

Collective Bargaining Agreement

Between

Sumner-Bonney Lake School
District No. 320

And

Sumner Education Association

September 1, 2018 through August 31, 2020

District and Sumner Education Association CBA Table of Contents

	Joint Mission Statement	7
Part I	Recognition and Rights	8
Article 1	Exclusive Rights	9
Article 2	Association Membership	9
Article 3	Association Dues and Deductions	10
Article 4	Association Rights	11
Article 5	Employee Individual Rights	12
Article 6	Academic Freedom	13
Article 7	Personnel Files	13
Article 8	Building Working Files	14
Article 9	Rights of Management	14
Part II	General Conditions	15
Article 10	Individual Contracts	15
Article 11	Work Day	15
Article 12	Payroll	18
Article 13	Assignment	18
Article 14	Vacancy and Transfer	19
Article 15	Seniority	22
Article 16	Layoff and Recall	22
Article 17	Calendar	25
Article 18	Employee Facilities	26
Article 19	Non-Professional Duties	27
Article 20	First Aid/CPR Certification	27
Article 21	Auxiliary Personnel (Classified Employees within the Instructional Program)	27
Article 22	Student Teachers and Interns	28
Article 23	Alternative Route to Teacher Certification	28
Article 24	District/ Citizens' Advisory Committee	28
Article 25	Grievance Procedure	29
Part III	Compensation, Benefits and Leaves	32
Article 26	Salaries and Stipends	32
Article 27	Insurance Benefits	34
Article 28	Staff Protection	36
Article 29	Sick Leave - Illness, Injury, Disability (Including Pregnancy & Eligible Emergencies)	36
Article 30	Maternity/Paternity/Adoption Leave	38
Article 31	Bereavement Leave	39
Article 32	Personal Leave	40
Article 33	Attendance at Meetings and Conferences	41
Article 34	Jury Duty and Subpoena Leave	41
Article 35	Military Leave	41
Article 36	Health Leave	41
Article 37	Sabbatical Leave	42
Article 38	Leave of Absence Without Pay	43
Article 39	Association Leave	43

Part IV	Teaching and Learning	45
Article 40	Safe and Positive Learning Environment/Student Discipline	45
Article 41	Planning Time	46
Article 42	Staff Development	47
Article 43	Establishment of a Mentor Teacher Program	50
Article 44	Employee/Community Boundaries	51
Article 45	Class Size	51
Article 46	Teacher Leader	54
Article 47	Certificated Staff Evaluation (Teachers & Other Non-Administrative Personnel)	55
Article 48	Comprehensive Evaluation	57
Article 49	Focused Evaluation	62
Article 50	Non-Classroom Teacher Evaluation	66
Article 51	Support for Basic and Unsatisfactory Ratings	67
Article 52	Provisional Employees	68
Article 53	Probation	68
Article 54	Non-Renewal	72
Part V	Status of the Agreement	73
Article 55	Supersede	73
Article 56	Contract Compliance	73
Article 57	Agreement Administration	73
Article 58	Conformity to Law	73
Article 59	Distribution of Agreement	73
Article 60	Issuance of Individual Employee Contracts	74
Article 61	Contracting Out	74
Article 62	Reopener Clause	74
Article 63	Maintenance of Standards	74
Article 64	Duration	75

Appendices		
Appendix A	2018-2019 Salary Schedule	79
Appendix B	Stipends	80
	Appendix B-1: Co-Curricular Salary Schedule	81
	Appendix B-1 2018-2020 Curriculum Stipend	81
	Appendix B-2: Teacher Leader Stipends	82
	Appendix B-3: Extra Days - Other	84
	Appendix B-4: Special Services Compensation	85
	Appendix B-4: Special Services Operation Council	85
Appendix C	Special Education Staff Caseload	87
Appendix D	Career and Technical Education	91
	Appendix D-1: 2018-2019 Career and Technical Education Compensation	92
	Appendix D-2: CTE Extended Time Compensation	93
	Appendix D-2: CTE Unique Program Compensation	93
	Appendix D-2: CTE Operations Council	93
Appendix E	Counselor	94
	Counselor Workgroups	94
Appendix F	Statements of Minimal Evaluation Criteria	95
	Appendix F-1: Educational Staff Associate	96
	Appendix F-2: Counselor	98
	Appendix F-3: Library Media Specialist	100
Appendix G	Performance Appraisals	103
	Appendix G-1: Educational Staff Associate Performance Appraisal Form	104
	Appendix G-2: Counselor Performance Appraisal Form	107
	Appendix G-3: Library Media Specialist Performance Appraisal Form	110
Appendix H	Written Request/Agreement to Utilize Flex Schedule	113
Appendix I	Procedural Checklist for Evaluation and Nonrenewal	114
Index		115

JOINT MISSION STATEMENT

Our joint mission is improving student academic achievement to rigorous performance standards. To ensure a high quality teacher in every classroom, we need to recruit and retain high quality teachers and to enhance the instructional expertise of all our teachers to teach to those rigorous performance standards.

