

Teacher-School Board Contract

September 1, 2022- August 31, 2025



**Tonasket School District #404
*Kevin Young, Superintendent***

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ARTICLE I. ADMINISTRATION

Section 1: Preamble

This contract is made and entered into by and between the Tonasket School District 404, acting through its Board of Directors, and the Tonasket Education Association, pursuant to RCW 41.59.

The Parties agree that providing quality education for the students of the Tonasket School District 404 is their mutual aim. The Parties recognize that satisfying this mutual aim depends upon qualified teachers whose preparation is adequate for the academic needs of the District, and that such preparation benefits the instructional program by enhancing the quality and morale of the teaching staff. The Parties, recognizing further, that the involvement of members of the teaching profession is particularly valuable in the formulation of policies and programs designed to improve educational standards.

Section 2: Definitions

- A. The term "Board" shall mean the Board of Directors of the Tonasket School District, number 404, Okanogan County, Washington.
- B. The term "Association" shall mean the Tonasket Education Association, affiliated with the Washington Education Association and the National Education Association.
- C. The term "Parties" shall mean the District and the Association.
- D. The term "Agreement" shall mean the collective bargaining agreement signed by the parties.
- E. The term "Employee" shall mean any member of the bargaining unit.
- F. The term "Day" shall mean any calendar day, exclusive of Saturdays, Sundays or recognized holidays, when the office of the Superintendent is open to the public for the conduct of business unless otherwise noted.
- G. The term "Superintendent" shall mean the chief administrator of the District or his/her designee.
- H. The term "contract" shall mean the individual contract issued to and signed by each employee pursuant to RCW 28A.405.210 and RCW 28A.405.220.
- I. The term "supplemental contract" shall mean that contract issued and signed in accordance with RCW 28A.405.240.
- J. The term "President" shall mean the President of the Association.
- K. The term "RIF" shall mean Reduction in Force.
- L. The term "District" shall mean the Tonasket School District #404, acting through its officers, agents or employees.
- M. The term "RCW" shall mean Revised Code of Washington.
- N. The term "WAC" shall mean Washington Administrative Code.

- O. The term "SPI" shall mean the Washington State Superintendent of Public Instruction or his/her office.
- P. The term "BEA" shall mean Basic Education Act.
- Q. The term "AR" shall mean Association Representative(s).
- R. The term "PERC" shall mean the Washington State Public Employee Relations Commission.

Section 3: Recognition

- A. Classroom teachers whether under contact or on leave.
- B. Instructional support staff of librarian/learning resource specialist, counselor, E.S.A. psychologist, and E.S.A. communication disorder specialist.
- C. Substitutes for classroom teachers and instructional support staff. The Association does not represent substitutes in the area of salary and benefits.

Section 4: Conformity to Law

- A. The Agreement shall be governed and construed according to the Constitution and laws of the State of Washington.
- B. If any provision of this Agreement shall be found contrary to law, such provision shall have effect only to the extent permitted by law, but the remainder shall continue in effect for the duration of the Agreement.
- C. Any provision held contrary to law shall be renegotiated as soon as possible.

Section 5: Status of Agreement

- A. This Agreement shall become effective when ratified by the Parties and executed by authorized representatives and may be amended or modified only with mutual consent of the Parties. Such amendments and/or modifications shall be in writing and signed by both parties and then attached to the Agreement.
- B. This Agreement shall supersede any rules, regulations, policies, resolutions, or practices of the District which shall be contrary to or inconsistent with its terms.

Any rules, regulations, policies, resolutions, or practices of the District not in conflict or inconsistent with this Agreement shall remain in effect.
- C. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries, employee benefits, or existing policies and practices of the District in effect regarding this agreement prior to the effective date of this Agreement.

Section 6: Maintenance of Standards

- A. All conditions of employment as outlined in the Agreement, including, but not limited to, teaching hours, District compensation for duties outside the regular teaching hours, preparation and relief periods where applicable, leaves, and general benefits shall be maintained at not less than the standards in effect in the District at the time this Agreement is signed unless renegotiated as per this agreement.

- B. The duties or responsibilities of any position currently being held by any employee in the bargaining unit shall not be altered, increased, or transferred to a person not a member of the bargaining unit without prior consent of the Association.

Section 7: Individual and Supplemental Contract Compliance

All individual and supplemental contracts shall be subject to and consistent with law and this Agreement and shall expressly state that they are subject to this and subsequent Agreements between the parties. If any individual or supplemental contract is inconsistent with this Agreement, this Agreement shall control.

Section 8: Distribution of the Agreement

- A. After the parties reach tentative agreement on a successor Agreement, the District Association shall produce a draft copy for mutual editing. Upon reaching final agreement on the content and form of the new Agreement, the District shall produce a camera ready copy which the Board shall use to print the final draft.
- B. Within sixty (60) days after ratification of this agreement, TEA will make available and distribute copies of this Agreement to all employees and the District will post an electronic copy in the District's website.
- C. All employees new to the District will be shown where to find and how to download an electronic copy of the agreement from the District's website. The cost of printing and distribution any hard copies of the Agreement shall be borne by the Association.

Section 9: Joint Meetings

Board representative(s), Association representative(s), and the Superintendent shall meet at least quarterly in order to review Agreement administration and to address other matters of mutual concern. Such meeting shall not be bargaining or grievance resolution sessions.

ARTICLE II. BUSINESS

Section 1: Management Rights

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

Section 2: Association Rights and Privileges

- A. The Association representatives and members shall have the right to use District building and equipment for Association business provided such use does not interfere with District use, nor entail additional custodial care or building costs. The Association shall have the right to use the District mail system and employee mailboxes for communication purposes.
- B. The Association, upon reasonable prior notice to the District, shall be permitted access to and/or be provided information on reports, documents, or records available as public records, subject to applicable laws and restrictions. Prior to each regular or special Board meeting the District shall provide the President with a formal agenda along with the same

agenda annotations and support material as provided the Board excluding materials pertaining to executive and/or closed sessions.

- C. Association representatives shall be granted release time for:
 - 1. Negotiations meetings between the Tonasket School District and TEA negotiating team.
 - 2. Grievance meetings with an arbitrator.
 - 3. Board meetings.
- D. The District shall provide the Association with access to new employees within thirty (30) days of the employee's start date within the bargaining unit. Such access may occur during a new employee orientation, if new hire orientation is scheduled. The Association shall be allowed no less than thirty (30) minutes to meet with all newly hired certificated employees represented by this agreement. These meetings are allowed during the employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and the Association.
- E. By October 15 of every year and upon request, the District will provide an electronic roster of bargaining unit members in the District to the Association President/s. These requests shall be fulfilled within ten (10) working days. The following information will be provided if such information is held by the District: employee name (first and last), work email, job title/position, work location, and FTE. Such list will include the names of all bargaining unit members regardless of their membership status with the Association.

Section 3: Payroll Deductions

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of said employee and make remittance for Association dues.
- B. The Association will submit automatic payroll deduction authorization forms to the District payroll office. A member's revocation of such automatic payments shall be made in writing to the Association on the form available from the Association.

Section 4: Representation Fees

- A. No member of the bargaining unit will be required to join the Association. The Association will inform the District on a monthly basis of any new members and revocation of membership
- B. The Association agrees to indemnify and hold the District harmless against any legal action brought against the District as a result of this representation fee provision.

ARTICLE III. EMPLOYEE RIGHTS

Section 1: Employee Discipline

- A. No employee shall be disciplined, warned, reprimanded, suspended, reduced in rank or compensation, discharged, terminated or adversely affected in any way without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth.

- B. Any charges which are made shall be reduced to writing and delivered to the affected individual(s) prior to any action being taken by the employer. Any employee shall have the right to have a representative of his own choosing present in any disciplinary action.
- C. Disciplinary actions available to the District are to be verbal reprimand, written reprimand to be placed in the employee's personnel file, suspension without pay, or discharge. Disciplinary action shall be appropriate to the cause which precipitated the disciplinary action, and shall be progressive unless otherwise justified.

Section 2: Non-Discrimination

The Parties agree that the provisions of this Agreement shall be applied without regard to or on the basis of sex, race, creed, religion, color, national origin, age, honorably discharged veteran or military status, sexual orientation including gender expression or identity, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability

Section 3: Personnel Files

- A. Employees shall have the right to inspect all contents of their complete personnel file kept within the District. Upon request, a copy of any documents contained therein shall be provided to the employee at their expense.
- B. The District's personnel file for an employee shall contain the following items:
 - 1. The employee's required evaluation reports including probationary documentation, if any.
 - 2. The individual service contracts of the employee.
 - 3. The transcript of the employee's academic record.
 - 4. The verification of certificated experience.
 - 5. Any other documentation required by law, rule, or regulation implementing that law.
 - 6. Derogatory materials may be kept in the employee's file if they have been shown to the employee within fifteen (15) days after receipt or composition, or notification of an investigation unless prohibited by law.
 - 7. Employees shall be given a copy of any derogatory material that is placed in their personnel file at the time it is so placed. Employees shall be given an opportunity to attach written comments within ten (10) days of the receipt of the material. Employees shall indicate they have seen such materials and have received a copy thereof by affixing their signature and dating the copy that is to go into the file.
- C. The District's personnel file for an employee shall not include the following items:
 - 1. Any grievance concerning the employee;
 - 2. Derogatory material not previously shown to any employee;
 - 3. Medical records will be held in a separate file in the District Office.
- D. Upon written request by the employee or the District, the Superintendent and employee shall sign and state an inventory sheet to verify contents of the District's personnel file for an employee.
- E. All contents of personnel files shall remain the property of the School District.
- F. The employee may request that material contained in the District's personnel file for an employee be removed. Such request shall be in writing and directed to the Superintendent.

Within ten (10) working days of the employee, the Superintendent shall meet with the employee to consider the request. Within five (5) working days of the meeting the Superintendent shall render a decision, in writing, to the employee. Should the employee not be satisfied with this decision, he/she may appeal the decision through the grievance procedure contained herein.

Section 4: Working Files

- A. District administrators and/or supervisory personnel may maintain working files for the purposes of collecting notes and material to aid in the preparation of evaluation reports, observation reports, and/or assignments, and may also contain necessary documentation in cases of probationary or disciplinary action.
- B. Any derogatory material not shown to an employee within fifteen (15) days after receipt or composition, or notification of an investigation unless prohibited by law, shall not be allowed as evidence in any grievance procedures or in any disciplinary action against the employee.
- C. No material shall be kept in the working file longer than one year from date of the incident except that the administrator may do so if the documentation is shown to the employee who will sign (indicating having seen, not necessarily agreeing with) and date it. If no action has been taken within two (2) years from the date of the employee's signature, the material shall be destroyed. Action taken may include "ongoing investigation" as defined to mean complaints concerning new incidents similar in nature to the original material.

Section 5: Assignments, Transfers, and Vacancies

- A. Grade, class, subject matter, and other job assignments shall be made by the District. Such assignments shall be based upon the needs of the educational program and the demonstrated skill, ability, and qualification of the employee to meet those needs.
- B. Request for Transfer: Administrators are responsible for building outcomes and are entitled to manage staffing. Therefore, a teacher desiring to make a transfer in grade, subject, or building assignment for the ensuing school year, may submit an official letter of interest to the building principal(s) on or before May 15th. Enclosed within the letter of interest, the teacher may specify their desire for an interview with principal or interview with building committee. Failure to submit such a request by May 15th does not preclude employees from applying for any position which may be announced as open for application.
- C. Vacancies and/or New Positions:
 - 1. Such notice shall set forth the academic qualifications for the positions, a summary of responsibilities and duties, and the procedures for application. Application deadlines shall be at least two weeks from the date of notice (except as in #2 below).
 - 2. Summer Notification: by July 1st, vacancies and/or new positions shall be publicized electronically in the Official District News email to all employees for a period of five (5) days prior to being filled by the District. Employees may notify the District Office in writing prior to the last day of the school year to have job postings mailed.
 - 3. Any employee not selected for a position shall receive written notice including a statement of reason(s) why the transfer or reassignment, was not granted. Such

employee shall be granted a personal conference with the Superintendent upon request.

