

September 1, 2016 – August 31, 2019

COLLECTIVE BARGAINING AGREEMENT

between

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

representing

Certificated



Spokane Education Association
Sea


Spokane Public Schools
excellence for everyone

CERTIFICATED TABLE OF CONTENTS

PREAMBLE	4
ARTICLE I – ADMINISTRATION.....	6
Section 1 – Definitions	6
Section 2 - Recognition	7
Section 3 – Conformity to Law	7
Section 4 – Nondiscrimination	8
Section 5 – Embodiment	8
Section 6 - Contract Waiver Process	8
Section 7- Distribution of Agreement	9
ARTICLE II – BUSINESS.....	11
Section 1 - Administration of the Agreement	11
Section 2 - Committees	11
Section 3 – Dues Deduction	12
Section 4 - Association Rights	13
Section 5 – Management Rights	14
Section 6 - No Strike/No Lockout.....	15
ARTICLE III – INSTRUCTION	16
Section 1 - Academic Freedom	16
Section 2 - Curriculum/Materials.....	16
Section 3 - Assessment	17
Section 4 – Grading.....	19
Section 5 - Parent/Teacher Conferences	20
Section 6 - Student Discipline	21
Section 7 - Lesson Plans	23
Section 8 - Title I Funding.....	23
Section 9 - Special Needs Assessments.....	23
Section 10 - Special Education Procedures and Services	24
Section 11 - Instructional Coaches.....	24
Section 12 - Early Intervention Services.....	24
ARTICLE IV – PERSONNEL.....	26
Section 1 - Individual Contracts	26
Section 2 - Employee Files	27
Section 3 - Progressive Discipline.....	29
Section 4 - Employee Protection.....	30
Section 5 – Indoor Air Quality	31
Section 6 – Worker’s Compensation.....	32
Section 7 – Loss and/or Damage of Personal Property.....	33
Section 8 - Loss or Damage of District Property	34
Section 9 – Threat and/or Assault on an Employee	34
Section 10 - Classroom Visitation	35
Section 11 – Potentially Dangerous Students and Patrons.....	35
Section 12 –Student Health Needs	36
Section 13 - Employee Facilities.....	36
Section 14 – School Decision Making.....	38
Section 15 – Building Budgets.....	39
Section 16 - Job Descriptions	39
Section 17 – Seniority List/Certification and Endorsement List.....	40
Section 18 - Assignments and Transfer	41

Section 19 - Moves Related to Involuntary Transfer, Reassignment and/or Classroom/Office Movement	52
Section 20 - Certificated Staff Layoff Process	53
Section 21 - Position Sharing	57
Section 22 – Emergency School Closures.....	58
Section 23 - Employee Work Year	58
Section 24 – Summer School	59
Section 25 - Employee Workday	62
Section 26 – Extra Duties	63
Section 27 - Staff Meetings.....	63
Section 28 - Professional Peer Learning.....	63
Section 29 - Preparation Periods	64
Section 30 – General Education Workload	67
Section 31 - Special Education Workload	73
Section 32 – ESA Workload	78
Section 33 - Skill Center Employees	81
Section 34 – Option Schools	89
Section 35 – Online Learning (Spokane Virtual Learning [SVL] and Skill Center)	90
Section 36 – Montessori	92
Section 37 - Substitute for Principal.....	93
Section 38 - Department Leaders	93
Section 39 - Substitute Teachers.....	96
Section 40 – Classroom Certificated Staff Evaluation	97
Section 41 – Non-Classroom Certificated Staff Evaluation	115
Section 42 - Summer Mail Delivery	122
Section 43 – Training.....	122
Section 44 – Student Workplace Training Opportunities	122
Section 45 – School Calendar	123
Section 46 – Walkthroughs	124
Section 47 - Volunteer Opportunities	125
ARTICLE V – LEAVES & LEAVES OF ABSENCE.....	126
Section 1 – Notice	126
Section 2 – Sick, Family Care and Emergency Leave	126
Section 3 - Shared Leave Pool	128
Section 4 - Family and Medical Leave	128
Section 5 - Maternity Leave	129
Section 6 - Parenting Leave.....	130
Section 7 - Bereavement Leave.....	130
Section 8 - Annual/Vacation Leave	130
Section 9 - Jury Service	131
Section 10 - Sabbatical Leaves	131
Section 11 - Association President’s Leave	132
Section 12 - Association Leave	133
Section 13 - Public Service Leave	133
Section 14 - Temporary Absence	134
Section 15 - Educational Meetings and Community Service Leave	134
Section 16 - Subpoena Leave	135
Section 17 - Miscellaneous Leaves.....	135
Section 18 - Return from Leave	136
Section 19 - Employee Attendance Incentive Program	136

ARTICLE VI - SALARY AND BENEFITS	138
Section 1 - Method of Payment	138
Section 2 - Salary Improvement	139
Section 3 – Compliance	139
Section 4 - General Provisions for Salary Schedule	139
Section 5 – Reporting	140
Section 6 - Building-Level Support Staff Salary Schedule	140
Section 7 - Department Leader Stipend	142
Section 8 – Substitute Teacher’s Salary Schedule	143
Section 9 – Miscellaneous Hourly Rates for Certificated Employees	143
Section 10 – Additional Enrichment Hours for Nurses and Elementary Counselors	143
Section 11 – Base Contract	144
Section 12 -Enrichment Activities:	144
Section 13 – Stipends	146
Section 14 – Benefits	148
Section 15 - Mileage Allowance/Use of Personal Vehicles	150
ARTICLE VII - SETTLEMENT OF GRIEVANCES	152
Section 1 – Definitions	152
Section 2 - Time Limits	152
Section 3 - Limitations of Grievances	153
Section 4 - No Reprisals	153
Section 5 - Submission of Grievances	153
Section 6 - Grievance Processing Steps	153
Section 7 – Arbitration Costs	155
ARTICLE VII - DURATION AND SIGNATORY PROVISION	156
ADDENDUM A – SALARY SCHEDULE	157
ADDENDUM B - FAMILY AND MEDICAL LEAVE	158
ADDENDUM C – EVALUATION CRITERIA FOR CERTIFICATED REGIONAL SUPPORT STAFF	161
ADDENDUM D – EVALUATION CRITERIA	164
ADDENDUM E 1 – SCHOOL CALENDAR 2016-2017	166
ADDENDUM E 2 – SCHOOL CALENDAR 2017-2018	168
ADDENDUM E 3 – SCHOOL CALENDAR 2018-2019	169
ADDENDUM F - INDIVIDUAL EMPLOYMENT CONTRACT	170
ADDENDUM G - PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR	171
ADDENDUM H – CONTRACT WAIVER APPLICATION	172
ADDENDUM I- MEMORANDUM OF UNDERSTANDING SCHOOL LIBRARY TASK FORCE	173
ADDENDUM J – BENEFITS MEMORANDUM OF UNDERSTANDING	175
ADDENDUM K - MEMORANDUM OF UNDERSTANDING	176
ADDENDUM L- MEMORANDUM OF UNDERSTANDING HIGH SCHOOL SCHEDULE TASK FORCE	178
ADDENDUM M- SPOKANE PUBLIC SCHOOL DISTRICT PROFESSIONAL GROWTH PLANNING FORM	180
ADDENDUM N - OPTION 3 PROFESSIONAL GROWTH PLAN VERIFICATION FORM ...	181

ADDENDUM O - OPTION 3 PROFESSIONAL GROWTH LOG.....	182
INDEX.....	183

PREAMBLE

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

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

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

- engage in open, honest, and appropriate communication
- share information, knowledge, and experience
- address concerns through collaborative problem solving
- refrain from making judgments until we have a clear understanding of the issues involved
- provide individuals with the opportunity to be involved in those decisions that directly affect their work situation
- value each individual in the organization and respect individual differences
- encourage innovation and risk-taking with a focus on the improvement of student learning

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

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

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

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

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

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

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

ARTICLE I – ADMINISTRATION

Section 1 – Definitions

- A. The term "District" shall mean the Spokane School District #81, Spokane County, Washington State, or its agents.
- B. The term "Board" shall mean the Board of Directors of the District.
- C. The term "Association" and/or "Union" shall mean the Spokane Education Association, which is affiliated with the Washington Education Association, and the National Education Association.
- D. The term "parties" shall mean the District and the Association.
- E. The term "Agreement" shall mean this collective bargaining agreement, which shall be signed by the parties.
- F. The term "employee" shall mean any member of the bargaining unit as set out in this Agreement.
- G. The term "day" shall mean any day the District Business Office is open for business with the public unless otherwise specified in specific sections of this Agreement.
- H. The term "Superintendent" shall mean the chief administrative officer of the District or his/her designee.
- I. The term "President" shall mean the President of the Association or his/her designee.
- J. The term "state seniority" shall mean length of regular contract service an employee has with the District and includes length of certificated service transferred from other Washington public and accredited private schools. Service from another Washington public school will be calculated on the same basis that is used to calculate service for those who have served in the District.
- K. The term "district seniority" shall mean the length of time an employee has worked for the District.
- L. The term "program" shall mean District level programs eligible for reassignment within program and across buildings. Currently, these are identified as, K-6 Music, K-6 Art, K-6 Fitness and Health, K-8 Montessori, K-6 Title 1/LAP, K-6 School Counseling, 7-12 School Counseling, K-12 BI, K-12 DI, K-12 MHOH, Special Education Pre-school, K-6 Resource, 7-12 Resource, Occupational Therapists, Physical Therapists, School Psychologists, Speech Language Pathologists, K-12 ESL, K-12 Autism, K-12 Vision, K-12 Deaf Education, School Nurses, Instructional Support Service Specialists, Behavior Intervention Specialists, Education Specialists.

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

Section 2 - Recognition

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

Section 3 – Conformity to Law

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

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

Section 4 – Nondiscrimination

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

Section 5 – Embodiment

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

Section 6 - Contract Waiver Process

- A. Sites wishing to apply for a waiver shall work in conjunction with building administrators, building leadership teams, and SEA building representatives to develop contract waivers. Sites are encouraged to communicate early in the development process with the Labor Management.
- B. Any site wishing to apply for a waiver from the collective bargaining agreement must follow the process outlined below and consider all affected staff:
 - 1. The waiver request must be in writing and shall specify the following (see contract waiver form in Addendum H):

- a. The contract provisions to be waived.
 - b. The goal, objective or action that requires the waiver.
 - c. The policy, guidelines or procedures that replace the contract provisions to be waived.
2. Once formalized in writing, building administrators and SEA representatives shall send the waiver to SEA and the District. Any change to the written waiver will be communicated to SEA and the District. "Affected SEA members" shall be identified by the District and Association.
 3. The building shall hold at least one (1) meeting to discuss the waiver and all members shall receive a copy of the waiver request. Building, Association and District representatives may be involved in the meeting.
 4. All affected SEA members in the building shall vote on the waiver request. "Voting shall be done by confidential, paper ballot or an anonymous on-line voting system.
 5. The ballots shall be tallied by SEA building representative(s) and the principal or designee.
 6. Eighty-five percent (85%) or more of the affected SEA members must vote to approve the waiver request in order for it to continue the process for approval.
 7. The building representative(s) shall forward the waiver request to the Association President for consideration by the Executive Board at their next regularly scheduled meeting.
 8. Should the Executive Board approve the waiver request, the Association President shall forward it to the Superintendent for consideration by the School Board at their next regularly scheduled meeting.
- C. Only after the entire process has been completed and all parties have approved, can the waiver be put into effect. Waivers shall be in effect for one (1) school year only and can be renewed for one (1) additional year by a majority vote, unless an approved grant requires a multi-year commitment. Minor changes to the waiver that do not change the intent, can be approved at the building level by a majority vote. A permanent change to the contract may be considered in the next bargaining negotiation sessions.
- D. Except to the extent waived, this Agreement shall remain in full force and effect.

Section 7- Distribution of Agreement

- A. Following ratification and signing of this Agreement, the District shall print a mutually determined number of copies of this Agreement. The Association will accept the Agreement on behalf of the employees and will be responsible for distribution of the copies. Additional copies shall be provided to the Association.

- B. The cost of printing the Agreement shall be borne equally by the District and the Association. The District and the Association shall jointly agree to the format and shall proof the Agreement prior to the printing.
- C. There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District, and one (1) by the Association.

ARTICLE II – BUSINESS

Section 1 - Administration of the Agreement

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

Section 2 - Committees

- A. The District shall inform the Association at Labor Management or Leadership Team meetings when District committees are to be formed. It will be determined at Labor Management if the committee shall be a joint committee or a District committee.
 - 1. An SEA Representative shall not be excluded from attending a District committee meeting as an observer.
 - 2. A joint committee shall have equal representation of District representatives and SEA representatives. SEA representatives shall be appointed by the SEA President. The District and its designees are not obligated to make known the formation of committees which are not composed of represented employees.
- B. Special Committee on Co-Teaching
 - 1. The Co-Teaching Committee will make recommendations for potential changes to the collective bargaining agreement to reflect general education and special education co-teaching.
 - 2. The task force recommendation will include descriptions of:
 - a. At least one (1) model for co-teaching in the general education elementary setting
 - b. At least one (1) model for co-teaching in the general education secondary setting
 - c. At least one (1) model for co-teaching involving general education and special education staff
 - d. Estimated costs of implementing recommendations, including major assumptions, including professional development and other supports necessary for implementation.

3. The task force will be made up of equal numbers of District and Association representatives.
 4. The task force will begin in September 2016. An interim report will be provided to the Superintendent and SEA President by January 31, 2017. The final report will be provided to the Superintendent and SEA President by March 31, 2017. The final report will be advisory to both parties and may be used by the parties in future bargaining and budget discussions.
- C. Curriculum study/adoption committees will be made up of at least as many teachers as administrators and will recommend to the Board materials to be used.

Section 3 – Dues Deduction

A. Association Dues

1. Association dues are determined by the SEA. Questions about dues should be directed to the SEA. Changes to dues deduction amounts shall be provided to the District by September 1st of each year.
2. Any changes to dues deduction amounts for individuals shall be provided to the District by the 10th of each month.
3. The Association shall have the right to have deducted from the salary of members of the Association, an amount equal to the fees and dues required for membership in the Spokane Education Association, WEA and NEA. Payroll deduction shall also be available for those employees belonging to WEA-PAC and the NEA Fund for Children and Public Education.
4. The dues deduction form and authorization shall remain in effect from year to year, unless withdrawn in writing by the employee.

B. Representation Fees

1. No members of the bargaining unit will be required to join the Association; however, those employees who are not Association members, but are members of the bargaining unit, will be required to pay a representation fee to the Association.
 - a. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit.
 - b. The amount of the representation fee will be determined by the Association, and transmitted to the District Business Office in writing by September 1st of each year.

- c. Individuals who were employees of the District but not members of the Association during the 1980-1981 contract year may be exempt from the requirements of this section.
- 2. In the event that the representation fee is regarded by an employee as a violation of their right to non-Association, such bona fide objections will be resolved according to law.
 - a. Any employee objecting to the representation fee based on bona fide religious tenets, or teachings, or a church, will notify the Association and District of such objection in writing.
 - b. Upon filing of such objection, and after it has been determined that an employee has a bona fide religious objection to the payment of the representation fee, the employee and the Association shall agree on an appropriate secular charity.
 - c. In the event agreement cannot be reached, the charity shall be designated by PERC pursuant to the law.
- 3. The District agrees to notify the Association by October 1 of each year which members are on leave from the bargaining unit in order to take a temporary administrative assignment (i.e. TOSA, Principal Assistant) so that the Association will not collect dues from the employee during the school year.
- C. The Association will indemnify, defend, and hold the District harmless against any claim made and any suit instituted or judgment rendered against the District resulting from any deduction of the Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the Association shall select the attorney(s).

Section 4 - Association Rights

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

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

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

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

- E. The Association and its members shall have the right to use the District email and other electronic communication systems consistent with District policy and state law. Electronic files exist and are subject to public disclosure.
- F. The District agrees to furnish the Association all public records pursuant to state law.
- G. SEA will be authorized to hold four (4) school/site meetings a year during the thirty (30) minutes before or after the student day.

Section 5 – Management Rights

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

Section 6 - No Strike/No Lockout

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

ARTICLE III – INSTRUCTION

Section 1 - Academic Freedom

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

Section 2 - Curriculum/Materials

- A. The District and the Association agree that district curriculum and materials are the curriculum taught and materials used as per applicable Board Policy.
- B. Individual teachers are professionals, and as such must make professional judgments about the best research-based instructional methods to use with their students to reach the targets as defined in the curriculum guides which reflect state standards.
- C. While the District supplies a timeline for progression through learning targets and assessments, the District recognizes that student learning needs may present the need for flexibility in the timeline for delivery and assessment of District and state curriculum.
- D. The District will make every effort to provide required curriculum and/or materials to employees by the end of the preceding school year. At the secondary level, curriculum and/or materials for the second semester should be provided by November 1st. Should the District

not meet these timelines, a professional development plan to support employees will be provided and timelines adjusted accordingly. This plan shall include Association input through a mutually agreed upon joint group.

- E. The District will strategically and intentionally coordinate the implementation of new curriculum and/or materials at the elementary level. There will be no more than one (1) implementation in any given school year across all content areas unless necessary to comply with state or federal expectations.
- F. The District will annually review the allocation of resources for the purchase of library materials during budget development and adjust resources as necessary.

Section 3 - Assessment

- A. Teachers of kindergarten through third grade students, at teacher request, shall receive one half day (1/2) per assessment period up to one and one-half days (1 1/2) per school year of substitute time in which to conduct one-on-one assessments. For classes above 20, an additional one half day (1/2) per assessment period will be allotted. The District will determine the assessment period(s). Any requests for sub outs on Mondays and Fridays will be based on substitute availability. These can be taken in full or half day increments and are separate from WaKIDS release days. The employee may choose per diem pay in lieu of release time.
- B. The Certificated Leadership Team (CLT) together with curriculum staff will address which assessment sections (strands) need to be administered by the classroom teacher and which sections (strands) may be acceptably administered by other trained school personnel.
- C. Kindergarten
 - 1. Kindergarten teachers will be provided additional substitute time of one (1) day to complete non-WaKIDS assessments. This day can be taken in half (1/2) day increments. If more time is needed, the classroom teacher may be supported with other trained school personnel.
 - 2. Family Connection Conferences (WaKIDS)
 - a. All Kindergarten teachers shall receive three (3) days at the start of the school year to complete family connections conference.
 - i. These days are included as required instructional hours and are part of the 180-day school year as allowed by law.
 - ii. Kindergarten students shall start school three (3) days after other Spokane Public School students when feasible based on the school calendar.
 - b. Kindergarten teachers shall receive support from the office secretarial staff in scheduling the conferences.

- i. To effectively implement the WaKIDS assessment, teachers will hold 45 minute conferences with families. The first 30 minutes of the conference will be the Family Connections Conference with parents talking to teachers about their child. The last 15 minutes of the conference will be for the purpose of gathering information on WaKIDS objectives. These objectives will be defined by the District (e.g. gathering student readiness information for Kindergarten) and will be consistent across the district. Kindergarten teachers, with input from the administrator, shall determine the schedule keeping the 45 minutes conference criteria in mind.
- ii. Should any parent fail to attend a family connection conference, support from the secretarial staff to reschedule a meeting time at the school shall be available at the request of the teacher.
- iii. Kindergarten teachers shall be provided up to four (4) additional hours, paid at the extracurricular rate, to complete family connection conferences for students that enroll after the first three days, provided a family connection conference was not completed by another District kindergarten teacher.

3. Assessment Completion

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

4. Entry of Assessment Data

- a. A kindergarten teacher shall have one (1) of the following choices to evaluate, score and enter WaKIDS Assessment Data:
 - i. The employee may request one (1) release day.
 - ii. The employee may access up to seven (7) hours of per diem pay for time spent outside the workday.
- D. Special Education teachers who complete the Alternative State Assessment (WA-AIM) will be provided with substitute time to help accomplish the task.
 - 1. Four (4) substitute days will be provided for one (1) to five (5) assessments as follows:
 - a. Two (2) substitute days will be provided in the fall
 - b. Two (2) substitute days will be provided in the spring
 - 2. Eight (8) substitute days for six (6) or more assessments.
 - a. Four (4) substitute days will be provided in the spring
 - b. Four (4) substitute days will be provided in the spring
 - 3. Substitutes will be ordered by following the substitute request process. Mondays and Fridays will be excluded from these substitute requests.
 - 4. If a substitute cannot be provided, compensation will be paid at the per diem rate to the special education teachers that is equivalent to the number of unfilled substitute days.
 - 5. If the employee opts not to use the substitute days, compensation will be paid at the substitute rate of pay to the special education teacher that is equivalent to the number of unused substitute days.

Section 4 – Grading

- A. Certificated staff members are responsible for assigning student grades to students enrolled in their class.
- B. Elementary report card due dates and distribution shall be determined by the principal with input from the teaching staff. These dates will be shared with staff by the end of September.
- C. Grades for secondary students will not be due in the office until three (3) working days following the end of each grading period except the final grading period, at which time grades will be due prior to teachers leaving the building on the last working day. These dates will be the same across the District and put on the District's calendar.
- D. If the building administrator/supervisor disagrees with a student's grade, the building administrator/supervisor and the employee will study the records, and ascertain the factors involved in an attempt to come to a mutually agreed upon decision.

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

Section 5 - Parent/Teacher Conferences

A. Elementary

Parent/teacher conference time shall be provided for the purpose of conducting required conferences with parents regarding student progress twice in the school year, once in the fall and once in the spring.

- 1. Grades K-6 classroom teachers will be released from regular classroom duties at 1:00 p.m. for five (5) days for the purpose of conducting conferences with parents. Teachers will offer conferences Monday through Friday and will offer outside the work day conferences. These outside the workday conferences shall be scheduled at the discretion of the employee.
 - a. As provided in the enrichment section of this agreement, evening or other non-school day conferences of three and one half (3.5) hours will be held each conference period for a total of seven (7) hours. This time may be used within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families.
 - b. Principals may identify a night or nights during conference week as a "school-wide conference night". Employees will not be required to utilize the identified night or nights. Employees should utilize their professional judgment when determining the times that best meet the needs of their families.
 - c. Certificated staff who are not the homeroom teacher are included in the conference expectations and should be available to meet with parents as part of conference with the homeroom teacher.

B. Secondary

1. Mid-February

- a. Conferences will be scheduled during a 4-day week in February.
 - b. Teachers will be released from regular classroom duties at 1:30 p.m. at the middle school level and 12:30 p.m. at the high school level for four (4) days for the purpose of conducting conferences with parents. Teachers will offer outside the work day conferences. These outside the workday conferences shall be scheduled at the discretion of the employee.
 - c. As provided in the enrichment section of this agreement, evening or other non-school day conferences will be held for a total of seven hours. This time may be used within a reasonable proximity, before and/or after the scheduled conference week, based on the needs of families.
 - d. Certificated staff who are not classroom teachers are included in the conference expectations and should be available to meet with parents during conference week.
 - e. The District intends to develop and provide training related to working with students and families in conferences at the secondary level. The District and the Association agree to consult and confer on how to improve conference schedules for secondary students and families to address both high school and beyond planning and academic conference needs. Any changes to the conference schedule will be bargained.
- C. Skill Center conferences are addressed in the Skill Center Employee section of this agreement.
- D. Option schools, including TEC at Bryant, The Community School, on Track, Libby and Montessori will have the ability to create an alternative conference, using site-based decision making model, schedule to the schedules proposed above.
- 1. Any alternative schedule must not result in a lower number of annual instructional minutes, and must include at least seven (7) hours of conferences available outside the regular school day, based on family needs.
6. Alternative schedules must be turned in to the Association and District.

Section 6 - Student Discipline

- A. The District administration shall, to the extent provided by law, support and uphold employees in their efforts to maintain discipline in the District and shall be responsive to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and wellbeing of students and employees is supported by the Board.
- B. Every reasonable effort will be made to ensure an administrator or designee is available during the student day to handle student discipline problems.

- C. In the exercise of authority by an employee to control and maintain order and discipline, the employee will use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the District and consistent with federal or state laws or regulations.
- D. Every school will have and follow a school-wide discipline plan which aligns with School Board policy.
 - 1. The building discipline plan must be reviewed at least once a year with all affected staff and updated if needed. Any changes to the discipline plan shall be made following the School Decision Making Process.
 - 2. The discipline plan shall include:
 - a. A process for how students are managed when they are sent to the office.
 - b. A process, which includes staff, for addressing changes to the plan when needed.
- E. Student Exclusion from a Class
 - 1. Employees shall have the authority to exclude a disruptive and/or dangerous student from their classroom and instructional or activity area for all or any portion of the balance of the school days or up to the following two (2) days. In no event, without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal and the teacher have conferred.
 - 2. Prior to the student being readmitted to class, the employee shall be informed about the resolution of the problem.
 - 3. Except in emergency circumstances, the teacher first must attempt one (1) or more alternative forms of corrective action.
- F. In instances where it is determined that student behavior warranting suspension or expulsion from school has occurred while the student is under supervision of an employee, the employee shall provide details regarding the incident(s) necessitating discipline and the decisions to be made, and shall receive a written response upon request by the employee as to the disposition of the matter.
- G. When requested by an employee, there shall be a meeting between the principal, or his/her designee, and the teacher prior to the return of a suspended student into that employee's classroom. The principal, upon the request of the employee, will make reasonable effort to have a parent/guardian attend that meeting. The provisions of this article apply only to the specific class or classroom from which the student was suspended.
- H. For students who are determined to substantially disrupt the educational process or who pose a continuing danger to the student, other students or school personnel, the parent will be

called by an administrator. Student exclusion will take place, and re-entry will occur when administrators, parents, and staff agree on a plan in a timely manner for re-entry and subsequent behavior requirements, subject to applicable state regulation. If a good faith effort to agree on a re-entry plan fails, the District will have final authority to decide on subsequent behavioral requirements.

- I. Special education students may or may not be subject to emergency removal under the same conditions and circumstances as for non-special education students, depending upon whether or not the emergency removal constitutes a change in placement. Change of placement including suspension, expulsion or an emergency expulsion beyond ten (10) days are all subject to state and federal laws and regulations.
- J. The District will provide annual notification to employees concerning all applicable federal, state, and local laws, and District rules, regulations, and procedures pertaining to student discipline, to include student rights, teacher rights, due process, and the processing of student discipline. This information shall be provided as early as possible during the school year. The parties agree to confer during District/Association conferences relative to the content of such information.
- K. Schools may have alternatives to “out-of-school suspension” as determined by the school-wide discipline plan.
- L. Certificated employees shall not be required to supervise any detention, unless agreed to in the school-wide discipline plan.
- M. The parties agree that an individual student’s status shall not be impacted by employee/management disputes regarding the provisions of this section.
- N. After consultation with the Skill Center Program Director, students who have been placed under “in school suspension” at the home high school may or may not continue in attendance at the Skill Center for the duration of the suspension.

Section 7 - Lesson Plans

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

Section 8 - Title I Funding

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

Section 9 - Special Needs Assessments

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

Section 10 - Special Education Procedures and Services

- A. Special Education procedures and services will be determined and provided in compliance with WAC/IDEA rules and regulations.
- B. Concerns related to compliance issues which cannot be resolved through the IEP process will be brought to the Special Education Leadership team and/or Labor Management for direction, discussion, and resolution.
- C. The Special Education Department will maintain a manual addressing standards and guidelines for special education services.
- D. The Special Education Administration shall work with the site administrator and site staff to determine what alternate setting is best suited to the situation and facility for students who need an immediate and temporary place to de-escalate. The Special Education Administration will then coordinate with the Maintenance Department and the Site Administrator to establish an alternate setting for each BI classroom, and for DI classrooms as necessitated by student behavior.
- E. If the appropriate solution is deemed to be a “time out” room, Special Education Administration shall plan for such need prior to moving or creating additional program rooms or sites. When the conditions at an existing location change, and thereby require a “time out” room, the Special Education Administration shall submit a written request to the Maintenance Department.

Section 11 - Instructional Coaches

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

Section 12 - Early Intervention Services

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

3. Provide ongoing professional development
4. Provide opportunities for staff and administrative feedback
5. Ensure the delivery of early intervention services at the building/program level will be coordinated with the District plan.