Our relationship over the years has been a model of respect, collaboration, and problem solving. It is a dynamic relationship which recognizes the value in both parties jointly participating in planning and implementing change. With this contract, we signal to all that we have continued to pursue our joint goal of improving student academic achievement.

The security and well-being of all members of this organization depend on the success of our joint venture. Together we will prepare our students for the future and together we will make the Sumner-Bonney Lake School District a great place to work and learn.

PART I - RECOGNITION AND RIGHTS

Article 1 Exclusive Rights

- 1.1 The District recognizes the Association as the sole and exclusive negotiating representative for all certificated personnel employed by the District, with the exception of the chief administrative officer and any other certificated employees who may be excluded by the law or this Agreement, exercising all rights accorded certificated employee organizations by Chapter 41 RCW.
- 1.2 When used hereinafter, the term "employee" shall refer to each employee represented by the Association. "Employee" means any employee holding a valid teaching certificate of the state and who is employed by the District, with the exception of administrators and any other certificated employee who may be excluded by law pursuant to Chapter 41 RCW.
- 1.3 The District agrees not to negotiate with or recognize employee organizations other than the Association for the duration of this Agreement, as provided for by Chapter 41 RCW.
- 1.4 Throughout this Agreement certain rights and functions are accorded and ascribed to the Association. These rights and functions are afforded to the Association as the legal representative for all employees covered under this Agreement. Other privileges afforded the Association shall not be granted to a minority organization seeking to represent employees officially represented by the Association.
- 1.5 The right to participate as an organization officially representing employees in grievance processing shall be an exclusive right of the Association.
- 1.6 Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall include both the masculine and feminine; and words denoting number shall include both the singular and plural.

Article 2 Association Membership

2.1 All members of the bargaining unit may maintain membership in the Association.

2.2 Certificated Substitutes

The District recognizes the Association as the sole and exclusive negotiating representative for certificated, nonsupervisory substitutes defined as follows:

- a. Employees who have substituted for the District for more than thirty (30) days of work within any 12-month period ending during the current or immediately preceding school year and who continue to be available for certificated substitute work; and
- b. Employees who have substituted in excess of twenty (20) consecutive days in the same assignment within the current school year.

2.3 Substitutes work on call and have no guarantee of employment on a day-to-day basis.

2.3.1 The only provisions of the Agreement which apply to represented substitutes are listed in this subsection.

The following Articles shall apply to substitutes employed for more than thirty (30) days of work within any 12-month period ending during the current or immediately preceding school year: Article 1 (Exclusive Rights); Article 2 (Association Membership); Article 3 (Association Dues and Deductions); Article 4 (Association Rights); Article 5 (Employee Rights); Article 6 (Academic Freedom); Article 7 (Personnel Files); Article 9 (Rights of Management); Article 19 (Non-Professional Duties); Article 28 (Staff Protection); Article 40 (Safety and Positive Learning Environment); Article 44 (Employee/Community Boundaries).

In addition to the above, the following Articles shall apply to employees who have substituted in excess of Twenty (20) consecutive days in the same assignment within the current school year: Article 11 (Work Day); Article 41 (Planning Time); Article 45 (Class Size).

2.3.2 Substitutes employed in excess of twenty (20) consecutive days in the same assignment within the current school year shall be granted the following leaves without pay:

- a. Adoption Leave - one day
- b. Bereavement Leave - two days for death of an immediate family member. Family shall be defined as household member, child, parent, stepparent, brother, sister, grandparent, or grandchild of the employee or the employee's spouse or domestic partner.

- c. Subpoena Leave
 - d. Association Leave
- 2.3.3 Disciplinary action taken against any represented substitute shall be appropriate to the behavior which precipitates said action.
- 2.3.4 The provisions of Article 24 (Grievance Policy) may be used only with the Articles in the Agreement which apply to represented substitutes.
- 2.3.5 Substitutes shall be paid according to the following:
- a. Substitutes employed for more than thirty (30) days of work within any 12-month period ending during the current or immediately preceding school year shall be paid at the prevailing daily or (1/2) half-daily District established rate.
 - b. Substitutes employed in excess of twenty (20) consecutive days in the same assignment within the current school year will be paid a daily rate determined by the substitute's placement on the current certificated salary schedule retroactive to the first day in the assignment.