D. Activity Assignments:

1. Activity assignments are those for which a stipend is paid from the adopted activity salary schedule.
2. Activity assignments shall be made by the District based upon the needs of the District's activity program and the skill, ability, and qualifications of the employee to meet those needs.

E. Involuntary Transfer:

1. As used herein, an involuntary transfer is defined as a district decision to assign an employee to a different building (Pre K-5, 6-8, 9-12), different elementary grade level within the Pre K-5 program, and/or a different subject matter area in grades 6-12 for more than one half the instructional day than the employee held the previous year, provided the employee has not requested such a transfer. Such involuntary transfers will be made only in an emergency or to prevent undue disruption of the instruction program. In the event of such transfers the District shall confer with the association at the earliest possible date and shall continue to confer throughout the process. The parties shall meet and discuss possible ways to minimize the potential impact to students and staff of such transfers.
2. All individuals seriously being considered for such a transfer shall be notified in writing of the district's need and the candidate's specific qualifications for the position. The Association shall receive a copy of all such notices. Each employee so notified shall have the opportunity for a personal conference with building principal within fourteen calendar days of the receipt of notice. The employee may be accompanied by an Association representative.
3. The Superintendent shall notify the employee selected for such a transfer, in writing, of the reason(s) for his/her selection not less than ten calendar days before the change is to become effective. A copy of that notice will be sent to the Association. The employee so notified may appeal the decision of the Superintendent to the Board, provided that the notice of appeal is received by the Superintendent within five calendar days of the receipt of notice. The Board shall meet and hear the appeal in executive session, render a decision and notify the employee of the decision in writing within ten calendar days of the receipt of the appeal notice by the Superintendent. In the event an employee appeals the decision of the Superintendent to transfer in accordance with the timelines above, the execution of the transfer shall not be made until the Board renders its written decision upon the appeal.
4. All employees being considered for involuntary transfer effective for the start of the ensuing school year, shall be notified in writing. Any employee involuntarily reassigned under the provisions of this section for an ensuing school year shall be granted a release from contract upon written request until three weeks before the first contract day of the new school year.
5. If an involuntary transfer should occur during the school year, one day's release time shall be granted for the employee to complete the move and to become orientated to the new program. All employees being considered for involuntary transfer effective for the start of the ensuing school year, shall be notified in writing.

6. Employees who are transferred involuntarily will be given priority to return to their previously held positions when these open up. Priority means first consideration, and if the employee is not selected, the employee will be informed of the reason(s).
7. The District will attempt to limit the number of transfers if possible.

Section 6: Privacy

- A. Information: The District shall not provide personal information concerning employees, including names, addresses, phone numbers, etc. to any person not required by law, or to any commercial or charitable organization without specific Association agreement.
- B. Faculty Meetings: Representatives of commercial concerns, including but not limited to insurance companies, financial counselors, fund raisers, etc. shall not be permitted to attend and address faculty meetings.

ARTICLE IV. EVALUATION AND PROBATION (Certificated Classroom Employees)

Section 1: Employee Evaluation – Purpose

- A) The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405 and WAC 392-191A:
- B) To acknowledge the critical importance of teacher quality in impacting student growth and support professional learning as the underpinning of the new evaluation system.
- C) To identify, in consultation with classroom teachers, particular areas in which the professional performance is distinguished, proficient, basic or unsatisfactory, and particular areas in which the classroom teacher, needs to improve his/her performance.
- D) To assist classroom teachers who have identified areas needing improvement, in making those improvements. The primary purpose of this procedure is to help teachers grow.

Section 2: Qualifications and Notification of Evaluators

The term "Evaluator" shall mean the program administrator of the employee being evaluated or as assigned by the superintendent. If mutually agreed the evaluator may be another qualified district administrator. Principals and administrators who have evaluation responsibilities will be certified by the State to implement the evaluation system and maximize rater reliability. RCW 28A.405.120. Employees shared between buildings shall be assigned an evaluator. Evaluators shall be made known to the employee by October 1st.

Section 3: Definitions

- A. "Artifacts" shall mean any products generated, developed, or used by a classroom teacher during the course of instruction. Artifacts should arise naturally from classroom instruction or practices and should not be created specifically for the evaluation system or at the direction of the evaluator. Additionally, tools or forms used in the evaluation process may be considered as artifacts. NOTE: It is recommended that artifacts will be minimally necessary as artifacts can be gathered through the observation process.

- B. The term "Evidence" shall mean any artifact used as part of the evaluation.
- C. The term "Classroom Teacher" shall mean certificated staff that provide academically focused instruction and/or grades to one or more students. The term "classroom teachers" does not include Educational Staff Associates (e.g. Speech Language Pathologists, OT, PT, Nurses, Psychologists), Counselors, and other bargaining unit members who do not meet this definition. Those bargaining unit members who do not meet this definition will use the procedures from this section and the forms found in ARTICLE IV – A. - EVALUATION AND PROBATION, and Appendix D and E
- D. The term "Component" shall mean the sub-section of each criterion.
- E. The term "Instructional Framework" means one of the approved instructional frameworks adopted by the Superintendent of Public Instruction to support the four-level rating system pursuant to RCW 28A.405.100. The Tonasket School District Board of Directors has adopted the Marzano Teacher Evaluation Model. The parties will incorporate the Marzano Teacher Evaluation Model Rubrics by State Criteria with Scales and Possible Evidence as the basis of the evaluation process.
- F. The term "Evaluation" shall mean the ongoing process of identifying, gathering and using information to improve professional performance and assess total job effectiveness.
- G. The term "Evaluation Criteria" shall mean the minimum eight (8) evaluation criteria for classroom teachers specified in WAC 392-191A. Those criteria are:
1. Centering instruction on high expectations for student achievement.
 2. Demonstrating effective teaching practices.
 3. Recognizing individual student learning needs and developing strategies to address those needs.
 4. Providing clear and intentional focus on subject matter content and curriculum.
 5. Fostering and managing a safe, positive learning environment.
 6. Using multiple student data elements to modify instruction and improve student learning.
 7. Communicating and collaborating with parents and school community.
 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.
- H. The term "Evaluation Report" shall mean that document which becomes a part of the employee's personnel file.
- I. "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section. WAC 392-191A-030
- J. The term "Informal Observation" shall mean a documented observation that is not required to be pre-scheduled.
- K. The term "Rubrics" shall mean the descriptions of practice used to capture evidence and data and classify teaching and student growth using the evaluation criteria and the four-level rating system.
- L. The term "Scoring Band" shall mean the State adopted range of scores used to determine the final comprehensive evaluation summative score for a certificated classroom teacher.
- M. The term "Student Growth" shall mean the growth in subject-matter knowledge, understandings, and/or skill between two points in time during a school year and only when under the employee's responsibility, in context of meeting standards/course

requirements.

- N. The term "Student Growth Data" shall mean data that is relevant to the teacher and subject matter. Student growth data must be a factor in the evaluation process and be based on multiple measures that can include classroom-based, school-based, district-based, and state-based tools. Student growth data may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school, provided the teacher chooses to use this group goal.
- O. The term "Summative Performance Ratings" shall mean the four performance levels applied using the four-level rating system: Level 1 = Unsatisfactory, Level 2 = Basic, Level 3 = Proficient, and Level 4 = Distinguished.

Section 4: Evaluation Process

- A. Notification: Prior to October 1st (or as soon as practical for teachers hired after October 1), the teacher and assigned evaluator shall discuss professional goals, student growth measures and student growth goals to be used for the year. This meeting may coincide with the previous year's summative evaluation meeting. The teacher shall identify and document a student growth goal for Components SG-3.1, SG-6.1 and/or SG-8.1. The goals may be the same goal.
- B. Teacher Self-Assessment: All teachers will have the option to complete either a self-assessment or use the results of their prior year's comprehensive evaluation in lieu of a self-assessment, prior to setting professional goals. It is the teacher's choice to share or not share their self- assessment with their administrator.

Section 5: Comprehensive Evaluation Option

- A. A comprehensive evaluation will be required for all teachers who are provisional employees or who have received a level 1 or level 2 summative rating in the previous year. All continuing classroom teachers will be required to complete a comprehensive evaluation once every six years.
- B. Professional Goals – Comprehensive Evaluation
 - 1. A Teacher on a comprehensive evaluation will develop professional goals and timelines, will monitor his or her progress, and will make adaptations as needed.
 - a. The plan will be guided by the self-assessment or the prior year's comprehensive evaluation and must include at least one (1) student growth goal and at least one (1) professional goal.
 - b. The evaluator and employee shall mutually agree on the employee's professional growth and development plan and goals for the year.
- C. Optional Formal Observation-
 - 1. Pre-Observation Conference
 - a. A pre-observation conference may be requested prior to a formal observation or series of observations.
 - b. The purpose of the pre-observation conference is to discuss the employee's goals, 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.

2. Formal Observations

- a. If requested by the employee, a formal observation will be at least (30) continuous minutes.
- b. Following each formal observation, the evaluator shall promptly document, in writing, his or her observation.
 1. A series of observations conducted within a period of ten (10) working days may be considered to be a single observation for the written observation report.
 2. The written observation report shall be completed by the principal or contracted administrator, based on his or her observation or series of observations.
 3. A copy of this written report shall be provided for the employee within five (5) days after the observation or following the last observation in the five (5) working day period.
- c. The teacher may provide additional evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher may be incorporated electronically by uploading or through conversation prior to the post-observation conference and be used to determine the final evaluation score.

3. Post-Observation Conference

- a. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the criteria during the observation and to discuss the teacher's performance.
- b. A post-observation conference shall be held within five (5) days of a formal observation or series of observations. If the teacher and evaluator have mutually agreed to break the remaining thirty (30) minutes of observation into shorter time.
- c. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria and provide specific observable solutions to remedy the concern in writing. The teacher has the opportunity to attach written comments to the observation notes.

D. Observations

1. Observations are not limited to the classroom. They may take place whenever the teacher is on duty. "Observe" or "observation" means the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time against the instructional or leadership framework rubrics pursuant to this section.
2. If an artifact is to be used in the evaluation process, the teacher will be notified in writing, or via email within five (5) days.
3. For teachers on Focused Evaluation, prior to the final evaluation, each teacher will

receive written feedback from their evaluator at least twice per year.

4. If there is an area of concern observed, the evaluator will identify specific concerns and note concern in writing within ten (10) working days of the observation and provide the opportunity to discuss possible solutions with the teacher.
5. School Districts must ensure that all classroom teachers are observed for the purpose of focused evaluation at least twice each school year in performance of their assigned duties. As appropriate, the evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting.

E. Final Summative Evaluation Conference – Comprehensive Evaluation

A conference shall take place between the employee and evaluator prior to May 15 to discuss the Final Summative Evaluation. The written evaluation document shall be provided to the employee by June 1st or by May 15 for Provisional employees.