ARTICLE IV – PERSONNEL

Section 1 - Individual Contracts

- A. Each employee shall be issued an individual employment contract, which will be renewed or non-renewed by the District each year pursuant to the continuing contract laws of the state of Washington. All individual employment contracts shall be subject to and consistent with Washington State statutes and this Agreement.
- B. One year Non-Continuing Contracts
 - 1. The District may hire a number of employees on one-year contracts equal to the number of continuing employees on leave of absence.
 - 2. One-year contract employees need not be hired to specifically replace the employee on a leave of absence. The District will make a reasonable effort for one-year contract employees to be hired for specific employees on leave, provided doing so does not create a financial hardship.
 - 3. Movement to continuing contract status is covered under the Assignments and Transfer provision of this Agreement.
 - 4. One-year employees will be properly placed on the salary schedule and will accrue seniority and experience the same as continuing contract employees.
 - 5. With District approval, employees who have served in the same building and in a full-time non-continuing contract for two (2) consecutive years, in a non-shortage area will be offered a continuing contract in a similar position in that building provided FTE is available and the employee meets certification requirements.
 - a. If no position is available in the building the employee will be guaranteed an interview, upon written request to Human Resources, as part of the eligibility pool hiring process.
- C. Supplemental contracts, when issued, are pursuant to state law and are not continuing contracts within the scope of the law.
- D. Should the District issue contracts prior to completion of negotiations, such contracts shall be based on the salary schedules currently in effect together with the inclusion of a rider specifying the District will enter into good-faith negotiations with the Association. Said rider will specify that salaries will be adjusted in conformity with the agreements reached between the District and the Association; or, in the event agreement is not reached, upon final Board action, an appropriate amendment incorporating changes approved by the Board will be forwarded to the employee.
- E. The employee shall sign all copies of the contract and return them to the District with the exception of the employee's copy, within fourteen (14) days of the date of the contract. A copy of any rider will be retained by the employee.

- F. The individual contract form attached to this Agreement as Addendum F will be utilized for all employees.

Section 2 - Employee Files

A. Personnel Files

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

B. Supervisor File

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

C. Application and Screening Materials

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

D. District Records

1. The District maintains other types of records related to grievances, discipline, and litigation.
2. If the District keeps a discipline record longer than what is stated in the timelines below, it will not be used as the basis for discipline.
3. Records of grievances are not kept in the personnel file.
4. District records are not available for review by the employee and will be available only to District administrative staff or legal counsel involved in the processing of grievances, discipline, or litigation.
5. District records will be kept separate from other District files.

E. Document Removal from Supervisor and Personnel File

1. Counseling Memo and Verbal Warnings

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

2. Written Warnings and Written Reprimands

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

F. Applicability of Public Disclosure Laws

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

Section 3 - Progressive Discipline

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

1. Prior to instituting progressive discipline steps, the District will have made a reasonable attempt to counsel with the employee and to clarify job expectations.
2. All disciplinary action shall be in accordance with the principles of progressive discipline.

3. Progressive discipline may include: verbal warning, written warning, and written reprimand.
 4. The District may bypass the steps of progressive discipline because of the severity of the employee conduct that constituted just cause for discipline.
 5. Disciplinary actions, including verbal warnings, shall be committed to writing and placed in the appropriate file as listed in the "Employee Files" section of this Agreement.
- B. No employee shall be disciplined in any form whatsoever without such employee being informed by his/her supervisor of the right to have representation from the Association.
- C. After a supervisor concludes that actions of an employee may be cause for discipline, he/she shall notify the employee of the nature of the concern which has come to his/her attention and allow the employee an opportunity to meet with the supervisor and respond.
1. Such notification must include complainant(s)' name(s).
 2. An employee shall have the right to be accompanied by a representative of the Association during any such meeting.
 3. If, after the investigation is complete the District chooses to discipline the employee, the District may hand deliver the letter of discipline to the employee without calling a special meeting.
 4. An employee shall have the right to attach a statement to any written record placed in his/her file as a result of disciplinary action and shall have access to the grievance procedure.
 5. Discipline can be removed from employee files consistent with the applicable provisions in Employee files.
 6. When a certificated employee appeals a notice of probable cause pursuant to law, the District agrees to notify the Association if it intends to interview Association members on a witness list provided by the employee or his/her legal counsel.
 - a. When possible, notification will occur at least two (2) days prior to the interview.
 - b. Notification need not identify each specific employee(s) to be interviewed by name; instead, notice of the general intent to interview one (1) or more such employees shall be sufficient.

Section 4 - Employee Protection

- A. The District shall provide a safe and healthy working environment for all employees.

1. An employee shall immediately report potentially unsafe or hazardous conditions to their supervisors.
 2. Unresolved conditions may be submitted for discussion at Labor Management meetings.
- B. Social Security numbers will be treated as private and confidential information while recognizing the fact that they may be needed to be used for documentation when mandated by federal or state regulation.
- C. A communication device will be available to an employee required to work in a building alone. If an employee is given an assignment outside of their regular duties requiring them to work alone, that employee may decline the assignment without repercussions if he/she has safety concerns.
- D. The District will strive to improve security in parking lots and shall vigorously pursue investigations of vandalism occurring on school property and shall report to the affected employee/Association.
- E. Each facility shall have a building-wide crisis plan.
1. These plans shall be comprehensive, and include plans for the gym, cafeteria, library, multi-purpose room, outside and any other area used by employees and/or students.
 2. The crisis plan must be in print and a copy provided to each staff member at review and information sessions at the beginning of each school year.
- F. In those situations where it is mutually determined appropriate, the District will provide legal defense in criminal cases. In those situations, where criminal charges arising out of employment have been filed against an employee, the District agrees to reimburse all legal fees as deemed reasonable by the court to the employee if he/she is found innocent of the charges. All necessary forms for implementing the provisions shall be made available by the District in every building.

Section 5 – Indoor Air Quality

- A. If there is an environmental concern at a District work site, the employee will email/notify the District's Industrial Hygienist, a building administrator, and the site custodian with the time, place, and description of the concern.
- B. Based on the reported concern, the District Industrial Hygienist will:
1. Test and monitor the area.
 2. Track the employee concern as reported on physical hazard notification forms and employee logs.
 3. Facilitate, research, and recommend solutions in a timely manner.

4. Ensure that reported concerns are addressed through work orders, school building improvements, repair and/or preventative maintenance program.
- C. Unresolved indoor environmental issues may be submitted to the Joint Indoor Air Quality Committee who will be consulted for recommendations.
1. The Committee shall be comprised of the District's Industrial Hygienist, the Director of Maintenance (or designee), the Director of Safety (or designee), and three (3) SEA representatives (to be communicated by SEA to the Industrial Hygienist annually).
 2. If the Industrial Hygienist position is vacated or discontinued, the Committee shall recommend independent testing groups.

Section 6 – Worker's Compensation

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

3. The Association will be informed in writing if any employee not represented by the Association is assigned to a position represented by the bargaining unit or if an employee represented by the Association is placed in a position outside of the bargaining unit.

H. Light duty for on the Job Injuries

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

Section 7 – Loss and/or Damage of Personal Property

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

4. Reimbursement shall be made per vandalism occurrence in the amount of \$125 or the employee's deductible, whichever is less.
- C. Any incident initiating a claim for reimbursement for loss must be reported by the employee to the building principal and to the District security department.
- D. All claims for reimbursement for loss, except "B.1" above, require a certification of valid insurance with the amount of the employee's deductible, by a representative of the employee's insurance company. Forms will be available from the District business office.
- E. For those employees who have no personal insurance, the District agrees to submit the claim(s) to the District's insurance company for consideration.

Section 8 - Loss or Damage of District Property

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

Section 9 - Threat and/or Assault on an Employee

- A. The District shall take reports of threats and assault seriously.
- B. Any case of a threat and/or assault upon an employee by a student, parent, or guardian shall promptly be reported to the employee's supervisor or designee.
- C. The District shall meet with the employee about the allegation of a threat or assault.
- D. The District shall inform the employee of any action taken in response to the student as reported after conferring with the employee.
- E. The District acknowledges the extraordinary impact that serious threats and assault on staff members has on the educational process and will, therefore, take more severe disciplinary action for exceptional misconduct.
 1. Such disciplinary action may include expulsion or emergency expulsion whenever appropriate in accordance with student due process rights.
 2. The District shall follow the law when disciplining Special Education students.
- F. The District shall inform the employee on those legal rights and alternative courses of action available to the employee.
- G. Threats or assaults that have resulted in a documented medical condition shall be reviewed by the District and may not result in the loss of sick or vacation leave.
- H. The District will refer reports of threats and assault to the authorities as appropriate.

- I. School visitor information shall include notice of the District's expectation regarding physical or verbal abuses, intimidations or interference with an employee's ability to perform his/her duties.
- J. The Employee Assistance Plan is available for any employee and information about this program can be found in the Benefits Office.

Section 10 - Classroom Visitation

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

Section 11 – Potentially Dangerous Students and Patrons

- A. After school officials have been alerted regarding a potentially dangerous student, parent, other adult, or visitor; they will notify affected staff in a timely manner, and in accordance with all state and federal laws.
- B. All staff, on a need to know basis as defined by law, shall be informed prior to being assigned student(s) who evidence behaviors that could present a safety problem to other students or staff. In addition, all staff, based on a need to know basis as defined by law, shall have access to the above-mentioned information as they feel the need arises.
 - 1. "Shall be informed" is a shared responsibility between staff and administration and support staff.
 - 2. "Evidenced behaviors" are obtained through a self-report registration document as well as any other information that clearly presents a safety problem.
 - 3. As per law, a student cannot, however, be withheld from class pending the schools receipt of the student's records.
 - 4. Affected staff shall be provided with specific information about the known behavior pattern(s) of the student(s), including the student record except as outlined in school

district policy where release by the student is necessary or where the record is the working notes only seen by the person making them.

5. Staff will be provided with suggested strategies for managing those behaviors. The sharing of confidential information about a student is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students, and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). Any other information that is not contained in the student record that is not confidential will be communicated to staff who have a need and an interest to know.
- C. The sharing of confidential information about a student's family is to be done discretely and only for the purpose of providing a safe learning and working environment for all staff and students and may not be used to isolate, ostracize, target, label, or in any way violate the confidentiality rights of the involved student(s). All staff, based on a need to know basis as defined by law, shall be informed prior to being assigned student(s) whose family evidences behaviors that could present a safety problem to the students or staff. Affected staff shall be provided with specific information about the known behavior pattern(s) of the involved person(s) and suggested strategies for managing those behaviors.

Section 12 –Student Health Needs

- A. No employee shall be required by the District to dispense or administer medication or perform other medical functions unless he/she has been provided with proper training and if he/she so volunteers. Should an employee provide such medication or perform any medical functions during the course of his/her assigned duties, the employer agrees to hold harmless such employee from any and all liability that might result there from.
- B. Only MHOH/DI/Preschool teachers and their appropriately trained support staff shall change diapers. The District shall make every effort to assign same-gender, trained staff to perform job functions involving diapering and other personal hygiene duties. This provision shall not apply to employees assigned to work in licensed childcare settings.
- C. Only MHOH/DI/Preschool teachers and their appropriately medically trained support staff shall change catheters. The District shall make every effort to assign same-gender, medically trained staff to perform job functions involving catheterization.

Section 13 - Employee Facilities

- A. Room assignments will not be made in an arbitrary or capricious manner.
 1. The District's responsibility is to provide effective learning space for all students.
 2. Student use of available space will take priority during school hours.
- B. The District will arrange that the following facilities and equipment be at each site for the use of the employees housed in that building:

1. A work area containing equipment and supplies to complete individual job assignments
 2. A key to one's classroom, office or workspace
 3. Access to furnished employee lounge
 4. Identification card
 5. Restroom facilities separate from student facilities and preferably separated by gender
 6. Access to conveniently located communication and technology resources: i.e. computers
 7. A serviceable desk and adult-sized chair and a filing cabinet for each regularly assigned employee; additional filing cabinets will be provided as the program dictates
 8. An individual lockable space for personal items at each work site
 9. A telephone in a private area for employees' use
 10. A voice communication device connected to the school office in classrooms where employees perform their duties with students
 11. Employees supervising students on the school site, performing duties such as playground supervision and/or bus and patrol duty, shall have access to a communication system connected to the school office.
- C. The District shall provide adequate storage space in the classroom or on site for District provided instructional materials.
- D. The District will make every effort to provide an adequate classroom/work space for each specialist and ESA staff.
- E. Employees will have access to long-distance phone lines for credit card use and 1-800 numbers when possible.
- F. Care and consideration needs to be used in planning the location of gatherings (i.e., meetings, luncheons, teas, receptions, in-services, etc.) in a building so as not to always displace the same program or class. The affected parties should be involved in the planning and every effort shall be made to give at least 24 hours' notice to reschedule, change locations or cancel their displaced activity or class.
- G. Employees will be provided, upon request, a security code access and appropriate keys to access the building and work areas outside of the regular work day.
- H. Any employee who loses his/her ID card will be responsible for contacting the Security Office to obtain a new ID card. Employees will be charged a replacement fee not to exceed the

actual cost of replacing the ID card. Employees whose cards have been damaged or lost on the job may receive a replacement ID card at no cost.

- I. All elementary District-wide activity programs will be given priority for facility gym use scheduling between the hours of 6:30 a.m. and 6:00 p.m. during their respective seasons. On occasion, singular events may displace the normally scheduled program.
- J. Rooms designed specifically for elementary art and elementary music will be assigned to those specialists if general education and special education enrollment does not prohibit such use, and unless other building activities as agreed-upon through the site governance process, does not preclude such use.
- K. Secondary science lab classes shall be held in lab classrooms with appropriate equipment as required for the course. In cases when enrollment is greater than available facilities, a non-lab classroom may be used if appropriate safety equipment is available.
- L. The scheduling of instructional space for music classrooms will take priority over building-designed instructional space usage (such as, computer labs, book fairs, etc.).
- M. Except in an emergency, ample notice will be given to staff when scheduled repairs that may be disruptive to the educational process are made to classrooms, workspaces, or hallways during student attendance hours so that adjustments may be made, if necessary.
- N. Before a portable can be used as a workstation, the District will provide a functional communications system between the portable and main office.

Section 14 – School Decision Making

- A. Each building shall have an inclusive decision making process in writing that will be reviewed by all staff each year. The process will focus on student needs, academic achievement, and support for staff to include the following principles and effective practices:
 - 1. Each elementary school shall have a representative, shared leadership team(s) with at least two (2) members chosen by the staff.. At the secondary level, department chairs shall be on the team as well as the adhoc committee members selected by the staff. Adhoc committee members may be excused from regular department meeting business. The number of representatives shall be sufficient so that communication looping to all staff is possible.
 - 2. Each team shall invite a SEA representative.
 - 3. The responsibilities of the shared school leadership team include but are not limited to:
 - a. Developing a continuum of decision making responsibilities (e.g. who makes which decisions)
 - b. Establishing team norms

- c. Implementing the School Improvement Plan (SIP)
 - d. Creating opportunities for input and to surface questions or concerns
 - e. Communicating throughout the decision making process (e.g. loop-outs to affected staff, meeting topics and/or minutes, staff updates and/or bulletins, etc.)
 - f. Recommending to staff possible amendments to the decision making process if the representative shared leadership team or other staff determine there is a need to do so. Any amendment to the decision making process shall be voted on by the entire staff.
4. A SIP may not be designed or implemented that is contrary or inconsistent with the terms of the Collective Bargaining Agreement or School Board Policy. Annually, the District will provide the Association president with access to each SIP.
- B. Each school will use its inclusive decision making process with affected staff to determine participation in a pilot program. For this provision, pilot programs refer to anything that is not mandated curricula and/or any trial of curriculum or assessment the District is not requiring of schools.

Section 15 – Building Budgets

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

Section 16 - Job Descriptions

- A. Job descriptions for all positions subject to this Agreement will be developed by the District.
 - 1. These job descriptions shall be made available for each employee.
 - 2. No changes in job descriptions shall be made without good faith consultation with the Association addressing the District's perceived need for the change and suggested alternatives.
 - 3. Such job descriptions shall not describe any job in terms of responsibilities that rightfully belong within another bargaining unit.

4. Any changes in qualifications required in job descriptions shall apply only to employees not currently in those positions, except for changes in required licensing or state and federal laws which all employees must meet.
- B. When an employee feels that he/she is being asked to perform inappropriate job duties, the employee has the right to discuss the concern with his/her supervisor and/or program director without being disciplined for bringing forth the concern. Employees shall have the right to representation by the Association in any meeting with the supervisor concerning requests to perform inappropriate job duties.
- C. If job descriptions for current positions are modified in a manner that would exclude current employees for assignment to those positions, all employees currently working in that position or similar positions shall be grandfathered as deemed qualified for assignment under that job description except for changes in required licensing or state and federal law which all employees must meet.
- D. New hires for positions that require lifting would be required to pass a physical exam done by an outside firm. Employees wishing to transfer from a non-lifting job description to a job description that would require lifting would be required to pass a physical exam done by an outside firm.

Section 17 – Seniority List/Certification and Endorsement List

- A. Each January the District will compile and place on the District website the certificated employee seniority list, by individual employee ID number, listing each employee from greatest to least senior. The District will also place on the District website the employee certification and endorsement list by individual employee ID number.
 1. The employee seniority list shall include Washington State public school contracted experience, Washington State private school contracted experience, total state experience and approved credits and clock hours. This seniority list is used for the layoff and recall process and is not used for placement on the salary schedule.
 2. The employee certification and endorsement list shall include certificate type and endorsement(s).
- B. The District shall notify certificated employees that the lists are posted and available on the website.
 1. The District will send a letter to the last known address of employees on leave that the lists are on the website.
 2. The District will notify employees that they have fifteen (15) working days to report any dispute regarding their experience as listed in each communication about the aforementioned lists.

3. The District shall also provide one (1) paper copy of each list to every site that has assigned members of the bargaining unit. These lists shall be posted in a mutually agreeable location at the site.
- C. It shall be the responsibility of each employee to verify his/her seniority listing and to promptly report any dispute thereof in writing to the District.
1. Each employee who, within fifteen (15) working days after notification that the list has been placed on the website, fails to notify the Human Resources that a dispute exists regarding his/her seniority as posted, shall be conclusively presumed to have concurred with the seniority rankings ascribed to such employee on the list. Neither the employee nor the Association shall be entitled to grieve his/her experience as posted after the fifteen (15) working days as noted herein.
- D. Each February the final lists will be placed on the District website, ranking each employee from greatest to least senior.

Section 18 - Assignments and Transfer

A. Definition of Terms

1. Assignment or position: An individual's current job placement.
2. Reassignment: A change in assignment within a building or program either by request or because of building/program needs. An increase to an employee's FTE does not constitute a reassignment.
3. Program: District-level programs eligible for reassignment within program and across buildings. Currently, these are identified as:
 - a. K-6 Music
 - b. K-6 Art
 - c. K-6 Fitness and Health
 - d. K-8 Montessori
 - e. K-6 Title 1/LAP
 - f. K-6 School Counseling
 - g. 7-12 School Counseling
 - h. K-12 BI
 - i. K-12 DI
 - j. K-12 MHOH
 - k. Special Education Pre-School
 - l. K-6 Resource
 - m. 7-12 Resource
 - n. Occupational Therapists
 - o. Physical Therapists
 - p. School Psychologists
 - q. Speech Language Pathologists
 - r. K-12 ESL

- s. K-12 Autism
 - t. K-12 Vision
 - u. K-12 Deaf Education
 - v. School Nurses
 - w. Instructional Support Service Specialists
 - x. Behavior Intervention Specialists
 - y. Education Specialists
4. Specialist: K-6 Music, K-6 Art, K-6 Fitness and Health and library media specialists will be referred to as specialists throughout this contract.
 5. Transfer: Voluntary or involuntary movement of staff from one building/program to another.
 - a. Involuntary Transfer: Placement by the District in a similar position at another building or another program.
 - b. Voluntary Transfer: Movement from a position to a position at another building or another program initiated by the employee.
 6. Vacancy: a job that is to be filled.
 7. Seniority: Seniority status for purposes of transfer only is defined as:
 - a. District seniority
 - b. If ties remain, this order shall be followed:
 - i. Washington State seniority shall prevail as recognized and reportable to Washington State through the S275 reporting process
 - ii. date of hire, identified as the date on the position offer letter
 - iii. a number drawn lottery
- B. Spring staffing at each site/program:
1. In the spring, the District shall determine for the fall, the number of staff and/or positions at each site or in each program. During this process, each principal and/or program manager will request all employees share their assignment preferences for the upcoming school year in writing.
 2. Employees willing to transfer to another building shall complete a pre-staffing online request.
 3. Vacancies may occur at other times throughout the year and may not be tied directly to the spring staffing process.

C. Sequence of Assignments and Transfers:

1. Building/Program reassignments to include placement of people who are on less than one-year leaves of absence
2. Involuntary Transfer
 - a. Placement of involuntary transfers identified through current staffing or District Reassignment
 - b. District Reassignment
 - c. Return of current year involuntary transfers back to previous site/program if the opening is available, provided the fall involuntary transfer meeting is held prior to the start of the school year. No returns to previous sites will be made after the first day of school.
 - d. Placement of involuntary transfers within the last three (3) years
3. Returns from leaves of one (1) year or greater
4. Employees with less than full FTE are offered greater FTE within a building/program
5. Posting of vacancies
6. Voluntary transfer
7. External candidate consideration

D. Special Needs Transfers:

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

- c. The employee must agree to return to his/her former position after one (1) year.

E. In-building/program reassignment procedure:

1. As vacancies occur, building administration and program managers shall keep staff informed as they become available.
2. Building or program staff, including staff who have been on less than a one (1) year leave of absence, will share assignment preferences, in writing, for the upcoming school year with the principal or program manager. Staff interested in openings which occur during the summer may leave a reassignment request with the principal or program manager prior to leaving for summer break.
 - a. Prior to the end of first semester, staff members sharing more than one building or program assignment must designate one school/program as their "home school/program" for purposes of reassignment considerations.
3. Reassignment requests will be considered and acted upon by the principal/program manager prior to posting vacancies for the building provided the vacancy occurs prior to the end of July. The principal or program manager shall consider the following when making assignment/reassignment decisions:
 - Seniority
 - Recent experience in the assignment
 - Equity in number of subjects taught
 - Length of time in the building or program
 - Recent reassignment including staff previously reassigned to positions not requested by the employee
 - Recent transfers
 - Education, endorsements and certifications
 - Skill set and training for the position
4. Part-time certificated staff must be .2 FTE continuing or greater to be eligible for reassignment.
5. Specialists will have the right to be considered for in-building assignments, provided they must select one (1) "home" school from the schools they are presently serving on a regularly scheduled basis. Employees shall indicate their "home" school selection and interest in being an in-building reassignment to their "home" school principal/program manager.
 - a. This selection must be submitted to the appropriate District contact and submitted to the principal of the selected "home" school by April 15th.
 - b. Specialists will be eligible for reassignment to positions of equal or greater FTE if the position is supported within the District's budget and does not restrict the District's

option of placing staff who are impacted by involuntary transfer or staff returning from leaves of absence.

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

F. Involuntary Transfers:

1. The District shall determine the number of staff and/or positions that shall be reduced at each site or in each program.
2. If a building or program must reduce staff, the District shall ask for volunteers.
 - a. If two (2) or more people wish to volunteer, the most senior employee will be selected.
 - b. An employee will be eligible to volunteer to be the involuntary transfer provided his/her personnel file is absent of any disciplinary action and provided his/her most recent evaluation is absent of any performance deficiencies noted on the front summary page of the certificated evaluation.
 - c. The employee shall be considered involuntarily transferred.
 - d. Once an employee has volunteered for involuntary transfer, the employee is obligated to attend the involuntary transfer meeting and select an open position. The employee will then be considered an involuntary transfer for one (1) year and shall be invited to the involuntary transfer meeting.
3. If no employee volunteers, the least senior employee who has not been involuntarily transferred the previous year must be the involuntary transfer.
4. Employees identified for involuntary transfer will be the least senior employee by the following categories:
 - a. K-6 general education teaching employees in the building including library media specialist.
 - b. K-12 program assigned employees within a building by program.
 - c. 7-12 general education employees, including library media specialists, by majority assignment. Employees who have been involuntarily reassigned outside their prior majority assignment shall maintain seniority in both departments. Employees hired to a dual assignment shall build seniority in both departments.
5. If an employee voluntarily transfers into the position vacated by the SEA president, he/she agrees to become an involuntary transfer in the event the SEA president returns to his/her position at the end of his/her term.
6. District Reassignment:
 - a. If at the end of the involuntary transfer process, but prior to the involuntary transfer meeting being held, there are employee(s) who do not have a position for which they are qualified, but there are open positions in the District, the following process shall

apply. This process shall be utilized in order to avoid a general layoff and in instances of layoff due to employee lack of qualifications.

- i. Occupied positions throughout the District for which the displaced employee is qualified shall be identified.
 - ii. From these occupied positions, the District shall determine if the employee in this occupied position is qualified for the remaining open positions.
 - iii. Should multiple employees be qualified for remaining open positions, the District shall seek volunteers to take one (1) of these positions.
 - iv. Should no employee volunteer, the least senior qualified employee holding a current position shall be reassigned to an open position and the displaced employee shall take the newly open position. If moving the least senior employee would cause more than two (2) additional staffing moves, the District will then move an employee which would create the least additional staff changes.
 - v. The District may potentially make multiple reassignments in order to place all employees into open positions.
 - vi. Employees who are moved under this provision shall be considered an involuntary transfer for one (1) year as described in the involuntary transfer section.
7. Identified employees to be involuntarily transferred will be ranked from most to least senior in each category noted above.
8. Identified involuntary transfers shall be invited to attend an involuntary transfer meeting.
9. Involuntary transfer meeting and placement of involuntary transfers.
 - a. Before school is out, the District shall hold an involuntary transfer meeting. A similar meeting may also take place in the fall due to staffing changes caused by enrollment.
 - b. At the meeting, all known vacancies shall be listed and a District representative shall be present to describe the position.
 - c. Employees selected for involuntary transfer shall select, in seniority order, from available vacancies for which they are qualified.
 - d. Employees who need to be placed and who cannot attend the meeting shall contact Human Resources.
 - e. If there is no placement for an involuntary transfer due to qualification or certification limitations, the layoff process shall be followed.

- f. Employees that hold a K-12 certificate must have a college major, minor, or degree in the area of the position under consideration, or must have taught in the subject area for a minimum of one (1) year.
 - i. In the event that a teacher holding a pre-1987 certificate is assigned to a position in a different content area for which he/she does not meet the criteria to be highly qualified, the District will pay the teacher up to five (5) days (total) of optional training in order to prepare for the new assignments. Pay will be at the extra-curricular rate.
 - g. In the event an employee is assigned outside his or her area of endorsement or certification as a result of involuntary transfer, the District shall provide such employee necessary retraining, re-certification, and orientation to the new assignment, up to \$1500 per employee, if requested.
10. Certificated employees currently employed full-time shall be first assigned full-time positions consistent with their qualifications.
- a. Employees shall not be obligated to accept any part-time employment.
 - b. Employees may choose to accept part-time employment on a voluntary basis.
 - c. The District will attempt to maintain as many full-time positions as possible.
11. Certificated employees currently employed part-time shall be assigned part-time positions consistent with their qualifications.
12. If the involuntary transfer does not agree to accept any site contract waivers at any of the available positions he/she may be assigned as a regularly employed substitute for the District or be temporarily assigned to a site. The employee will be offered other positions as they become available throughout the year.
13. Employees who have been involuntarily transferred to a majority assignment in which they have not previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years, will not be non-renewed for performance deficiencies primarily related to the subject matter, professional preparation, and scholarship for ESA staff and employees not on the new evaluation system, or Criterion 4: Providing Clear and Intentional Focus on Subject Matter Content and Curriculum on the new evaluation system during the first year of their involuntary transfer. Upon request, involuntarily transferred employees will be provided with the necessary help and assistance normally provided employees per the Certificated Staff Evaluation clause of this Agreement.
14. An employee cannot be involuntarily transferred two (2) consecutive times and/or two (2) consecutive years in a row.

15. Time to meet with colleagues in like assignments when an employee is reassigned or transferred to a new position could be accessed, provided it is agreed to by both the District and the employee. Options may include, but are not limited to:
 - a. Use of Collaboration Time
 - b. Access to mentor/instructional coaching assistance
 - c. An appropriate amount of sub out time (release time)
 - d. Compensation for meeting outside the normal workday
 - e. Other options for providing needed support for employees could be utilized
16. Involuntary Transfers from the last three (3) years are placed:
 - a. Employees involuntarily transferred in the prior three (3) years shall be invited to the involuntary transfer meeting.
 - b. After all current year involuntarily transferred employees have selected jobs from the list, employees from the prior three (3) years may select from the open positions in seniority order.
 - c. Involuntary transfers from prior years who voluntarily select a position, and are placed in that position, will be removed from the involuntary transfer list for subsequent years.
 - d. For each year in which a reduction in force occurs, employees who have been previously involuntarily transferred shall not lose a year which had been granted under this provision.

G. Replacement of current year involuntary transfers back to previous site:

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

H. Returns from Leave of One Year or Greater Procedure:

1. Employees returning from a leave of absence will be returned to the building to which they were assigned at the time the leave was granted and placed into a like position previously held. In the event such a position is not available at the building, the employee will be

placed in a like position at another building. The employee's input will be sought before a placement is confirmed.

2. Agreement to take the leave of absence means the employee is willing to accept any approved contract waivers at the building where he/she is placed.