Article 3 Association Dues and Deductions

- 3.1 The Association and its affiliates (WEA and NEA) shall have the exclusive rights of automatic payroll deduction of membership dues and fees for employees, as provided by Chapter 41 RCW. Payroll deductions for organization dues shall be an exclusive right of the Association as provided by Chapter 41 RCW.
- 3.2 The Association shall provide the District with automatic payroll authorization forms for new employees. Once an employee has signed the automatic payroll authorization, dues deductions shall be continuous until the employee submits a membership cancellation form to the Association or District. Upon receipt of an automatic payroll authorization form from any employee within the bargaining unit, the employer shall deduct from the pay of said employee the monthly amount of dues and other such authorized deductions, until the District receives written notice of the revocation of membership.
- 3.3 The District shall provide for dues deductions and fees through automatic payroll authorization.
- 3.4 Other Deductions
- The District shall, upon receipt of authorization from an employee, deduct from the employee's salary and make appropriate remittance for insurance plans, Association related deductions, tax-sheltered annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Board.

Article 4 Association Rights

- 4.1 The Association and its representatives may use District buildings for meetings and to transact Association business in accordance with District policy.
- 4.2 The Association may use District facilities and equipment at reasonable times when such equipment is not otherwise in use.
- 4.3 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards to be provided in each faculty lounge of each building in the District.
- 4.4 The Association may use the District mail services and teacher mail boxes for communication purposes.
- 4.5 The District shall furnish to the Association all information as prescribed by law, with the Superintendent being the final authority on all other requests for information.
- 4.6 The Association and its representatives shall have access to all District buildings during regular working hours, or as otherwise scheduled and to all Association employees and administrators. Before conferring with the certificated employees at another site, the Association representative shall notify the building principal of his/her presence.
- 4.7 The names of all employees, their building, grade and subject assignments shall be provided to the Association by September 15th.
- 4.8 The District shall provide the Association electronic notification within 5 days of a certificated employee's approval by the Board.
- 4.9 The Association will have a minimum of thirty minutes to meet with newly hired certificated employees during a new employee orientation for the purpose of presenting information about the employee's exclusive bargaining representative. For employees hired after the start of the school year, the association may meet with newly hired employees during their regular work hours at their worksite or a location mutually agreed upon by the District and Association within ninety (90) days of the employee's start date within the bargaining unit. No employee may be mandated to attend the meeting or presentation by the Association.

Article 5 Employee Individual Rights

5.1 Employees shall be entitled to full rights of citizenship. There shall be no discipline or discrimination with respect to the employment of any person because of such person's race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by person with a disability, unless based upon a bona fide occupational qualification, provided that the prohibition against discrimination because of such disability shall not apply if the particular disability prevents the proper performance of the particular worker involved.

5.1.1 The District shall not discriminate in any way against any certificated employee on account of his/her membership in any lawful organization or for the orderly exercise during off school hours of any rights guaranteed under the law according to the Revised Code of Washington and The Washington Administrative Code and the United States Constitution.

5.1.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under applicable laws and regulations. The rights recognized hereunder shall not be exclusive, but are in addition to those provided elsewhere.

5.2 Right to Join and Support Association

Employees of the District who are represented by the Association shall have the right to freely organize, join and support the Association. As a duly elected body exercising governmental power under the State of Washington, the Board shall not directly or indirectly discourage or deprive any employee of the enjoyment of any rights conferred by the statutes and constitutions of the State of Washington and the United States; or discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership to the Association, participation in any grievances, complaints or proceedings under the Agreement or otherwise with respect to terms and conditions of employment.

5.3 Right to Due Process

Employees reserve the right to have a representative of the Association and/ or counsel present when being reprimanded, warned, disciplined, or adversely affected for any reason. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association and/or counsel is present. All information forming the basis for any reprimand, warning, discipline, or adverse effect shall be made available to the employee. All charges shall be in writing.

5.4 Progressive Discipline

Disciplinary action taken against any employee shall be appropriate to the behavior which precipitates said action. Suspension, non-renewal or discharge may bypass lesser remedies should the behavior warrant it. No employee shall be reprimanded, disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause. If any such reprimand, discipline, or reduction in rank, compensation or advantage occurs, the employee shall have the right to have his/her case decided by a court of law or an arbitrator in accordance with the grievance procedure set forth herein, or if applicable, rights guaranteed in RCW 28A.405.300.

5.5 Notification

The District shall notify the Association President as early as possible in the case of a pending probation or disciplinary action that likely will lead to a loss of pay, non-renewal or adverse effect.

