNE

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

OCTOBER

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

2024

JANUARY

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

APRIL

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

PROFESSIONAL DEVELOPMENT DAYS

MANDATORY		OPTIONAL	
23-Aug	Day 1	Day 5	25-Aug
Floater	Day 2	Day 6	6-Oct
Floater	Day 3	Day 7	1-Mar
24-Aug	Day 4	Day 8	13-Jun

2023-2024 CALENDAR

NO SCHOOL DAYS	
Ext. Labor day	Sept. 1
Labor Day	Sept. 4
Teacher In-Service	Oct. 6
Veterans Day	Nov. 10
Thanksgiving	Nov. 23-24
Winter Break	Dec. 18 - Jan. 1
MLK Day	Jan. 15
Presidents' Day	Feb. 19
Teacher In-Service	Mar. 1
Spring Break	Apr. 1-5
Ext. Memorial day	May 24
Memorial Day	May 27

* 2 HR LATE START-PLC	
Sept. 11, 18, 25	
Oct. 9, 16, 23	
Nov. 13, 27	
Dec. 4, 11	
Jan. 8, 29	
Feb. 5, 12	
Mar. 4, 11, 18, 25	
Apr. 15, 22, 29	
May 6, 13	

GRADE PREP 2 hour late start	
Oct. 30	
Jan. 22	
Feb. 26	
Apr. 8	

12:15 pm - EARLY RELEASE	
Conferences	Nov. 6-9
Thanksgiving	Nov. 22
Conferences	Feb. 29

SCHOOL STARTS	29-Aug
HS GRADUATION	7-Jun
SCHOOL ENDS	12-Jun

**Certificated Base Salary Schedule
2023-2024**

	BA	BA+30	BA+60	BA+90/MA	BA+120/MA+30	BA+150/MA+60	BA+180/MA+90
0	52,721	55,199	57,676	60,154	62,632	65,111	67,983
1	54,902	57,381	59,859	62,337	64,814	67,292	70,355
2	57,085	59,564	62,041	64,519	66,997	69,474	72,728
3	59,267	61,745	64,224	66,701	69,179	71,657	75,100
4	61,450	63,927	66,405	68,884	71,361	73,839	77,473
5	63,632	66,110	68,587	71,065	73,544	76,022	79,845
6	65,814	68,292	70,770	73,248	75,725	78,204	82,218
7	67,997	70,475	72,952	75,430	77,908	80,385	84,590
8	70,178	72,657	75,135	77,612	80,090	82,568	86,963
9	72,361	74,838	77,317	79,795	82,272	84,750	89,335
10	72,361	77,021	79,498	81,977	84,455	86,933	91,708
11	72,361	79,203	81,681	84,160	86,637	89,115	94,080
12	72,361	79,203	83,863	86,341	88,819	91,297	95,952
13	72,361	79,203	86,046	88,523	91,001	93,479	98,588
14	72,361	79,203	86,046	90,706	93,183	95,661	101,224
15	72,361	79,203	86,046	92,888	95,366	97,844	103,860
16	72,361	79,203	86,046	95,071	97,548	100,026	109,638

2023-24 Substitute Rates

Emergency Substitutes: \$160/day
 Classified Emergency Substitutes: \$175/day
 Certificated Substitutes: \$205/day

updated 7.24.23