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

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

J. Voluntary Transfer Process:

1. District posts any remaining open positions on website for a minimum of five (5) working days:
 - a. Specific qualifications are listed, required and preferred.
 - b. The Notice of Vacancies shall contain all information necessary for an employee to evaluate his/her interest in the position. For example:
 - i. Position location and supervisor
 - ii. Description of responsibilities, qualifications and terms and conditions of employment
 - iii. Identification of existing variances and approved contract waivers
 - iv. Application procedures and closing date for filling the vacancy
 - c. The vacancy will be posted for in-district and out-of-district candidates simultaneously. In-district candidates shall complete the in-district transfer process as detailed on each job posting. This information shall be given equal weight to the out-of-district application form. In-district candidates shall receive interviews prior to out-of-district candidates.
 - i. Principals and Interview teams shall not be given out-of-district application information until the completion of the in-district voluntary transfer interviews and it is determined that no voluntary transfer candidates have been selected.
 - ii. From July 1 through July 31, building selection teams can screen and interview both internal transfer and outside applicants at the same time. The District agrees to make a good faith effort to post positions as soon as possible after being notified of an opening. The District will not hold positions in order to avoid interviewing

internal applicants. The two (2) most senior properly certified employees requesting transfer and who have completed a transfer request form at the time the position closed must be interviewed.

- iii. Effective August 1st, Voluntary Transfer applications for the subsequent school year will no longer be considered. The District will not hold positions in order to avoid interviewing internal applicants.
 - iv. Employees who apply for Voluntary Transfer five (5) times are required to meet with a Human Resources representative to obtain information about why they are not being selected for position(s).
2. Interviews must include the two (2) most senior properly certified employees requesting transfer and who have completed a transfer request form at the time the position closed. These interviews shall take place prior to any out-of-district candidate interviews.
 - a. Seniority shall be determined as the number of years in the District.
 - b. Should a tie in occur, this order shall be followed:
 - i. Washington State seniority shall prevail as recognized and reportable to Washington State through the S275 reporting process.
 - ii. Date of hire, identified as the date on the position offer letter.
 - iii. A number drawn lottery
 3. Employees who wish to transfer into a position posted as one-year only are eligible for transfer, provided that:
 - a. The employee is transferring to a position which is the same FTE to his/her original position.
 - b. The employee agrees to return to his/her original position at the completion of one year in the assignment.
 - c. The position the employee vacated for the year is not eligible for voluntary transfers.
 4. Human Resources will contact all transfer candidates regarding the outcome of the transfer process prior to interviewing external candidates.
 5. With District approval, employees who have served in the same building and in a full-time non-continuing contract for two (2) consecutive years, in a non-shortage area will be offered a continuing contract in a similar position in that building provided FTE is available and the employee meets the certification requirements.

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

K. Administrative Transfers Procedure

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

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

- A. The District will provide necessary assistance to involuntarily transferred employees and employees who are involuntarily moved to a different classroom or building due to major facility modifications or new construction. These employees will receive moving assistance and can choose to receive either seven (7) additional hours of pay outside their regular workday/week at the extra-curricular rate, or comparable release time. Consideration for additional hours will be given on a case-by-case basis.

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

Section 20 - Certificated Staff Layoff Process

A. Definitions of Terms

- 1. "Layoff" as used herein refers to action by the Board reducing the number of employees within the bargaining unit employed by the District due to economic reasons only; it does not refer to decisions to discharge or non-renew an individual employee for cause.
 - a. The District may choose to no longer offer a specific course, and assignment/transfer and layoff provisions apply.
 - i. Employees affected by course elimination, and lacking certification that would allow them to teach in another area may request the District for assistance in exploring the possibility of conditional certification for other positions.
 - ii. Employees who can't get certification go into layoff status.
 - iii. An employee laid off due to course elimination shall not preclude the District from hiring certificated personnel during the employment pool period.
- 2. "Recall" as used herein refers to the process to return qualified staff to available positions after a layoff.
- 3. "Employment Pool" as used herein refers to laid off employees who await recall.
- 4. "Seniority" used in this section refers to state seniority including years of certificated service, paid leaves of absence, within the public and private schools of the state of Washington as of August 31 of the preceding year.

B. General Sequence of Layoff and Recall

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

C. Detailed Sequence of Layoff and Recall

1. The School Board Determines the need for reduced or modified education services: If the School Board determines the need for reduced or modified education services, the District will provide the Association with a detailed economic report about such determination by April 15th.
2. District Review of Staffing Requirements and Projected Enrollment:
 - a. The District will notify the Association of the impact of a potential reduction in force.
 - b. The staff requirements and projected student enrollment for all schools in the District will be listed by building and shared with staff by the principal. A copy will be given to the Association.
3. The District will declare that reduced educational services could create a reduction in force.
4. The District will seek retirements and leaves of absence by May 15th in order to potentially minimize the necessity for the layoff of certificated employees.
5. Notifying Certificated Staff identified for Layoff: Prior to May 15th, or in accordance with the date specified by state law, the District will:
 - a. Determine the number of certificated employees to be laid off as a result of the District's reduced educational services.
 - b. Provide appropriate notification to certificated employees so affected in accordance with law, and shall provide a list of said employees to the Association.
 - c. Determine the impact of leaves of absence on layoff and recall.
 - i. Leaves of absences shall not be honored/granted to employees identified for layoff.

- ii. Employees on a leave of absence are not precluded from being laid off.

D. Layoff Procedure

1. Staff retained shall be the most senior as listed on the seniority list in descending order from highest to lowest seniority.
 - a. In no event shall personnel outside the bargaining unit be included on the seniority list nor will the Board add such personnel to the seniority list in the event of layoff.
 - b. No employee outside the bargaining unit shall be reassigned to a position within the bargaining unit in the event of a certificated layoff.
 - c. Tie Breaker: In the event there are two (2) or more qualified employees than available positions, the following criteria shall be used to determine which employee shall be retained:
 - i. In the event of more than one (1) individual employee having the same seniority ranking after applying the above provision, all employees so affected will be ranked in accordance with the total number of education credits beyond the BA degree submitted to the District as of September 30 of the current school year.
 - ii. In the event of more than one individual employee having the same number of credits after applying the above provisions, all employees so affected shall participate in a number drawn lottery to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance. The results of the drawing noted above are final for the purposes of layoff and recall. In the event of another layoff, another drawing shall occur.
2. Individual employees not placed into a position will be notified of layoff in accordance with aforementioned provisions of this section, and will be recalled as positions become available using the procedure outlined below.

E. Recall Procedure:

1. Employees shall remain in the employment pool for twenty-four (24) months.
2. In the event that positions become available, the District shall first recall all certificated employees who have been placed in the employment pool before the District employs or assigns additional certificated personnel to fill certificated bargaining unit positions.
3. Employees on layoff shall first be recalled by seniority into positions for which they are qualified.

- a. If there is a tie in seniority, the process already described in this section shall be used to break the tie.
4. Employees who were previously assigned to full-time positions shall be recalled to full-time positions provided that such employees shall have the option of accepting any part-time position that may exist without jeopardizing their recall status for any full-time position. Employees are not obligated to accept part time positions. The District will attempt to maintain as many full-time positions as possible.
5. Employees who were previously assigned to part-time positions shall be recalled to part-time positions provided that no part-time employee with less seniority shall be recalled to any part-time position unless such a position is declined by all employees (full and part-time) with greater seniority.
 - a. Assignment to positions of greater FTE may occur only after laid off, qualified, certificated employees, with greater seniority, have declined such FTE.
 - b. If such laid off employees decline the FTE, then the additional FTE can be assigned to part-time certificated employees utilizing the provisions noted in the transfer and reassignment language of this Agreement.
6. A certificated employee identified for layoff may be assigned to a one-year only leave replacement contract and such employee will not lose his/her rights in the employment pool.
7. The District shall give written notice of recall from layoff by sending a registered or certified letter to said employee, at his/her last known address.
 - a. It shall be the responsibility of each employee to notify the District of any change in address.
 - b. The employee's address as it appears on the District's records shall be the one used in connection with layoffs, recall, or other notice to the employee.
8. Any employee so notified shall accept or reject the position within ten (10) business days from receipt of said notice.
9. If an employee rejects a position for which he/she is certified, and such position is offered consistent with the aforementioned provisions of this section, the employee shall be considered to have resigned from the employ of the District.
10. Substitute positions, open after teacher request, shall be offered to employees on recall, in seniority order, before any other person is offered such a position. Acceptance of substitute employment shall not jeopardize any rights or benefits provided herein.

F. Layoff Benefits

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

Section 21 - Position Sharing

- A. Position sharing is a procedure whereby two (2) employees other than substitutes share a position. Employees desiring to share a position must submit such request to the superintendent, or designee, no later than May 1 of each school year. The District shall determine, by May 15, whether or not to honor the request. It is the intent of the parties to conscientiously work towards solving problems of position sharing. Reasons for denial will be given upon request.
- B. Prior to entry into the position share, employees and supervisors will develop, in writing, an agreement on such issues as prep time, conferencing, and reporting responsibilities, early release days, attendance at required meetings, coverage of class during one teacher's absence and arrangements which shall insure intra-team communication necessary to support the total program.
- C. If the position sharing dissolves because one (1) of the employees moves to a full-time position, or resigns, goes on a leave of absence, etc., the District may, at its discretion, either transfer the remaining employee or assign the remaining employee into the position on a full-time basis.
- D. The two (2) employees will work with the building principal/program supervisor to establish the working relationship between the parties involved within the following parameters:
 1. Only two (2) employees may share a position.
 2. Each employee will be issued a standard contract with a salary proportionately based on his/her salary schedule position for the amount of time to be shared (i.e., half-time = half salary).
 3. Each employee will receive his/her proportional fringe benefit amount.
 4. The employees may substitute for each other at the normal substitute pay rate, or by changing the work hour pattern with the principal/supervisor's approval.
 5. Seniority will accrue according to the length of the employee's contract (i.e., half-time = one-half year seniority).
 6. Employees will advance on the salary schedule the same as any other part-time employee.

7. Employees may establish their work schedule with approval of their principal/supervisor.
8. Requests to move back into a full-time job will be made under the Assignment and Transfer procedure contained in this Agreement.
9. Employees wishing to continue sharing a position should so inform the District by May 1.

Section 22 – Emergency School Closures

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

Section 23 - Employee Work Year

- A. Except for short-term substitutes, secondary counselors, and first-year certificated employees, the employee work year for all employees covered by this Agreement shall consist of no more than 180 workdays, and shall be commensurate with the current certificated contracted work year.
- B. Secondary counselors shall work five (5) days before the first contracted day in order to facilitate the counselors' role in the scheduling and registration process prior to the start of school.
 1. Up to five (5) additional days per counselor can be assigned by the principal consistent with the needs of the school. Consistent with these needs, opportunities for the additional days will be offered equitably across the department at each site and charged to the building budget.
 2. These days shall be scheduled in collaboration with the principal, shall be paid at the per diem rate, and shall be equitably assigned at the site.
- C. All elementary library media specialists shall have a supplemental contract of the equivalent four (4) days at the per diem rate. This time shall be scheduled in the days before the beginning of the contract year unless a different schedule is mutually agreed upon in collaboration with the principal.
- D. All secondary library media specialists shall have a supplemental contract of the equivalent of five (5) days at the per diem rate. This time shall be scheduled in the days before the beginning of the contract year unless a different schedule is mutually agreed upon in collaboration with the principal.
- E. New certificated employees shall work one (1) day before the first contracted day for the first year of employment for the purpose of new staff orientation. The use and scheduling of the additional day will be jointly planned and implemented by the District and the Association.

New certificated employees shall be paid a stipend of \$150 for this New Certificated Staff Learning Day.

- F. The Head Start certificated employees work a modified day schedule in order to match the schedule of the Head Start Program. The two vacation leave days earned each year will be directly related to their teaching schedule; i.e., they may elect to use those days to be gone from their teaching assignment for two school days.
- G. Prior to the school year there will be a non-student teacher work day which is part of the enrichment activities.
- H. There shall be two (2) district-directed professional learning days before school. These days shall be part of the district-directed enrichment activities. If an employee is unable to participate on these days, due to an unforeseen emergency or unique/once-in-a-lifetime circumstance, the employee shall work with the principal to find time to make up the day(s).
- I. Employees shall have the choice of working the optional semester break day.
- J. Employees shall participate in one open house per contract year.
- K. Employees shall be allowed to leave their assigned duty site immediately after the students have cleared the building prior to the beginning of a scheduled holiday period, on Fridays, on the last student day of the school year, and on days they have been requested to return to school or another site to attend a scheduled evening meeting event (e.g., PTA, holiday programs, etc.).

Section 24 – Summer School

- A. District-Wide Programs: Summer school positions for district-wide programs which become available will be filled in the following manner:
 - 1. Hiring for the summer school teaching positions shall be based first on summer school seniority among those employees who apply and are qualified for available positions.
 - 2. Second, hiring will be based on seniority among current certificated employees who apply and are qualified for available position.
- B. Building-Based Programs: Summer school positions for building-based and extended year programs which become available will be filled in the following manner:
 - 1. Priority shall be given to building level staff during the selection process for building-based and extended year programs. Priority will be given in the following order:
 - a. First priority: In-building certificated employees by summer school seniority, with prior building-based or building level extended program experience at the site for which they are being hired, and who serve in a similar position/grade level during the school year.

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

C. All summer school employees shall receive the following:

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

D. Skill Center Summer School

1. The regular summer school programs shall consist of a minimum of seventy-five (75) contact hours.
2. Instructors who desire to teach summer school shall notify the Director by February 1, using the appropriate form. Employees shall be notified if they are teaching summer school by the end of April for known course offerings. If other courses are offered, current qualified employees shall be offered the opportunity to teach first.
3. Instructors shall be selected by seniority if one (1) or more regular Skill Center employees are qualified to teach.
4. Shared teaching time of a program shall be permitted at the option of the regular Skill Center employees, provided that each instructor is qualified to teach the program being offered and the continuity of the approved program curriculum is not disrupted. Each instruction shall be responsible for one (1) program section.
5. Summer school instructors shall be provided six (6) hours of planning and preparation time prior to the start of summer school, for each summer school session taught and shall be paid at the per diem rate.
6. Summer school is an optional, supplemental program. Teachers are paid at the summer school hourly rate on the supplemental pay schedule for certificated staff. If it becomes necessary for an employee to be absent for any period of time, the total hours paid for working summer school will be adjusted accordingly.
7. Final summer school budgets will be determined collaboratively between Skill Center administration, program teacher(s), and summer school staff.
8. The final class day of the regular program shall be scheduled as an early student dismissal day consisting of one-half (1/2) of the regular instructional time. The remainder of the workday shall be used by the instructor for post-instruction record-keeping.
9. Summer school instructors are responsible for ensuring that current lesson plans are available in the classroom. Lesson plans are to be available in an easily accessible location.
10. The Association agrees that the District may alter the work year to meet emergency circumstances provided, however, that the total number of workdays for summer school will not exceed the total number of days originally scheduled for summer school.
11. Class sizes will be determined by course offering and available work stations with a maximum of twenty-four (24) students. If the instructor believes the number of students exceeds the classroom capacity, the instructor and the director will meet to discuss

possible support solutions. Solutions could include limiting the number of students, addition paraeducator support, creating another section of the class, etc.

Section 25 - Employee Workday

- A. The regular workday for elementary (grades preschool-6) employees shall be seven (7) hours.
- B. The regular workday for certificated teachers in the Headstart Preschool program will be seven and one-half (7 ½) hours, four (4) days per week, and two and one-half (2 ½) hours on the fifth day. The schedule for the fifth day may be flexible in nature and will be mutually determined and agreed upon by the employee and supervisor.
- C. The regular workday for secondary (7-12) employees shall be seven (7) hours.
- D. Employees shall begin their workday thirty (30) minutes before the student's school day begins and shall continue thirty (30) minutes after the student's school day ends, except on days that administratively called faculty meetings are held.
 - 1. The time before and after student arrival/departure will be used for preparation or conferences with parents/students.
 - 2. Employees teaching a zero (0) hour period shall be allowed to adjust the end of their workday by the amount of time it is lengthened at the beginning of the day.
- E. All other employees on the basic salary schedule will work the regular classroom teacher day for their assigned level.
- F. All employees shall have a thirty (30) minute duty-free lunch period exclusive of the normal workday.
- G. No employee will be required either to report earlier than 7 a.m. or to stay beyond 4 p.m. except when the following occurs:
 - 1. An employee voluntarily agrees to work prior to 7 a.m. or beyond 4 p.m., or
 - 2. The school day is modified by a waiver made through the school decision making, or
 - 3. A new-posted position establishes a workday to start earlier than 7 a.m. or end later than 4 p.m.
- H. No secondary employee will be required to teach more than five (5) instructional periods per day. Skill Center employees will teach six (6) instructional periods per day.
- I. Every reasonable effort shall be made so that secondary teachers will not have more than two (2) different classes for which to prepare in a semester.
- J. Principals will gather input from affected teachers when considering combining two (2) or more credited classes within a single class period.

Section 26 – Extra Duties

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

Section 27 - Staff Meetings

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

Section 28 - Professional Peer Learning

- A. Professional Peer Learning is defined as time for educators to work with one another in order to support student learning. Participation in Professional Peer Learning time must be performed with other education professionals on activities determined by the employee. Participation in Professional Peer Learning time must be performed on district property.

Professional Peer Learning time can include but is not limited to:

- Unit/lesson design based on curriculum guides and grade level expectations
- Sharing best pedagogical practices
- Discussing student work
- Analyzing student data
- Learning together

- Book studies
- Deepening content knowledge
- Participation in staff development programs to improve skills in current teaching assignments.

Early Release Fridays:	15 hours total (12 Days – 1.25 hours)	All hours will be directed by employees.	Dates As identified on the agreed upon calendar proposals for each year.
Professional Peer Learning Time			

- B. Option schools may follow School Decision Making instead of Contract Waiver Process on Professional Peer Learning.

Section 29 - Preparation Periods

- The Association and District recognize the need to provide for preparation periods during the student school day for all employees.
- The District will assure that proper facilities will be available for preparation and planning.
- Preparation time shall be directed by the employee and free of student supervision.
- Elementary Preparation time
 - Such time will be assigned in a minimum of thirty (30) minute increments.
 - Employees who teach Preschool through 6th grade shall have a minimum of 255 minutes a week of preparation time.
 - To allow for classes that are taught every other week, elementary teachers shall have at least 510 minutes of preparation time over a two-week period. Employees shall receive at least 195 minutes of preparation time each week.
 - During state testing windows and conference weeks, effort will be made to provide equity in preparation periods.
 - Preparation time will be received at least three (3) days per week.
 - Missed preparation periods due to shortened weeks or shortened school days are not required to be rescheduled.
 - An effort will be made each year to review the preparation period schedule to ensure equity from year to year (i.e. rotation of long preparations on Monday and Fridays).

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

1. Teachers who are subbed out for professional development are called back to the building if a grade-level position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than 30 minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.
2. Employees may volunteer to give up their preparation period to cover another teacher's class, at which time they will be compensated at their per diem rate.
3. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employee's covering a failed-to-fill position will be compensated at their per diem rate. The rotation list shall be published at the beginning of the year.
4. Should none of the above remedies work, the principal shall determine an alternative solution to provide coverage. If a teacher, to include co-teachers, is assigned students in order to cover a fail-to-fill position, the teacher will be compensated with overload pay at per student/pro-rated, daily rate starting with the first student assigned to the classroom.
5. Specialist classes may not be cancelled for the purposes of providing coverage.
6. Co-teachers may be pulled only during their prep period for the purpose of providing coverage for fail-to-fill positions.
7. Through School Decision Making a school may reorder these remedies.

F. Secondary Preparation Time

1. All secondary teachers will have a minimum of one (1) instructional period per day or an equivalent amount of time in the class schedule cycle determined at the site.
2. This time shall be directed by the employee and free of student supervision.
3. Teacher preparation periods shall be scheduled during the student day.
4. During state testing windows and conference weeks, efforts will be made to provide equity in preparation periods.
5. Secondary Fail-to-Fill: The following process is to be considered in the order listed as a remedy to fill a failed-to-fill certificated position at the secondary level:
 - a. Staff in the building will be offered the opportunity to volunteer to work during their prep time and would receive compensation for working during their preparation period.

When employees agree to give up their preparation period to cover another teacher's class they will be compensated at their per diem rate.

- b. Teachers who are subbed out for professional development are called back to the building if a position cannot be filled, unless proximity of the training to the building would require excessive travel time. Excessive travel time would be defined as more than 30 minutes of travel time required to get back to the building from the training. In unique circumstances an employee may not be required to return.
- c. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis during the employee's prep time. Employee's covering a failed-to-fill position will be compensated at their per diem rate.
 - i. The rotation list shall be published at the beginning of the year. Co-Teachers may be pulled during their prep period only for the purpose of providing coverage for fail-to-fill positions.
- d. Skill Center will follow one of the following options:
 - i. If there are no volunteers, employees with the proper certification shall be assigned to cover a failed-to-fill position on a rotating basis. Every reasonable effort will be made to not assign an employee more than once a week to cover a fail-to-fill position.
 - 1) The rotation list shall be published at the beginning of the year.
 - 2) Employees who are assigned to cover a failed-to-fill position will be allowed to turn in up to one and one half (1.5) hours per half (1/2) day of coverage using the exception hours form. This will be paid at per-diem rate of pay.
 - ii. Should the above remedy not work, the principal shall determine an alternative solution to provide coverage. If a teacher is assigned students in order to cover a fail-to-fill position, the teacher will be compensated with overload pay at per student/pro-rated, daily rate starting with the first student assigned to the classroom.

G. ESA and Certificated Employees not Assigned to Classrooms:

- 1. ESA and other employees not assigned to a regular classroom shall have preparation time. The scheduling of this time throughout the week may vary due to student or building needs.

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

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

J. Super Contracts

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

Section 30 – General Education Workload

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

Grades	Student Numbers
Grades K- 3	25
Grades 4-6	28
Combination academic classes	
Grades K-3	24
Grades 3-4	24
Grades 4-6	27
Grades 7-12	30
Secondary PE	• 36 not to exceed 170 students a day

	<ul style="list-style-type: none"> If more than five (5) special education students, the class size will be limited to 34.
Elementary ELL	47 as a district-wide average, not to exceed 50 per individual caseload. Overload language applies after 47.
Secondary ELL Classes	17 as a district-wide average per class/period, not to exceed 20. Overload language applies after 17.
Secondary CTE, including Skill Center	30
Librarians	There will be sufficient librarian coverage at school sites with libraries.

1. In unique circumstances, the principal shall have the ability to add one (1) student to the class to bring the class size up by one (1). Overload provisions apply.
2. Under exceptional circumstances and with teacher agreement in writing, maximum academic class size, including team-teaching situations shall be exceeded.
3. Integrating Students into General Education
 - a. Any student with an active academic or behavior IEP, in a class for longer than forty-five (45) minutes daily shall be considered as one and one half (1 ½) student count.
 - b. After completion of fall staffing (first ten [10] days of school), if a currently enrolled student is thereafter identified as eligible and receiving special education, the student may not be transferred from the class or the school, based on a 1.5 student count. Adjustments may be made to other student schedules to balance class size while maintaining the goal of teacher continuity.
 - c. Secondary exemptions and special provisions.
 - i. The teachers of the secondary subjects listed below will be informed prior to the placement of students with disabilities in excess of the maximum, and the administrator/designee will be available for discussion regarding the placement of such students. Students with disabilities shall not be counted as 1.5 FTE in the following classes:
 - Secondary art
 - Senior high music lab
 - Middle school music
 - Secondary PE

- Senior high health
- Vocationally Funded classes
- Applied Art

4. Elementary class size provisions

- Every consideration will be made to avoid combination classes. The District will provide additional support to combination teachers.
- The District will provide professional learning opportunities to facilitate conversations between combination teachers, share best practices for both instruction and standards-based grading.
- The District shall make every effort to equitably distribute the number and mix of students based on academic, social and behavioral needs at each elementary grade level and for each combination classroom.

5. Secondary class size provisions

- The District shall make every effort to equitably distribute the number of students at each class section and as new students enroll in school.
- The District shall make every effort to equitably distribute the number and mix of students based on academic, social and behavioral needs in each class section.
- Healthclasses, applied art and music lab classes shall have the same number of students as other general education classes.
- Traditional large group instruction classes.
 - These classes are defined as secondary band, orchestra, choir/chorus
 - In secondary, these classes shall not exceed fifty (50) students without consent of the teacher.
- For secondary art classes, when practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course. Workload concerns may be discussed in District department meetings. An art teacher who has concerns about a special education student(s) may request a meeting with his/her principal in order to problem solve what resources might be helpful to meet the needs of the special education student(s).
- For senior high music lab classes, when practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course.

- g. The District recognizes the importance of music at the middle school level, and therefore, the workload will continue to be reviewed. When practical, the administrator/designee will discuss emerging problems which may result in the merging of previously unmerged courses, problems which result in multiple preparations, or the dropping of a course. Workload concerns may be discussed in District department meetings.
- h. Secondary library media specialists may discuss the closing date of libraries with the principal. Workload concerns may be discussed in District department meetings.
- i. Vocational-funded class size will be established in compliance with the current edition of the State Standards for Vocational Education Programs. The “academic” class size will apply to those classes which are not addressed in the Standards. Students in excess of the Standards or “academic” size will only be assigned after discussion with the teacher. In those programs which traditionally exceed the “academic” class size, the District will take into consideration the number of work stations available when assigning students.
- j. The applied arts class size will be the same as the “academic” class size except for those classes which traditionally exceed the “academic” maximum, and in those subjects the number of workstations will be considered when assigning students. Students in excess of the maximum will only be assigned after discussion and examination of the alternatives with the teacher.

6. Specialist Provisions

- a. Elementary Content Specialist (traditional specialists and extended day specialists) will be scheduled so that they have a minimum of 255 minutes of preparation time and teach an average of the equivalent of nine (9) thirty (30) minute classes per day. Class times in excess of thirty (30) minutes are permitted, as long as the minimum preparation time, as well as the passing times of three (3) to five (5) minutes between classes is maintained.
- b. Specialists shall have three (3) to five minutes (5) of passing time between classes.
- c. Music, art, and PE specialists shall have a minimum of thirty (30) minutes for travel, take down, and set-up time in instances of travel between buildings.
- d. Adequate travel time will be included in ELL teacher schedules.
- e. Library media specialists shall have access to time and resources for staff development particularly related to their assignment.
- f. Specialists who change buildings at the end of the first semester can choose to receive either seven (7) additional hours of pay outside their regular workday/week at the extra-curricular rate, or comparable release time outside of student contact time.

- g. Elementary Art Specialists who teach in three (3) or more schools per year will receive the equivalent of one (1) day of substitute compensation prior to the beginning of the school year for the purpose of preparing for programs in multiple schools.
- 7. In grades preschool-12, effort will be made to assure that classes involving special facilities or student stations (i.e. labs, shop classes, and state legal requirements in career and technical education) shall have no more students than facilities allow.
- 8. Apple and Montessori programs may have the option of electing to form multi-age classrooms in which regular class sizes shall apply. Any other buildings wishing to voluntarily create multi-age classrooms, shall have to go through the waiver process to exceed the class size outlined in this provision.
- 9. Class size may be exceeded in traditional large-group instruction, experimental classes, pilot projects, or differentiated staff pattern situations through the waiver process.

B. Overload Remedies

- 1. After the first ten (10) days of school, should class size maximums exceed the above schedule, the superintendent or designee, in consultation with principals, affected teachers, and other administrators will implement one (1) or more of the following options:
 - a. Employ additional teachers
 - b. Create combination classrooms
 - c. Bus students to other schools
 - d. Modify elementary school boundaries
 - e. Adjust student schedules or subject offerings
 - f. Transfer staff
 - g. Additional overload aide time
 - h. Overload pay
- 2. Elementary teachers
 - a. Teachers will receive aide time beginning with .5 FTE over the agreed upon class size limits. This provision does not apply to elementary specialists.
 - b. Compensation is available for teachers beginning with 1.0 FTE over agreed upon class size limits. The compensation rate is \$187.90 per month per 1.0 FTE over. This provision applies to elementary specialists.

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

3. Secondary Teachers

- a. Teachers will receive compensation beginning with 1.0 FTE over the agreed upon class size limits. A weighted .5 student does not round up to the next number.
- b. The compensation rate is \$37.58 per student per period per month.

4. The calculation for overload compensation shall be based upon the hourly rate for overload aide time and shall be adjusted annually if the overload aide time increases.

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

C. Other workload provisions

The District will strive to maintain class size in close proximity to the district average. The following options will not be used as a reason to not hire additional staff.

- 1. ELD teachers may, with the assistance of SEA, contact the principal and/or supervisor in charge of ELD to address workload concerns.
 - a. The District will do the following:
 - i. Minimize the number of schools that an ELD teacher will travel to on a given school day. In areas of the city where there is low enrollment, attempts will be made to minimize travel time, distance, and/or number of staff affected with schedules that require more than visiting two (2) school sites per day.