Article 6 Academic Freedom

- 6.1 Academic freedom shall be guaranteed to all certificated employees engaged in teaching, and no arbitrary limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning: man, human society, the physical and biological world and other branches of learning subject to accepted standards of professional responsibility. These responsibilities include a commitment to democratic tradition, a concern for the welfare, growth and development of children, and an insistence upon objective scholarship.
- 6.2 While certificated staff employed by the Sumner-Bonney Lake School District has at their disposal the full effect of this Article, it is agreed by the District and Association that certificated staff may not claim Article 6 (Academic Freedom) as an argument to avoid teaching District-adopted curricula.

Article 7 Personnel Files

- 7.1 Employees shall have the right, upon submission of a written request to the District, to inspect their complete personnel file, excluding confidential references. Upon request, a copy of any documents contained within the personnel file shall be provided to the employee by the District. Anyone, at the employee's request, may be present in the review of the personnel file, provided the District is notified in advance of who will be in attendance.
- 7.2 Processed grievances shall not be maintained in personnel files. Processed grievances shall be kept apart from the employee's personnel file.
- 7.3 There shall be no secret personnel files maintained by the District.

- 7.4 Each employee's personnel file shall contain the following minimum items of information: all employee's evaluation reports, copies of annual contracts, teaching certificate, a transcript(s) of academic records.
- 7.5 Any derogatory material not shown to an employee within twenty (20) days after receipt or composition shall not be allowed in evidence in any grievance or in any disciplinary action against such employee.
- 7.6 Evaluation, correspondence, or other material making derogatory reference to an employee's or former employee's competence, character, or manner shall not be kept or placed in the personnel file without the employee's knowledge and exclusive right to attach his/her own written comments.
- 7.7 Derogatory statements from non-professional sources shall not be included in any file unless rewritten by the appropriate administrator and filed as a report.
- 7.8 All information forming the basis of any reprimand, warning, discipline, or adverse effect, shall be limited to matters and events occurring during the last two school years, unless such behavior is part of a pattern of similar behavior occurring within the last two years or the alleged offense is of such seriousness that the District has a legal responsibility to pursue discipline. In such cases, the District may use information from beyond two school years.

Article 8 Building Working Files

Human Resources has established guide lines for administrators regarding the use of building working files. These guidelines are available from Human Resources upon request.

Article 9 Rights of Management

The management and operation of the District and the direction of employees are vested exclusively in the District subject to the terms of this Agreement. All matters not specifically and expressly controlled by the language of this Agreement may be administered for its duration by the District in accordance with such policy and procedure as the District, from time to time, may determine. Nothing in this Agreement shall be construed to be a delegation to others of the policy-making authority of the Board, which authority is specifically reserved by the Board.

PART II - GENERAL CONDITIONS

Article 10 Individual Contracts

- 10.1 The District shall provide each employee a contract with all assignments indicated therein and in conformity with Washington State Law, State Board of Education regulations and this Agreement.
- 10.2 Copies of Contract: An electronic contract will be available to the employee each year for signature. The employee will be required to electronically sign the contract within (10) days. An email will be sent informing the employees the contract is ready to sign and how to access the digital copy.
- 10.3 Release from Contract: An employee under contract shall be released from the obligations of the contract upon request under the following conditions:
- 10.3.1. A letter of resignation must be submitted to the superintendent's office.
- 10.3.2. A release from contract prior to July 1 shall be granted, provided a letter of resignation is submitted prior to that date.
- 10.3.3. A release from contract may be granted after July 1 provide d a satisfactory replacement can be obtained.
- 10.3.4. A release from contract shall be granted in case of illness or other personal matters which make it impossible for the employee to continue in the District.
- 10.4 Employees on Provisional Contracts
- The school district superintendent may make a determination to remove an employee from provisional status if the employee has received one of the top two evaluation ratings during the second year of employment by the district.

Article 11 Work Day

- 11.1 Length of Workday - Elementary
- The normal workday shall be seven (7) hours, fifteen (15) minutes per day, exclusive of a thirty (30) minute duty-free lunch period. Employees shall be assigned a maximum weekly average of five and one half (5.5) hours of classroom instruction per day. The total length of the workday shall not be extended without prior negotiations and shall include a continuous thirty (30) minute duty-free lunch period.
- 11.2 Length of Workday - Secondary
- The normal workday shall be seven (7) hours, fifteen (15) minutes per day, exclusive of a thirty (30) minute duty-free lunch period. The total length of the workday shall not be extended without prior negotiations and shall include a continuous thirty (30) minute duty-free lunch period.