F. Comprehensive Evaluation Summative Score

1. A classroom teacher shall receive a summative performance rating for each of the eight (8) state evaluation criteria. Each criterion shall be rated based on the components in that criterion using the evidence gathered by the evaluator and employee.
2. Prior to April 1st the evaluator will notify the teacher of criteria areas not observed and give the teacher a chance to provide evidence or demonstrate meeting the criteria.
3. If there is a dispute between the evaluator and the employee regarding the strength of the evidence in supporting goal attainment, then a mutually agreed third party district employee can review artifacts and notes to make a binding decision. If a mutually agreed third party cannot be agreed upon and if the attainment of the criterion will negatively affect the employee, then the superintendent and president of TEA shall determine a third party trained in TPEP who may or may not be a district employee.
4. Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score. The teacher will have an opportunity to submit additional evidence within two weeks after the summative evaluation conference.
5. Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date. If data is submitted past the May 1st deadline, the administrator can adjust the evaluation, even after the May 15 deadline, to reflect the additional data.

G. Final Summative Evaluation Report.

1. By May 15th the provisional or probationary teacher will sign two (2) copies of the Final Summative Evaluation Report.
2. By June 1st all other teachers shall sign two copies of the final summative

evaluation.

3. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.
4. The final decision is the responsibility of the evaluator. The Summative Criteria Score is the sum of the eight criterion scores and is rated based on the summative scoring band, as follows: Level One Unsatisfactory (8-14), Level Two Basic (15-21), Level Three Proficient (22-28), Level Four Distinguished (29-32)

H. Student Growth Impact Rating

1. Impact of Low Student Growth Score

- a. A student growth score of "1" in any of the student growth rubrics (SG3.1, SG3.2, SG6.1, SG6.2, SG8.1) will result in an overall low student growth impact rating. A classroom teacher with a preliminary rating of distinguished and with a low student growth rating will not receive an overall rating of higher than Proficient.
- b. Classroom teachers with a low student growth rating will engage, with their evaluator, in a student growth inquiry.

I. Student Growth Inquiry

1. If a teacher receives a low student growth score they must engage in a student growth inquiry. Within two (2) months of receiving the low student growth score or by October 15th of the following school year, one or more of the following must be initiated by the evaluator:
 - a. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, school district and state-based tools and practices;
 - b. Examine extenuating circumstances which may include one or more of the following: Goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
 - c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation; or
 - d. Create and implement a professional development plan to address student growth areas.

Section 6: Focused Evaluation Process

- A. If a non-provisional teacher has scored at Proficient or higher the previous year, they may choose to be evaluated using the Focused Evaluation mutually agreeing upon which criteria.
- B. The teacher may remain on the Focused Evaluation for five (5) years before returning to the Comprehensive Evaluation unless the evaluator notifies the employee of the change to a

- comprehensive evaluation by Nov. 15 of any given year.
- C. 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 state criteria and the associated student growth measure(s).
 - D. A summative score is determined using the most recent comprehensive summative evaluation score. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator.

One of the eight criteria for certificated classroom teachers must be assessed in every year that a comprehensive evaluation is not required. The area of focus shall be mutually determined by October 1st. The final decision is the responsibility of the evaluator.

The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 is selected, evaluators will use those student growth rubrics. If criterion 1, 2, 4, 5 or 7 is selected, evaluators will use criterion 3 or 6 student growth rubrics.

A group of teachers may focus on the same evaluation criterion and share professional growth activities. The teacher(s) should initiate this collaboration and no individual shall be required to work on a shared goal.

The teacher or the evaluator can request a move from the Focused to the Comprehensive Evaluation. A decision to move a teacher from a Focused to a Comprehensive Evaluation must occur prior to November 15, if the employee is scoring at Unsatisfactory or Basic. A change to comprehensive evaluation must be preceded by at least one (1) meeting to discuss the need to change, an opportunity for response and the decision.

Should an evaluator determine that a teacher on a focused evaluation should be moved to a comprehensive evaluation for that school year, the teacher must be informed of this decision in writing at any time on or before November 15.

1. Observation

Classroom teachers will be observed for the purposes of focused evaluation at least twice each school year in the performance of their assigned duties. The evaluation of the certificated classroom teacher may include the observation of duties that occur outside of the classroom setting. The total observation time for the school year will be no less than sixty (60) minutes for classroom teachers on the focused evaluation option.

2. Final Summative Evaluation Conference – Focused Evaluation

Prior to May 15th the evaluator and teacher shall meet to discuss the teacher's final summative score. The teacher will have an opportunity to submit additional evidence within two weeks after the summative evaluation conference.

Any student growth evidence must be submitted to the evaluator prior to the final evaluation. Any other evidence must be submitted to the evaluator by May 1st, unless the evaluator and teacher mutually agree to a later date.

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.

By June 1st 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. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

Section 7: General Requirements and Other Considerations

- A. Video or audio recordings shall not be made or used without the consent of the teacher.
- B. Employees who have been assigned to teach outside their endorsed areas shall not be subject to non-renewal or probation based on an evaluation of their effectiveness in an out of endorsement assignment.
- C. Counselors/Specialists: Employees who are not classroom teachers shall be evaluated using the form found in Appendix D & E and shall be observed for a minimum of 60 minutes each year if they are non-provisional and at least 90 minutes if they are provisional. They shall be afforded the same rights of pre-conferences and post-conferences with their supervisor to discuss their evaluation
- D. RCW 28A.405.100 (8a) requires evaluation results to be used as part of Human Resource Decisions.
- E. The parties agree that summative scores will be used to break ties in seniority.

Section 8: Provisional Employees

- A. Definition: The term "Provisional Employee" shall mean any employee in a teaching or other nonsupervisory certificated position. Provisional employees shall be subject to nonrenewal of employment contract as provided in RCW 28A.405.220 during the first three years of employment, unless:
 - (1) the employee has previously completed at least two (2) consecutive years of certificated employment in another school district in the state of Washington, in which case the employee shall be subject to nonrenewal of employment contract pursuant to RCW 28A.405.220 during the first year of employment; or
 - (2) the employee has received an evaluation rating below level two (2) on the four-level rating system established under RCW 28A.405.100 during the third (3rd) year of employment, in which case the employee shall remain subject to the nonrenewal of the employment contract until the employee receives a level two (2) rating. This shall include any employee who is re-employed with the District after a break in service.
- B. The superintendent may make a determination to remove an employee from provisional status if the employee has received a Proficient or Distinguished rating during the second year of employment by the District.

Section 9: Probation

- A. Notice: At any time after October 15th, an employee whose work is not judged satisfactory based on district evaluation criteria shall be placed on probation and notified in writing of the specific areas of deficiency and provided with a written reasonable program for improvement. The notice to the employee shall be signed by the Superintendent/Designee. Employees may only be placed on probation from the Comprehensive evaluation process.
- B. No Transfers: During the period of probation, the employee may not be transferred from the supervision of the original evaluator. Improvement of performance or probable cause for nonrenewal must occur and be documented by the original evaluator before any

consideration of a request for transfer or reassignment as contemplated by either the individual or the school district.

C. Probationary Period:

A probationary period of sixty (60) school days shall be established for teachers deemed not satisfactory. Days may be added if deemed necessary to complete a program for improvement and evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of less than Level 2.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.300. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her areas of deficiency. The establishment of the probationary period and the giving of the notice to the employee of deficiency shall be by the school district superintendent and need not be submitted to the board of directors for approval.

The District shall follow RCW 28A.405.100(4) regarding employees whose work is not judged satisfactory based on the evaluation criteria.

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.200.

D. Regular Meetings and Assistance:

During the probationary period the evaluator shall meet with the employee twice monthly to supervise and make written evaluations of the progress made by the employee. The evaluator may authorize one additional certificated employee to evaluate the probationer and to aid the employee in improving his or her areas of deficiency. Should the evaluator not authorize an additional evaluator, the probationer may request that an additional certificated employee evaluator become part of the probationary process. This request must be implemented by including an additional experienced evaluator assigned by the ESD in which the school district is located and selected from a list of evaluation specialists compiled by the ESD, if available. Such additional certificated employee shall be immune from any civil liability that might otherwise be incurred or imposed with regard to the good faith performance of such evaluation. The Association may elect to bring in an outside professional to observe, advise, and assist the teacher while on probation. The cost for the ESD Evaluator Specialist shall be equally shared between the association and the district.

An employee on probation may authorize an Association representative to accompany him/her at all conferences required in this section.

E. Removal:

The employee must be removed from probation if he/she has demonstrated improvement that results in a new comprehensive summative evaluation performance rating of Level 2 or above for a continuing contract employee with five or fewer years of experience or of Level 3 or above for a continuing contract employee with more than five years of experience.

If the evaluator is satisfied that the employee should be removed from probation, the employee shall be notified in writing no later than May 15.

F. Failure to Improve:

1. The term "Unsatisfactory" shall mean:

Provisional Teachers and Teachers with five (5) years or less teaching experience in the State of Washington:

- 1.1.1. Receiving a summative score of Level one (1) is not considered satisfactory performance.

Continuing Contract Teachers with more than five (5) years teaching experience in the State of Washington.

- 1.1.1.1 Receiving a summative score of Unsatisfactory Level one (1) is not considered satisfactory performance.
- 1.1.1.2. Receiving a summative score of Basic Level two (2), for two years in a row or two years within a consecutive three-year period, is not considered satisfactory performance.

If the probationary employee has not demonstrated satisfactory improvement in the area(s) of deficiency, the employee shall be notified in writing on or before May 15th of the lack of improvement along with specific documentation. Lack of necessary improvement constitutes grounds for finding probable cause for non-renewal pursuant to RCW 28A.405.210 or RCW 28A.405.300.

Immediately following the completion of a probationary period that does not produce the required comprehensive summative evaluation performance ratings specified under section 4.E. above, the employee may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary 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.

- G. Procedural Errors: 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 materially affects the effectiveness of the plan or the ability to evaluate the probationer's performance.

ARTICLE IV – A. - EVALUATION AND PROBATION (Non-Classroom Certificated Employees)

Section 1: General

- A. Employees shall be evaluated each year in accordance with the procedures and criteria set forth in this policy. The term "evaluation" shall mean a summary of the results of observations as well as any other documented information including patterns gleaned from testing that have been shared with the employee. Such evaluation shall take into consideration the limitations imposed upon the teacher by equipment, materials, facilities, class size or total class load. Assignment(s) outside of the employee's experience or areas of competence shall be taken into consideration with regard to the Knowledge of Subject Matter Criterion. As used herein, areas of competence shall mean grade level and areas of undergraduate or graduate major or minor. As used herein, employee's experience shall mean at least one year or assignment in specific content area.
- B. Eavesdropping Bar: Unless specifically agreed to in writing by the employee, the use of electronic observations, including speaker systems, is prohibited.

- C. Signatures: The written observation report(s) and the written evaluation report(s) must be signed and dated by the observer and the evaluator respectively. Such reports are also to be signed and dated by the employee, provided that the employee's signature shall indicate only that he/she has received a copy of the observation and/or evaluation, not that he/she necessarily agrees with its content.
- D. Copy and Response: A copy of each observation shall be given to the observed employee within five days of the observation. A copy of each evaluation shall be given to the employee at the time of the evaluation conference. Employees may submit written comments concerning the report which shall be attached to the report in the employee's file.
- E. Observations: Evaluators shall have personally conducted at least one of the observations upon which each evaluation is based. Observations shall be of no less than thirty (30) consecutive minutes.
- F. Surprise Bar: Any item on the evaluation report that is evaluated as "Unsatisfactory" must have been preceded with at least one written observation report denoting unsatisfactory performance.
- G. Restricted Use: Use of the evaluation process to harass or intimidate an employee is strictly prohibited.
- H. Student Testing Bar: Student test scores from national or state standardized tests shall not be used as a separate evaluative criterion for any employee.

Section 2: Responsibility

Within each school the principal and/or designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to more than one school shall be evaluated by the principal of each school. The administrative organization plan of the School District shall be used to determine lines of responsibility for evaluation for any employee who is not regularly assigned to any school.