- ii. Minimize the number of content subjects that are taught in one class period.
 - 1) Schools with lower enrollment will consider master schedules that minimize the number of content subjects that a teacher would need to teach in a given class period (e.g. alternate content every other year).
 - 2) If more than one content subject is taught, other solutions may be considered as well. Options could include the following:
 - a) Additional prep;
 - b) Limit language levels per class period;
 - c) Adding bilingual specialists
 - d) Hiring additional certificated staff;
 - e) Mainstreaming students into general education classrooms.
 - iii. The ELD overload compensation rate is \$37.58 per student, per period, per month.
2. All grant applications must follow the procedures established by Labor Management as indicated on the Grant Application Form.
 3. An paraeducator (s) will follow special education student(s) to the specialist's class if the paraeducator (s) is (are) assigned specifically and solely to the special education student(s) for that specific period of time for the purpose of supervision and direct assistance. In the event there is a dispute regarding the interpretation of this section, the principal will make the decision after consulting with the IEP team.
 4. Advisories: Schools must use their building decision making process, ensuring that all impacted employees have the opportunity to participate in order to implement an advisory program. The program will align with the School improvement plan (SIP) and follow these criteria:
 - a. Grades will not be required
 - b. The program will not exceed 100 minutes per week,
 - c. Activities will be preplanned, with all materials prepared, and provided to the teacher.
- D. If the District determines there is a financial necessity to suspend workload provisions, prior to taking such action, the District will consult with Labor Management.

Section 31 - Special Education Workload

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

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

Behavior Intervention Specialist	K-12	<ul style="list-style-type: none"> Employees will serve no more than 15 schools and assignments shall not cross levels (i.e.: elementary and secondary)
Education Specialist	K-12	<ul style="list-style-type: none"> Staffing levels will be evaluated annually.
Special Education Preschool	Self-Contained	<ul style="list-style-type: none"> Up to twelve (12) students based on student needs Two (2) Paraeducators at six (6) hours each four (4) days a week.
	ECEAP	<ul style="list-style-type: none"> Max. of eighteen (18) students per session with maximum of six (6) students with IEPs. Paraeducators that are assigned only to ECEAP for two (2) sessions are six and one half (6.5) hours. Paraeducators assigned to ECEAP for one (1) session and Preschool for one (1) session are six and one quarter (6.25) hours.
	Headstart/CAPE	<ul style="list-style-type: none"> In addition to the Headstart/CAPE students, there will be a maximum of six (6) students with IEPs. In addition to Headstart/CAPE provided staff, the District will provide one (1) paraeducator at six and one-half (6.5) hours two (2) days a week to support students with IEPs.
Elementary	Resource Room	<ul style="list-style-type: none"> .5 FTE = a maximum of sixteen (16) IEPs and three (3) hours paraeducator time per day. 1.0 FTE = from seventeen (17) to thirty-two (32) IEPs and six and one half (6.5) hours paraeducator time per day. If the student caseload increases to greater than thirty-two (32) students with IEPs, the District will review the program and add additional certificated FTE.
	Self-Contained (mild to moderate needs)	<ul style="list-style-type: none"> Classrooms of up to ten (10) students will be staffed with 1.0 FTE and two (2) six and one half hour (6.5) paraeducators. <hr/>
	Self-Contained (ABLE)	<ul style="list-style-type: none"> Classrooms of up to eight (8) students will be staffed with 1.0 FTE and three (3) six and one half hour (6.5) Para-educators.

	(Profound Needs)	
	Self-Contained (BI) (behavior intervention rooms)	<ul style="list-style-type: none"> Classrooms of up to ten (10) students will be staffed with 1.0 FTE and one (1) six and one half hour (6.5) paraeducator A and one (1) three (3) hour paraeducator Caseload includes 504 and IEP students
	MHOH (moderate to severe profound needs)	<ul style="list-style-type: none"> Classrooms of up to eight (8) students will be staffed with 1 FTE and two (2) six and one half (6.5) hour paraeducators.
Secondary	Resource Room	<ul style="list-style-type: none"> Thirty-two (32) IEPs and six and one half (6.5) hours paraeducator time per day. .2 FTE = maximum of 6 students .4 FTE = maximum of 12 students .6 FTE = maximum of 18 students .8 FTE = maximum of 24 students 1.0 FTE = maximum of 32 students No more than eighteen (18) students shall be assigned per self-contained resource class section. If the student caseload increases to greater than thirty-two (32) students with IEPs, the District will review the program and add additional certificated FTE.
	Self-Contained (mild to moderate needs)	<ul style="list-style-type: none"> Classrooms of up to ten (10) will be staffed with 1.0 FTE and two (2) six and one half hour (6.5) paraeducators.
	Self-Contained (ABLE) (profound needs)	<ul style="list-style-type: none"> Classrooms of up to eight (8) students will be staffed with 1.0 FTE and three (3) six and one half hour (6.5) Paraeducators.
	Transition (DI) STEP, IMAGES, Project Search	<ul style="list-style-type: none"> Classrooms of up to fifteen (15) will be staffed with 1.0 FTE and one (1) six and one half hour (6.5) paraeducator.

		<ul style="list-style-type: none"> Student work experience schedules will be staggered so that classrooms have no more than ten (10) students at one time on a regular basis.
	Behavior Intervention (BI)	<ul style="list-style-type: none"> *Based on the current 'Book-End Model'. If the model changes, the contract language will revert back to 2012-2015 CBA language. Caseloads will consist of no more than fifteen (15) students Classroom periods of up to ten (10) will be staffed with 1 FTE and staffed with one (1) six and one half (6.5) hour paraeducator and one (1) three (3) hour paraeducator. Caseload includes 504 and IEP students
	Co-Teaching w/ Gen Ed (BI and Resource)	<ul style="list-style-type: none"> The District may provide additional support to co-teachers based on need. The District will further study co-teaching in order to determine the effectiveness and will negotiate staffing levels at the time the study is concluded.
	MHOH (moderate to severe profound needs)	<ul style="list-style-type: none"> Classrooms of up to eight (8) will be staffed with 1.0 FTE and two (2) six and one half (6.5) hour paraeducators.

B. Overload Remedies for Special Education Classrooms

1. When caseload/class size is exceeded

- a. The District will do monthly counts on special education count day.
- b. For classrooms with up to four (4) students in overload on the monthly count day, the teacher will have one of the following options:
 - i. The District will hire a substitute to provide workload relief.
 1. If the condition is anticipated to continue for more than one month, an additional certificated staff person will be hired to team teach with the existing teacher. In the event a substitute or certificated staff person is not available to address the overload condition, the lead teacher will be compensated at \$200 for each overload student per month, pro-rated

based on the number of school days a substitute was not provided in the month.

OR

2. The district will compensate the lead teacher at \$200 for each overload student per month. The count will be determined on the monthly special education count day. Pay will be provided until a certified special education team teacher is hired or a new classroom is created.
- c. For classrooms with five (5) students in overload on the monthly count day, the District will establish a new classroom and redistribute the students.
 - i. Until the new classroom is established with a new teacher, the teacher will be continued to be paid overload for each overload student per month.
2. If employees have questions or concerns about caseload, they can generate a caseload review by notifying, in writing, the special education administrator assigned to their program/school.
3. The caseload review will occur within ten (10) school days of the request.
4. Results of the caseload review will be communicated in writing to the requesting staff member and building principal.
5. There will be an oversight committee comprised of two (2) elementary and two (2) secondary special education teachers, one (1) elementary principal, one (1) secondary principal, one (1) SEA representative, and the special education director. The oversight committee will meet in October, January and April or more often upon request of the employee(s) to review the special education caseload data trends.

C. Case Management Support

1. Special education teachers will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.
 - a. The following is a list of case management responsibilities of all resource teachers:
 - i. Schedule IEP meetings at least two (2) weeks prior to the annual IEP due date to minimize the possibility of lapsed IEPs. The IEP meeting will be conducted before the IEP due date.
 - ii. Chair the IEP meetings unless other arrangements have been made through the appropriate special education staff. The case manager must attend even if not chairing the meetings.

- iii. Return completed IEPs to the Special Education Department. The completed IEPs must be received in the Special Education Department within two (2) full working days after the annual IEP meeting is held in order to ensure funding from the state.
- iv. Monthly, review student lists in the online IEP system to ensure all students listed are in attendance and receiving special education services. Data changes must be entered into the online IEP system within five (5) working days of teacher review.

Section 32 – ESA Workload

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

B. Case loads

School Counselors	<ul style="list-style-type: none"> At least one (1) FTE per elementary. Consideration will be given to adding beyond 1.0 (one) FTE staffing based on student and building needs. At least two (2) FTE per middle school. Consideration will be given to adding beyond 2.0 (two) FTE staffing based on student and building needs. At least five (5) FTE per high school. Consideration will be given to adding beyond 5.0 (five) FTE staffing based on student and building needs.
School Psychologists	<ul style="list-style-type: none"> District-wide average staffing: 1.0 FTE per 1250 students. The District-wide staffing average will be calculated by dividing the total District enrollment by the total school psychologist allocation, excluding psychologists assigned to complete preschool assessments. If any individual psychologist caseload is at or above fourteen (14) evaluations generated a month, overload provisions shall apply.
Speech Language Pathologists	<ul style="list-style-type: none"> District-wide average caseload: 1.0 FTE per fifty-six (56) students assigned to a 1.0 FTE. The district-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs by the total number of SLPs. If any individual SLP caseload exceeds fifty-six (56) students, overload provisions shall apply.
School Nurses	<ul style="list-style-type: none"> Appropriate staffing levels for nursing services will be based on student and building needs. Consideration will be given to staffing for buildings with students qualified as medically fragile.

Occupational Therapists	<ul style="list-style-type: none"> • District-wide average caseload: 1.0 FTE = forty (40) students with IEPs and 504 Plans • The district-wide staffing average will be calculated by dividing the total number of students being served who have current IEPs and the percentage of the annual average number of 504 Plans served by the OTs by the total number of OTs. • The percent of the annual average of 504 plans served by OTs will be recalculated annually to account for changes that may affect staffing.
Physical Therapists	<ul style="list-style-type: none"> • Appropriate staffing levels for physical therapy services will be based on student and building needs.

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

1. Evaluation data
2. Student mobility rates
3. Number of special education students in the building(s)
4. Number and type of special programs contained in the building(s)
5. Student enrollment in the building(s)
6. Poverty rate in the building(s)
7. Number of preschool referrals
8. The availability of additional resources like Title and/or LAP dollars in the building(s)
9. Level of school(s) being served (e.g. elementary, secondary or alternative)
10. Number and type of medical needs (for nursing staff)

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

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

1. Caseload will be monitored on a monthly basis, no later than the tenth of each month, and no later than ten (10) days following the start of the school year. Caseload information is required and is to be submitted to the compliance secretary.
2. Should it be determined that an individual is overloaded, the District shall take one (1) of the following actions, which shall be temporary only for the duration of the overload:
 - a. Hire temporary substitute help
 - b. Hire additional School Psychologists, SLPs, OTs, PTs, and School Nurses, including increasing part-time employee FTE
 - c. Redistribute caseload support to other School Psychologists, SLPs, OTs, PTs, and School Nurses.
 - d. Reassign existing and appropriately endorsed staff
 - e. Hire Certified Occupational Therapist Assistants
 - f. Hire Certified Physical Therapy Assistants
 - g. Hire Certified Speech Language Pathologist Assistants
 - h. Provide overload pay at the following rates, if other remedies above are not practical solutions
 - i. School psychologists: Each evaluation at or above 14 shall be considered overload and will be paid at the per diem rate x six (6) hours.
 - ii. SLPs: Each overload student (those in excess of fifty-six [56]) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40) per month, paid directly to the SLP.
 - iii. OTs: Each overload student (those in excess of forty [40]) who can be accommodated in a preset grouping shall generate an additional forty dollars (\$40) per month, paid directly to the OT.
 - i. Overload remedies shall not be used as a reason to not hire additional staff.
 - j. Other options if jointly agreed to by the District and by the Association/employee.
3. A minimum of 1.0 FTE SLP will be dedicated to conducting assessments consistent with program needs. These employees shall not be included in the employee staffing ratio as they are dedicated to conducting assessments and do not serve students with IEPs. The District will consult with the Association if this minimum staffing level needs to be revised.

4. If an individual school psychologist, SLP, OT, School Nurse, or PT has questions or concerns about his/her caseload, he/she can generate a caseload review by notifying, in writing, the appropriate special education administrator.
 - a. The caseload review will occur within ten (10) school days of the request.
 - b. Following the review, overload remedies will be consistent with the provisions above.
 - c. If the review finds that the caseload is within the bargained caseload parameters, the District may review case management practices to assist the program in being efficient and effective.
 - d. The results of the caseload review will be communicated in writing to the requesting staff member and the building principal.

E. School Nurses

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

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

1. If a substitute is not available on the day(s) of absence, an equal number of substitute days will be provided for the substitute to assist in completion of unfinished work. The substitute days must be provided within twenty (20) school days of the absence.
2. In the event the District has made a good faith effort to provide the requested substitute, and if no substitute is available within twenty (20) days of the absence, the District will not be obligated to provide a substitute.

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

H. Case Management Support

School psychologists, SLPs, OTs, and PTs (except nurses) will be provided with up to fifteen (15) hours of pay at per diem rate on a prorated basis in recognition of IEP/Evaluation case management needs.

Section 33 - Skill Center Employees

- A. The following section shall apply to Skill Center employees only. All other provisions of this Agreement shall apply to Skill Center employees unless otherwise specifically excluded from the provision.

- B. Full-time Skill Center employees shall receive a minimum of fifty (50) minutes of preparation time each day. Part-time employees shall receive pro-rated preparation time. The District acknowledges that this is less time than other secondary employees receive and will make every effort to increase prep time to sixty (60) minutes for all full-time employees. No preparation time shall be less than ten (10) minute increments.
- C. The District will promote the Skill Center as an extension of the programs offered at all consortium high schools and as a valuable opportunity for all levels of students. The District shall provide resources, including, but not limited to, secretarial support, administrative support, release time and substitute support, to ensure the promotion of the Skill Center. The following things shall be done to promote the Skill Center:
1. Current individual Skill Center program descriptions with computer registration codes shall be part of each high school registration packet.
 2. Program descriptions shall be provided, along with a formal request to consortium school districts, to place in their registration materials.
 3. Skill Center information shall be included in District public relations feature communications.
 4. Promotional materials shall be maintained and updated for use by all consortium districts to market the Skill Center. The District will allow easy access for these materials to be shared with secondary schools.
 5. Annually, the District shall provide all secondary counselors with opportunities to get to know the programs offered at the Skill Center. These opportunities may include, but not be limited to, tours, open houses, meetings held at the Skill Center, brochures, etc.
 6. The District shall arrange for and transport interested students to the Skill Center for a planned career exploration visit each year.
 7. On a regular basis, Skill Center administration shall arrange and support presentations in District and consortium high schools and middle schools to promote the Skill Center programs.
- D. Advisory Meetings:
1. The first two (2) of these meetings shall be part of the base contract. One (1) additional meeting may be required by the Director, and the time shall be paid at the per diem rate.
 2. Administration has a shared responsibility in creating and maintaining a robust advisory committee program. As needed, administration and the teacher will meet to determine what support may be provided for the program advisory. Support could include scheduling advisory committee meetings, compiling and distributing agendas, notifying committee members, typing and distributing notes, finding committee members, attending advisory meetings, etc.

E. Open House

1. Teachers shall participate in one (1) open house per contract year.
2. Teachers may choose to attend the optional spring open house.

F. Fees

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

G. Skill Center Enrichment

1. Skill Center teachers shall have a supplemental contract equivalent to three (3) days at the per diem rate.
2. This time shall be used for setting up and closing down classroom facilities, advisory responsibilities, work-based learning, and visiting consortium schools and industry to market the Skill Center.
3. Skill Center teachers shall receive up to seven (7) hours at the per diem rate to hold parent teacher conferences or meetings outside the work day.

H. New Skill Center employees will be given CTE certification information as part of their Skill Center orientation.

I. New Skill Center employees will be given information about the law dealing with salary placement at the time of their hire.

J. Skill Center certificated teachers will be afforded the opportunity to send a representative to the meeting of the Skill Center Administrative Council. This representative shall be released from duties to attend such meetings. The representative may submit agenda items through the Director of the Skill Center and shall be allowed full participation in discussion. The representative shall be excluded from sessions during the period of time where the topic of discussion is confidential in nature.

K. Skill Center Program Alignment and Improvement Process:

1. Throughout the year, the administrative team, staff, and advisors shall regularly review all programs to assess goals, progress, and viability of each program.
2. This process is intended as a proactive step to provide support for program goals, progress and viability.

3. The improvement process is not to be used as a replacement for teacher evaluation, but rather, focus on program evaluation.
4. Areas to be studied during the improvement process include:
 - a. Enrollment
 - i. Review current numbers as well as historical numbers and enrollment patterns.
 - ii. Are Skill Center students representative of students served at the comprehensive high schools? Why or why not?
 - iii. Which districts are sending students to the Skill Center?
 - b. Industry Need:
 - i. Are there job opportunities in the region?
 - ii. Are the students prepared for the jobs?
 - iii. Does the program meet industry needs for certification and licensing?
 - iv. Does the program prepare students to earn a livable wage or provide a meaningful step towards further training and/or education?
 - v. What are the current industry trends?
 - c. Post-Secondary Opportunity
 - i. Are there programs at the post-secondary level that could partner with this program?
 - ii. Are there articulated credit/s that are offered?
 - iii. Are there any further certificates or licenses that students could receive outside of this program?
 - iv. Does the program prepare students for two-year, four-year or other post-secondary opportunities?
 - v. Are students actually using the post-secondary opportunities available to them?
 - d. Non-Duplicated Preparatory Curriculum:
 - i. Are there duplicate programs at the comprehensive high schools within the consortium?

- ii. Are there academic pathways that lead from the high school to Skill Center programs?
 - iii. Are there exploratory programs at the high schools that could partner with this program?
 - iv. Does the program provide a curriculum that is not offered in the comprehensive high schools?
- e. Student Interest:
 - i. "Student Entry/Exit Survey" data will be reviewed by affected staff.
 - ii. Affected staff will review career/pathway interest survey data when available from students who are not currently attending the Skill Center.
- f. Annual Review of Student Retention Information:
 - i. Why do students leave the program?
 - ii. Do qualified students stay in the program?
 - iii. Is the attrition consistently high with program qualified students?
- g. Availability of Appropriate Technology to Support Programs:
 - i. Is the equipment current with industry needs?
 - ii. Does the equipment support the student and/or program needs?
- h. Information through Marketing Efforts to Consortium Schools
 - i. Consortium-wide, do students, parents, and high school staff (particularly counselors) understand the expectations and prerequisites of this program?
 - ii. Are the students who are being directed toward this program a good fit?
 - iii. Do school counselors, administrators and parents recognize the viability of the program for students?
 - iv. Do stakeholders see the value added beyond the comprehensive high school?
- i. Adequate Advisory Support to Promote Program Viability
 - i. Does the program have a viable, functioning advisory committee that supports the goals of the program and Skill Center?

5. Throughout the process, programs may need to make adjustments to help revitalize or change. Administration will work with teachers to support the changes.
6. If after this process, programs are determined to no longer be viable, the District may make the decision to dissolve the program. In the event that the program is dissolved then the teacher may use current endorsements and certifications and shall be placed using applicable provisions in the assignment transfer process or apply for a conditional certification. If conditional certification is obtained, the District will make every effort to place this teacher according to their qualifications through the Assignment and Transfer and/or Layoff/Recall provisions.

L. Definitions

1. Human Resources validates or approves credits for salary enhancement as specified by OSPI approved credit providers, and serves as a committee to the provider, as specified by OSPI.
2. Occupational Classroom or Conference Training Sessions - One quarter credit hour shall be granted for each ten clock hours of approved vocational training.
3. Occupational Credit - One quarter credit hour shall be granted for each 100 hours of occupational experience in the certificated discipline evidenced by a signed statement of hours worked, or a new employee's statement of experience from employers and/or verification of employment will suffice for the credit grant.
4. College Training - approved college quarter credit hours will be honored on an hour for hour basis.
5. Management Experience – 2000 hours of supervisory and/or gainful self-employment experience shall be equal to one (1) year experience credit. For initial placement, increments of greater than 0.5 years' experience credit will be rounded to the nearest whole year.
6. All items in this article shall be in accordance with the appropriate WAC's.

M. Salary Placement Schedule

1. The Salary Schedule shall be the Skills Center Salary Schedule.
2. The initial placement and the subsequent advancement of employees on the salary schedule shall be in accordance with the appropriate WAC's. As revisions or replacement of the WAC's occur, the terms and conditions of salary schedule placement and advancement for the Skills Center shall also be changed. The effective dates for such changes will also be in accordance with the effective date for the revised or replacement codes.
3. Initial Placement Non-Related Degree - V Type Certificated Staff

- a. Determine the date on which the employee fulfills minimum vocational certification requirements. To qualify the employee must have met the minimum occupational experience requirement as defined in the appropriate WAC and must meet one of the following criteria:
 - i. Completion of an apprenticeship program receiving journey level according to rules and regulations established by the Washington State Apprenticeship and Training Council.
 - ii. A valid license by the State of Washington to practice a particular occupation or profession.
 - iii. An associate degree or diploma issued by a community or technical college, which indicates the completion of a program for the same occupation as the program area credential.
 - iv. A recommendation to Human Resources from the individual program's advisory committee regarding the candidate's knowledge and skills in the specific occupation which is determined following a review of the candidate's credentials.
4. Initial column placement shall be made using the following guidelines. Such guidelines shall be adhered to in numerical order.
 - a. A Vocational Training Certificate awarded in accordance with the appropriate WAC shall establish an employee on the first column and step of the schedule.
 - b. For each additional quarter credit awarded for occupational experience or college credit the employee shall be placed in a column appropriate to the total number of credits up to and including column head MA.
 - c. Management and/or self-employment experience will cause the employee to be placed on a step equal to the number of verified years in these positions. Such management and/or self-employment experience will not exceed a total of six (6) years.
 - d. Teaching experience will be credited year for year and will cause the employee to be placed on a step equal to the number of years, plus any steps granted by virtue of the previous paragraphs.
5. New Skill Center employees will be given information about the law dealing with salary placement at the time of their hire.

N. Advancement on the Salary Schedule

1. Advancement in column placement requires the additional credits indicated on the Schedule. Credits may be earned as follows:

- a. College credits: Granted on a credit per credit basis if approved by Human Resources following OSPI guidelines.
 - b. Professional credits: Refers to classroom or technical training granted on a one (1) credit per ten (10) clock hours of class time, approved by Human Resources following OSPI guidelines.
 - c. Occupational experience credits: In keeping with OSPI requirements for continuing occupational experience for vocational instructors, credit will be granted for work experience. Credit will be granted on one (1) credit per one hundred (100) work hours.
2. Advancement in step requires that the instructor complete one (1) years' experience in classroom instruction.
3. To be accepted for salary advancement, all credits that are approved in the salary schedule and acceptable for the S275 Report shall be submitted directly to the District Human Resources office.

Section 34 – Option Schools

A. Pilot School Task Force

1. The Pilot School Task Forces are established to make recommendations for changes to The Community School and Spokane Public Montessori's operations and organization that would allow flexible decision making and autonomy from existing collective bargaining agreement provisions and from the District. Recommendations will be made to the district Superintendent and will be provided to the School Board.

B. The task Force recommendations will include descriptions of:

1. Flexibility and autonomy in the area of staffing
2. Flexibility and autonomy in the area of budget
3. Flexibility and autonomy in the area of curriculum and assessment
4. Flexibility and autonomy in the area of governance
5. Flexibility and autonomy in the area of school calendar
6. Estimated costs of implementing recommendation, including major assumptions
7. Target outcomes for students served by The Community School and Spokane Public Montessori
8. Areas of programming to be reviewed through program evaluation and a potential cycle for such reviews

C. The task force will be made up of:

1. Three (3) representatives from District administration identified by the Chief Academic Officer
2. The Community School and Spokane Public Montessori School principal
3. At least two (2) classified staff person from each site, representing student support and school support position to be identified by SEA president
4. At least two (2) teachers from each school to be identified by the SEA president

D. The task force will begin in September 2016. An interim report will be provided to the Superintendent and the SEA President by January 31, 2017. The final report will be provided to the Superintendent and the SEA President by March 31, 2017.

E. Target implementation for The Community School and Spokane Public Montessori will not occur before fall of the 2017-2018 school year.

- F. To the extent possible, the report recommendations will be arrived through consensus. If recommendations are not reached through consensus, the report may include “minority reports” that include alternative recommendations or information.

Section 35 – Online Learning (Spokane Virtual Learning [SVL] and Skill Center)

- A. Except as noted in this section, all other provisions of the Agreement apply to employees with Spokane Virtual Learning or Skill Center online class assignments.
- B. Online class positions shall be filled by District employees only.
 - 1. For exceptional circumstances, the District may enter into a multi-district consortium for online learning.
 - 2. If the District enters into a multi-district consortium for online learning, the Association shall be notified and the District shall make every effort to have a current District employee teach the class.
- C. No employee can be assigned more than .2 FTE in a super contract in SVL or .5 FTE at the Skill Center.
- D. Hiring for SVL Supplemental/Super Contracts
 - 1. SVL staff who have served for two (2) consecutive years shall be offered a position for the following term and shall not be required to interview for the position, with the following considerations:
 - a. A position must be available in order for it to be offered to the employee.
 - b. Employees who have been notified of concerns and supported to make improvements may not be offered a position for the following term, if improvements have not been made. The current employee may apply for the position(s).
 - c. SVL seniority shall be determined by continuous SVL experience with the exception of a maximum of one (1) missed school year. Once an employee misses more than one (1) school year, SVL seniority starts over.
 - 2. Hiring for summer school shall follow the language as set forth in the collective bargaining agreement.
- E. Class size
 - 1. Workload language as described earlier in the Agreement, including the weighting provisions, shall apply.
 - a. Overload only applies if the employee is at a .2 FTE.

- b. For semester long classes, class size shall be determined at the end of the third week of each semester. If enrollment exceeds the class size limits as outlined in the Agreement, overload provisions shall apply.
- c. For credit retrieval programs or other classes where the enrollment may fluctuate, overload shall be calculated at any time enrollment exceeds class size limits in the month.

E. Compensation for Online Classes

1. Super contracts

- a. For classes of fourteen (14) students or less, the pay shall be at .1 FTE of the employee's current placement on the Salary Schedule
- b. For classes with enrollment from fifteen (15) – eighteen (18) students, the pay shall be at .1 FTE of the employee's current placement on the Salary Schedule. An additional .1 FTE will be paid retroactively for each monthly enrollment of fifteen (15) to eighteen (18) students. This payment will be at the end of the semester.
- c. For classes with enrollment of nineteen (19) or more, the pay shall be a .2 FTE of the employee's current placement on the Salary Schedule

2. Online Assignment as Part of Base Contract

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

F. Preparation time

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

G. Pay for curriculum development

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

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

I. Evaluation

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

J. Supplies and materials

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

K. Support

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

L. Layoff

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

M. Online Office Hours/Workday

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

Section 36 – Montessori

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

1. All training be paid in full by the District
2. Release paid time shall be provided by the District to complete the required observations.

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

1. Should the employee leave prior to the end of the five years, they shall reimburse the District for the cost of their release on a pro-rated basis.
2. If the employee leaves due to medical reasons, the reimbursement shall be waived.
3. If the employee is laid off or involuntarily transferred from the school, this reimbursement shall be waived.

4. In unique circumstances, the District shall consider waiving the reimbursement. This decision is at the sole discretion of the District and is not subject to the grievance provisions identified in this agreement.

Section 37 - Substitute for Principal

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

Section 38 - Department Leaders

- A. Comprehensive Middle School Academic Leadership
 1. Each middle school site will be given an annual lump sum to compensate staff for academic leadership and responsibilities.
 2. Each building site will select the model for allocation of funds, as appropriate to their needs, recognizing that this may vary from year to year.
 3. Each middle school will receive four percent (4%) of the zero step of the BA column of the salary schedule times ten (10) positions. This is a funding formula only.
 4. Each school will decide for itself how many positions are needed, the stipend amount and the duties involved.
 5. Curricular area employees shall contribute input into the department leaders' selection process. With provided input, building administration will make the final selection decision.
 6. Only employees covered in this agreement shall serve as an Academic Leader in Middle School.
 7. The individual Department Plan and Process:
 - a. After the one-on-one meeting with the department leader, the principal or designed will meet with the department(s) to discuss building and department needs and priorities and will, in collaboration with department staff, create department leadership models which will address the four areas of responsibility. The plans will identify what will be done by the department leader and what may be assigned to and/or shared with department leader assistant(s), if applicable.