- 11.3 Faculty meetings that extend the normal workday shall be limited to two (2) sessions per month which shall not extend more than thirty (30) minutes beyond the normal workday.
- 11.4 In the event a substitute is not available to cover a class, principals will first ask for volunteers from the general education certificated teaching staff. If volunteers are not available, each building will develop an equitable class rotation plan for mandating class coverage.
 - 11.4.1 Teachers will be compensated at the rate of 35 dollars (\$35) per 60 minute planning period. If less than a full period, the compensation will be pro-rated to 15 minute increments or portion thereof.
 - 11.4.2 Elementary teachers who are supervising two full classes due to a substitute shortage will be compensated at the rate of one hundred forty dollars (\$140) for a full day. Half day or less, the computation will be pro-rated to a ½ day increment. Elementary teachers who are supervising a class that is divided will be compensated in the manner below:
 - a. Divided into two parts: Seventy dollars (\$70.00) for a full day.
 - b. Divided into three parts: Forty-five dollars (\$45.00) for a full day.
 - c. Divided into four parts: Thirty-two dollars and fifty cents (\$32.50) for a full day.
 - 11.4.3 Building administration can mandate certificated staff to forgo their planning period up to ten (10) times per year.
 - 11.4.3.1 Parties agree to reopen this provision only to discuss if one party deems this overly burdensome.
- 11.5 General Education certificated staff, other than classroom teachers, who are assigned to provide classroom coverage when a substitute teacher is not available, will be compensated in a manner similar to classroom teachers who provide coverage with the same then (10) occurrence maximum as listed above.
 - 11.5.1 Parties agree to reopen this provision only to discuss if one party deems this overly burdensome.

11.6 After-Hours Events

11.6.1 All employees must attend three principal directed, after-hours events during the school year. These events will be governed by the following principles:

Principal Directed Event	End Time	Late Arrival that Week on Wednesday
Any event which is flexed for release next day	Not a Principal Directed event- not to be counted in 3 PD events	
Teacher's responsibility is 2 hours or less	7:30	No
Teacher's responsibility is more than 2 hours	7:30	30 minutes - late arrival

11.6.2 Conferences are mandatory. If they are held in the evening with no flex opportunity, they will be considered principal-directed. Conference schedules that allow the employee to choose to work the evening rather than the next afternoon are not principal-directed.

11.6.3 Certificated high school employees that attend high school graduation in a supervisory manner (beyond the three (3) principal-directed evening events) will be able to flex a two (2) hour early release on the last day of school after students are released. All building checkout procedures must be complete as well as the submittal of student grades.

11.6.4 Employees may choose to work additional after-hours events under separate contracts and compensation, not subject to the principles above.

11.6.5 Curriculum rate will be paid for certificated staff who plan or prepare for principal directed after hour events with pre-approval from their supervisor. The work must be beyond what is expected as part of the certificated staff's normal responsibility for preparing for Open Houses, Conferences, etc.

11.7 Flex Time

Flex time is the opportunity for an employee's workday start and end time to be shifted to allow for extended contact with students. An example would be teaching a before school (zero hour) or after school class.

11.7.1 The building administrator, the employee involved and the Association must agree in writing prior to the implementation (Appendix H). Should the employee agree to the arrangement, the Association will not object.

11.7.2 The employee on a flex schedule will not be required to attend his/her staff meetings which are beyond the scope of the Collective Bargaining Agreement as applied to their adjusted work day.

11.8 Before & After School Work Time

Duties before and after school will be assigned in an equitable manner. These assignments will be based upon the size and configuration of the school. Situations that require emergency staff meetings will not constitute a violation of this Article.

Article 12 Payroll

- 12.1 In accordance with state law, all employees shall be paid in twelve (12) monthly installments. Each check shall contain one-twelfth (1/12) of the contracted salary.
- 12.2 Payroll checks shall be issued to the employee on the last business day of each month.
- 12.3 In the event of an underpayment error, corrections shall be made as soon as feasible but not to exceed the next pay period. When an overpayment is made, at least two (2) pay periods must be paid at the employee's full correct rate before repayment deductions can be taken from his/her check unless his/her payment cannot be made prior to the end of the contract, in which case repayment will be completed prior to the end of the contract. Cumulative errors shall be corrected at the rate they accumulate but not to exceed the last pay period of the contract.
- 12.4 All compensation owed to an employee who is leaving the District shall, upon request, be paid as soon as feasible, but not to exceed the next pay period.

Article 13 Assignment

13.1 Assignment

Assignment is defined as a specific grade level and/or subject to be taught in a specific school building or buildings by an employee in a particular academic year. The Board recognizes that its obligation is to meet the needs and interests of students. However, the Board also recognizes it is desirable to consider the interests and aspirations of its employees in the selection and assignment process. All employees shall be assigned on the basis of their qualifications and certifications in accordance with the laws of the State of Washington and the regulations of the Department of Public Instruction.