Section 3: Definition of Terms

- A. Observation:
 1. Formal observation is the collection of data in a classroom setting for at least thirty (30) minutes.
 2. Drop-in observation is the collection of data in a classroom setting for a time period of less than thirty (30) minutes.
 3. General school observation is the spontaneous observation of employee performance of assigned duties and responsibilities in the instructional area.
- B. Observation Report is the written response of the collected data, including judgments and recommendations as derived from a single observation or a series of observations.
- C. Evaluation Report (Regular) is the evaluation report, Appendix F, required by statute for provisional employees, for probation or the annual evaluation. The evaluation is derived from and includes all previous observation reports during the school year.

- D. Evaluation Report (Short Form) is the evaluation report, Appendix G, allowed by RCW 28A.405.100.5 to be used for professional growth and improved instruction through employee goal setting.
- E. Evaluator shall mean the building principal of the employee being evaluated, provided that assistant principals may serve under the direction of the building principal as evaluator, and further provided that in the event the employee being evaluated does not work under the direct supervision of a building principal such certificated administrator employee of the District as the Superintendent shall designate may serve as an evaluator, so long as such administrator is made known to the employee as his/her evaluator within ten (10) working days of the beginning of the school year and so long as such administrator otherwise meets the requirements for evaluators set out in law and this Agreement.
- F. Provisional Employee shall mean an employee as defined in RCW 28A.405.220.
- G. Non-Provisional Employee shall mean an employee as defined in RCW 28A.405.210.

Section 4: Observation Procedures

- A. Each employee shall be observed in the performance of their duties and responsibilities at least twice each year. Additional observations are at the decision of the evaluator.
- B. At least one of the required minimum of two observations but no less than one-third of the total observations shall be a formal observation within the employee's area of competence or experience as defined in Section 1.A. Total cumulative observations per employee per school year shall not be less than sixty (60) minutes.
- C. The employees shall be informed in advance of at least one formal observation, for which the employee may submit a written list of goals and objectives.
- D. Within five working days following each observation the supervisor shall meet with the employee and shall have prepared an Observation Report. The employee shall be provided with a copy of the Observation Report and shall have an opportunity to discuss the Observation Report with the supervisor. The employee shall sign the District's copy of the observation Report to indicate that she/he has received a copy. The signature of the employee does not, however, necessarily imply employee agreement with the contents.

Section 5: Short Form Procedures

- A. After an employee has four (4) years of satisfactory evaluation on all criterion in the district, the employee is eligible for evaluation using the short form, which minimally includes a thirty (30) minute observation during the school year with a written summary. The use of the short form format may be used upon agreement of both the principal or supervisor and the employee.
- B. At least once every three (3) years, a regular evaluation shall be conducted.
- C. In no instance may the short form as described above be used as a basis for determining that an employee's work is unsatisfactory or serve as the basis for determining that there is probable cause for non-renewal.

Section 6. Evaluation

- A. Evaluation Criteria: All employees shall be evaluated in accordance with the criteria set forth in Appendix E.
- B. Required Evaluations:
1. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment.
 2. All employees, including new employees, shall be evaluated annually, such evaluations to be completed no later than May 15 of the year in which the evaluation takes place.
 3. If an employee is transferred to another position not under the supervisor's jurisdiction, an evaluation shall be made at the time of such transfer.
 4. If the supervisor contemplates recommending that an employee be placed on probation, an evaluation shall be made on or before January 15.
 5. An evaluation report shall be prepared after a minimum of two observations.
- C. In addition to the required evaluations, principals and/or designee may make additional evaluations at any time during the school year provided they are based on additional observations.
- D. Evaluation Procedures (Short Form)
1. The purpose of the Short Form shall be to promote professional growth for employees in order to improve instruction. The Short Form procedure shall be voluntary to employees who have completed four satisfactory Regular evaluations in the District. The Short Form process will encourage professional growth through goal setting and will involve the employee and the administrator in cooperative discussions and planning, and will encourage collegial interaction for the accomplishment of goals.
 2. Building and District goals will provide the framework for individual employee goal setting.
 3. During September and October, employees in the Short Form procedure will develop their annual goals and meet with their supervisors. Employees will choose three to four goals from the following categories:
 - * Employee goals: These are directly related to the teaching act and are usually the most long lasting.
 - * Student goals: Goals in this category relate to desired student outcomes.
 - * Program goals: These goals relate to curriculum development and committee involvement.
 - * Personal and professional goals: These goals should be consistent with building and district goals and be designed to promote an employee's professional growth and improved instruction.

During this meeting the supervisor shall act as an advisor in order to clarify and refine the goals. He/she shall assist the employee in developing resources, data collection method and ways to evaluate.

4. During January and February, a second meeting will occur in order to discuss collaboratively the progress on goal attainment and to refine and update any need for resources, data collection and ways to evaluate. During this meeting the supervisor may choose to discontinue the Short Form process if, in the supervisor's opinion, the quality of the employee's work is unsatisfactory. The employee shall be notified by the supervisor in writing prior to January 15th should discontinuance occur.
5. In April and May, a final meeting will be held to analyze data and to evaluate the success of the goals. At this meeting a report on yearly goal investigation shall be compiled collaboratively to submit to the employee's personnel file (See Appendix G). The supervisor and the employee will sign and date the document. A copy of the evaluation shall be given to the employee.

E. Evaluation Procedures (Regular)

1. Following the completion of each evaluation report required under Section 6.B and 6.C above, a meeting shall be held between the evaluator and the employee to discuss the report.
2. 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 employees does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
3. Each evaluation report required under Section 6.B and 6.C above shall be promptly forwarded to the District's personnel office for filing in the employees personnel file.
4. In the event that any evaluation report indicates that the employee has performance deficiencies in one or more areas defined in 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 areas. In connection with the development of such a plan consideration should be given to utilizing the services available and resource persons (e.g. coordinator, department head, psychologist, fellow teacher) to observe the employee's performance and make recommendations for improvement. If the supervisor and employee are unable to agree upon a mutually acceptable plan, the supervisor may prepare and deliver such a plan to the employee.
5. In the event any evaluation report contains a "Needs Improvement" evaluation it shall contain a written description of area(s) needing improvement and suggestions of actions for improvement.

Section 7: Supervisor's Report

- A. In the event that the evaluator determines on the basis of the evaluation criteria that the performance of an employee under his or her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent, and the employee, on or before January 20. The report shall include the following:
1. The evaluation report prepared pursuant to the provisions of Section 6 above;
 2. A recommended specific and reasonable program designed to assist the employee in improving his or her performance.

- B. The district shall reimburse the employee the cost of any class, course, conference or workshop that the district requires an employee to attend to improve the employee's instructional performance pursuant to A.2 above. Such requirement shall be in writing to the employee.
- C. The District shall notify the President of any employee being considered for probationary status.

Section 8: Probation

A. Establishing of Probationary Period:

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

1. Specify areas of performance deficiencies.
2. A suggested specific and reasonable program for improvement.
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his or her area of deficiency.

Section 9: Evaluation During the Probationary Period

- A. At or about the time of the delivery of a probationary letter, the evaluator shall hold a personal conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken. When appropriate, the supervisor shall authorize one additional certificated employee to aid the employee in improving his or her area of deficiency.
- B. During the probationary period the principal or other evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of Section 6.E above shall apply to the documentation of evaluation reports during the probationary period.
- C. The probationary employees may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his or her notice of probation.

Section 10: Supervisor's Post-Probation Report

1. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the employee has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or

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

Section 11: Superintendent's Post-Probation Action

Following a review of any report submitted pursuant to Section 10 above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement in the stated areas of deficiency, the Superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the Board for final action. The Superintendent shall also send a copy of said notice to the employee and the President on or before May 15 pursuant to the requirement of RCW 28A.405.210 and RCW 28A.405.220

Section 12: Representation Rights

Each employee shall have the right to request and the right to have present a representative of his or her choice at all stages of the evaluation and probation process. The employee shall inform the supervisor in advance whenever the representative will be present.

ARTICLE V. R.I.F.: LAYOFF AND RECALL

In the event of a financial emergency that requires the District to consider a Reduction in Force (RIF) affecting employees, the District shall confer with the Association at the earliest possible date and shall continue to confer throughout the process. The parties shall meet and discuss possible ways of avoiding a RIF and ways to minimize the potential impact of such action should it become necessary.

In addition, the District shall distribute and post an updated seniority endorsement list. The list shall indicate the most recent date of hire for each employee, his/her current assignment, and the bargaining unit positions for which the employee is certified. The District will contact individual certificated staff to validate the seniority/endorsement list. TEA officers will review the seniority/endorsement list with certificated staff.

If a RIF is still required, the District shall first seek voluntary reductions through resignations, leaves of absence and/or retirement and only then consider layoffs. If layoffs are required, the District shall make every effort to retain the most senior employees first, taking into consideration its need to maintain a basic academic program that meets State standards with the most qualified employees. Employees with seniority [total years experience teaching in public schools] shall be laid-off only as a last resort.

The parties shall also make every reasonable effort jointly and separately to minimize the impact of layoff by helping to seek other employment for RIFed employees and by hiring laid-off employees as soon as openings become available for which they qualify. TEA will be consulted during the rehire process. Teachers will be on the rehire list for two years.

ARTICLE VI. INSTRUCTION

Section 1: Academic Freedom

Academic freedom shall be guaranteed to employees. No special limitation shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning human society, the physical and biological world and other branches of learning subject to the following:

- A. Instructional materials shall be pertinent to the prescribed subject matter, grade level, and within the employee's area of professional competence.
- B. Materials dealing with controversial issues shall represent more than one viewpoint and shall be presented in a scholarly and objective manner.
- C. Notification shall be made to the building principal and approval received before an employee uses instructional materials or techniques which might reasonably be anticipated to be controversial.
- D. An appeal may be made to the Superintendent and/or the Board if the employee and the Instructional Materials Committee feel approval has been unnecessarily withheld.
- E. The use of instructional materials and the challenge to the use of instructional materials shall be in accordance with the district approved regulatory procedures of the Instructional Materials Committee. A challenge will be responded to only when presented according to the procedure stated in those regulations.
- F. No audio or video recorders or listening devices shall be installed in any classroom or brought in on a temporary basis except by permission of the employee.
- G. All visitors to a school and/or classroom shall obtain the approval of the principal. If the visit is to a classroom, the principal will confer with the employee and determine an appropriate time.

Section 2: Preparation Time

- A. Planning and Preparation Periods:
 - 1. Planning and preparation periods shall be provided for activities that support teaching and learning to all certificated employees as follows:
 - a. Teachers in Grades K-5 At least 45 minutes a day.
 - b. Teachers in Grades 6-12 At least one teaching period a day.
 - c. Specialists shall have preparation time comparable to other certificated staff and shall be scheduled with their direct supervisor.
 - 2. Planning and preparation periods shall be provided to all part time certificated employees on a prorated basis.
 - 3. The use of planning time shall be for professional purposes.
 - 4. Teaching other classes due to employee absence or emergency during ones' preparation period is to be arranged by an administrator. The administrator shall not request an employee to forfeit preparation time for this purpose more than twice

during a semester. If a teacher is assigned more than two (2) preparation periods in a semester then the teacher will be compensated at a rate of \$35.00 per hour for the actual preparation time forfeited to cover teaching duties for an absent teacher. These additional assignments will only be requested on an emergency basis as determined by the building administrator. Any extra time accumulated under this provision will be paid in the month following the assignment. This compensation will be for planning time that will be done outside of the school day.

5. The 30 minutes before students arrive and the 30 minutes after students depart is not to be computed as a part of the planning time defined above.