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

B. High School Department Leaders

- 1. High school department leader positions will be offered annually on separate supplemental contracts.
- 2. Once hired, the department leader and the principal with input from the department shall determine the number of the department leader assistant positions to be filled. The building administrator shall have the final decision as to the number of department leader assistant positions needed, if any.
- 3. Department leader areas of responsibility
 - a. Department Leadership – meetings, communication, various operational needs
 - b. Instructional Leadership – building/District priority focus
 - c. Assessment – Coordinate Building, District and State Assessments
 - d. Management - budget tracking, supplies, materials
- 4. The responsibility area and stipend amount may be shared by the department leader with department leader assistants. Shared stipend amounts will be sent to Human Resources and will be approved and confirmed via supplemental contract.
- 5. A maximum of ten (10) Departments will be authorized for each high school. Curricular areas include: Math, Science, English, Social Studies, World Language, Special Education, Health and Fitness, Visual and Performing Arts, and Career and Technical Education.
 - a. Departments may be clustered, grouped or organized to meet building needs and District goals.
 - b. Each Department will consist of three (3) or more certificated staff members regardless of FTE.

- c. Certificated staff will count in each department they teach. (Note: the parties will want to ensure co-teaching is addressed in dept. leaders once co-teaching language is agreed to.)
 - d. Annually, the principal will meet with department leaders to discuss the organization of the school's departments and may share potential options/clusters.
 - e. If any reorganization of the school's departments is to be considered, impacted staff shall contribute input to the building principal or designee. With provided input, building administration will make the final selection decision.
 - f. The principal or designee will then meet one on one with each department leader to review the department organizational options and will discuss the roles and responsibilities regarding department needs and school priorities for the next year.
6. The Individual Department Plan and Process:
- a. After the one-on-one meeting with the department leader, the principal or designee will meet with the department(s) to discuss building and department needs and priorities and will, in collaboration with department staff, create department leadership models which will address the four areas of responsibility. The plans will identify what will be done by the department leader and what may be assigned to and/or shared with department leader assistant(s), if applicable.
 - b. The principal or designee and the department leader will bring options to the department to discuss and decide department leader and department leader assistant assignments.
 - c. The principal or designee will meet regularly with the department leaders to discuss goals, progress and/or possible plan changes. Changes, if any, will be discussed with the department to explain and to gather feedback.
 - d. Each spring the aforementioned process will be followed.
7. Department Leader Compensation
- a. Department leaders will receive five (5) additional days' pay for work requiring completion on a non-school day.
 - b. Additional stipends are based upon size of department, years of experience and the responsibilities assigned.
 - c. The department leaders' role and responsibility stipend amounts for 2018-2019 are adjusted by 1.9%.
8. This provision applies only to the five (5) comprehensive high schools.

9. Only employees covered under this agreement shall be allowed to hold Department Leader positions.

Section 39 - Substitute Teachers

- A. An employee who is hired on an incidental basis for a short duration, usually to replace an individual out in an absence for a brief or unknown period of time has substitute status. These employees, upon serving the minimum number of days required by law for representation, are covered by the following sections: employee workday, preparation periods, and identification cards. Employees with substitute status shall receive the rate established by the Association and the District.
- B. The District agrees to notify substitutes at the earliest possible date and time when their services are to be used, assuming adequate notice is given by the absent employee. If adequate notice is provided, the substitute will be expected to adhere to the workday of the regular employee whom he/she is replacing. All substitutes shall be provided with the necessary keys upon checking in with the school principal or designee.
- C. Qualified substitutes, upon application, will be given consideration for full-time regular employment as specified in the Assignments and Transfer provision contained in the Agreement.
- D. In the event a substitute is denied employment as a regular employee, the District will, upon request, provide written reasons for the denial.
- E. As substitutes become long-term substitute employees, as defined by placement in the basic personnel contract or by serving more than twenty (20) consecutive full days in the same assignment, they will be granted proper placement on the basic salary schedule according to educational credits and years of experience.
 1. Placement on the Salary Schedule will be retroactive to the first day of continuous service.
 2. Experiential credit will be granted on the salary schedule for substitute service which meets the minimum number of days required to obtain credit for experience on the salary schedule.
 3. Long-term substitutes will receive one (1) sick leave day per month of continuous service. Sick leave earned may be used during the time it is earned and will not accumulate from year to year.
- F. Substitute lists will be made available, upon request, in each building to the regular employees of that building. Employee requests through the building principal or designee for a specific substitute(s) will be honored provided the substitute is qualified, has not had prior performance concerns in the building, and is approved by the principal/designee, and if ample notice is given and the substitute(s) is available.
- G. Prior to the District taking action to reduce or eliminate a substitute for refusing to substitute, the District will contact the substitute with a warning.

- H. Human Resources will make a concerted, good faith effort to generate and maintain a pool of substitutes for Special Education ESA (OT, PT, SLP, Psychologists) staff which may include but not be limited to the following activities: job fairs, advertising, retirees, local university programs, and network with other districts to create a common substitute pool.
- I. In order to provide in-service training during the school day, the District will make a good faith effort to generate and maintain an adequate number of substitutes for special design classroom staff.

Section 40 – Classroom Certificated Staff Evaluation

A. Definitions

Evaluation shall mean the completion of the Performance Evaluation Report for Certificated Employees.

Criteria shall mean one of the eight (8) state defined categories to be scored.

Component shall mean the sub-section of each criterion.

Element shall mean the sub-section of a component on the Washington State Marzano evaluation rubric. The Marzano Instructional Framework details 60 elements to describe instructional and professional practice.

Primary Evaluator shall mean the administrator who manages the evaluation process for a specific employee and completes the summative evaluation report. At least one (1) observation must be completed by the primary evaluator.

Contributing Evaluators shall mean administrators who may assist the primary evaluator in collecting evidence. Up to two (2) contributing evaluators may be identified.

Observation shall mean the data-gathering in person for the evaluation that is obtained through knowledge of teacher performance. Another way of gathering data is through the informal observation process.

Artifacts shall mean any products generated, developed or used by a certificated teacher.

Evidence shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric. Once an artifact is scored against the Marzano evaluation rubric it becomes evidence which can then be used as data for the summative evaluation. Evidence collection is a sampling of data to inform the decision about level of performance and should be gathered from the normal course of employment.

Not Satisfactory shall mean:

Level 1 (not using/beginning) – receiving a summative score of 1 is not considered satisfactory performance for all teachers.

Level 2 (developing) – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative score of 2 has been received two years in a row or two years within a consecutive three-year period, the teacher is not considered performing at a satisfactory level

Student Growth Data shall mean the change in student achievement between two points in time.

B. Applicability and Transition Plan

1. This evaluation system only applies to classroom teachers, specifically those staff with an assigned group of students who provide academically focused instruction, and both assess and monitor student growth. A classroom teacher includes all Special Education teachers, Intervention teachers (including Reading Recovery) and Elementary librarians.
2. The term “classroom teacher” does not include Educational Staff Associates (ESAs) speech language pathologists, school psychologists, occupational therapists, counselors, physical therapists, nurses, Home Health, BEST, SVL and Homebound teachers, secondary librarians, TOSAs, Instructional Coaches, Education Specialist, Behavior Intervention Specialists and other bargaining unit members who do not work with regularly recurring and specifically defined groups of students. Those bargaining unit members who do not meet this definition will remain under the previous evaluation system, as defined in Section 41.
 - a. During the 2016-17 school year, any staff member from the SVL or BEST programs may volunteer to be evaluated on TPEP.
3. Comprehensive Evaluation will be used for all provisional teachers, teachers who had a summative rating of 1 or 2 and teachers on probation.
4. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation.

C. State Criteria, Framework, and Scoring

1. The state evaluation criteria are:
 - a. Centering instruction on high expectations for student achievement,
 - b. Demonstrating effective teaching practices,
 - c. Recognizing individual student learning needs and developing strategies to address those needs,
 - d. Providing clear and intentional focus on subject matter content and curriculum,
 - e. Fostering and managing a safe, positive learning environment

- f. Using multiple data elements to modify instruction and improve student learning,
- g. Communicating and collaborating with parents and the school community, and
- h. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

2. Instructional Framework

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

3. Criterion Performance Scoring

- a. Data shall be collected for criterion scoring throughout the year, through observations, artifacts/evidence, Professional Growth and Development Plan and Student Growth Goals.
- b. Scores will be given based upon observed implementation of instructional strategies used in the observed lesson. Evidence and artifacts shall be considered and be part of the component scoring by the evaluator.
 - i. Submitted artifacts must be appropriately applied to the Marzano rubric and used as part of the component score.
 - ii. An employee may request information from an evaluator about how a submitted artifact compared against the rubric.
 - iii. An employee may not turn in excessive amounts of artifacts.
 - iv. An employee scoring a “1” or “2” during an observation may elect to turn in one artifact/evidence to the administrator within seven (7) days of receiving the observation write up. The artifact/evidence shall relate directly to the observation concern and will be scored using the Marzano rubric.
- c. Not all forty-one (41) skills on the rubric need to have a score.
- d. Scores earned shall be recorded in the electronic evaluation platform. The electronic platform will connect criterion scoring to the eight (8) state criteria.
- e. Evaluators shall assign component scores using the following considerations:
 - Observations
 - Evidence and Artifacts
 - Growth over the year
 - Pre and post conference conversations
 - Professional Growth and Development Plan
- f. An overall criteria/criterion score is determined by totaling the component scores in a criteria as follows:

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

- g. When scoring, it is possible that there is not a score for a component within the criteria. In such cases, only the total number of components scores, will be used to judge against the band.
- h. If an employee has a planned departure during the school year, the evaluator and employee should come to mutual agreement about a timeline for completing observations and a summative conference. If not all elements of the framework have adequate evidence to be scored, the reason for any omission should be noted on the summative form. If the departure is unplanned and it is not possible to complete an evaluation, document the facts.
- d. The parties agree to review student survey information, as well as other student demographic information, which will be available during 2016-2017, as well as to discuss current state and national assessments as they are developed. The District has the interest in finding tools which paint the most accurate picture of teacher performance.

4. Summative Performance Rating

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

8-14 – Level 1, Not Using/Beginning (Washington State–Unsatisfactory)
 15-21 – Level 2, Developing (Washington State-Basic)
 22-28 – Level 3, Applying (Washington State-Proficient)
 29-32 – Level 4, Innovating (Washington State-Distinguished)

5. Student Growth Criterion Score

- a. Consistent with the law, student growth data will be a substantial factor in evaluation the summative performance of certificated classroom teachers.
- b. Embedded in the instructional framework are five (5) components designated as student growth components.
 - i. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2 and SG 8.1
 - ii. Evaluators add up the raw score on these components and the employee is given a score of low, average or high, based on the scores below:

5-12 – Low
13-17 – Average
18-20 - High
- c. Student growth data will be taken from multiple sources, and must be appropriate and relevant to the teacher's assignment.
 - i. This data shall be from the current school year.
 - ii. Data may include teacher initiated formal and informal assessment, as well as summative and formative assessments as agreed to by the evaluator.
 - iii. In subject areas in which common assessments have been created at the district level or at school sites, these assessments may be used as student growth data provided that these assessments are given before instruction and after instruction.
 - iv. Teachers who teach subjects lacking in common assessments, will partner with their evaluator to determine appropriate measures by which growth can be determined.
 - v. State and national assessments in addition to student survey data may also be used as agreed to by the employee and evaluator.
 - vi. Student achievement that is not calibrated to show growth between two points in time in the current school year shall not be used to calculate a teacher's student growth criterion score.
- d. Student Growth Inquiry Process:
 - i. If a teacher receives a summative score of 4 and a Low student growth score, the employee will receive an overall summative score of 3 as detailed in RCW 28A.405.100 and WAC 392-191A-60 and must be automatically moved to a summative score of 3.

- ii. If a teacher receives a summative score of 1 on any of the five student growth components, or in the low range on the student growth criterion scoring, it will trigger the student growth inquiry plan. The teacher and evaluator will mutually agree to engage in one of the following:
 - 1) Examine student growth data in conjunction with other evidence (including observation, artifacts and other student and teacher evidence) based on appropriate and additional levels of student growth based on classroom, school, District and state-based tools and practices.
 - 2) Examine extenuating circumstances which may include: goal setting process; content and expectations, student attendance; extent to which standards, and curriculum/assessment are aligned.
 - 3) Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; meet with evaluator to discuss/revise goals, progress toward meeting goals, best practices related to instruction areas in need of attention; and best practices related to student growth data collection and interpretation
 - 4) Create and implement a professional development plan to address student growth areas.
- e. Teachers who earn an overall Distinguished/Innovative Rating, may be identified as a TPEP Distinguished Teacher for the subsequent years the employee is on the focused evaluation. These employees may be offered the opportunity to mentor other employees. A Distinguished teacher may decline to participate in a public acknowledgment of their distinguished rating.
- i. No employee shall be required to be mentored by a TPEP Distinguished Teacher. Employees who received a distinguished/innovative rating in the previous school year will be considered TPEP Distinguished Teachers.

D. Special Factors to Consider when Completing Evaluations

- 1. Evaluations shall, in all observations/evaluations, take into account the individual differences of students assigned to the employee.
- 2. The parties recognize that teaching strategies and techniques vary; therefore, evaluators will not base their evaluation solely on one technique or strategy.
- 3. Evaluators will take into consideration the availability of supplies, materials, custodial, and/or maintenance services, etc.
- 4. Employees involuntarily reassigned to a majority assignment in which they have not previously taught or in which they do not possess and undergraduate minor or its equivalent issued within the last five (5) years will not be non-renewed for performance

deficiencies primarily related to providing clear and intentional focus on subject matter content and curriculum during the first year of their involuntary reassignment.

5. If an employee resigns during the school year, a final evaluation shall be completed prior to the resignation date if adequate notice is given and the employee has worked at least ninety (90) days.
6. Coach/Principal Assistants (PA)
 - a. Employees who serve in a dual role of instructional coach and Principal Assistant cannot evaluate anyone they currently coach and will evaluate only those teachers who were deemed satisfactory the year prior. Coach/Principal Assistants cannot evaluate anyone they coached within the previous year.
 - b. An employee who is assigned a PA as an evaluator may request a different evaluator if the PA was the employee's instructional coach within the past 2 school years.

E. Comprehensive Evaluation

1. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report.
 - a. Evaluators will accurately inform employees of their progress during the evaluation process.
 - b. If evidence shows that an employee is basic or unsatisfactory, the evaluator shall inform employees in a timely manner.
2. Principals will follow Walkthrough language as it is written in the collective bargaining agreement. This shall include a signal to the employee that the presence in the room is a walkthrough and will not be scored.
3. Mechanical and/or electronic devices may be used for the improvement of instruction, but shall not be the primary basis for a negative evaluation. Employees shall receive prior notice of the use of electronic devices and employees shall have the right to refuse to participate in the use of electronic devices. Intercom systems between workstations and the building office will be used solely for communication.
4. Notification
 - a. New employees shall be given the evaluation criteria, procedure and relevant forms for the new evaluation systems. A component of the new hire training day shall include this information.
 - b. The District shall train evaluators on observation, evaluation, and the use of the specific instructional framework and rubrics contained in the Agreement and any

relevant state and federal requirements on an ongoing basis. Evaluators will be trained as required by law. Proof of this training will be provided upon request.

- c. The employee will be told by the last school day in September or thirty (30) days after employment, who his/her primary evaluator and any contributing evaluator(s) will be:
 - i. Within a school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.
 - ii. Employees not regularly assigned to any school will have an evaluator assigned from within the District administrative organizational responsibility chart.
 - iii. In the event there is a need for a change of evaluators, the employee shall be notified in a timely manner.
- d. Central and regional support staff may, at the direction of the principal, assist in the observation and evaluation of traveling and non-classroom certificated employees.

5. Teacher Self-Assessment

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

6. Professional Growth and Development Plan (8.4 on rubric)

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

7. Student Growth Goal Setting

- a. The Student growth goal setting process will be consistent with RCW 28A.405.100 and WAC 392.191A.060.
- b. The teacher shall determine a student growth goal for Components SG 3.1 (for subgroup of students), SG 6.1 (for the entire class) and SG 8.1 (collaborating on measures to improve student learning) on a Goal Setting form.
- c. Goals will be created and tracked on the Student Growth Goal Setting Form on Mutually acceptable forms. The goals will be entered into the electronic platform by the evaluator, so it can be scored.
- d. Student growth goals must be approved by the evaluator prior to gathering data for the goal. Employees shall submit Student Growth Goals to their evaluator by the last day before Winter Break. New teachers to the profession shall submit Student Growth Goals to their evaluator by the last day of January. In certain situations, the employee may work in collaboration with their evaluator to adjust the submission date of Student Growth Goals as appropriate to the situation. Proof of the completed goal shall be submitted to the evaluator no later than May 1st of each year.
- e. Evaluators will assign a score to the student growth criterion no later than June 1st.
- f. Employees will be notified when the score is given.

8. Artifacts and Evidence

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

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

9. Observations

- a. There will be a minimum of two (2) observations per year and three (3) for teachers in their third year of provisional status.
 - i. At least one (1) observation must be announced. Three (3) days’ notice shall be given prior to an announced observation, unless otherwise agreed to.
 - 1) For all announced observations, employees shall be sent the pre-observation questions through the iObservation system. These questions can be found in the Addendum that will guide the pre-observation conference process..
 - 2) A pre-observation conference is required for the first announced observation and may be requested by either party for other announced observations.
 - 3) The purpose of a pre-observation conference is to discuss employee goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria.
 - 4) Employees are encouraged to reflect on the questions in advance of any pre-observation conference or observation.
 - ii. At least one (1) observation must be for at least thirty (30) minutes. Evaluators are encouraged to announce this observation and to complete this observation prior to February 1st.

- iii. The total minutes for all observations must be at least sixty (60) minutes and ninety (90) minutes for teachers in their third year of provisional status.
 - iv. Teachers in their first year of provisional status must be at least thirty (30) minutes during the first ninety (90) days.
 - v. The first observation shall be completed by the end of January, unless unique circumstances prevent it.
 - vi. At least one (1) observation should be late enough in the year to provide employees sufficient time to have worked on their Professional Growth and Development Plan and Student Growth Goals.
- b. Unannounced observations will not be excessive and will follow the building norms except in unusual circumstances; i.e., if an employee either evidences performance deficiencies that may lead to probation or is on probation.
 - c. When an administrator observes an employee, he/she will inform the employee whether or not he/she is in the room for evaluation purposes as soon as appropriate after entering the room.
 - d. Observations will be rescheduled at the request of the employee, and with evaluator approval, on days where student schedules are disrupted due to unforeseen circumstances.
- e. Informal Observations
 - i. Announced Informal Observations: A principal may announce to his or her building when a particular venue will be observed informally during a specific time period. For example, the principal emails the entire staff to share that Professional Peer Learning time may be observed informally that week.
 - ii. Unannounced Informal Observations: A principal may observe and document teacher performance during the course of his or her professional responsibilities. Strengths and/or concerns may be documented.
 - iii. An Informal Observation Conference shall be held if an employee receives a one (1) on any component or element on the evaluation rubric. The employee or evaluator may request a conference when a two (2) is received on a component or element on the Marzano rubric.
 - 1) An employee scoring a “1” or “2” during an observation may elect to turn in one artifact/evidence to the administrator within seven (7) days of receiving the observation write up. The artifact/evidence shall relate directly to the observation concern and will be scored using the Marzano rubric.
- f. Following an observation

- i. Following an observation, and before the post-observation conference detailed below, the evaluator may ask initial clarifying questions that will assist him/her in completing the observation summary.
- ii. Observation summaries shall be provided at or before the post-observation conference if one is held. If, at the post-observation conference, the evaluator determines there is evidence that the employee's observation summary should be altered, only alterations that improve the employee's score are permitted.
- iii. The evaluator will complete a written observation summary, using the electronic evaluation platform before the post-observation conference is held.
 - 1) This summary will be provided to the employee within seven (7) school days.
 - 2) If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide possible solutions to remedy the concern in writing.

g. Post-Observation Conferences

- i. A post-observation conference is required for the first announced observation and may be requested by either party for other announced observations.
- ii. A post-observation conference shall be held if an employee received a one (1) on any component or element on the evaluation rubric. The employee or evaluator may request a conference when a two (2) is received on a component or element on the Marzano rubric.
 - 1) A check on progress toward student growth goals may also be discussed.
 - 2) Post-observation questions found in the electronic platform may be used to guide post-observation conversations. These questions shall also be included in an Addendum.

h. Final Summative Evaluation

- i. The end of year summative evaluation must be completed and signed by the teacher by June 1.
- ii. For any employee who has a summative evaluation of Level 3 – Applying (Washington State Level-Proficient) or Level 4 – Innovating (Washington State Level – Distinguished) an evaluation conference may be requested by either the employee or the evaluator. This meeting will occur before school lets out for summer.

- iii. An employee receiving an overall rating of Level 1 – Not Using/Beginning (Washington State Level – Unsatisfactory) or Level 2 – Developing (Washington State Level-Basic) shall have a summative evaluation conference to discuss next steps for improvement.
- iv. All evidence, measures and observations used in developing the final summative evaluation score must be a product of the school year in which the evaluation is conducted.
- v. The teacher will sign two (2) copies of the Final Summative Evaluation Report. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents.
- vi. The teacher may attach any written comments to observations and/or to the final annual evaluation report. This may be done at the time the employee receives a copy or within seven (7) school days following the signature of the document by the employee.

F. Focused Evaluation

- 1. The Focused evaluation is used when a teacher is not evaluated using the Comprehensive Evaluation process, and will include evaluation of one of the eight (8) state criteria.
- 2. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation.
- 3. The teacher may remain on the Focused evaluation for three (3) years before returning to the Comprehensive Evaluation.
- 4. The teacher or the evaluator can initiate a move from the Focused to the Comprehensive Evaluation. Teachers will not move to the Comprehensive system for reasons that are arbitrary, capricious or retaliatory. A teacher initiated decision to move which is not supported by the evaluator will be problem-solved by Labor Management.
 - i. A decision to move a teacher from Focused to Comprehensive must occur before the end of school the previous year.
 - ii. Employees shall not be removed from the Focused evaluation by their evaluator unless documented evidence of a performance concern exists.
- 5. Process
 - i. By October 15, the criterion area to be evaluated shall be proposed by the teacher and approved by the evaluator.
 - ii. If the employee chooses criterion 1, 2, 4, 5, or 7, they must also complete the student growth components in criterion 3 or 6.

- iii. If an employee chooses criterion 8, they will set a Student Growth Goal and complete a Professional Growth and Development Plan.
- iv. If the criterion selected for evaluation has been determined to be non-observable, a classroom based observation will not be required. Nothing in this provision prohibits a supervisor from observing the teaching and learning process and providing informal positive and constructive feedback in any classroom at any time.
- v. Observations and conferences for the focused evaluation shall follow the Comprehensive bargained guidelines.
- vi. Scoring – the scoring protocol as outlined in the comprehensive evaluation system shall be used in the Focused area. Submitted artifacts must be appropriately applied to the Marzano rubric and used as part of the component score.
 - 1) An employee may not turn in excessive amounts of artifacts.
 - 2) The employee shall make every reasonable effort to turn in artifacts over the course of the school year.
- vii. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

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

- 1. When a teacher's final summative rating is Level 1 or 2, additional support will be available.
 - i. Employees may also be offered support based on individual teacher needs.
 - ii. This support may come in the following manner, but is not limited to mentors, coaches, visiting other classrooms, attending professional development opportunities, planning documents, readings, etc.
- 2. In the event any final evaluation report indicates the employee has been rated Level 1 – Not Using/Beginning (Washington State Level-Unsatisfactory) in one (1) or more of the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s).
 - i. In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g.; coordinator, department leader, psychologist, fellow teacher) to observe the employee's performance and make recommendation for improvement.
 - ii. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee.

H. Probation

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

1. Evaluator's Report

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

2. Establishment of Probationary Period

- i. When the Superintendent concurs with an evaluator's judgment that the performance of an employee is unsatisfactory, a probationary period of sixty (60) school days (for both part-time and full-time employees) shall be established by the Superintendent. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is 1 – Unsatisfactory. The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300.
- ii. The Superintendent shall give written notice to the employee of:
 - 1) The duration of the probationary period;
 - 2) A reasonable program for improvement; and
 - 3) The fact that the purpose of the probation is to give the employee an opportunity to demonstrate improvement

- iii. At or about the time of delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
- iv. A plan of improvement will be developed and will include the specific evaluative criteria which must be met, the measures and benchmarks which will be used to determine the teacher's success or failure. The plan will include a system for periodic feedback during the term of probation will include supports provided and funded by the District, and the dates those supports will be put in place.
- v. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.

3. During the Probationary Period

- i. During the probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the District.
- ii. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area(s) of deficiency.
- iii. During the probationary period, the evaluator shall meet with the employee at least once approximately every ten (10) school days to complete a written evaluation of the progress made by the employee, if any. The employee will have at least six (6) such meetings during the probationary process.
 - 1) The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.
 - 2) The provisions of this Section referring to evaluation procedures and observation procedures will apply, unless specifically identified otherwise, to the documentation of evaluation reports during the probationary period.
 - 3) If a procedural error occurs in the implementation of a program for improvement, the error does not invalidate the probationer's plan for improvement or evaluation activities unless the error material affects the effectiveness of the plan or the ability to evaluate the probationer's performance. .
- iv. Beginning with the probationary period, an employee may have an Association representative present during the twice-monthly conferences concerning evaluation reports.

- v. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her improvement program.
 - 1) In this event a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
 - 2) The probationer must be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her initial notice of deficiency and subsequently detailed in his or her program for improvement. A classroom teacher who has been transitioned to the revised evaluation system pursuant to the district implementation schedule must be removed from probation if he or she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for provisional employee or a continuing contract employee with five (5) or fewer years of experience, or of Level 3 or above for continuing contract employee with more than five (5) years of experience.
 - 3) Lack of necessary improvement in the areas of deficiency during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause by the Superintendent.
 - 4) Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment for the remainder of the school year.
 - a) This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder of the employee's contract year.
 - b) If such reassignment is not possible, the District may, at its option, place the employee on paid leave for the balance of the contract term.
- vi. Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:
 - 1) That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
 - 2) That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

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

vii. Action by the Superintendent

- 1) Following a review of any report submitted pursuant to number vi. above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.

viii. A teacher who fails to successfully complete the probation process, as outlined above, may have their probationary period extended or may be recommended for non-renewal.

- ix. Records of probation and supporting documentation of an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, if no further unsatisfactory analysis is made in the interim, be removed and destroyed.

I. Non-Renewal (Discharge)

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

J. Evaluation Results

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

- a. Shared or published with any teacher identifying information.
- b. Used to determine any type of base or additional compensation. This concept will be revisited following any modifications to the law during the upcoming legislative session.

K. Forms

The evaluation forms are included in Addendum C.

Section 41 – Non-Classroom Certificated Staff Evaluation

- A. The primary purpose of the evaluation procedure is to improve instruction.
- B. Bargaining unit employees, except substitutes, under this Agreement will be evaluated each year in accordance with the procedures and criteria set forth in this Article.
- C. Definitions of terms for this section are as follows:
 - 1. Evaluation refers to the completion of the Performance Evaluation Report for Certificated Employees attached to this Agreement.
 - 2. Observation refers to the data-gathering process necessary to complete an evaluation report.
 - 3. Evaluator refers to the administrator assigned to evaluate an employee
 - 4. Contributing evaluators refers to personnel assigned to assist the evaluator in evaluating employees. Up to two contributing evaluators may be assigned to assist with an employee's evaluation.
- D. Certain factors shall be taken into account for purposes of evaluation. They are:
 - 1. Evaluators shall, in all observations/evaluations, take into account the individual differences of students assigned to the employee.
 - 2. The parties recognize that teaching strategies and techniques vary; therefore, evaluators will not base their evaluation solely on one technique or strategy.
 - 3. Evaluators will take into consideration the availability of supplies, materials, custodial, and/or maintenance services, etc.
- E. Elementary library media specialists shall be evaluated using the same forms as certificated teachers.
- F. Employees involuntarily reassigned to a majority assignment in which they have not

previously taught or in which they do not possess an undergraduate minor or its equivalent issued within the last five (5) years will not be non-renewed for performance deficiencies primarily related to subject matter, professional preparation, and scholarship during the first year of their involuntary assignment.