13.1.1 Employees shall be notified in writing no later than the last employee work day of the school year of any changes in their programs and schedules for the ensuing school year, including teaching assignments and any special assignments. In the unlikely situation this deadline is not met, the District and Association will meet to determine the deadline extension.

13.1.2 Employees who are notified after the last employee work day of the school year that the majority of their assignment has been changed, may request and will be granted one (1) work day at the per diem rate to make the

necessary preparations. This provision does not apply to changes that are employee-initiated.

13.1.3 The District will make every attempt to protect employees from frequent assignment changes.

13.2 Teacher on Special Assignment

It is recognized that Teachers on Special Assignment (TOSA) are members of the SEA; they are not intended to be supervisors of their bargaining group.

Their work is a valuable resource directed by the Teaching and Learning Department in support of teacher professional development for improved student learning. This work is not limited to, but includes support for new teachers and teachers new to an assignment, support for implementation of new curriculum and alignment of learning standards to curriculum.

Article 14 Vacancy and Transfer

14.1 Defining a Vacancy

A vacancy shall be defined as a new position or a position not already filled by employee movement within a building. Vacancies will be filled by displaced employees or volunteers in the involuntary transfer pool before being opened to out-of-district and in-district applicants.

14.2 Posting Vacancies

Both in-district and out-of-district applicants will be considered in the same pool for vacancies. To assure employees are given every consideration in filling vacancies within the bargaining unit, the following procedures shall be used:

- a. All vacancies shall be published to the staff and Association on the Job Postings tab of the mySumner Dashboard. Vacancies will remain open at least five (5) business days.
- b. Beginning August 1 and throughout the ensuing school year, the timeline may be shortened to three (3) business days or until filled with a qualified candidate.
- c. In the case of hard-to-fill positions (as defined by the Executive Director of Human Resources) the timeline, whether for the upcoming school year or in the current year, shall be three (3) business days or until filled with a qualified candidate.
- d. The notice of vacancy shall clearly set forth the qualifications for the position and the procedure for applying.

14.3 In-district Applications for Vacancy

14.3.1 An employee may request consideration for a vacancy by completing an application within the time frame of the posting.

14.3.2 An application must include:

- a. Current Resume
- b. Letter of interest or completed interest addendum, as noted in the posting.

14.3.3 Hiring decisions will be made according to the following criteria applied in this order:

- a. Employee qualifications for the requirements of the position.
- b. Program needs of the District and the individual school as defined in the posting.
- c. Suitability of the employee based on success in previous assignment as measured and reported by the bargained evaluation process.
- d. Ability and performance being equal, the in-district employee with the most seniority shall be hired.
- e. Employees not selected may in writing request more specific feedback through Human Resources or the principal.
- f. Employees on plans of improvement or probation will not be eligible for transfer.

14.3.4 All in-district applicants for a vacancy will be guaranteed an interview if they possess the certification required and the specific requirements of the position as listed in the posting.

14.3.5 A "transfer" is defined as filling a vacancy by changing an employee from one building or program to another, without change in salary.

14.4 Involuntary Transfer

An involuntary transfer shall be defined as a change from one building to another or one program to another without change in salary when the employee has not requested such transfer.

14.4.1 It is recognized that an involuntary transfer is not a generally satisfactory method for filling a vacancy and, as such, will only occur if other reasonable avenues are not available. The District's determination to implement an involuntary transfer shall be based upon demographic shifts causing overstaffing in a building or program, or the loss or relocation of a program, and shall not be arbitrary or capricious.

14.4.2 In an effort to support the professional growth and retention of new employees, those employees holding provisional contracts will be exempt from the involuntary transfer process. Therefore, the employee holding a continuing contract with the least seniority in an employment category, as defined within 16.3, shall be involuntarily transferred.

14.4.3 In the event that there is more than one employee being involuntarily transferred at the same time, an involuntary transfer pool shall be formed.

- 14.4.4 Volunteers for transfer will be solicited before involuntary transfers are made. Each employee will be given his/her choice of the positions being filled according to seniority.
- 14.4.5 When sufficient vacancies are identified equal to the employees in the pool then the employee with the greatest seniority shall be given first choice of the positions being filled involuntarily.
- 14.4.6 An employee involuntarily transferred may apply for a specific vacancy in the employee's original building and will be given priority for the next school year in returning to that building.
- 14.4.7 Employees involuntarily transferred, with the exception of specialists who are frequently itinerants, may request and will then receive compensation for one (1) day of work at the per diem rate for moving to and orientation at the new site.
- 14.4.8 The District shall notify the employee in writing when an involuntary transfer is made.