Section 3: Teacher Aides

- A. The K-8 program will be assigned three classified employees of at least six (6) payroll hours per day. The assignment of these classified employees shall be:
 1. one to grades Pre K-5
 2. one to grades 6-8
 3. one to the ES library
- B. These positions shall be in addition to those positions assigned to Chapter 1, Migrant, Special Education, Remediation, or other categorically funded programs.

Section 4: Auxiliary Personnel

- A. Auxiliary personnel are defined as classified personnel in instructional or clerical aide positions assigned to a classroom, library/learning resource center, or counseling center.
- B. The probable employee to which the auxiliary personnel will be assigned shall have the opportunity to be involved in the selection of new employees.
- C. The employee(s) to which the auxiliary personnel is assigned shall have the opportunity for input into the evaluation of the person so assigned. In the event that the auxiliary personnel assigned to a position receives two consecutive unsatisfactory annual evaluations, the assigned auxiliary personnel shall be removed from the position.
- D. Newly employed aides shall receive inservice instruction by the District prior to assignment. Such inservice shall detail the duties and responsibilities of an aide position.

Section 5: Class Size

- A. Classroom teachers at grades K-3 shall not be assigned classes of over 25 students.
Classroom teachers at grades 4-5 shall not be assigned classes of over 29 students.
Classroom teachers at grades 6-12 shall not be assigned classes of over 32 students in a single assigned class. Music and PE are exempt, with respect to safety and liability.
- B. If the number of students exceeds the above stated maximum for fifteen consecutive school days, the District shall assign that employee one of the following two (2) remedies:
 1. Twenty (20) minutes per day of aide time for each student assigned above the maximum, or

2. Overage pay at the following rate:

K-5	\$11.00 per student per day
6-12	\$2.50 per student per period

Overage payment shall continue until such time as the number of students assigned is below the maximum for fifteen (15) consecutive school days.

C. Special Education

1. Release Time: Special education classroom teachers, including pre-school, who serve students on a daily basis and write IEP's, will be provided one (1) day per year of release time. Such release time may be used in two (2) half days or one (1) full day to either write IEP's or hold several IEP meetings. This time will be worked within the school setting. Special education employees will coordinate this release time with their Principal or the Director of Special Education prior to its use.

2. Per Diem Days: Special education employees who write IEPs and daily serve students shall receive two (2) per diem days, paid on a time sheet, each year for the purpose of writing IEP's. This will not apply to teachers who have over two (2) hours per week built in to their schedule (over and above their prep period) to write IEP's.

D. In the event the District's general fund M and O levy fails for a collective year, then all class size provisions stated above shall not be in force for the years impacted by this levy loss.

E. PHILOSOPHY: The District and Association realize that both size of classes and quality of instruction are important factors in efficient student learning. The parties recognize that class size (smaller or larger) can have an effect upon the educational process, but that a rigid numerical limitation on class size with the District may restrict needed flexibility, and that class size must reflect the individual school needs and unique problems.

Section 6: Student Discipline

A. A student may be removed immediately from a class, subject, or activity by an employee when the employee has good and sufficient reason to believe that the student's presence poses an immediate and continuing danger to the student, other students, or school personnel or an immediate and continuing threat of substantial disruption to the class, subject, activity, or educational process.

B. Such student shall be referred to the building principal or his/her designee. The referral shall include a description of the situation which prompted the decision to remove the student as well as previous attempts by the employee to correct the student's actions.

C. The building principal or his/her designee shall meet with the student as soon as reasonably possible following the student's removal. The building principal or his/her designee shall take action within the framework of district policies/procedures and building policies/procedures. The employee who initiated the removal shall be informed to such action.

D. In the event the principal or his/her designee imposes a short term or long term suspension from a class or subject as an action, the building principal or his/her designee shall specify in writing to the employee who initiated the referral, the future conduct expectations of the student.

- E. In the event the principal or his/her designee decides to transfer a student from one class or subject to another as a disciplinary measure, he/she shall meet with each employee who would be involved in such a change prior to enacting such a change.
- F. When a student is absent for disciplinary reasons, employees affected shall be notified.
- G. At the beginning of each school year each building principal or designee will review changes in policies and procedures on student discipline with employees.

Section 7: Non-Instructional Duties

- A. The Board recognizes that the following nonprofessional duties including, but not limited to, supervision of cafeteria, bus loading or unloading, supervision of playgrounds, chaperoning students at athletic or social events, inventorying (other than one's classroom), duplicating materials, and other clerical and/or custodial functions, detract from an educator's teaching and preparation time and shall work in cooperation with the staff and parent or service organization to develop a program to relieve teachers of these duties. The Board may request volunteers for such duties.

Section 8: Mentor Teacher Program

- A. The District and the Association agree to have a Mentor program for new and beginning teachers. The District may choose to use ESD assistance to provide a mentor program.
- B. Mentor Stipends
 Mentoring a first year teacher - \$800.00
 Mentoring a second year teacher - \$500.00
 Mentoring a third-year teacher (optional) - \$300.00
 Mentoring a teacher new to the district (optional) - \$300.00
- C. Teachers wishing to apply to be a mentor teacher must have at least **five (5)** years teaching experience, be a full-time employee, have satisfactory **or proficient** evaluations for the **five (5)** previous years and teach in the same subject or grade level. Building principals will assign mentors to the new teachers.

ARTICLE VII. LEAVES

Section 1: General Leave Provisions

Employee shall be granted leaves pursuant to the following conditions:

- A. Leave shall be without pay unless stated otherwise. If leaves are to include expenses to be paid by the district, that also will be specifically stated.
- B. All leaves granted under these provisions will be in units of full days or half days.
- C. At the end of leaves of less than the duration of the school year, an employee shall be entitled to return to his/her original assignment, if the position exists.
- D. Fringe benefits shall continue to be paid by the district for persons on paid leaves of less than the duration of the entire school year.
- E. Reasonable advance notice is required for all leaves unless otherwise specified.

- F. The Superintendent, with approval of the Board, shall have the flexibility in unusual or exceptional circumstances to add to the persons covered or to the number of days allowed for the leaves.
- G. Part time employees shall be entitled to leave benefits provided that the length of leaves shall be prorated according to the ratio of days and/or hours worked to the number of days and/or hours worked by a full-time employee in the same or similar role.
- H. All leaves shall be non-accumulative unless otherwise stated.

Section 2: Illness, Injury and Emergency Leave

- A. The District shall grant each full-time employee twelve (12) leave days annually to be used for the illness, injury or disability of the employee or his/her immediate family (per RCW 49.78.020). Such leave shall accumulate from year to year, up to the maximum amount allowed by law. Employees who work less than full-time will be prorated on the basis of one day sick leave per month employed. The District may require a signed statement from a physician for illness, injury, or disability absence in excess of five (5) consecutive days. If said leave benefits are exhausted, salary deductions shall be made for each day's absence in the amount of actual salary prorated on a daily basis.
- B. When an employee is rehired by the District, he/she will be credited with illness, injury and disability leave accumulated in the District prior to his/her original termination.
- C. Annual Illness, Injury and Disability Leave Buy-Back Option
 - 1. Employees may cash in unused illness, injury and disability leave days above an accumulation of sixty (60) days at a ratio of one full day's monetary compensation for four (4) accumulated illness, injury leave days. At the employee's option, they can cash-out their unused illness, injury and disability leave days in January of the school year following any year in which a minimum of sixty (60) days of illness, injury, and disability leave is accrued and each January thereafter, at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued illness, injury and disability leave. (RCW 28A.400.210)

*For the purposes of this provision, retirement shall be defined as when an employee is eligible to receive benefits under Washington State Teachers' Retirement System.

- 2. At the time of separation from school district employment, an eligible employee or the employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation for each for (4) days accrued leave for illness or injury. Maximum accumulation for such remuneration under this formula shall be one hundred and eighty (180) days.

An eligible employee means:

- A. Employees who separate from employment due to retirement or death;
- B. Employees who separate from employment and who are at least age fifty-five (55) and have at least ten (10) years of service in TRS 3; or
- C. Employees who separate from employment and who are at least age fifty-five (55) and have at least fifteen (15) years of service in TRS 2.

D. Sick Leave Incentive

1. Employees who utilize four (4) days or less of sick leave (illness, injury, emergency or family leave) in the work year will be given an incentive bonus of four hundred dollars (\$400) to be paid in August.
2. Employees who utilize eight (8) days or less of sick leave (illness, injury, emergency or family leave) in the work year will be given an incentive bonus of two hundred dollars (\$200) to be paid in August.
3. Employees may access this incentive only for the 12 days earned in the year in which the incentive is claimed. Buying back days or sharing leave more than four (4) days will disqualify the employee from claiming this incentive.
4. This section will sunset at the end of this agreement. For the purpose of comparison, the baseline from which this ten percent reduction will be measured will be the 2018-19 school year.

Section 3: Pregnancy Disability and Parental Leave

- A. Employees may request up to twelve (12) weeks of parental leave to run concurrently with FMLA.

Parental leave will be granted by the District upon receiving written notice prior to the commencement of said leave. The written notice for maternity, bonding, or adoption leave shall include a statement as to the expected date of return to employment. The employee shall inform the District of the specific day when they will return to work. The employee shall take such leave within twelve (12) months after childbirth, adoption, or placement of a foster child. An employee requesting this leave may request and utilize accumulated sick leave, request shared leave, Washington State Paid Family & Medical Leave and/or may request that the leave be without pay for all or some of the duration of her/his leave. It will be the sole choice of the employee as to the order such leave(s) will be utilized. The employee and her doctor will determine when the beginning and end of the leave will occur.

In the event sick leave is exhausted, or will shortly be exhausted, the employee may request leave sharing. If all leave options are exhausted, the employee shall be granted a leave of absence without pay.

An employee returning from the leave provisions contained herein shall be assigned to their previous position, or when not possible, to an equivalent position with the same employment benefits, pay, and other terms and conditions of employment as held prior to the leave.

- B. Employees shall be allowed up to one (1) year of unpaid leave for the purpose of child rearing a natural or adopted child. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.
- C. Nothing in this policy shall preclude an employee's right to apply for any other applicable leave.

Section 4: Adoption Leave

Adoption leave with pay shall be granted upon prior application to the District to a parent in order to complete the adoption process, providing such leave does not exceed five (5) days in any given year. Such leave may be used for court legal procedures, home study and evaluation, and required home visitations by the adoption agency not possible to schedule outside the regular working day.

Section 5: Bereavement Leave

One to five days of paid bereavement leave per occasion shall be granted for the death of a relative. If the relative is a spouse or child of the employee, the leave shall be extended from one to seven working days.

One (1) day of leave with pay shall be granted in all other cases of bereavement.

Section 6: Personal Leave

- A. Employees are each entitled to three (3) paid days of personal/emergency leave per year provided that an adequate substitute can be found for the requested dates. The employee must give notice for such leave to the principal or supervisor three (3) days in advance of taking said leave. In situations when advance notification cannot be given, the principal or supervisor shall be notified as soon as possible.
- B. Personal leave days shall not be used to extend (before or after) summer vacations. Personal leave days may be used to extend (before or after) winter break, spring break or holidays with Superintendent approval upon recommendation from the supervisor/principal.
- C. Employees may carry over two (2) days with pay to the next year. An employee may not accumulate more than five (5) days in any given year. An employee shall take no more than five personal days per year employee may choose to cash-out up to three unused personal leave days at their per diem rate in June.
- D. In June of each year, any remaining paid personal leave days above two (2) shall be automatically cashed out at the employee's per diem rate.