- G. The parties agree to adopt the philosophy that there will be no surprises on the performance evaluation report. Evaluators will accurately inform employees of their progress during the evaluation process.
- H. Within the school, the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school.
 - 1. Employees may have up to two contributing evaluators.
 - 2. Employees not regularly assigned to any school will have an evaluator assigned from within the District administrative organizational responsibility chart.
 - 3. The employee will be told by October 15, or 30 days after employment, who his/her primary evaluator and contributing evaluator(s), if any, will be. In the event there is a need for a change of evaluators, the employee shall be notified in a timely manner.
 - 4. Central and regional support staff may, at the direction of the principal, assist in the observation and evaluation of traveling and non-classroom certificated employees.
 - 5. A Mentor Program for teachers new to the district will begin during the 2001-2002 school year.
 - 6. An evaluator may request District-designated instructional personnel to assist in observations and evaluations.
- I. Coach/Principal Assistants (PA) in dual roles cannot evaluate anyone they currently coach and will evaluate only those teachers who were deemed satisfactory the year prior. Coach/Principal Assistants cannot evaluate anyone they coached (within the previous year).
 - 1. For following years, in the event the PA continues as the PA and evaluator, a teacher(s) whom they have previously coached will be provided an alternate evaluator upon request.
 - 2. In the event that an instructional coach is also an Assistant Principal (split position) in the same building, the language above applies.
- J. Evaluation criteria: All employees shall be evaluated in accordance with the appropriate criteria set forth in the evaluation forms attached to this Agreement, which Addenda are hereby made a part of this Agreement.
- K. Required evaluations: The District will adopt the standard of one evaluation report per regular employee per year to be completed by June 1, with additional evaluation reports as listed below:

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

1. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
2. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the report being forwarded to the Human Resources office; or they may be forwarded to the Human Resources office within seven (7) school days following the evaluation conference.
3. Following completion of each evaluation report required under paragraph J of this section, a meeting shall be held between the evaluator and the employee to discuss the report, unless when signing the evaluation report the employee indicates no desire for such a meeting.
4. In the event any final evaluation report indicates the employee has been rated "unsatisfactory" in one (1) or more of the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan designed to improve the employee's effectiveness in the deficient area(s). In connection with the development of such plan, consideration should be given to utilizing the services of available resource persons (e.g., coordinator, department leader, psychologist, fellow teacher) to observe the employee's performance and make recommendation for improvement. If the evaluator and employee are unable to agree upon a mutually acceptable plan, the evaluator will prepare and deliver a plan to the employee.

N. Probation

1. This section applies to all employees except provisional employees as defined by RCW 28A.405.220. 1.
2. Evaluator's Report -
 - a. At any time after October 15 of any school year, but no later than February 1, a non-provisional employee whose work is judged unsatisfactory based on district evaluation criteria, shall be notified in writing of the specific areas of deficiency along with a reasonable program for improvement.
3. Establishment of Probationary Period
 - a. When the Superintendent concurs with an evaluator's judgment that the performance of an employee is unsatisfactory, a probationary period of sixty school days (for both part time and full time employees) shall be established by the Superintendent.
 - b. The Superintendent shall give written notice to the employee of:
 - i. the duration of the probationary period;
 - ii. a reasonable program for improvement; and

- iii. the fact that the purpose of the probation is to give the employee an opportunity to demonstrate improvement.
 - c. At or about the time of delivery of a probationary letter, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.
4. During the Probationary Period
- a. During the probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance must occur and be documented by the original evaluator before any consideration of a request for transfer or reassignment is contemplated by either the individual or the district.
 - b. The purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area(s) of deficiency.
 - c. During the probationary period, the evaluator shall meet with the employee at least once approximately every (10) ten school days to a written evaluation of the progress, if any, made by the employee. The employee will have at least (6) six such meetings during the probationary process. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. The provisions of this Article referring to evaluation procedures and observation procedures.
 - d. will apply, unless specifically identified otherwise, to the documentation of evaluation reports during the probationary period.
 - e. Beginning with the probationary period, an employee may have an Association representative present during the twice-monthly conferences concerning evaluation reports.
 - f. The probationer may be removed from probation if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her improvement program. In this event a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation. Lack of necessary improvement in the areas of deficiency during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause by the Superintendent.
 - g. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and improvement program, the employee may be removed from his or her assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary employee's compensation or benefits for the remainder

of the employee's contract year. If such reassignment is not possible the district may, at its option, place the employee on paid leave for the balance of the contract term.

- O. Mechanical and/or electronic devices may be used for the improvement of instruction, but shall not be the primary basis for a negative evaluation. Employees shall receive prior notice of the use of electronic devices and employees shall have the right to refuse to participate in the use of electronic devices. Intercom systems between workstations and the building office will be used solely for communication.
- P. After a certificated staff member has four (4) years of satisfactory evaluations, the District may use a "short form of evaluation" with him/her as long as the employee is in agreement.
 - 1. The short form evaluation will be called Option 2 and it will include:
 - a. One 30-minute observation during the school year with a written summary for the staff member and the supervisor.
 - b. A written annual evaluation using the Annual Evaluation Form for the staff member and the individual's personnel file.
 - 2. The short form evaluation process may not be used as a basis for determining that an individual's work is unsatisfactory or probable cause for non-renewal of an individual's contract.
 - 3. An employee may only remain on the short form option for three consecutive years. The summative evaluation process (Option 1) is required every fourth year for all certificated employees.
 - 4. Either the employee or the District will have the right to terminate the use of the short form at the end of the school year and to use the summative evaluation process (Option 1) or agree to use the professional growth process (Option 3) the following year.
- Q. Employees who meet Option 2 criteria and submit their end-of-year retirement notification to Human Resources by October 15th are able to select Option 2.
- R. After a certificated staff member has four (4) years of satisfactory evaluations, the employee and the district may agree to use a professional growth process as an evaluation option. The professional growth plan option will be referred to as Option 3. It will be a process that is (by law) teacher-centered, encourages collaboration and support, and includes self-evaluation and goal setting. Observations and comments related to Option 3, with the exception of the annual Professional Growth Plan Verification Form, will not be included as part of the certificated employee's permanent record.
 - 1. The professional growth plan option is available to certificated staff members who have completed four consecutive successful summative evaluations in the Spokane Public Schools. The decision to participate in the professional growth plan option is to be made

jointly by the employee and the supervisor no later than June 1 in order to participate in the option beginning the following September.

2. The staff member and the supervisor share the responsibility for the professional growth plan option. The fundamental activity of this option is the development of specific instructional and/or direct job-related goals by staff member in accordance with their potential impact on student learning.
3. Collaboration is heartily encouraged as a part of Option 3. Individuals may elect to involve colleagues in observation, data collection, or as collaborators. Certificated staff may choose to work in teams, department groups, or grade levels. The supervisor acts as a coach, observer, facilitator, and/or data collector.
4. The PGP option may not be used as a basis for determining that an individual's work is unsatisfactory or probable cause for non-renewal of an individual's contract.
5. Eligible certificated staff may participate in the professional growth plan option for no more than three consecutive years. Every fourth year, the summative evaluation (Option 1) is required.
6. Either the employee or the District will have the right to terminate the use of the PGP process at the end of a school year and to use the summative evaluation process (Option 1) or agree to use the short form evaluation (Option 2) for the following year.
7. A PGP information packet will be available as a reference to employees considering the PGP option. It will clarify the process, offer goal setting guidelines and suggestions, and provide a menu of self-assessment instruments.
8. By October 15, individual certificated staff members are required to complete the Professional Growth Option Planning Form and are required to discuss the plans with their supervisors. Participants will present their goal(s), areas to be investigated, resources needed, colleagues to be involved, methods for collecting data and the methods for self-evaluating growth towards the goal(s). The plan may include, if the employees choose, observation and comment by peers and/or students and/or parents. Such observations and comment will become the property of individual staff members and will not be placed in permanent records. During this fall meeting, supervisors may serve as collaborators, providing assistance in clarifying and refining the goal(s). Both the supervisor and the certificated staff member will sign off on the planning form.
9. A minimum of sixty minutes of documented conversation, meeting/observations and/or feedback by the supervisor is required annually. The sixty minutes does not need to be continuous. The certificated staff member and the supervisor will meet formally and informally throughout the year to discuss progress on the goal(s) and to determine if additional resources or support are needed. Records, data, and notes will be kept on the Certificated Staff Professional Growth Log which becomes the property of the staff member and will not be included in the employee's permanent records.

10. Prior to June 1, a final meeting will be held to review the goal(s), the activities related to the goal(s), and the analysis of data throughout the year such as survey's or comments collected by the staff member. At this meeting, both the staff member and the supervisor will sign the Professional Growth Verification Form which verifies that the staff member has met statutory requirements. Only the Professional Growth Verification Form will be placed in the individual staff member's permanent records. (All other notes and documents will be returned to the employee at the completion of the goal.)
11. At the final meeting, the certificated staff member or the supervisor may elect a return to Option 1 for the following year OR the certificated staff member may be required to return to the summative evaluation process (Option 1) if no longer eligible to participate in the Professional Growth Option. Eligibility is for a maximum of three years away from the long form summative evaluation.
12. If the supervisor requires the employee to return to Option 1 before the end of the four-year cycle without adequate evidence, the employee may request an appeal of the supervisor's decision to Labor Management.

Section 42 - Summer Mail Delivery

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

Section 43 – Training

- A. All employees who are required by the District to maintain first aid/CPR certification will attend classes during the workday or be compensated at extracurricular rate of pay if outside the workday.
- B. The District shall provide new curriculum/materials training and/or support for teachers impacted by curricula adoption(s). Teachers will choose to either attend a training session scheduled inside or outside of the workday. The District will provide the extracurricular rate of pay for new curriculum/materials training that occurs outside of the normally scheduled work hours.
- C. When the District knows that a training will be a pilot or involves a professional commitment beyond the training session(s) and/or the contracted day, the District will state those commitments, to the best of its ability, within the course description.
- D. The Career in Teaching Mentor program will provide support for all new teachers in the District. (See Addendum H)

Section 44 – Student Workplace Training Opportunities

- A. The District and the Association agree that students learning such work skills are not intended to take away work normally assigned to bargaining unit members.

- B. No student shall be engaged in activities which result in the replacement of currently employed workers (including reduction of hours); nor shall any student prevent the employment of persons who would otherwise be hired.
- C. If students are involved in employment-related activities that involve additional supervision by District employees (so long as that additional supervision is not part of the employee's normal work assignment), that employee shall be able to choose whether or not to provide the additional supervision.

Section 45 – School Calendar

- A. The adopted calendars are found in Appendix 2 of this Agreement. For classified staff with a work year less than twelve (12) months, refer to Dates of Employment information attached in Appendix E of this Agreement.
- B. The Association and District Calendar shall follow the continuing calendar concepts as outlined below:
 - 1. The Monday, Tuesday, Wednesday before the first day of school shall be work days for certificated staff. Two (2) days will be directed by the principal or program and one (1) will be for a teacher work day. The order of these days shall be determined by the affected members in each building. For the 2016-2017 school year, only one (1) day before the first week of school will be directed by the principal or program.
 - 2. The first day of instruction shall be the last Thursday in August. When not feasible, the parties will come together to schedule the first day.
 - 3. Labor Day, Veteran's Day (observed), Martin Luther King's Birthday, President's Day, and Memorial Day shall be non-student days.
 - 4. The day before Thanksgiving, Thanksgiving Day, and the day after Thanksgiving shall be non-student non-working days. When not feasible, the parties will come together to schedule the break.
 - 5. Winter Break shall be two (2) weeks long and shall be inclusive of three weekends. When not feasible, the parties will come together to schedule the break.
 - 6. Spring Break shall be the first full week of April. If not feasible, the parties will come together to schedule the break.
 - 7. Professional Learning Improvement days and Professional Peer Learning early release days will be designated in the attached calendars.
 - 8. The conference schedule is addressed in the parent teacher conference section.
 - 9. Semester Break day is designated in the attached calendars. This shall be a non-student day unless the day is needed for a Weather Make-Up day, consistent with the order designated on the published calendar.

10. The last day of the school year will be a half-day for students. It shall be a three (3) hour day for students. Special sites may have varying hours. Certificated employees may leave when the building is clear of students. Classified employees must work their assigned hours or take leave. End of year check-out may not interrupt instruction.

11. Weather make-up: If weather make-up days are necessary, they will be used in the order designated on the published calendars.

Section 46 – Walkthroughs

- A. A walkthrough does not constitute an observation for the purpose of annual evaluation.
- B. The District will make every effort to minimize the disruption to student learning by limiting the number of participants in a walkthrough.
- C. If other than the building administrator(s) will be participating, advanced notice of the walkthrough will be communicated to the staff.
- D. Walkthrough Definitions:
 - 1. School-Wide/District Walkthrough: A visit to the classroom by more than one administrator for the purpose of observing, learning and providing feedback regarding school and/or District goals.
 - a. The involved instructional staff and/or building shall receive written feedback as a result of the walkthrough.
 - 2. Principal Walkthrough: A visit to the classroom by site administrator for the purpose of observing, learning and providing feedback regarding classroom instruction and management. This provision does not limit the ability of principals to be in classrooms for a variety of reasons.
 - a. A signal will be developed between site administrator and staff to indicate the administrator is there for the purpose of an unannounced observation versus a walkthrough.
 - b. If the administrator makes written notes regarding classroom instruction and management, feedback will be given at the request of the employee.
 - 3. Peer Walkthrough: A visit to the classroom by one (1) or more colleagues for the purpose of observing, learning and providing feedback regarding instruction.
 - a. Employees must agree to participate in peer walkthroughs.
 - b. A protocol must be agreed upon by staff prior to peer walkthroughs.
 - c. Copies of any written feedback shall be provided to the observed employee.

Section 47 - Volunteer Opportunities

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

ARTICLE V – LEAVES & LEAVES OF ABSENCE

Section 1 – Notice

- A. Except for short-term substitutes, an employee finding it necessary to be absent from work under one (1) of the following procedures should give ample notice to his/her supervisor or principal so that arrangements can be made to care for that employee's responsibilities.
 - 1. Such absence should be approved in advance and deduction may be made in pay as determined under the appropriate provision.
 - 2. In instances where notice cannot be given in advance, the employee shall contact their principal/supervisor as soon as reasonably possible.
- B. If the absence is not provided for under one (1) of these provisions, it may be granted as long as it is approved by the Human Resources office in advance and appropriate deduction as determined by the Human Resources office is made for the absence.
- C. Notice of return to work must be made in time to give adequate notice to the employee's replacement.
- D. With the exception of those requests to be made under "Temporary Absence" and "Absences for Educational Meetings and Community Service," each request shall be considered by the employee's building principal or supervisor acting as the representative of the superintendent before being submitted to the Human Resources office.

Section 2 – Sick, Family Care and Emergency Leave

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

4. Employees who use, and are paid for, the yearly allowable sick leave days, but who do not report to work during the school year, will reimburse the District for any sick leave pay given.

B. Sick Leave

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

C. Family Care

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

D. Emergency Leave

1. This leave is intended for problems for which preplanning is either not possible or could not relieve the necessity for the employee's absence (i.e. court appearance, religious holidays, funeral of friend, etc.). Such emergency leave shall be deducted from available sick leave, up to and including twelve (12) days per year.
2. The employee shall provide the District with an explanation of the purpose of the leave.

3. If an emergency leave request is based on a need for a court appearance, a copy of the summons or subpoena must accompany the request.
4. Emergency leave will not be allowed to employees when such leave requested is based on Association and/or class action grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, emergency leave may be granted to the individual, if such relief is awarded by the hearing body.
 - a. Employees who are members of recognized religious groups have the right to request in advance through Human Resources up to three (3) days per work year of non-accumulating accommodation leave when:
 - i. the recognized religious group celebrates a holy day or religious holiday and
 - ii. requires attendance at the celebration and
 - iii. the celebration is only scheduled at a time which conflicts with the employee's scheduled work day and shift.
- E. Employees absent because of sick, family, and emergency leave may not serve in other forms of gainful employment beyond the gainful employment that had been a regular part of the employee's work week prior to the sick, family, and emergency absence. To do so may constitute a breach of contract.

Section 3 - Shared Leave Pool

- A. Employees may donate sick leave to aid another employee who is suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.
- B. An employee who has an accrued sick leave balance of more than twenty-two (22) days may transfer sick leave to another employee as specified above. An employee may not donate days that would result in his/her sick leave account going below twenty-two (22) days.
- C. Subject to the above limitations, employees may donate up to six (6) days during any twelve (12) month period.
- D. While an employee exercises leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

Section 4 - Family and Medical Leave

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

Section 5 - Maternity Leave

- A. Illness or disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are temporary disabilities.
1. Absence for reasons of maternity shall be granted according to the guidelines of the Washington State Human Rights Commission. As the guidelines of the Washington State Human Rights Commission change, the administrative procedure will be revised accordingly.
 2. An employee shall notify the Chief Human Resources Officer as early as possible in writing of the expected date of birth of the child.
 3. An employee is eligible for a leave of absence for the period of time that she is sick or temporarily disabled because of pregnancy or childbirth. Leave extending beyond five (5) days shall require a physician's statement to verify the leave period for disability relating to pregnancy or childbirth. A physician's statement for a leave of less than five (5) days may be required. In instances where an employee requesting maternity leave is not under a physician's care because of religious reasons; a supporting written statement from the employee will be required. Such leave shall normally be limited to no more than thirty (30) days.
 4. Maternity leave is in addition to leave granted through FMLA, the Washington Family Leave Act, and Pregnancy Disability Leave pursuant to the Washington Law Against Discrimination.
 5. The procedure governing leaves of absence for personal illness or injury relating to pregnancy will apply as follows:
 - a. An employee shall receive accumulated sick leave for the period of actual physical disability caused by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, provided the employee works up to the day her physician indicated as the beginning of her disability.
 - b. If sick leave is exhausted during the period of physical disability, the employee will automatically be placed on a health leave without pay for the duration of the period unless the disability beyond sick leave is of such duration that granting the leave would be unreasonable in view of the necessities of the District.
 - c. A long-term substitute may be placed in the employee's position during the period of absence.
 6. When returning from leave, a statement from the employee's attending physician releasing the employee to return to work may be required. Because of circumstances relating to the timing of holidays, grading/ report periods, vacation periods, and the change of quarters, the administration and the employee may agree to deviations which would extend the

return date beyond the period of disability. In such circumstances the extended period beyond disability shall be without District pay.

Section 6 - Parenting Leave

- A. Employees may use up to thirty (30) days of accumulated sick leave per year for introducing a new child into their family.
- B. This applies to regular childbirth as well as adoption.
- C. This leave is in addition to maternity leave under section 5 above and any leave to which the employee is entitled pursuant to the FMLA or the Washington Family Leave Act.
- D. If the employee does not have enough sick leave, the employee may go on an unpaid parenting leave of up to thirty (30) days. The employee may continue District sponsored insurance programs while on unpaid leave by paying the premiums directly to the insurance company.

Section 7 - Bereavement Leave

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

Section 8 - Annual/Vacation Leave

- A. Employees shall be granted two (2) vacation leave days.
- B. The request for leave must be made by the end of the prior regularly scheduled workday.
- C. The employee is not required to state the reasons for the request to take such leave days.
- D. These leave days are separate from sick, family, and emergency leave days.

- E. These days can be accumulated to a total of five (5) days. Any employee wishing to utilize more than three (3) annual leave days consecutively may do so, provided that more than three (3) consecutive days cannot be taken immediately before or after a holiday or break period, nor during the first or last week of school, during conference week(s), nor during state testing.
 - 1. Once every four (4) years, an employee may use five (5) consecutive vacation days provided that more than five (5) consecutive days cannot be taken immediately before or after a holiday or break period, nor during the first or last week of school, during conference week(s), nor during state testing.
 - 2. Employees who elect to not utilize these days will receive an amount equal to one (1) day's pay for each unused day.
 - 3. These days are prorated for a partial year worked.
- F. Access to vacation leave days immediately before or after holidays or school vacation periods or the last five (5) working days of the year will be capped at fifty (50) requests. These days will be made available on a first-come, first-served basis beginning with the first student day of the school year. Requests must be submitted in writing to the Human Resources office.
- G. In the event that the District is not able to staff the program with qualified replacements, the above language will be renegotiated to successor language.
- H. Vacation leave will not be allowed to employees when such leave requested is based on Association grievances and/or other legal action against the District. When an individual employee brings legal action, including grievance hearings, against the District, vacation leave may be granted to the individual, if such relief is awarded by the hearing body.

Section 9 - Jury Service

- A. Upon receipt of a jury summons by an employee, the employee will contact the Human Resources office relative to his/her giving such jury service.
- B. When an employee is required to actually perform jury duty, he/she shall do so without loss of pay and/or benefits.
- C. Jury fees, exclusive of mileage, shall in each case be remitted to the District.
- D. In the interest of maintaining the continuity of the educational program, whenever an employee is released early (half or more than half of the workday remaining) from jury duty, he/she shall return to the building for assignment.

Section 10 - Sabbatical Leaves

- A. Up to one (1) year for advanced study may be granted at the discretion of the Board to certificated employees who have served in the District a minimum of seven (7) consecutive years and whose work is satisfactory.

- B. In recommending sabbatical applicants to the Board, the superintendent will give consideration to the present or near-future assignments of the various applicants; to fellowships, scholarships, assistantships, or grants already awarded the various applicants; to the potential years of service to the District; to the most beneficial use to the District; and to the budgetary limitations of the District.
- C. In no case would the salary paid by the District and the funds received under a grant, etc., exceed one hundred percent (100%) of the basic contract salary which he/she would have received under regular employment with the District.
- D. An individual seeking a sabbatical leave must initiate the request by completing and submitting a Sabbatical Leave Form available in the District Human Resources office by March 1 of the year preceding the proposed sabbatical leave.
- E. An employee on sabbatical leave shall be contracted at fifty percent (50%) of the employee's basic contract salary for the period during which the sabbatical leave is taken.
- F. The total number of persons on sabbatical leave shall not exceed one percent (1%) of the total number of certificated employees; however, the number of participants shall be determined by the Board.
- G. An employee on sabbatical leave may not engage in employment other than that associated with the applicant's pursuance of an advanced degree or additional college work; such as, teaching fellowships or teaching assistantships, etc., without a reduction in the sabbatical stipend.
- H. An employee returning from sabbatical leave shall be returned to an assignment of comparable salary and work year to that from which the leave was taken, unless a change is mutually agreed upon by the District and the employee.
- I. An employee is expected to return to the District for a minimum of one (1) year of service following a sabbatical leave. An employee failing to return will be required to repay the District salary and fringe benefit contributions. An employee will be required to adhere to District policy as specified by the District Sabbatical Leave Form.
- J. An employee may continue insurance benefits by prepaying to the business office such amounts as are necessary to cover the cost of fifty percent (50%) or one-half (1/2) of the premium.
- K. Sabbatical leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for employee(s).

Section 11 - Association President's Leave

- A. Upon request, the president of the Association will be granted a leave of absence for the school year in which he/she is president. The Association will reimburse the District for the salary and fringe benefits of the president at the end of each month. Experience credit on the salary schedule and sick leave will accrue on leave and will apply on return from leave.

- B. The Association will maintain a record of all days of absence under sick, family, and emergency leave used by the president during the school year and present it annually to the District.
- C. Upon completion of the term of office and leave of absence of the Association president, the District shall, upon the request of the individual, return the individual to the building previously assigned in a similar position, provided the same building is in operation, and further provided that the position has not been changed or eliminated.
- D. In the event the previously assigned building is no longer in operation, or the position has been changed or eliminated, a mutually agreed-upon position will be provided. The Association will hold the District harmless for any suit or claim made against the District arising out of released time for attending to Association business.

Section 12 - Association Leave

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

Section 13 - Public Service Leave

- A. It shall be the District policy to relieve employees of their school responsibilities to participate in the state legislature or other elected positions related to public service without pay during the term of such office. Should an individual concerned find it necessary to leave his/her

school post at times other than his/her elected term, each situation will be handled individually upon the request of the employee.

- B. Public service leaves of absence for Montessori teacher(s) will be contingent upon the District finding a satisfactory replacement for such employee(s).

Section 14 - Temporary Absence

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

Section 15 - Educational Meetings and Community Service Leave

- A. All certificated employees shall be given consideration for travel to subject area, Association, curriculum, and improvement of instruction meetings. If mutually agreed, the employee may attend such a meeting and reimburse the cost of the substitute. If a request to attend a meeting is denied, the employee will be excused upon request, at a full deduction of salary, provided substitute arrangements can be made.
- B. An employee representing the District may be excused by his/her principal or supervisor to attend an educational meeting in Spokane county without submitting a request to the superintendent provided, in the judgment of the principal, his/her duties can be properly covered to the satisfaction of all concerned and at no additional cost to the District.
- C. Upon approval of the superintendent or designee, employees representing the District will be excused with travel and expenses related to the absence paid by the District.
- D. Upon approval of the superintendent or designee, employees representing subject matter and other special professional organizations will be excused without reimbursement for travel and expenses related to the absence. Such activities are normally expected to be held on curriculum days.
- E. Employees requesting to attend meetings for educational and professional growth under conditions not covered under Section 15.D above will be allowed to attend such meetings provided that a qualified substitute is available and timely notification is provided to the District. Such attendance will be with a full deduction of salary.
- F. Contract employees representing a school-related organization in the community in a leadership role without pay will be excused upon the approval of the superintendent or designee without expense to the District. A substitute will be provided at District expense.
- G. Employees representing a charity or community organization may be excused from work upon approval of the superintendent or designee. Any expense, substitute cost or travel cost will be the responsibility of the employee or the organization represented.

- H. Employees who serve as paid officials in extracurricular activities may be excused without expense to the District but with full deduction of salaries for time missed. Employees may be excused to officiate at WIAA tournaments without cost to the District.
- I. The total of all sums to be expended by the District for travel and necessary expenses excluding substitutes related to authorized meetings shall be listed in appropriate categories within the budget.
- J. In Section 15.C through 15.H, an application for absence should be submitted for consideration by the appropriate administrators before being transmitted to the superintendent or designee ten (10) days prior to the regular Board meeting preceding the time of absence.

Section 16 - Subpoena Leave

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

Section 17 - Miscellaneous Leaves

- A. Other leaves may be granted for up to one (1) year without pay or District payment of insurance premiums, unless indicated otherwise below, upon recommendation of the superintendent and approval of the Board.
- B. Upon request of the employee, leave may be renewed for up to one (1) year.
- C. Special conditions of the leave shall be put in writing at the time the leave is granted.
- D. The employee's failure to fulfill the special and regular conditions of the leave will be considered a breach of terms and conditions of the employee's contractual relationship with the District and may, at the sole discretion of the District, be cause for disciplinary action which may include termination.
- E. The following types of leaves will be considered under this Provision:
 - 1. Active military service - with pay if absent under RCW 38.40.060.
 - 2. Additional college preparation - employees who desire to further their education may request to move from full-time to part-time, or full-time leave status. Half-time leave status is defined as one half of the hourly amount required to designate the employee as full-time. Upon approval the employee may work half-time. The employee will request the leave in writing.
 - 3. Extensive travel - must be in the best interest of the District.
 - 4. Foreign exchange teaching - sick leave and salary benefits shall accrue to the teacher on exchange in the same manner as though the employee were teaching in Spokane. It will be the responsibility of the individual employee to present official documentation of attendance during the exchange teaching assignment.

5. U.S. Civil Service or Department of Defense foreign teaching.
 6. Health - must be the employee or a member of the employee's immediate family.
 7. Child rearing - if not covered under family and medical leave.
 8. Other educational service - must be deemed beneficial to the District.
 9. Unspecified leave - a leave for good cause which does not fall under one of the specified reasons but is judged to be in the best interest of the District.
- F. Experience credit on the salary schedule and accrued sick leave at the time of the leave will apply on return from the leave with the exception of foreign exchange teaching. Accrued sick leave will be adjusted for miscellaneous leaves involving twenty-one (21) or more days of absence from contract duties. An employee on an unpaid leave may continue his/her choice of District-offered insurances if the employee pays the premium cost directly to the carrier.
- G. The employee shall provide notice to the District of his/her intent to return to work by April 1.

Section 18 - Return from Leave

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

Section 19 - Employee Attendance Incentive Program

- A. This provision shall be consistent with RCW 28A.400 and shall be administered in accordance with state statute.
- B. Twelve (12) days of sick leave may be accumulated per year to a maximum of 180 days.
- C. After sixty (60) days of sick leave have been accrued, an employee may exercise the option to receive remuneration for unused sick leave accumulated in the previous year, at the rate equal to one (1) day for each four (4) full days accrued in excess of sixty (60) days.
- D. Days for which remuneration has been received shall be deducted from the accrued leave at the rate of four (4) days for every one (1) day's monetary compensation.
- E. Employees who are eligible to retire and who separate from District employment shall be qualified to be remunerated at a rate equal to one (1) day's current compensation for each

four (4) days of accrued sick leave. The maximum number of days which can be remunerated is twenty-five (25) percent of 180 days or a total of forty-five (45) days.

- F. In accordance with state law, separation from District employment due to death qualifies for the remuneration noted in the previous paragraph of this section.

ARTICLE VI - SALARY AND BENEFITS

Section 1 - Method of Payment

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

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

Section 2 - Salary Improvement

- A. Salary and benefit improvements passed by the legislature during the life of this Agreement will be passed through to employees.
- B. The current salary schedule is listed under Addendum A of this Agreement.