Article 15 Seniority

- 15.1 Seniority shall mean total years of certificated experience which is defined in WAC 392-121-264 as the number of years of accumulated full-time and part-time professional education employment prior to the current reporting school year in the state of Washington, out-of-state and a foreign country.
- 15.2 A seniority list will be established for employees by January 31. The seniority list shall be organized by seniority, descending from most senior to least senior employee. The seniority list will show years of experience, credits and endorsements which employees hold. The endorsements are used to determine the categories which will have been pre-established by the District and Association as appropriate for the purpose of involuntary transfer, layoff and recall.
- 15.3 In the event ties exist when preparing the seniority list, the employee having the highest number of college or university credits as approved for salary purposes, recorded only on official transcripts and received directly from the college/university in the Human Resources Department as of October 1 of the current school year, shall have seniority. If ties still exist, such employees' positions on the list shall be determined by drawing lots among the employees who tie. The Association and all employees so affected shall be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.
- 15.4 The seniority list established shall be posted at each school and at the Central Office and sent to employees on leave and to the Association. Any employee who wishes to challenge his/her placement on the seniority list must file a written notice with the Human Resources Department by February 15. Any such notice shall identify the basis for the challenge. The Human Resources Department shall review all written challenges

and shall make such changes as may be supported by information contained in the employee's personnel file. Notification to employees filing such challenges and to all employees affected by any changes made shall be given in writing by the Human Resources Department on or before February 28. By March 15, if corrections have been made to the seniority list, the District shall repost the seniority list. Any employee failing to challenge his/her placement on the seniority list within the time limitations specified above shall be deemed to have waived any right to thereafter challenge or grieve such placement.

Article 16 Layoff and Recall

16.1 General Conditions

The Board shall determine the educational program and services for the school district based upon the educational goals of the District and the financial resources available. When the Board passes a resolution that the District's educational program, services and staff are to be reduced for the following school year by reason of financial necessity or modified educational plans as determined by the Board, the District shall identify employees to be retained and those who will be subject to lay off from employment or otherwise adversely affected by using the procedure set forth below:

- 16.1.1 The District shall, by April 30, determine, as accurately as possible, the total number of certificated positions by categories necessary to conduct the educational program. Vacancies created by retirement, resignations, leaves, discharges and leave replacement contracts will be taken into consideration in determining the number of available certificated positions prior to the following school year.
- 16.1.2 Additionally, the District and Association will seek alternatives prior to the implementation of layoffs, such as part-time leave, job sharing and retirement incentives. Procedures will be decided and published by the District and Association before any layoffs occurs.
- 16.1.3 Retentions shall be determined by certification, employment category and seniority within category.
- 16.1.4 Employees on leave at the time of a layoff are not exempt from the process and are subject to the same layoff and recall procedures as those actively employed.

16.2 Certification

Possession of any valid Washington State Certificate with the necessary endorsements as required by statute or administrative code which may be required for the position(s) under consideration shall be a prerequisite for retention.

16.3 Retention by Employment Category

Each certificated staff member will be considered for retention in his/her currently assigned category or specialty.

16.3.1 Employment categories in the elementary schools are:

- a. Elementary classroom teacher
- b. Librarian
- c. Physical Education
- d. Music

- e. Content specialist (i.e., Math, Science, etc.)
- f. Counselor

16.3.2 Employment categories in the secondary schools are subject matter areas or departments, defined as one of the following:

- a. Science
- b. Math
- c. Social Studies
- d. English/Language Arts
- e. Music
- f. Art
- g. Physical Education and Health
- h. World Languages (i.e., French, Spanish, etc.)

16.3.3 Employment categories in support services or other District Programs which are specially staffed or funded are:

- a. English Language Learner
- b. Highly Capable and IB/AP programs
- c. Secondary Counselors
- d. Secondary Librarians
- e. Special Education personnel by field of specialty
- f. Educational Staff Associates by field of specialty
- g. Career and Technical Education by field of specialty

16.3.4 Within the employment categories, retention shall be on a seniority basis, the certificated employees with the greater seniority having preference. Certificated employees who will not be retained in their present category will also be considered for retention by seniority in additional categories or specialties for which the employee is qualified, based on documentation in their personnel file.

16.3.5 Volunteers for layoff within the categories to be reduced will retain all rights to recall per this Article.

16.4 Action by Superintendent

The staff reduction procedures herein provided shall be implemented on or before May 15 of the school year prior to the school year in which any staff reductions may be necessary. The superintendent shall take such action as may be required by statute to non-renew or adversely affect the employment contracts of the affected employees.