Section 7: Paternity Leave

Employees shall be allowed two (2) days leave with pay and an extension without pay for the birth or adoption of a child. The length of the extension is to be mutually decided upon by the principal and the employee.

Section 8: Jury Duty and Subpoena Leave

Leave of absence with pay shall be granted for jury duty and when an employee is subpoenaed to appear in a court of law. The employee shall notify the building principal immediately upon receiving notification of jury duty or subpoena. Any payment that the employee may receive from the court will be retained by the employee. This section does not apply when the employee is a plaintiff against the District. The employee must use leave without pay in such circumstances.

Section 9: Association Business Leave

A total of fifteen (15) days leave will be granted for the purposes of Association business. The Association agrees to pay the full substitute cost so that there is no expense to the District.

Section 10: Year's Leave of Absence

- A. A year long leave of absence without pay may be granted an employee by the Board upon recommendation of the Superintendent.
- B. The District shall reemploy the employee upon receipt of a written request submitted by said employee no later than March 15. The District shall make every effort to reassign the employee to a position commensurate with his/her training and experience.
- C. An employee shall experience no loss of credit on the salary schedule and accrued leave during the term of this leave provision. The employee may, however, be moved on the salary schedule if his/her educational qualifications change during the year's leave.
- D. All requests for leave of absence will be transmitted to the Board and accompanied by a recommendation from the Superintendent.

Section 11: Military Leave

Should an employee be required to be absent from assigned duties and responsibilities for the purpose of attending any exercises, functions, etc. related to the U.S. military, such person shall be entitled to and shall be granted military leave of absence from such employment for a period not exceeding fifteen days during each calendar year. During the period of military leave, the employee shall receive from the Tonasket School District his/her normal pay. If called to active duty, the employee's status will be considered the same as under the provisions as Leave of Absence (Section 10).

Section 12: Sick Leave Sharing

- 1. Consistent with the provisions and requirements of state and federal statutes and this contract, employees may share accumulated annual leave or sick leave with another employee who:
 - a. Suffers from, or has a household member or relative who suffers from an extraordinary or severe illness, injury or impairment, or physical or mental condition; is a victim of domestic violence, sexual assault, or stalking; needs time for parental leave; is sick or temporarily disabled because of a pregnancy; or has been called to service in the uniformed services.
 - b. Has a condition or circumstance which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to:
 - i. Apply for leave without pay, or;
 - ii. Terminate employment:
 - 1) Has depleted or will shortly deplete all applicable leave reserves. A staff member who is sick or temporarily disabled because of pregnancy or using parental leave does not have to deplete all annual and sick leave reserves; he or she can maintain up to forty (40) hours of sick leave in reserve.
 - 2) Has abided by District rules regarding use of leave.
 - 3) The staff member has diligently pursued and been found to be ineligible to receive industrial insurance benefits.
- 2. A staff member who does not accrue annual leave but who has an accrued sick leave balance of more than twenty-two (22) days may request that the Superintendent transfer a

specified amount of sick leave to another staff member authorized to receive such leave, as described above.

3. A staff member may request to transfer no more than six (6) days of sick leave during any twelve (12) month period and may not request a transfer that would result in an accrued sick leave balance of fewer than twenty-two (22) days.
4. A staff member who receives personal leave may request that the superintendent transfer a specified amount of personal leave to another person authorized to receive shared leave. A staff member may request to transfer no more than the accumulated amount of personal leave available.
5. In the event the employee receiving donated leave does not use all leave donated, the unused donated leave in such employee's leave account shall be returned to donors, prorated, within sixty (60) days after the recipient's use of accumulated leave ceases.
6. Contributions of sick leave shall be on a voluntary basis. The names of donors, non-donors and recipients shall be kept confidential.
7. This provision shall be in conformity with rules and regulations as prescribed by RCW 41.04.650, 41.04.655, and 41.04.665.
8. Sick leave may be shared across bargaining units, as is the current practice. The donation of sick leave is based on the donating employee's value of a sick day. Any unused sick leave will revert back to the donating employee.

Section 13. Washington State Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours with the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. The District shall pay as defined in RCW and the employee will be responsible for the remaining amount to fund this leave. The District shall use the state insurance as the carrier for PFML to ensure ongoing compliance with the law. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

PFML benefits shall include up to twelve (12) weeks of paid leave per year to care for self or family and may be extended under certain circumstances defined below. Weekends, holidays and school breaks that fall within an employee's PFML leave do not count toward the employee's PFML entitlement.

PFML may be used as follows:

- A. Family Leave:
 1. To care and bond after a baby's birth or the adoption or foster placement of a child younger than eighteen (18) years, to be used at any time within the twelve (12) months following the birth or placement.
 2. To care for a family member (child, grandchild, grandparent, parent, parent-in-law, sibling, spouse, and state-registered domestic partner) experiencing an illness or medical event.
 3. Certain military-connected events
- B. Medical Leave to care for self in relation to an illness or medical event, including pregnancy disability.
- C. Under the following circumstances, benefits may be extended as follows:
 1. Total of up to 14 weeks for a medical leave involving a serious health condition during pregnancy that results in incapacity
 2. Total of up to 16 weeks for combined medical and family leave
 3. Total of up to 18 weeks for combined medical and family leave involving a serious health condition during pregnancy that results in incapacity

- D. Employees are responsible to file claims with the Employment Security Department (ESD) and payments will come from ESD.
- E. Employees may use accumulated sick leave to supplement PFML benefits up to an amount that results in no loss of compensation to the employee.

ARTICLE VIII. TIME AND MONEY

Section 1: Salary

A. Employee Salary Schedule shall be attached as Appendix A. The salary schedule will be increased by the following amounts:

2022-23: See Appendix A

2023-24: Inflationary adjustment + 2.0%

2024-25: Inflationary adjustment + .5%

1. All employees shall be placed on the Tonasket School District Employee Salary Schedule in accordance with years of experience educational degrees, credits, or clock hours as verified by transcript or other documentation.
2. All employees shall have on file in the District Office a valid Washington State teaching certificate and/or endorsement(s), a complete set of official transcripts, and a valid health certificate as may be required by law. All certificates and endorsement(s), or suitable proof or qualification therefore, shall be presented to the Superintendent prior to, but no later than the commencement of the school year.
3. Each employee shall be placed in the appropriate column for education and experience credit as documented with the District.

B. Increment steps for experience and advanced education shall be granted September 1, of each year.

C. Pay warrants shall be issued to the employee on the last banking day of the month.

D. Advancement on the salary schedule shall be determined by credit and/or clock hours used for certification, renewal, endorsement, or District initiatives.

E. Errors in Computation:

1. In the event of a mistake in payment resulting in underpayment, corrections shall be made on or before the next payday.
2. In the event of a mistake in payment resulting in overpayment, at least one (1) pay period must be paid at the employee's full correct rate before repayment deductions can be taken from the employee's check. Cumulative errors shall be corrected at the rate they accumulated or at an equal monthly rate for the remaining months of the contract, or as may be agreed between the employee and the District.
3. The District and the Association shall hold each other harmless on any claim after two (2) years from the instance of said error.

F. Placement on the salary schedule is for the full contract year. After September 30th of each year, no changes in classification will be made until the following contract year. Notification of educational credits earned shall be by official transcript only.

Section 2: Individual Contracts

- A. Employee personal service contracts shall be issued after April 15th and before June 1st following Board action to approve employment for the following school year.

Employees shall be provided one copy for retention upon issuance and an additional copy following recording.
- B. Should negotiations following issuance result in change(s) in the employee's personal service contract, a new set of personal service contracts shall be issued within two weeks following ratification of negotiations.
- C. The Tonasket School District Salary Schedule contains Professional Responsibility Time formerly paid on supplemental contract for after school and evening activities include but not limited to: chaperones, dances, open houses, parent-teacher conferences, staff meetings, Grandparents Day, Showcase for Learning, kindergarten information night, field trips, and academic discipline nights, and other work completed outside the normal school day.

Section 3: Release from Contract

An employee under contract shall be released from the obligation of the contract under the following conditions:

1. A letter of resignation is received in the District Office on or before June 15th.
2. If the employee, prior to June 15th, submits in writing to the district a notice of intention to resign, then the employee will be given special consideration for release until August 1.
3. Release at any other time other than the above shall be at discretion of the Board.
4. Early notification (by February 1st) of the intent to retire or separate from service will result in a stipend equivalent to one day's pay.

Section 4: Acceptance of Credit

Any credits/clock hours or in-service credits allowed for certification, endorsement or District initiative shall be allowed for advancement upon the Tonasket salary schedule.

Section 5: Employee Work Year

- A. The base employee work year shall be 180 days.
- B. Mandatory District Directed Supplemental Per Diem Days: The District shall grant a supplemental contract to each employee for five (5) additional days, which shall be paid at each employee's per diem rate of pay (annual salary/180 x 5).
 1. One preparation day(s) preparing for the school year to be worked in August any time prior to the first day of school.
 2. One additional supplemental day that must be worked in minimum of one-half (1/2) day blocks at any time during the school year on any non-student day.
 3. The mandatory third (3rd) day will be the day before the first student school day, which will be all staff day,
 4. The mandatory fourth (4th) day will be a building administration directed day during the week before the start of school. The building administrator directed day shall be made known as early as possible. If it is not announced prior to the end of the last day

of the previous school year, then it will be considered the day before the all staff day. The day shall be in the two (2) weeks before school starts.

5. The mandatory fifth (5th) day will be District directed and used either at the building level or to provide state designated in-service programs. If designated as building directed day, the principal will work with staff develop a schedule for this time to be approved by the Superintendent. It will be a calendared day.
 6. Should the State discontinue funding for any of the three state-funded professional development days, the days in this section will be reduced. The specific days to be reduced will be subject to negotiation with the Association.
- C. In the event the District's general fund M and O levy fails for a collective year, then two (2) supplemental days will be removed from this agreement. The above days will be reinstated in the first year of full collection. One of the two supplemental days will be the all staff day.
- D. Calendar: The employee work year calendar shall be negotiated by the parties. Make up days for emergency closures shall be a priority.
- E. Employees who have been asked to change classrooms will be provided with two (2) supplemental contract days in which to make the move. This is not to include the entire building staff moving to a new or remodeled facility.

Section 6: Length of Employee Work Day

- A. The employee work day shall be 7 hours and 45 minutes including a continuous thirty-minute duty free lunch period. The late arrival or early departure of any employee will be by consent of the building principal.
- B. 30/30 rule: Employees are required to be at their respective schools for the benefit of pupils and patrons at least 30 minutes before the opening of school in the morning and at least 30 minutes after closing of school in the afternoon. Teachers will be available for students, parents and colleagues during this time. Teachers and administration will use professional judgment and work cooperatively to facilitate the needs of students during this time.
- C. Flex Time

Employees who are required to attend a staff meeting, PLC meeting, CST meeting IEP meeting, etc., are allowed to flex time when meetings go over the contracted day under the following conditions:

1. Flex time shall be used during the 30/30 time to come late or leave early.
2. The immediate supervisor approves the flex time prior to its use.
3. Flex time shall not be used to miss staff, CST, IEP or similar meetings without supervisor approval.

Section 7: Supplemental Contracts

- A. The district may issue supplemental contracts pursuant to Appendix B and C. Such supplemental contracts shall be one year in length and issued at the discretion of the district.
- B. Any employee may resign from a supplemental assignment by submitting a written resignation on or before June 15th. Resignation from supplemental contracts shall in no way adversely affect the employee's standing or status in the District.

- C. Designation of the days of work comprising the supplemental contract paid days shall be at the discretion of the building principal in charge of the program provided:
 - 1. The designated days for a contract period shall be continuous weekdays to the school year unless mutually agreeable alternate dates are designated by the supplemental contract employee and the building principal.
 - 2. The Supplemental Contract shall identify the specific dates of work responsibility.