Section 3 – Compliance

- A. In the event that any provision of the compensation improvement combination as stated herein, in the opinion of the Office of the Superintendent of Public Instruction or other agency with governing jurisdiction, places the District in violation of any compliance regulation, the District may take steps as necessary to adjust the compensation improvement to the extent that compliance is achieved, and shall consult with and supply documentation to the Association.
- B. Either party may reopen negotiations after the effective date of any such action, provided that fifteen (15) working days' notice of intent to reopen negotiations is given in writing to the other party. The parties agree that the notice shall contain a reference to the action upon which the request to negotiate is based.

Section 4 - General Provisions for Salary Schedule

- A. Calculation of credits and experience for employees shall be in accordance with rules and regulations as established by the state.
- B. Employees shall be placed on the appropriate index step of the salary schedule according to years of experience and education earned. Salaries for employees subject to this Agreement, during the term of this agreement are contained in Appendix A.
 - 1. In the event an employee believes they have been negatively affected due to movement on the new salary schedule, the District and the Association will work to resolve the issue.
 - 2. New employees must file official transcripts of college credits and/or clock hours by the last working day of September, or within sixty (60) days of hire, whichever is later, to qualify for placement on the salary schedule.
 - 3. Once initially placed, in order to advance on the salary schedule, employees are responsible for providing documentation of completed clock hours or credits. For

salary placement, the District shall apply all clock hours and credits submitted by the employee by the last working day of September each school year.

- C. Calculation of experience for CTE and ESA staff: individuals who have verified comparable experience in a school or non-school position shall be credited as follows:
1. **CTE:** Degreed and non-degreed vocational/career and technical education instructors will receive one (1) year of experience for each year worked in a non-public school setting up to a maximum of six (6) years for salary schedule purposes.
 - a. Any OSPI approved clock hours earned toward OSPI CTE recertification shall be applied to salary advancement.
 2. **ESA:** ESA employees (occupational and physical therapists, nurses, SLPs, audiologists, counselors, psychologists and social workers) will receive one (1) year of experience credit for each year worked in a school or non-school setting up to a maximum of two (2) years for salary schedule purposes.
 - a. Effective September 1, 2018, any clock hours earned toward recertification shall be applied to salary advancement, provided it otherwise satisfies the qualifying criteria specified in state rules and regulations.
 3. Only one (1) year of teaching experience can be earned during a school year.
 4. Experience credit toward salary schedule advancement will be the cumulative sum of the years of experience. A partial year will be added as earned (for example, 0.6 years + 0.6 years = 1.2 years or 1.0 years on the salary schedule).

Section 5 – Reporting

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

Section 6 - Building-Level Support Staff Salary Schedule

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

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

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

- C. Determination of length of work year shall be made for each individual by the superintendent at time of contract issuance.

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

Section 7 - Department Leader Stipend

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

25% Department Leader				
	Dept. Size	Years' Experience (+0.5% per year)		
		A	B	C
Small	3 – 5	904	985	1,066
Medium	6 – 11	1,314	1,395	1,476
Large	12 – 14	1,724	1,805	1,886
Extra Large	15+	2,134	2,215	2,296

30% Department Leader Assistant – Instructional Leadership				
	Dept. Size	Years' Experience (+0.5% per year)		
		A	B	C
Small	3 – 5	1,085	1,182	1,280
Medium	6 – 11	1,577	1,674	1,772
Large	12 – 14	2,069	2,166	2,264
Extra Large	15+	2,561	2,658	2,756

25% Department Leader Assistant – Assessment				
	Dept. Size	Years' Experience (+0.5% per year)		
		A	B	C
Small	3 – 5	904	985	1,066
Medium	6 – 11	1,314	1,395	1,476
Large	12 – 14	1,724	1,805	1,886
Extra Large	15+	2,134	2,215	2,296

20% Department Leader Assistant – Management				
	Dept. Size	Years' Experience (+0.5% per year)		
		A	B	C
Small	3 – 5	723	788	853
Medium	6 – 11	1,051	1,116	1,181
Large	12 – 14	1,379	1,444	1,509
Extra Large	15+	1,707	1,772	1,837

Section 8 – Substitute Teacher’s Salary Schedule

- A. Substitute teacher pay will be \$132.00 per day and \$142.00 per day for substituting special education classrooms (BI, DI, ABLE, MHOH, Resource rooms) and will be prorated as appropriate.
- B. Substitute pay may be increased annually, as bargained by the Association and the District, by the average salary percent increase passed through to the certificated salary schedule.

Section 9 – Miscellaneous Hourly Rates for Certificated Employees

- A. Extra-curricular \$ 27.00 per hour
- B. Summer school programs \$ 31.52 per hour
- C. Moving (involuntary transfer) \$ 27.00 per hour
- D. After school supervision \$ 18.90 per hour
- E. Ed services presenter (Outside of workday) \$ 45.00 per hour
- F. Ed services presenter (during workday) \$ 27.00 per hour
- G. Ed services program development (outside workday) \$ 27.00 per hour
- H. Ed services Hourly Rate (outside workday) \$ 26.00 per hour
- I. District wide conflict mediator annual stipend \$500.00 annually
- J. Certificated hourly employees who teach Summer Camps or Summer School shall be paid at summer school rate noted above.
- K. District employees who are paid at an hourly rate other than those rates listed above, perform such voluntary functions at a rate seventy percent (70%) of the extra-curricular hourly rate. Such pay shall be for activities which:
 - 1. Involve the direct supervision of students;
 - 2. Is after normal school hours;
 - 3. Is not one of the tasks normally associated with the employee’s regular responsibilities; and
 - 4. Is not a task for which the staff member is already receiving pay through either basic or supplemental contract.

Section 10 – Additional Enrichment Hours for Nurses and Elementary Counselors

- A. Not less than thirty (30) enrichment hours, and up to a total of forty-eight (48) enrichment hours will be provided if the supervisor deems necessary to certificated nurses to develop life threatening health and medication plans.

- B. Up to fifteen (15) enrichment hours will be provided for counselors to facilitate Child Study Teams, attending MDTs, case management for 504, etc.

Section 11 – Base Contract

- A. The Certificated base contract incorporates the responsibilities to be performed by its professional certificated employees as reflected in the summary of assignments and responsibilities specified in the applicable job description. Any work outside the contracted work day will be completed at the employee's discretion. Characteristic duties and responsibilities include but are not limited to the following:
- a. Grading assignments, completing paperwork, planning lessons, completing assessments and collaborating with colleagues.
 - b. Time outside the regular contracted workday to enhance classroom activities reflect changing curriculum and assessment methodologies throughout the year.
 - c. Accurate and timely preparation of required student reporting.
 - d. Participation in activities designed to improve relations and communication with parents, including but not limited to initiating contact with parents after work hours throughout the year to update them on student progress and other school related matters.
 - e. Providing supplemental support to students outside the workday, including but not limited to homework assistance.
 - f. Participation in professional collaboration with colleagues to improve student learning and instruction. Collaboration can include but is not limited to:
 - Unit/lesson design based on curriculum guides and grade level expectations
 - Sharing best pedagogical practices
 - Discussing student work
 - Analyzing student data
 - Learning together
 - Book studies
 - Deepening content knowledge
 - Participation in staff development programs to improve skills in current teaching assignment
- B. At any time that rules, negotiations and or law is changed during the duration of this agreement, this section and affected portions shall be re-opened for the express purpose of negotiating the affected sections.

Section 12 -Enrichment Activities:

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

A. Enrichment Activities

		2018-19
Before School Starts	<ul style="list-style-type: none"> • 14 hours of District directed hours prior to the first day of school • 7 hours of employee directed time for preparing for the opening of school 	21 hours
Fall Professional Learning Improvement Day	District directed hours. Employees unable to attend the designated trainings shall work with their supervisor to make up the hours. Dates are identified as Professional Learning Improvement Days on the approved District calendar.	7 hours
Winter/Spring Professional Learning Improvement Day		7 hours
Conferences	See Parent/Teacher conferences section. Article III, Section 6	7 hours
Building/Special Program Directed	This time at school buildings will be determined by the leadership team, in no less than one-hour increments. Staff assigned to special programs (see Article I, Section 1, L) will be required to attend the hours with the special program, not the building site, unless the special program does not direct the time.	9 hours
Professional Enrichment Responsibility Time (PERT)	<p>Certificated employees may complete up to 19 enrichment hours of PERT outside of workday. Professional Enrichment Responsibility Time (PERT) will recognize that certificated employees regularly participate in activities related to professional learning and opportunities to share expertise and input for school and District improvement outside of the workday. Examples include but are not limited to:</p> <ul style="list-style-type: none"> • Summer institute or comparable classes/learning that is applicable to job • Book studies outside contract day (with at least one other member) • Webinars • Community and industry partnerships • Committee/department meetings outside workday • School events outside workday • Trainings related to newly adopted curriculums • Technology integration • Restorative practices • PBIS • Participation on teams focused on improvement • Data analysis • Or other activities mutually agreed upon with an administrator <p>*Annually, certificated employees and their administrator will collaboratively develop a plan to complete Professional Enrichment Responsibility Time. In the event the employee and administrator cannot collaboratively agree on a plan for completion of PERT hours, the matter will be brought to Labor Management for resolution.</p>	19 hours
		70 hours

A. Enrichment Activities Compensation

1. Enrichment activities will be paid on a supplemental contract at the employee's full rate of pay in equal monthly installments. Compensation for District Directed enrichment requires employee participation in the District Directed enrichment activity.
2. Enrichment for Professional Enrichment Responsibility Time shall be paid as hours are completed. These hours must be submitted on an exception hours form on a monthly basis by the 10th of the month in order to be paid within the pay period following the time worked. Exception hour forms should be submitted to the employee's time keeper for signoff, payroll entry and tracking purposes. These hours do not accumulate from one year to the next.
 - a. Payroll may provide additional reporting instructions for PERT time completed during the month of August to align with the fiscal year cutoff schedule.
3. Employees, regardless of FTE assignment, are eligible for all enrichment activities.
4. Employees who do not attend district directed enrichment hours may work with their supervisor to make up the training and time, if practicable. Employees who do not make up the time will have the associated amount of pay deducted from the employee's July paycheck or the employee's final paycheck if employment is terminated prior to the end of July.
 - a. The nineteen (19) hours of Professional Enrichment Responsibility Time (PERT) are not subject to the above provision as the hours are paid as completed.

Section 13 – Stipends

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

Experience	Amount
Years 0-13	\$500
Year 14	\$600
Year 15	\$700
Year 16 and above	\$1000

D. Chemical Hygiene Officers

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

Middle School	\$1,875
High School/Skill Center	\$2,625
Libby	\$500
Montessori	\$500
The Community School	\$1875

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

E.. Testing Coordinator

1. A Testing Coordinator shall be designated at each site. Comprehensive High Schools will have two (2) at each site.
 - a. Elementary: In the event a school does not have a certificated staff member interested in serving as the Testing Coordinator, the site may offer the work to staff outside the certificated bargaining unit. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.
 - b. Secondary: Schools will offer testing coordinator positions to certificated and ESP staff at the same time. However, if non-exempt staff members serve in this role, there may be a necessity to pay such staff their hourly wage or overtime rate of pay.
 - c. If a comprehensive high school does not have two (2) certificated staff interested in serving as the Testing Coordinator, the school may have one (1) testing coordinator. In this instance, the testing coordinator will receive \$2000.00, the equivalent of two (2) stipends.
 2. The responsibility of the Testing Site Coordinator shall be to assist the Administration in organizing, preparing, training, and administering all District and State required tests.
 3. The stipend for these positions shall be \$1000.00.
 4. At the discretion of the principal, the stipend may be divided between two individuals.
- F. All automatic stipends (those not needing the submission of paperwork) will be paid on the first warrant of the school year. Payments will be in one lump sum unless the employee informs the district in writing by September 10 that he/she wishes monthly installments.

Section 14 – Benefits

- A. Benefits shall be bargained by the parties. The Employee Benefits Communication Committee (EBCC) shall exist to make recommendations to the parties for the purpose of bargaining.
1. The EBCC shall meet monthly during the school year to: review benefit options, prepare the request for proposal (RFP) for benefit contracts, and make recommendations to the parties. Meetings may be cancelled upon mutual agreement due to lack of agenda items.
 2. The SEA president shall appoint members to the EBCC as representatives of the Association. This is a joint committee.
 3. EBCC will consider benefit renewals based on the District's competitive process for procurement of employee benefit plans. The District will adhere to normal purchasing policies and procedures for the solicitation, evaluation and selection of employee benefit plans. The parties may agree to adjust these dates if rate information is not available by June 1.
 4. The EBCC shall recommend the benefit renewals to the District and the Association each year by June 1. Recommendations of current plans, but with only premium or provider directed changes, may not require bargaining by the parties.
- B. The District and the Association shall agree to a "Schedule of Benefits" by September 1 of each year. In the event the parties are unable to reach agreement on the "Schedule of Benefits" by September 1, the District will continue implementing the previously agreed to schedule of benefits and implement new recommendations for the following year. The "Schedule of Benefits" shall include the following:
1. Plan offerings;
 2. Identification of a benchmark benefit plan as the medical plan with the richest benefits;
 3. A minimum mandatory payroll deduction for participation in an employer sponsored health benefit plan in the amount of \$20.
 4. A High Deductible Health Plan (HDHP) with a Health Savings Account.
 - a. The District will establish a Health Savings Account (HSA) for any employee electing to participate in the HDHP.
 - b. Employees shall be allowed to contribute to the HSA through payroll deduction.
 5. A premium cost-sharing plan comparable to state employees for the most recent benefit plan year.

- C. The District will notify employees of the “Schedule of Benefits” and provide an open enrollment period during November, for no less than 30 calendar days, of each year to allow employees to modify their benefit plan selection for the ensuing benefit plan year.
- D. The District will provide toward the employee health insurance benefits program the full amount of state appropriation per month per 1.0 full-time employee (FTE), prorated to the FTE benefit calculation.
 - 1. The District contribution towards employee insurance benefits will be applied toward benefits in this order: basic life insurance at the group rate; long-term disability, vision, and dental insurance; and a District sponsored medical plan if selected by the employee from the agreed-upon “Schedule of Benefits” at the TIERED rate.
 - 2. The payroll deduction schedule will reflect higher monthly premiums for the “richest” medical plan and a premium cost-sharing plan comparable to state employees for the most recent benefit plan year.
 - 3. For purposes of this section, “richest” medical plan is determined by the full price of the medical plan.
- E. Eligibility: Employees who work at least half time or more in a regular position are eligible to participate in District sponsored benefit plans.
 - 1. The District will use 1080 hours for 1.0 FTE for the calculation of basic health benefits.
 - 2. The benefit FTE calculation is (number of days worked x hours) divided by 1080 equals the monthly benefit FTE percentage.
- F. An eligible employee and qualifying dependents must enroll within thirty (30) calendar days of the date when first eligible to qualify for employee benefits.
 - 1. If an employee has a change in family or employment status outside the annual open enrollment period, changes may be requested by completing the required paper work within thirty (30) calendar days of the qualifying event. Sixty (60) calendar days are allowed for births and adoptions.
 - 2. Acceptance and approval of the changes made by an employee are subject to the terms and conditions of the master contract and plan description of the insurance carrier or the IRS rules and regulations.
- G. The District will also pay the monthly cost per FTE billed by the state for retirees’ health benefits.
- H. Any additional District contributions during the life of this Agreement will be provided as a result of new legislation and/or modification of the state operating budget which authorizes and funds such improvement in the District contribution. Furthermore, benefits provided will be in accordance with state and federal rules and regulations. Sections that may prove to be

out of compliance or may be amended or nullified by state or federal laws will be brought into compliance with the laws, rules, and regulations in effect. Compliance required will be communicated to the Association.

- I. Fringe benefit pooling practices will be in accordance with RCWs.
 - 1. The District shall annually transfer the Minimum mandatory payroll deductions collected from employees to the benefit pool to reduce employee out-of-pocket costs.
- J. Employees shall have access to flexible benefits plan (under Section 125 of the IRS Code) for District designated benefits for all employees who qualify for health benefits.
- K. Employees will have access to purchase district-sponsored optional insurance benefits payable through the payroll deduction plan.
- L. The District shall provide automatic payroll deduction for health club fees at the employee's option.
- M. COBRA continued coverage and other extended coverage will be extended to all eligible employees as required by law, and/or carrier limitations.
- N. In accordance with state and federal law, employees have the opportunity to participate in making VEBA contributions based on the outcome of the employee group votes conducted by the Association. VEBA funding options include: sick leave cash out at retirement, and annual sick leave sell back. If one (1) or more options are adopted by the employee group votes, all eligible employees in the group must participate. The Association will annually notify the District by November 15th of participation in the VEBA plan and the approved employee funding options. The Association's written notification to the District will constitute agreement of the parties for implementation of VEBA contributions for the next calendar year. The election results remain in place for the entire calendar year.
- O. Tax sheltered annuity and Washington State Deferred Compensation deposits shall be transferred by payday each month. Every employee participating in an annuity or the state's deferred compensation program will be provided notice of the date of transfer of his/her tax-sheltered annuity.
- P. Retirement: Employees are eligible to participate in retirement in accordance with the rules and regulations established by the Washington State Department of Retirement Systems.

Section 15 - Mileage Allowance/Use of Personal Vehicles

- A. Employees may utilize their personal vehicles in performance of official District business under their individual and/or supplemental contract only upon specific written authorization by the District. This authorization shall be requested and obtained in advance of the anticipated usage. Forms will be available from the appropriate site managers. No employee will be required to use his/her personal vehicle in the performance of official District duties without reimbursement if they are required to attend meetings at their buildings during the part of the day when they are not on duty.

- B. Employees shall present documentation as to actual usage of personal vehicles in a form and manner approved by the District and shall receive a cost-per-mile reimbursement.
- C. Where employees are involved under supplemental contracts they shall, whenever practical, use bus or other authorized school vehicles for transporting students. Mileage allowance will be authorized only for events requiring transportation of students and in situations wherein school vehicle transportation is impractical.
- D. Mileage allowance shall not be authorized for a specific purpose as provided under Absences provision in this agreement.
- E. The reimbursement rate shall be the current IRS guidelines applied non-retroactively.

ARTICLE VII - SETTLEMENT OF GRIEVANCES

Section 1 – Definitions

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

Section 2 - Time Limits

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

Section 3 - Limitations of Grievances

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

Section 4 - No Reprisals

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

Section 5 - Submission of Grievances

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

Section 6 - Grievance Processing Steps

- A. Step One/ Informal

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

- 1. This informal discussion will not be bypassed unless it is an Association or class action grievance.

2. Every effort shall be made to resolve the problem at this level in an informal manner.
3. An employee requesting such a meeting shall identify the subject of the concern.
4. If the complaint is not resolved it shall be moved to Step Two.

B. Step Two

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

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

C. Step Three

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

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

D. Step Four

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

E. Step Five

1. Arbitration

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

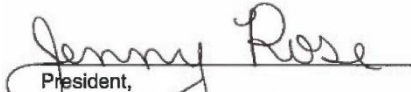
2. The Association will notify the other party in writing that the matter is to be submitted for arbitration.
3. Arbitrations shall be filed with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Services (FMCS) within fifteen (15) days of receipt of the Step Three response, or Step Four if applicable.
4. The arbitrator shall be selected from a list provided by FMCS or AAA. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection.
5. The arbitrator to hear the case shall be chosen using the process described in the following section of this article.
6. The arbitrator shall follow the rules of the American Arbitration Association and/or the Federal Mediation & Conciliation Service and shall have no authority to extend, alter, or modify this Agreement or its terms. The arbitrator shall limit his/her findings and decision solely to specific terms of this Agreement and application of such terms herein set forth. The arbitrator shall have no power to extend or limit the Agreement beyond what the parties have agreed upon. The arbitrator shall be without power to award punitive damages.
7. The arbitrator shall make a written report of his/her findings of fact and decision including the basis in law, if any, for such decision, to the District, the Association, and the grievant within thirty (30) days after the final hearing is concluded.
8. The arbitrator's decision shall bind both of the parties. Both parties retain their usual right to seek legal relief regarding any arbitrator's decision.

Section 7 – Arbitration Costs

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


ARTICLE VII - DURATION AND SIGNATORY PROVISION

This Agreement is made and entered into between Spokane Public Schools of Spokane, Washington, the Employer, and the Spokane Education Association. This Agreement shall be in full force and effect beginning with the ratification by both parties and shall remain in full force and effect through August 31, 2019. At any time that rules, negotiations, and/or law is changed during the duration of this Agreement, this Agreement shall be reopened for the express purpose of negotiating the affected sections. The parties shall meet to negotiate a successor Agreement not less than sixty (60) days prior to the expiration date.


President,
Spokane Education Association


President,
Board of Directors


Bargaining Co-Chair,
Spokane Education Association


Secretary,
Board of Directors

Bargaining Co-Chair,
Spokane Education Association

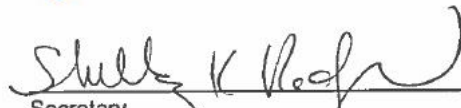
9/1/16
Date

9/14/16
Date


President,
Spokane Education Association


Board of Directors


Bargaining Co-Chair,
Spokane Education Association


Secretary,
Board of Directors


Bargaining Co-Chair,
Spokane Education Association

2018 salary bargain

9-18-18
Date

Date

ADDENDUM A – SALARY SCHEDULE

CERTIFICATED TEACHER'S SALARY SCHEDULE - TE, 2018-19

YRS		BA	BA+15	BA+30	BA+45	BA+90	BA+135	MA	MA+45	MA+90
0	Base	46,000	47,196	48,423	49,682	50,974	52,299	52,299	53,659	55,376
	70 Hrs Enrichment	2,556	2,622	2,690	2,760	2,832	2,906	2,906	2,981	3,076
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	49,056	50,318	51,613	52,942	54,306	56,705	56,705	58,140	59,952
1	Base	47,472	48,706	49,973	51,272	52,605	53,973	53,973	55,376	57,148
	70 Hrs Enrichment	2,637	2,706	2,776	2,848	2,922	2,998	2,998	3,076	3,175
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	50,609	51,912	53,249	54,620	56,027	58,471	58,471	59,952	61,823
2	Base	48,991	50,265	51,572	52,913	54,288	55,700	55,700	57,148	58,977
	70 Hrs Enrichment	2,722	2,792	2,865	2,940	3,016	3,094	3,094	3,175	3,276
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	52,213	53,557	54,937	56,352	57,804	60,294	60,294	61,823	63,753
3	Base	50,559	51,873	53,222	54,606	56,026	57,482	57,482	58,977	60,864
	70 Hrs Enrichment	2,809	2,882	2,957	3,034	3,113	3,193	3,193	3,276	3,381
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	53,868	55,255	56,679	58,139	59,638	62,176	62,176	63,753	65,745
4	Base	52,177	53,533	54,925	56,353	57,818	59,322	59,322	60,864	62,812
	70 Hrs Enrichment	2,899	2,974	3,051	3,131	3,212	3,296	3,296	3,381	3,490
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	55,575	57,007	58,477	59,984	61,531	64,117	64,117	65,745	67,801
5	Base	53,846	55,246	56,683	58,157	59,669	61,220	61,220	62,812	64,822
	70 Hrs Enrichment	2,991	3,069	3,149	3,231	3,315	3,401	3,401	3,490	3,601
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	57,338	58,816	60,332	61,887	63,484	66,121	66,121	67,801	69,923
6	Base	55,569	57,014	58,497	60,018	61,578	63,179	63,179	64,822	66,896
	70 Hrs Enrichment	3,087	3,167	3,250	3,334	3,421	3,510	3,510	3,601	3,716
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	59,157	60,682	62,246	63,852	65,499	68,189	68,189	69,923	72,112
7	Base	57,348	58,839	60,369	61,938	63,548	65,201	65,201	66,896	69,037
	70 Hrs Enrichment	3,186	3,269	3,354	3,441	3,530	3,622	3,622	3,716	3,835
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	61,034	62,608	64,222	65,879	67,579	70,323	70,323	72,112	74,372
8	Base	59,183	60,722	62,300	63,920	65,582	67,287	67,287	69,037	71,246
	70 Hrs Enrichment	3,288	3,373	3,461	3,551	3,643	3,738	3,738	3,835	3,958
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive	500	500	500	500	500	500	500	500	500
	Comp Total	62,971	64,595	66,261	67,971	69,725	72,525	72,525	74,372	76,704
9	Base		62,665	64,294	65,966	67,681	69,440	69,440	71,246	73,526
	70 Hrs Enrichment		3,481	3,572	3,665	3,760	3,858	3,858	3,958	4,085
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive		500	500	500	500	500	500	500	500
	Comp Total		66,646	68,366	70,130	71,941	74,798	74,798	76,704	79,110
10	Base			66,351	68,076	69,846	71,662	71,662	73,526	75,878
	70 Hrs Enrichment			3,686	3,782	3,880	3,981	3,981	4,085	4,215
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive			500	500	500	500	500	500	500
	Comp Total			70,537	72,358	74,227	77,144	77,144	79,110	81,594
11	Base				70,255	72,082	73,956	73,956	75,878	78,307
	70 Hrs Enrichment				3,903	4,005	4,109	4,109	4,215	4,350
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive				500	500	500	500	500	500
	Comp Total				74,658	76,586	79,564	79,564	81,594	84,157
12	Base				72,503	74,388	76,322	76,322	78,307	80,812
	70 Hrs Enrichment				4,028	4,133	4,240	4,240	4,350	4,490
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive				500	500	500	500	500	500
	Comp Total				77,031	79,021	82,062	82,062	84,157	86,802
13	Base					76,769	78,765	78,765	80,812	83,398
	70 Hrs Enrichment					4,265	4,376	4,376	4,490	4,633
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					500	500	500	500	500
	Comp Total					81,533	84,640	84,640	86,802	89,532
14	Base					79,225	81,285	81,285	83,398	86,067
	70 Hrs Enrichment					4,401	4,516	4,516	4,633	4,782
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					600	600	600	600	600
	Comp Total					84,227	87,401	87,401	89,632	92,449
15	Base					81,760	83,886	83,886	86,067	88,821
	70 Hrs Enrichment					4,542	4,660	4,660	4,782	4,935
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					700	700	700	700	700
	Comp Total					87,003	90,246	90,246	92,549	95,456
16	Base					84,377	86,570	86,570	88,821	91,664
	70 Hrs Enrichment					4,688	4,988	4,988	4,988	4,988
	Masters Stipend						1,000	1,000	1,000	1,000
	Attract/Retain Incentive					1,000	1,000	1,000	1,000	1,000
	Comp Total					90,065	93,380	93,380	95,756	98,756

Doctorate Stipend

\$920

ADDENDUM B - FAMILY AND MEDICAL LEAVE

A. Family and Medical leave:

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

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

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

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

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

The District may require certification (and subsequent recertification to support continuing leave) for medical leave and may require the employee to obtain a second medical opinion at the District's expense. The District may also require periodic reports from an employee on family medical leave regarding the employee's status and intent to return to work.

10. The District may require instructional employees who request intermittent (or reduced) leave for planned medical treatment for more than 20 percent of the total number of days in the period during which the leave would be used to elect to:

- a. take leave for a particular duration of time which is not greater than the duration of the planned treatment, or
- b. be transferred to an alternative position.