Section 8: Curriculum Development Compensation

- A. Employees who participate in District approved curriculum projects on non contract days, shall be compensated according to Appendix A.
- B. Employees shall not be required to accept the district's invitation to participate on a non contract day and no adverse action may be taken as a result.

Section 9: Health Benefits

The District shall provide qualified employees with insurance benefits that align with the rules and regulations set by the SEBB (School Employee Benefits Board).

- A. Availability:
 - 1. Qualified employees who work or will work a minimum of 630 hours during the year.
 - 2. Open enrollment begins on October 1 and through November 15 per SEBB
 - 3. Employees are responsible for enrolling online or with forms provided by SEBB.
- B. Benefits
 - 1. Qualified Employees will be provided SEBB benefits that include medical, dental, vision, basic life/accidental insurance and long-term disability insurance. The Health Care Authority carve-out is absorbed into these benefits.
 - 2. Employees may select a carrier approved by SEBB
- C. Premiums
 - 1. The district shall pay their portion of the employee premium as established by SEBB.
 - 2. Employees will be responsible for their portion of the premium.
 - 3. Any additional premium surcharges will be paid by the employee

Section 10: Employee Protection

- A. The District shall provide such insurance for the protection of employees as is required by RCW 28A.400.370 and upon annual renewal will provide employees with a written summary of the insurance coverage they have under the provisions of District insurance policies. The District shall notify the President of any changes in insurance coverage.
- B. The Board will defend employees in any lawsuit brought against the employee as a result of any activity covered by liability insurance, provided that the employee was acting within the scope of his/her employment.

Section 11: Assault on Employees

Staff and administration will follow district policy.

- A. Whenever an employee is absent from work as a direct result of injuries received in an assault upon the employee by a non-employee of the district, the employee will be paid full salary for the period of absence, less any amount of Workman's Compensation paid; provided, such an assault is the direct result of the employee carrying out his/her assigned duties and responsibilities.
- B. Up to ten (10) days per incident of such an absence will not be charged to annual accumulated sick leave.

Section 12: Employee Loss, Theft and Damage Protection

1. Items in the buildings are registered with the building principal including description and value, and the building principal approves of their protection by the district.
2. Automobile damage occurs on school ground while the teacher is acting within the scope of employment. Within the scope of employment includes all after school and weekend sports and school functions and all after school and weekend independent or voluntary provided the employee is on the school grounds.
3. Such claims are in excess of personal property protection provided by the employee's personal insurance.
4. The employee has taken reasonable and prudent care and actions to protect against loss, theft, and vandalism.

Section 13: National Board Support

The District shall provide a one-time benefit of three (3) substitute days to prepare for the National Board or Pro-Cert. These days can be used at any point in the process, but shall not be more than three (3) days over the three years.

Candidacy Period: National Board and Pro-Cert Candidates who are completing the required components (up to a 3 year period) can access up to fifteen-hundred dollars (\$1,500 one-time) for National Board or Pro-Cert expenses. Reimbursement will be allowed after the employee has completed the components. (Receipts/proof required. Reimbursement will be allowed if the employee has submitted receipts.)

This benefit will be limited to six (6) TEA employees per year. The association and the district will meet to finalize the decision.

Section 14: Longevity Stipend

Employees are eligible for a longevity stipend outlined on the schedule below. This will be paid in one lump sum in the month of December of the qualifying year of service. Service at Tonasket School District only will count toward the calculation.

17-20 years	\$300
21-24 years	\$600
25-28 years	\$900
29+ years	\$1,200

ARTICLE IX. GRIEVANCE PROCEDURE

Section 1: Definitions

- A. Grievance shall mean a written statement (see Appendix D) that a controversy, dispute or disagreement of any kind or character exists which arises out of, or in any way involves the interpretation or application of the express term or terms of this Agreement.
- B. "Days" shall mean employee employment days, except as otherwise indicated. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level.

Section 2: Procedures

- A. Within thirty (30) days following knowledge of the act or condition which is the basis of the grievance, the grievant may file a written grievance with his/her principal or immediate supervisor with a copy to the Superintendent. Grievances filed in the name of the Association and grievances involving administrator(s) above the building level may be initiated at Step 2 of the grievance procedure as set forth below. All employees shall have the right to Association representation at each step of the grievance procedure. If an aggrieved party is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.
- B. Every effort shall be made to resolve grievances or potential grievances through free and informal communications between the grievant and his/her immediate supervisor. However, if such informal process has failed to provide an acceptable adjustment of the grievance, then the grievance may be processed as described. Informal resolution of a grievance between an employee(s) and his/her immediate supervisor shall not prejudice the interpretation or application of this Agreement.
- C. Steps:
 - Step 1 -- School principal or immediate supervisor shall meet with the grievant within five (5) days upon receipt of the grievance and attempt a mutually satisfactory resolution of the grievance. If a satisfactory resolution is reached at the meeting, it shall be reduced to writing and signed by the involved parties. If no satisfactory agreement is reached, the grievant may, within five (5) days, appeal to Step 2.
 - Step 2 -- The Superintendent or his designate shall arrange for a meeting with the grievant to take place within five (5) days following receipt of the grievance appeal. If a satisfactory resolution is reached at the grievance meeting, it shall be reduced to writing and signed by all parties. Upon conclusion of the meeting, if no satisfactory agreement has been reached, the Superintendent shall have five (5) days to provide his/her written decision together with his reasons.
 - Step 3 -- If no decision is rendered at the conclusion of five (5) days, or if the grievant is not satisfied with the disposition of the grievance, he/she may, within ten (10) days, refer the grievance to the Board. Within ten (10) days of the written notice that the grievance has been referred to Step 3, the Board will meet in Executive Session to hear the grievance. The parties in interest may include such witnesses and counselors as they deem necessary. Upon conclusion of the hearing, the Board will have five (5) days to provide a written decision to the grievant along with the reasons for that decision.

Step 4 -- Binding Arbitration: If the Association is not satisfied with the decision of the grievance at Step 3 by the Board, or if no disposition has been made within the period provided above, the Association may by written notice to the Superintendent, submit the grievance to arbitration. A list of arbitrators shall be requested from the American Arbitration Association following submission of the grievance to Step 3. The arbitrator shall be selected from a list of eligible candidates by a representative of the Board and representative of the Association alternately striking names until only one name remains. The Parties shall be bound by the labor arbitration rules and procedures of the American Arbitration Association.

Either party shall honor all reasonable requests of the other party for information relevant to any grievance.

The arbitrator shall have no power or authority to rule on any issue which is not specifically before him/her.

The parties shall not present any issue to the arbitrator which has not been specifically included within the grievance as presented to the Superintendent in Step 2.

The arbitrator shall have no authority to decide any subject not specifically set forth in express terms of this Agreement nor shall he/she decide any subject not expressed or contemplated by the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties. To the extent any arbitrator's decision exceeds the limitation of his/her authority it shall be found void.

Section 3: Record of Grievances

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

Section 4: Adverse Actions

The parties agree that during the course of this Agreement there shall be no strike or other economic action by the employees and no lockout by the employer over any dispute which arises out of the interpretation or application of this Agreement.

Section 5: Expenses

The expense of the arbitration shall be borne equally by the parties to the arbitration.

Section 6: No Reprisals

No reprisals will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.

Section 7: Time Limit Extensions

Time limits provided in this procedure may be extended only by mutual written agreement of the parties. Failure on the part of the immediate supervisor, the Superintendent/Designee, or the School Board at any step of this procedure to communicate the decision on a grievance within the specific time limit shall permit the grievant or Association to lodge a timely written appeal at the next step of the procedure. Any grievance not advanced by the grievant/Association from one step to the next within the time limits of that step shall be deemed withdrawn.

Section 8: Release Time

Should the investigation or processing of any grievance require that an employee or representatives of the Association be released from his/her regular assignment, upon request of the Association, he/she shall be released without loss of pay or benefits.

Section 9: Grievance Form

The form for filing grievances is attached as Appendix B.

Section 10: Election of Remedies

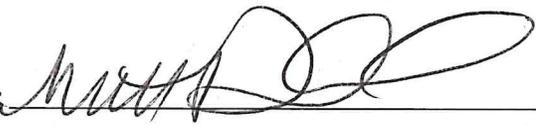
In matters involving the nonrenewal or adverse action/discharge of employees, the employees must select to challenge any such action through the grievance procedure or through the statutory process. If the employee chooses to appeal the District's action, the employee must notify the District at the earliest opportunity of the employee's elected/chosen remedy.

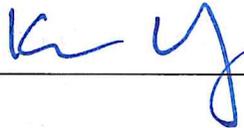
ARTICLE X. DURATION

A. This agreement will be in full effect for three (3) years beginning September 1, 2022 and extending through August 31, 2025.

B. The agreement will be reopened to address any new legislation that impacts this agreement. In addition, the agreement may be reopened for any topic by mutual agreement. Any increase in allocation from the State for Certificated Employee's salaries will be passed through to the salary schedule. This includes any inflationary adjustment as passed by the legislature.

C. During the 2023 Legislative session the legislature will review and rebase the minimum state salary allocations and school district regionalization factors as outlined in RCW 28A.150.410. If the state funded salary allocation and district regionalization/experience/education factors are increased, then the percent increase to the salary allocation and regionalization shall be applied in addition to the agreed upon increases listed in the agreement. The Association and the District shall ensure the salary schedule adheres to the minimums and maximums established by the legislature as outlined in RCW 28A.400.200.

For TEA:  Date: 8/24/2022

For Tonasket School District:  Date: 9/1/22

APPENDIX A

Tonasket Base Salary 2022-2023

Years of Service	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>MA</u>	<u>MA+45</u>	MA+90 OR Ph.D.
0	51,245	52,630	54,063	55,501	60,112	61,438	66,051	69,024
1	51,935	53,338	54,790	56,291	60,950	62,122	66,781	69,734
2	52,592	54,009	55,477	57,094	61,740	62,810	67,455	70,441
3	53,269	54,700	56,184	57,851	62,489	63,462	68,095	71,155
4	53,934	55,427	56,919	58,645	63,309	64,145	68,810	71,890
5	54,620	56,120	57,628	59,449	64,096	64,838	69,488	72,629
6	55,325	56,793	58,351	60,263	64,888	65,550	70,177	73,332
7	56,564	58,054	59,633	61,648	66,343	66,884	71,576	74,822
8	58,379	59,949	61,565	63,748	68,506	68,982	73,740	77,103
9		61,912	63,609	65,869	70,738	71,101	75,973	79,452
10			65,675	68,101	73,034	73,334	78,268	81,862
11				70,396	75,437	75,630	80,672	84,336
12				72,619	77,904	78,016	83,139	86,916
13					80,433	80,486	85,666	89,554
14					82,973	83,029	88,373	92,296
15					85,132	85,187	90,671	94,695
16 or more					86,834	86,890	92,483	96,588

2023-2024 - IPD + 2%

2024-2025 - IPD + .5%

APPENDIX A-1

Years of Service	<u>Value of 5 Supplemental Days 2022-2023</u>							MA+90 OR Ph.D.
	<u>BA</u>	<u>BA+15</u>	<u>BA+30</u>	<u>BA+45</u>	<u>BA+90</u>	<u>MA</u>	<u>MA+45</u>	
0	1,423	1,462	1,502	1,542	1,670	1,707	1,835	1,917
1	1,443	1,482	1,522	1,564	1,693	1,726	1,855	1,937
2	1,461	1,500	1,541	1,586	1,715	1,745	1,874	1,957
3	1,480	1,519	1,561	1,607	1,736	1,763	1,892	1,977
4	1,498	1,540	1,581	1,629	1,759	1,782	1,911	1,997
5	1,517	1,559	1,601	1,651	1,780	1,801	1,930	2,017
6	1,537	1,578	1,621	1,674	1,802	1,821	1,949	2,037
7	1,571	1,613	1,656	1,712	1,843	1,858	1,988	2,078
8	1,622	1,665	1,710	1,771	1,903	1,916	2,048	2,142
9		1,720	1,767	1,830	1,965	1,975	2,110	2,207
10			1,824	1,892	2,029	2,037	2,174	2,274
11				1,955	2,095	2,101	2,241	2,343
12				2,017	2,164	2,167	2,309	2,414
13					2,234	2,236	2,380	2,488
14					2,305	2,306	2,455	2,564
15					2,365	2,366	2,519	2,630
16 or more					2,412	2,414	2,569	2,683

APPENDIX A-2

TONASKET SCHOOL DISTRICT SUPPLEMENTAL SALARY SCHEDULE

A. Should the District decide to issue a supplemental contract for days of employment beyond the 180 day base year the following shall be the supplemental contract lengths:

Business Ed/FBLA	18 Days
District Assessment Coordinator	5 Days
Vocational Agriculture	48 Days
Home and Family Consumer Science	18 Days
ESA Psychologist	10 Days
ESA Communications Disorder Specialist	10 Days
Learning Resources Specialist	10 Days

B. Should the district decide to issue a supplemental contract for added responsibility, the following shall be the salary amounts.