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

ADDENDUM C – EVALUATION CRITERIA FOR CERTIFICATED REGIONAL SUPPORT STAFF

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



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

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

School or Location _____ Assignment _____

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

- | | |
|---|---|
| _____ Knowledge of, experience in, and training in recognizing good professional performance capabilities and development | _____ Interest in pupils, employees, patrons, and subjects taught in school |
| _____ Work station management | _____ Leadership |
| _____ School finance | _____ Ability and performance of evaluation of personnel |
| _____ Professional preparation and scholarship | _____ Development of reports and proposals as required in assigned tasks |
| _____ Effort toward improvement, when needed | _____ Coordination of inservice programs |

OVERALL PROFESSIONAL APPRAISAL: ☐ Satisfactory ☐ Requires Improvement ☐ Unsatisfactory

Supervisor Comments

Supervisor(s) Signatures _____

Title(s) _____

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

Date _____

Employee Comments

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

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

Date _____ Employee Signature _____

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

Comments:

_____ Work station management.

Comments:

_____ School finance.

Comments:

_____ Professional preparation and scholarship

Comments:

_____ Effort toward improvement, when needed.

Comments:

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

Comments:

_____ Leadership.

Comments:

_____ Ability and performance of evaluation of personnel.

Comments:

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

Comments:

_____ Coordination of inservice programs.

Comments:

ADDENDUM D – EVALUATION CRITERIA / BUILDING LEVEL SUPPORT STAFF

Performance Evaluation Report for Building Level Support Staff Form D



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

School or Location _____ Position Title _____

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

Narrative

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

Form 20-0065D Rev. 10/04 Web Form 20-0065DW

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

Employee Comments (Optional):

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

_____ Employee's Signature	_____ Date
-------------------------------	---------------

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

ADDENDUM E 1 – SCHOOL CALENDAR 2016-2017

August

MON	TUE	WED	THUR	FRI
8	9	10	11	12
15	16	17	18	19
22	23	♦24	♦25	26
29	(30)	31		

September

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

October

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

November

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

December

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

January

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

Significant Dates

August 24-25 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 5 Labor Day - No School
 September 30 Prof. Peer Learning / Early Release Day
 October 14 Prof. Learning Imp. Day / Non Student Day
 October 28 Prof. Peer Learning / Early Release Day
 November 11 Veterans' Day - No School
 November 18 Prof. Peer Learning / Early Release Day
 November 23-25 Thanksgiving Holiday
 December 2 Prof. Peer Learning / Early Release Day
 December 12-16 Elementary Conferences
 December 19 - January 2 Winter Break
 January 3 School Resumes
 January 13 Prof. Peer Learning / Early Release Day
 January 16 Martin Luther King Day - No School
 January 27 Prof. Learning Imp. Day / Non Student Day
 January 30 Non Student Day / Weather Makeup Day #2
 January 31 Second Semester Starts
 February 10 Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 17 No School / Weather Makeup Day #1
 February 20 Presidents Day - No School
 February 24 Prof. Peer Learning / Early Release Day
 March 10 Prof. Peer Learning / Early Release Day
 March 24 Prof. Peer Learning / Early Release Day
 March 27-31 Elementary Conferences
 April 3-7 Spring Break
 April 14 Prof. Peer Learning / Early Release Day
 April 28 Prof. Peer Learning / Early Release Day
 May 19 Prof. Peer Learning / Early Release Day
 May 29 Memorial Day - No School
 June 15 Last Day of School (Half School Day)
 June 16 Weather Makeup Day #3

February

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

March

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

April

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

May

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

June

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

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
#1 February 17 #2 January 30
#3 June 16



Spokane Public Schools
excellence for everyone

2016-2017 Calendar



ADDENDUM E 2 – SCHOOL CALENDAR 2017-2018

August

MON	TUE	WED	THUR	FRI
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
◆28	◆29	◆30	(31)	

September

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

October

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

November

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

December

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

January

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

Significant Dates

August 28-30 Teacher Work Days / Prof. Learning Imp. Days
 August 31 First Day of School
 September 4 Labor Day - No School
 September 15 Prof. Peer Learning / Early Release Day
 September 29 Prof. Peer Learning / Early Release Day
 October 6 Prof. Learning Imp. Days / Non Student Day
 October 20 Prof. Peer Learning / Early Release Day
 November 10 Veterans' Day - No School
 November 17 Prof. Peer Learning / Early Release Day
 November 23-24 Thanksgiving Holiday
 December 1 Prof. Peer Learning / Early Release Day
 December 18-22 Elementary Conferences
 December 25 - January 5 Winter Break
 January 8 School Resumes
 January 12 Prof. Peer Learning / Early Release Day
 January 15 Martin Luther King Day - No School
 January 26 Prof. Learning Imp. Day / Non Student Day
 January 29 Non Student Day / Weather Makeup Day #2
 January 30 Second Semester Starts
 February 2 Prof. Peer Learning / Early Release Day
 February 13-16 Secondary Conferences
 February 19 Presidents Day - No School
 February 23 Prof. Peer Learning / Early Release Day
 March 2 Prof. Peer Learning / Early Release Day
 March 12 Non Student Day / Weather Makeup Day #1
 March 16 Prof. Peer Learning / Early Release Day
 March 26-30 Elementary Conferences
 April 2-6 Spring Break
 April 13 Prof. Peer Learning / Early Release Day
 April 27 Prof. Peer Learning / Early Release Day
 May 28 Memorial Day - No School
 June 14 Last Day of School (Half School Day)
 June 15 Weather Makeup Day #3

February

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

March

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

April

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

May

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

June

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

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ◆ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 March 12 #2 January 29
 #3 June 15



Spokane Public Schools
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2017-2018 Calendar

ADDENDUM E 3 – SCHOOL CALENDAR 2018-2019

August

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

September

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

October

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

November

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

December

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

January

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

Significant Dates

August 27-29 Teacher Work Days / Prof. Learning Imp. Days
 August 30 First Day of School
 September 3 Labor Day - No School
 September 14 Prof. Peer Learning / Early Release Day
 September 28 Prof. Peer Learning / Early Release Day
 October 12 Prof. Learning Imp. Day / Non Student Day
 October 26 Prof. Peer Learning / Early Release Day
 November 9 Prof. Peer Learning / Early Release Day
 November 12 Veterans' Day - No School
 November 22-23 Thanksgiving Holiday
 December 7 Prof. Peer Learning/Early Release Day
 December 17-21 Elementary Conferences
 December 24 - January 4 Winter Break
 January 7 School Resumes
 January 18 Prof. Peer Learning / Early Release Day
 January 21 Martin Luther King Day - No School
 January 25 Prof. Learning Imp. Day / Non Student Day
 January 28 Non Student Day / Weather Makeup Day #2
 January 29 Second Semester Starts
 February 8 Prof. Peer Learning / Early Release Day
 February 12-15 Secondary Conferences
 February 18 Presidents Day - No School
 February 22 Prof. Peer Learning / Early Release Day
 March 1 Prof. Peer Learning / Early Release Day
 March 11 Non Student Day / Weather Makeup Day #1
 March 15 Prof. Peer Learning / Early Release Day
 March 25-29 Elementary Conferences
 April 1-5 Spring Break
 April 12 Prof. Peer Learning / Early Release Day
 April 26 Prof. Peer Learning / Early Release Day
 May 27 Memorial Day - No School
 June 13 Last Day of School (Half School Day)
 June 14 Weather Makeup Day #3

February

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

March

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

April

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

May

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

June

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

LEGEND

- Holiday
- No School / School Break Day
- Afternoon or All-Day Conferences
- ♦ Prof. Learning Improvement Day
- ▲ Prof. Peer Learning/Early Release Day
- ★ Designated Weather Makeup Days:
 #1 March 11 #2 January 28
 #3 June 14



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2018-2019 Calendar



ADDENDUM F - INDIVIDUAL EMPLOYMENT CONTRACT

MAIL LOCATION: «Location»

«Contract_Type»
INDIVIDUAL EMPLOYMENT CONTRACT
November 18, 2013

It is hereby agreed by and between the Board of Directors of Spokane Public Schools, Spokane County, State of Washington, hereinafter (District) and :

NAME: «Last_Name», «First_Name» I.D. NUMBER: «ID_Num»

hereinafter Employee, that in accordance with the action of the Board of Directors of the District, the Employee shall be employed and assigned in the public schools of the District for the 2013-2014 school year consisting of not less than «Days» days and such additional days as may be included in the calendar adopted by the Board of Directors pending legislative action impacting contract days. It is also agreed that employment under this contract shall be subject to the statutes governing the public schools of the State of Washington and to all policies, rules, regulations, and procedures of the District and State Board of Education, and to any collective bargaining agreement then in effect.

The duties of this contract shall be effective on the date noted and shall be the annual salary as noted:

DATE: «Start_Date» ASSIGNMENT: Certificated Staff

SALARY: «Amount» FTE: «FTE»

«MASTERS_Stipend»: «Stipend_Amount»

This contracted salary is based upon a salary schedule and placement thereon and subject to verification of education and experience based upon policies and regulations of the District and the appropriate collective bargaining agreement. The contract salary is subject to increase if additional credits and/or degrees are submitted in accordance with District policies and procedures and is subject to decrease if placement is incorrectly based upon verification of education and/or experience.

The salary and contract days, as well as other terms of this contract, shall be subject to the terms and conditions of the bargained agreement between the District and the exclusive bargaining representative and the law.

This contract shall not be effective unless and until all of the following conditions shall have occurred.

(a) An appropriate valid Washington Certificate effective for the entire period of this contract shall have been registered prior to initiating services by the Employee with the Human Resources office of Spokane Public Schools.


(b) The Employee shall have signed and dated this contract and returned it to the District within fourteen days of the date of this contract.

(c) This contract shall have been signed by the Board of Directors of the District or at their order.

In the event that the employee refuses or is unable to perform the duties assigned under this agreement, the District may, at its option, treat such refusal or inability as a termination of this agreement by operation of law.

Signature of Employee _____ Date _____

By Order Of The Board Of Directors Of Spokane Public Schools Of Spokane County, Washington

BY: 
President, Board of Directors

November 18, 2013
Date

ATTEST: 
Secretary, Board of Directors

ADDENDUM G - PRESCRIBED CONSEQUENCES FOR STUDENT BEHAVIOR

Exceptional Misconduct

The following behaviors have been deemed by the District, SEA, and members of a parent Ad Hoc Committee to be so serious in nature and/or so serious in terms of the disruptive effect upon the operation of the school as to warrant an immediate resort to the identified prescribed consequences. Any record of exceptional misconduct will be kept in the student's cumulative file and forwarded to the next grade level K-12.

Student Serious Behavior Discipline

Serious Behaviors	Short-Term Suspension	Long-Term Suspension	Expulsion/ Emergency Expulsion	Police Notification Request	Notification of District Security
Fire Arms			1st Offense	×	×
Use & Possession of Drugs/Alcohol	1st Offense re-entry plan required	2nd Offense re-entry plan required	3rd Offense re- entry plan required		×
Sale & Distribution of Drugs/Alcohol			×	×	×
Assault Staff	K-2 3-5 Days 3-6 5 Days 7-12 10 Days 1st Reckless Offense re-entry plan required school evaluation		Severe Assault or 2nd Reckless Offense re-entry plan required mental health evaluation		×
Threaten Staff	K-2 3-5 Days 3-6 5 Days 7-12 10 Days Indirect Threat 1st Offense re-entry plan required school evaluation		Severe Threat or Indirect Threat 2nd Offense re-entry plan required mental health evaluation		×
Possession of Dangerous Weapons or Explosive Device	Possession Only K-2 3-5 Days 3-6 5 Days 7-12 10 Days 1st Offense re-entry plan required		Possession with intent to use or 2nd Possession Offense re-entry plan required mental health evaluation	×	×

ADDENDUM H – CONTRACT WAIVER APPLICATION

Request for Waiver of Contract Provisions

To: SEA Executive Board and Spokane Public Schools School Board

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

Date of Request: _____

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

Renewal of Waiver (yes or no): _____

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

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

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

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

SEA Building Representative Date

Building Principal Date

ADDENDUM I- MEMORANDUM OF UNDERSTANDING SCHOOL LIBRARY TASK FORCE

**Between
Spokane Public Schools
And
The Spokane Education Association**

School Library Task Force

A. The School Library Task Force is established to gather data and make recommendations for school library staffing and support. Recommendations will be made to the district Superintendent and will be provided to the School Board for consideration in establishing district budget parameters.

B. The task force recommendations will include:

1. Data regarding library staffing levels, library programs and activities, library schedules and other non-staff support.
2. Data regarding staffing levels, library programs and activities, library schedules and other non-staff support in other districts within the local area and districts that are of a similar size within Washington State.
3. Summaries of research regarding best practices for library programs and activities, including staffing levels
4. At least three (3) formula option for providing library staffing. One formula option must be revenue neutral and a district level.
5. Recommendations for a schedule of implementing any changes to library staffing
6. Estimated costs of implementing recommendations, including major assumptions
7. Potential impacts to staff and to students that would occur as a result of the recommendations.

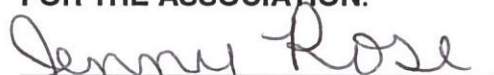
C. The task force will be made up of:

1. Four representatives from District administration identified by the Superintendent
2. One school principal or designee from each school level
3. Two librarians from each school level identified by the school librarians
4. At least one education support personnel currently assigned to support libraries from each school level agreed by the Association and the District.
5. Two representatives of the SEA to be identified by the SEA President.

D. The task force will begin in September 2016. An interim report will be provided to the Superintendent by January 31, 2017. A final report will be provided to the Superintendent by March 31, 2017.

E. To the extent possible, the report recommendations will be arrived through consensus. If recommendations are not reached through consensus, the report will identify the preferred option that the majority of the members' support and may include additional options along with the pros and cons of each option presented.

FOR THE ASSOCIATION:



Jenny Rose, President
Spokane Education Association



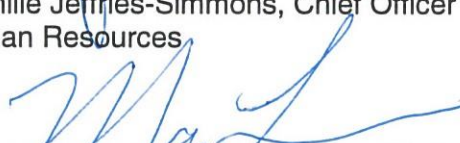
Michelle Jenner, Uniserv Director
Spokane Education Association

9/1/16
Date

FOR THE DISTRICT:



Tennille Jeffries-Simmons, Chief Officer
Human Resources



Mary Templeton, Certificated Personnel Director
Human Resources

9/2/16
Date

ADDENDUM J – BENEFITS MEMORANDUM OF UNDERSTANDING

Between
Spokane Public Schools
And
The Spokane Education Association
Representing

**Certificated, Educational Support Specialists, Custodian/Grounds/Warehouse,
Secretarial/Clerical, Nutrition Services, Unified Trades**

For Plan year 2017, the following medical plans shall be offered to employees as a “Schedule of Benefits”:

Group Health PPO 1
Group Health HMO 1
Group Health PPO 2
Group Health HMO 2
Group Health HMO 4
WEA Plan 5
High Deductible Plan
WEA EasyChoice A and B

For Plan year 2017, the following dental plans shall be offered to employees as a “Schedule of Benefits”:

Delta Dental of Washington
Willamette Dental
DeltaCare Managed Dental

For Plan year 2017, the following vision plan shall be offered to employees of the **Certificated, Educational Support Specialists, and Secretarial/Clerical** units:

Met Life VSP Vision Plan

The EBCC shall make recommendations to the bargaining teams regarding the “Schedule of Benefits” for the additional years of this agreement. Annually, during the life of this agreement, either party may choose to enter into negotiations to alter the “Schedule of Benefits”. If after negotiations, the parties agree to changes, this MOU will become null and void and a new MOU will be drafted reflecting the changes.

FOR THE ASSOCIATION:

MICHELLE BURDECK

Name

[Signature]

Signature

8/31/16

Date

FOR THE DISTRICT:

Tennille Jeffries-Simmons

Name

[Signature]

Signature

9/2/16

Date

ADDENDUM K - MEMORANDUM OF UNDERSTANDING

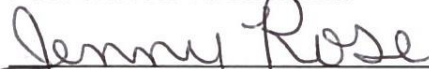
**Between
Spokane Public Schools
And
The Spokane Education Association
Certificated Staff**


The District and the Association agree that the following memorandum of understanding represents a commitment to perform specific activities in order to improve the school environment and address student behavior and student discipline. Specifically, the District and the Association agree on the following activities.

- The District will provide training to all principals and school staff regarding current contract language. The District may utilize SafeSchools to distribute and monitor whether this training was completed. This will be developed and distributed by November 30, 2016.
- The District will collect all school-wide discipline plans from individual schools by November 30, 2016. The School Directors will review the school-wide discipline plans for consistency with district policies and procedures and provide feedback to schools by December 31, 2016.
- The District will continue to provide training in restorative justice practices throughout the 2016-17 year. This training may be provided as part of the professional development time proposed by the District on non-student days.
- The District will continue to provide training in PBIS throughout the 2016-17 school year. This training may be provided as part of the professions development time proposed by the District on non-student days or as part of principal directed professional development.
- The District will develop training regarding the Child Study Team processes and best practices by February 28, 2017. After development, the District will create a plan for providing the training.
- The District and the Association will jointly work together, through a District Listening Team process to determine how to implement communication best practices – with a particular emphasis on improving the communication regarding student behavior and discipline.
- The District will update its policies and procedures associated with student behavior and discipline in accordance with state law and regulation changes, expected to be published and adopted early in the 2016-17 school year. Any impacts to the collective bargaining agreement will be communicated to the Association prior to the first reading of the updated district policy. Any necessary changed to the collective bargaining agreement will be negotiated in the form of an MOU as soon as practicable.
- By October 15, 2016, the District will develop and publish a contact list for Student Support Services and Special Education departments that will include who to contact for specific issues.

- The District will work to improve student discipline and behavior data definitions and reporting accuracy. This will include communications to each school, to clarify both what and how to report student discipline and behavior data in a more consistent manner. The District will monitor this work throughout the 2016-17 school year.
- The District and the Association will jointly hold focus group meetings prior to April 2017 to evaluate the effectiveness of district efforts to improve the school environment, student discipline actions, and student behaviors.
- The District Agrees to add Civility Training to SafeSchools, so all staff, including the administration, review the policy requirements on an annual basis.

FOR THE ASSOCIATION:


 Jenny Rose, President
 Spokane Education Association


 Michelle Jenner, UniServ Director
 Spokane Education Association

9/1/16
 Date

FOR THE DISTRICT:


 Tennille Jeffries-Simmons, Chief Officer
 Human Resources


 Mary Templeton, Certificated Personnel Director
 Human Resources

9/2/16
 Date

ADDENDUM L- MEMORANDUM OF UNDERSTANDING HIGH SCHOOL SCHEDULE TASK FORCE

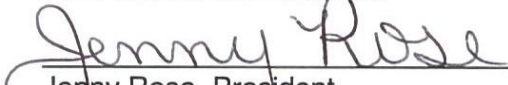
**Between
Spokane Public Schools
And
The Spokane Education Association**

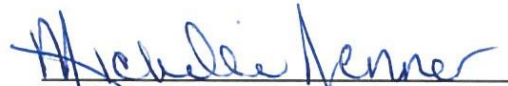
High School Schedule Task Force


- B. The High School Schedule Task Force is established to make recommendations for changes to the high school schedule that would allow more students to have the opportunity to graduate within four years under the State's new 24 credit high school diploma requirement. Recommendations will be made to the district Superintendent and will be provided to the School Board for consideration in establishing future budget and staffing parameters.
- C. The task force recommendations will include:
1. Research different options, evaluate the pros and cons of these different options, and narrow down the options to a preferred option or set of options.
 2. Recommended possible changes to the number of periods offered each day and/or additional opportunities for students to earn credits
 1. Identification of possible impacts to course offerings in schools
 2. Identification of impacts to the certificated and classified workloads and schedules
 3. Recommendations to address impacts to certificated and classified workloads
 4. Recommendations for a schedule of implementing changes to high school schedules
 5. Estimated costs of implementing recommendations, including major assumptions
 6. Potential impacts to the number of students able to graduate on time, including the major assumptions used
- C. The task force will be made up of:
1. Three (3) representatives from District administration identified by the Chief Academic Officer
 2. Each high school principal or their designee from the high school administration
 3. One (1) counselor from each high school recommended by the counselors from the school
 4. At least two (2) teachers from each comprehensive high school from a variety of content areas, jointly agreed to by the SEA and the District
 5. At least two (2) representatives from options schools agreed to by the SEA and the District

6. At least one (1) representative from a middle school agreed to by the SEA and the District
10. At least two (2) classified staff members jointly agreed to by the SEA and the District
11. Two (2) representatives of the SEA to be identified by the SEA President
- D. The task force will begin in September 2016. An interim report will be provided to the Superintendent and SEA President by December 31, 2016. The final report will be provided to the Superintendent and SEA President by February 28, 2017.
- E. To the extent possible, the report recommendations will be arrived through consensus. If recommendations are not reached through consensus, the report will identify the preferred option that the majority of members support and may include additional options along with the pros and cons of each option presented.

FOR THE ASSOCIATION:


Jenny Rose, President
Spokane Education Association

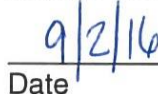

Michelle Jenner, UniServ Director
Spokane Education Association


Date

FOR THE DISTRICT:


Tennille Jeffries-Simmons, Chief Officer
Human Resources


Mary Templeton, Certificated Personnel Director
Human Resources


Date

ADDENDUM M- Spokane Public School District Professional Growth Planning Form

Name: _____ Location: _____ School Year: _____

The mission of the Spokane Public Schools
is to develop the skills and talents of all students through rigorous learning experiences, relevant
real-life applications, and supportive relationships.

1. Professional goals that are to be the focus of my Professional Growth Plan activities and discussion
(One to three goals related to the district/building goals.)
2. What is the plan of action for achieving my goal(s)?
3. How can my supervisor help me to achieve my goal(s)?
4. Who will be involved, and in what capacity, in working with me to achieve my goals?
5. How will I measure my success in achieving my goals?

6. Signatures:

Certificated Staff Member: _____ Date: _____

Supervisor: _____ Date: _____

To be completed by October 15

Distribution: 1 copy to employee

1 copy to supervisor. (to be returned to employee at year end.)

ADDENDUM N - Option 3 Professional Growth Plan Verification Form

Spokane Public School District

Name: _____ Location: _____

Supervisor: _____ School Year: _____

Assignment: _____

TO BE COMPLETED BY CERTIFICATED STAFF MEMBER:

Professional Goal(s): (List as identified on the Professional Growth Planning Form.)

Progress Made on Identified Goal(s):

Self-Assessment Measurements or Processes Used:

TO BE COMPLETED BY SUPERVISOR:

☐ Professional Growth Planning Form was completed. Activities and progress toward goal attainment were verified.

☐ Through conversations, meetings, observations, and/or feedback, _____'s overall performance has been documented in accordance with statutory requirements.

TO BE COMPLETED JOINTLY BY STAFF MEMBER AND SUPERVISOR:

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

☐ Eligible and continuing in Option 3 for next year

☐ Eligible and participating in Option 2 for next year

☐ Returning to Option 1 for next year

Date: _____ Employee Signature: _____

Supervisor Signature: _____

To be completed by June 1.

Distribution: 1 copy to employee
 1 copy to supervisor
 1 copy to permanent employee file

ADDENDUM O - Option 3 Professional Growth Log

Spokane Public School District

Name: _____ School Year: _____

Location: _____ Assignment: _____

Goal(s): _____

Use this document or a similar document throughout the year to record data and notes related to your goals. Although this document will not be submitted, you and your supervisor will refer to data collected as you discuss your activities and progress. You are required to keep a log of your activities. **At least 60 minutes of observations, conversations, meetings, and/or activities with your supervisor must be documented on this document. (The time does not need to be continuous.)**

DATE & TIME	ACTIVITY	NOTES/COMMENTS

Distribution: 1 completed copy to remain with employee

INDEX

1	
19 hours.....	145

A

Academic Freedom	16
Administration	6
Air Quality, Indoor	31
Annual/Vacation Leave	130
Assault on an Employee.....	34
Assessment	17
Assignments and Transfer.....	41
Association	
Rights	13
Association Dues.....	12
Association Leave	133
Association President's Leave	132

B

Benefits	138, 148
BENEFITS	175
Bereavement Leave	130
Building Budgets	39
Building Level Support Staff Salary Schedule.....	140
Business	11

C

CALENDAR 2016-2017	167
CALENDAR 2017-2018	168
CALENDAR 2018-2019	169
Calendar, School	123
Case loads	78
Certificated Staff Evaluation	115
Certificated Staff Layoff Process	53
Class Sizes	67
Class sizes and Caseloads.....	73
Classroom Visitation	35
Committees	11
Community Service Leave.....	134
Conferences.....	20
Contract Waiver Application.....	172
Contract Waiver Process.....	8
Contract, employment.....	170
Contracts	
Super	67
Crisis Plan, Building Wide.....	31
Curriculum/Materials.....	16

D

Department Leader Stipend	142
Department Leaders	93
Discipline	
Progressive	29
Student	21
Distribution of Agreement	9
District Property, Loss or Damage of.....	34
District Records	28
doctorate stipend	146
Dues Deduction	12
Duration and Signatory Provision.....	156
Duties, Extra	63

E

Early Intervention Services	24
EBCC	148
Educational Meetings Leave.....	134
Emergency School Closure	58
Employee Attendance Incentive Program.....	136
Employee Facilities.....	36
Employee Files.....	27
Employee Protection.....	30
Employee Work Year	58
Employee Workday	62
EMPLOYMENT CONTRACT.....	170
Endorsement List.....	40
enrichment activities.....	59
Enrichment Activities	144
Enrichment Hours	143
Enrichment Hours for Nurses and Elementary Counselors	143
ESA Workload.....	78
Evaluation.....	97, 115
EVALUATION CRITERA	161
EVALUATION CRITERIA	164
Evaluation, Focused.....	109
Evaluation, Non-Classroom Certificated Staff	115
Extra Duties	63

F

Facilities, Employee	36
Family and Medical Leave	128, 158
File	
Document Removal from Supervisor and Personnel... ..	29
Supervisor.....	27
Files	

Personnel	27
G	
General Education Workload	67
General Provisions for Salary Schedule	139
Grading	19
Grievances	152
Arbitration	155
Steps	153
Submission of	153

H	
HIGH SCHOOL SCHEDULE TASK FORCE	178
Hourly Rates for Certificated Employees, Miscellaneous	143

I	
ID Card	37
Individual Contracts	26
INDIVIDUAL EMPLOYMENT CONTRACT	170
Indoor Air Quality	31
Injury Related Reassignment	32
Instruction	16
Instructional Coaches	24
Involuntary Transfers	46
District Reassignment	46

J	
Job Descriptions	39
Jury Service	131

L	
Layoff and Recall	53
Layoff Benefits	56
Learning Improvement Day	145
Leave, sick	127
Leaves & Leaves of Absence	126
Annual/Vacation	130
Association	133
Association President's	132
Bereavement	130
Educational Meetings and Community Service	134
Emergency	127
Employee Attendance Incentive Program	136
Family and Medical	128, 158
Family Care	127
Jury Service	131
Maternity	129
Miscellaneous	135
Parenting	130
Public Service	133

Return from	136
Return from Leave of One Year or Greater	49
Sabbatical	131
Shared Leave Pool	128
Sick, Family Care and Emergency	126
Subpoena	135
Temporary Absence	134
Lesson Plans	23
Light Duty for on the Job Injuries	33
Loss and/or Damage of Personal Property	33
Loss or Damage of District Property	34

M	
Management Rights	14
Master's stipend	146
Materials	16
Maternity Leave	129
Meetings	
Staff	63
Mileage Allowance/Use of Personal Vehicles	150
Miscellaneous Leaves	135

N	
New Teacher Induction	5
Nineteen hours	145
No Strike/No Lockout	15
Nondiscrimination	8
Non-Renewal	114

O	
One Year Non-Continuing Contracts	26
Online Learning	90
open house	59
Open House, Skills Center	83
Option Schools	89
Overload	76, 79
Overload, ESA	79
Overload, General Education	71
Overload, Special Education	76

P	
Parent/Teacher Conferences	20
Parenting Leave	130
Personal Property, Loss/Damage of	33
Personal Vehicles, Use of	150
Personnel	26
Personnel Files	27
PERT	144
Pilot School Task Force	89
Position Sharing	57
Potentially Dangerous Students and Patrons	35

Preamble.....	4
Preparation Periods	64
Probation	118
Professional Enrichment Responsibility Time (PERT)	145
Professional Growth Planning Form	180
Professional Responsibility Stipend	144
Progressive Discipline	29
Public Service Leave	133

R

Recall	53
Procedure	55
Representation Fee	12
Return from Leave	136
Return from Leave of One Year or Greater Procedure	49
Rights	
Association	13
Management.....	14

S

Sabbatical Leave	131
Salary and Benefits	138
Salary Improvement	139
School Calendar	123
School Closure	58
School Decision Making	38
SCHOOL LIBRARY TASK FORCE	173
Section 36 – Montessori	92
Seniority.....	6, 26, 32, 40, 42, 51, 53, 57
List/Certification and Endorsement List.....	40
SVL.....	90
Settlements of Grievances	152
Shared Leave Pool.....	128
Sick Leave.....	127
Site-Based Governance	5
Skill Center Employees.....	81
Skill Center TRI Time	83
Special Ed oversight committee.....	77
Special Education Procedures and Services	24
Special Education Workload	73
Special Needs Assessments	23
Staff Meetings.....	63
Stipend.....	59
Department Leader	142
Professional Responsibility	144
Stipends	146
Stipends, Chemical Hygiene Officers.....	146

Stipends, Testing Coordinator	147
STUDENT BEHAVIOR	171
Student Discipline.....	21
Student Exclusion from Class	22
Student Health Needs	36
Student Workplace Training Opportunities	122
Students and Patrons, Potentially Dangerous	35
Submission of Grievances.....	153
Subpoena Leave	135
Substitute for Principal	93
Substitute Teachers.....	96
Substitute Teacher's Salary Schedule	143
Summer Mail Delivery	122
Summer School	59
Skill Center.....	61
Super Contracts.....	67
Supervisor File	27
Supplemental Contracts	26

T

Temporary Absence	134
Threat and/or Assault on Employee.....	34
Title I Funding.....	23
Training	122
Transfer	41
Special Needs	43
Transfers	
Administrative	52
Transfers, Involuntary	46

V

Vandalism	33
VEBA	150
Volunteer Opportunities	125

W

Walkthroughs	124
Work Year.....	58
Workday	62
Worker's Compensation.....	32
Workload	
ESA.....	78
General Education	67
Other Provisions	72
Overload Remedies	71
Special Education	73
Special Education Overload Remedies	76