Math is Cool (ES)	\$600
Math is Cool (MS)	\$300
Math Olympiad (MS)	\$300
Science Olympiad (MS)	\$300

Four Day Camp:

Grade 6 Environmental Camp Director:	.05 x Base*
Grade 6 Environmental Camp Staff Assistant:	.04 x Base*

Staff Computer Consultant	.045 of the base*
Summer Athletic Facility Coordinator	.045 of the base*
Music -- Pep Band	\$100 per event*
Music -- March Band	.014 of the base*
Music -- Concerts	.014 of the base*

*Base is \$40,760

D. Employees who participate in District approved curriculum projects beyond the contract shall be compensated at the rate of per diem, not including benefits.

APPENDIX B

GRIEVANCE REVIEW REQUEST FORM

This form is to be utilized in initiating a grievance pursuant to the grievance procedure contained in the Agreement between the Parties.

The completed, signed Grievance Review Request Form must be submitted in presenting a grievance at Steps I, II, and III. The form must be addressed and delivered to the appropriate administrative supervisor at Step I, and the Superintendent at Steps II and III.

TO: _____
Name Title

Grievant's Name: _____

Address: _____ Phone: _____

Position or Title: _____

School: _____ Department: _____

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

STEP I _____

STEP II _____

2. The nature of my grievance is:

3. The relief I am seeking is:

Signature: _____ Date: _____

APPENDIX C EVALUATION CRITERIA AND INDICATORS

Criterion 1: Professional Preparation and Scholarship

The employee exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching.

- 1.1 Possesses and maintains appropriate academic background;
- 1.2 Pursues continued professional development.

Criterion 2: Knowledge of Subject Matter

The teacher demonstrates a depth and breadth of knowledge of theory and content in general education of subject matter specialization.

- 2.1 Possesses and maintains competence and working knowledge of subject matter;
- 2.2 Understands and articulates relationship between subject matter field and other disciplines.

Criterion 3: Interest in Teaching Pupils

The teacher demonstrates enthusiasm and commitment to each student's unique background and characteristics.

- 3.1 Demonstrates skill in human relations with students;
- 3.2 Develops rapport with students in a professional manner;
- 3.3 Demonstrates enthusiasm and interest in working with students.

Criterion 4: Instructional Skill

The teacher demonstrates competency (knowledge and skill) in designing and conducting an instructional experience.

- 4.1 Establishes learning objectives consistent with individual pupil needs;
- 4.2 Plans and implements a variety of instructional activities appropriate to specified learning objectives;
- 4.3 Uses the principals of learning to facilitate the learning process;
- 4.4 Assesses pupil learning and make appropriate use of the resultant data.
- 4.5 Completes adequate written lesson plans for management and supervision purposes.

Criterion 5: Classroom Management

The teacher demonstrates competency (knowledge and skill) in organizing and managing the educational setting.

- 5.1 Provides a classroom climate conducive to student learning;
- 5.2 Organizes and utilizes class time;
- 5.3 Organizes the physical setting so that it contributes to pupil learning;
- 5.4 Provides adequate lesson plans and guides for substitutes.

Criterion 6: Student Discipline and Attendance

The teacher demonstrates ability to manage the non-instructional, human elements/dynamics occurring among pupils in the educational setting.

- 6.1 Establishes clear parameters for student conduct and makes known these expectations;
- 6.2 Establishes and maintains order and discipline;
- 6.3 Consistent and fair in dealing with student discipline;
- 6.4 Assists in maintaining control and enforcing rules throughout the school.

Criterion 7: Effort Towards Improvement

The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

- 7.1 Has attempted to complete growth plans delineated during previous evaluation;
- 7.2 Seeks advice and input regarding areas and techniques for self-improvement;
- 7.3 Accepts constructive criticism and implements suggestions for improvement.

Criterion 8: Professional Conduct

The teacher demonstrates professionalism through compliance with applicable rules and regulations of the State of Washington, the policies of the Tonasket School District and procedures established within the individual schools.

- 8.1 Shares in school responsibilities;
- 8.2 Respects the confidentiality of information that is made available as a result of his/her role as a staff member;
- 8.3 Maintains good working relationships with parents.

APPENDIX D

TONASKET SCHOOL DISTRICT
EMPLOYEE EVALUATION REPORT

Type of Evaluation:

_____ Annual
_____ 90 day
_____ Other

Name _____ Conference Date _____
School _____ Evaluator's Name _____
Assignment _____ Evaluator's Position _____

Evaluation Period _____ to _____

Directions: This report is to be completed at the end of the evaluation period. The report is to be discussed at the evaluation conference and then distributed as follows: one copy to the person being evaluated, one copy to be retained by the evaluator, one copy to the district office.

Criterion 1: Professional Preparation and Scholarship. The teachers exhibits evidence of having a theoretical background and knowledge of the principles and methods of teaching.

- 1.1 Possesses and maintains appropriate academic background;
- 1.2 Pursues continued professional development.

SATISFACTORY _____ NEEDS IMPROVEMENT _____ UNSATISFACTORY _____

Evaluator's Comment:

Response (optional):

Criterion 2: Knowledge of Subject Matter. The teacher demonstrates a depth and breadth of knowledge of theory and content in general education and subject matter specialization.

- 2.1 Possesses and maintains competence and working knowledge of subject matter;
- 2.2 Understands and articulates relationship between subject matter field and other disciplines.

SATISFACTORY _____ NEEDS IMPROVEMENT _____ UNSATISFACTORY _____

Evaluator's Comment:

Response (optional):

Criterion 3. Interest in Teaching Pupils. The teacher demonstrates enthusiasm and commitment to each student's unique background and characteristics.

- 3.1 Demonstrates skill in human relations with students;
- 3.2 Develops rapport with students in a professional manner;
- 3.3 Demonstrates enthusiasm and interest in working with students.

SATISFACTORY_____ NEEDS IMPROVEMENT_____ UNSATISFACTORY_____

Evaluator's Comment:

Response (optional):

Criterion 4: Instructional Skill. The teacher demonstrates competency (knowledge and skill) in designing and conducting an instructional experience.

- 4.1 Establishes learning objectives consistent with individual activities pupil needs;
- 4.2 Plans and implements a variety of instructional activities appropriate to specified learning objectives;
- 4.3 Uses the principles of learning to facilitate the learning process;
- 4.4 Assesses pupil learning and makes appropriate use of the resultant data;
- 4.5 Completes adequate written lesson plans for management and supervision purposes.

SATISFACTORY_____ NEEDS IMPROVEMENT_____ UNSATISFACTORY_____

Evaluator's Comment:

Response (optional):

Criterion 5: Classroom Management. The teacher demonstrates competency (knowledge and skill) in organizing and managing the physical and human elements in the educational setting.

- 5.1 Provides a classroom climate conducive to student learning;
- 5.2 Organizes the utilizes class time;
- 5.3 Organizes the physical setting so that it contributes to pupil learning;
- 5.4 Provides adequate lesson plans and guides for substitutes.

SATISFACTORY_____ NEEDS IMPROVEMENT_____ UNSATISFACTORY_____

Evaluator's Comment:

Response (optional):

Criterion 6. Students Discipline and Attendance. The teacher demonstrates ability to manage the non-instructional, human elements/dynamics occurring among pupils in the educational setting.

- 6.1 Establishes clear parameters for student conduct and makes known these expectations;
- 6.2 Establishes and maintains order and discipline;
- 6.3 Consistent and fair in dealing with student discipline;
- 6.4 Assists in maintaining control and enforcing rule throughout the school.

SATISFACTORY _____ NEEDS IMPROVEMENT _____ UNSATISFACTORY _____

Evaluator's Comment:

Response (optional):

Criterion 7: Efforts Towards Improvement. The teacher demonstrates an awareness of his/her limitations and strengths by efforts to improve or enhance competence.

- 7.1 Has attempted to complete growth plans delineated during previous evaluation;
- 7.2 Seeks advice and input regarding areas and techniques for self-improvement.
- 7.3 Accepts constructive criticism and implements suggestions for improvement.

SATISFACTORY _____ NEEDS IMPROVEMENT _____ UNSATISFACTORY _____

Evaluator's Comment:

Response (optional):

Criterion 8: Professional Conduct. The teacher demonstrates professionalism through compliance with applicable rules and regulations of the State of Washington, the policies of the Tonasket School District and procedures established within the individual schools.

- 8.1 Shares in school responsibility.
- 8.2 Respects the confidentiality of information that is made available as a result of his/her role as a staff member.
- 8.3 Maintains good working relationships with parents.

SATISFACTORY _____ NEEDS IMPROVEMENT _____ UNSATISFACTORY _____

Evaluators Comment:

Response (optional):

APPENDIX E
TONASKET SCHOOL DISTRICT
EMPLOYEE EVALUATION REPORT
(PROFESSIONAL GROWTH OPTION)

Name _____ School _____

Year 20 ____ Supervisor _____

Grade _____ Subject(s) _____

Goal(s): Teacher, Student, Program, Personal (to be completed collaboratively by employee and supervisor):

Self-Assessment Instrument Used _____

Activities and progress toward goal attainment were verified.

Yes No

Through routine observation:

_____ has demonstrated successful teaching performance and has met statutory requirement.

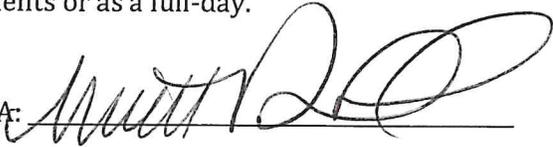
Date _____ Employee _____

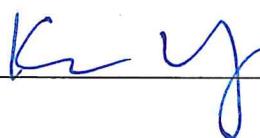
Date _____ Supervisor _____

APPENDIX F

Memorandum of Understanding
between
Tonasket School District
and the
Tonasket Education Association
regarding
Supplemental Days

The Parties agree that one (1) paid day for purposes of preparation shall be available to certificated employees during the 2022-2023 school year. This day shall be time sheeted and turned into payroll after it has been worked. The day may be worked and time sheeting in either half-day increments or as a full-day.

For TEA:  Date: 8/26/2022

For Tonasket School District:  Date: 9/1/22