16.5 Provisions for Recall of Laid Off Employees

16.5.1 All employees laid off as a result of the implementation of this section will be placed in a recall pool from which they will have priority recall for the next three (3) years, from the date which rehiring begins.

16.5.2 Recall shall be determined following the first implementation of this Article as follows:

- a. Certification. Possession of any valid Washington State Certificate with the necessary endorsements as required by statute or administrative code, which may be required for the position(s) under consideration, shall be a prerequisite for recall.
- b. Each employee shall be considered for recall in categories in which he/she

qualifies as per Article 16.3.

- c. Recall will be made on a seniority basis within categories.
- d. The employee shall have the right to refuse the first offer of employment. Refusing the second offer shall result in the employee being dropped from the recall pool. Continuing employees who accept a one-year contract or a part-time contract after being laid off shall still be included in the recall pool and thereby retain their rights under this recall provision.
- e. An employee wishing to remain in the recall pool for the second and third year shall notify the Human Resources Department in writing between June 1 and June 30 of the preceding school year. If such notification is not received, the name of any such individual shall be dropped from the pool.
- f. Employees not recalled before the start of each school year, upon application, shall be placed on the substitute employee roster. Preference shall be given to employees in the recall pool in subject areas previously taught in the system.
- g. Any laid off employee shall, upon recall, retain full seniority rights and all other rights as if his/ her employment relationship with the District had not been broken, provided that no additional seniority credit shall be granted for the period of unemployment.

16.6 Employment Notification

16.6.1 All laid off employees shall be responsible for notifying the Human Resources Department of a telephone number or email address through which they can be reached.

- a. Laid off employees will be contacted by telephone or email to be offered employment and shall respond within two business days following their confirmation of receipt of the offer.
- b. Employees may notify the Human Resources Department authorizing acceptance or rejection of an assignment on their own behalf.

16.7 Notwithstanding any other provision of this Agreement, an employee who feels aggrieved by action of the Board of Directors adversely affecting or non-renewing said employee's contract will be obligated to seek review of the Board's action in accordance with RCW 28A.405.300. Such claim, by this reference, is specifically excluded from grievance or arbitration under this Agreement.

Article 17 Calendar

- 17.1 The Association will meet with the District by the end of November during calendar bargaining years and identify at least two (2) calendar options that may be offered to members to determine their preference. The Association and District may offer calendar options for an additional year to avoid bargaining the calendar during a contract-bargaining year.
- 17.2 The Association will notify the District of its members' calendar preference no later than December 15 of each calendar-bargaining year.
- 17.3 The District and Association will incorporate staff preferences, community input and coordination with neighboring districts in the determination of the calendar options.
- 17.4 Late Start Allocations shall be calendared as follows:
 - 17.4.1 2018/19 School Year:
 - a. Secondary schools will have two (2) Grading Flex late start days corresponding to 1st and 3rd quarter grading periods.
 - b. Elementary schools will have three (3) Grading Flex late start days. Two (2) will correspond to November Elementary Conference preparation and one (1) late start in June will be for Grading.
 - c. Those not entering student grades will not flex time.
 - 17.5.2 2019/20 School Year:
 - a. All Secondary late starts are to be used by teams to work collaboratively in Professional Learning Communities.
 - b. Elementary schools will have two (2) late start days in the fall for Elementary Conference preparation at their worksite. All other late starts are to be used by teams to work collaboratively in Professional Learning Communities.
- 17.5 An early dismissal from school for any reason for grades K-12 shall be at the discretion of the District, past practices notwithstanding.
- 17.6 Make-Up Schedule of School Days Due to Emergency Closure
 - 17.6.1 First priority for scheduling district-wide make-up days due to emergency closures will be to use the available make-up days as designated on the school calendar. Make-up days scheduled on the calendar at the end of the school year will be used first; any other scheduled make-up days will be used in the order they appear on the calendar.
 - 17.6.2 Should emergency conditions close individual buildings, the make-up day(s)

shall be scheduled after consultation between the District and Association. Student release times will not be made up, except the protected student releases for conferencing and grading.

- 17.6.3 In the absence of make-up days scheduled on the calendar, make-up of lost days because of emergency closures shall be scheduled after consultation between the District and Association.
- 17.6.4 Consultation between the District and Association as provided in paragraphs 17.7.2 and 17.7.3 above, shall be completed within two weeks of an emergency closure with an agreed schedule of make-up day(s).
- 17.6.5 Compensation for certificated staff providing supervision during emergency situations will be calculated to the nearest fifteen (15) minutes on a pro-rated basis of the curriculum stipend rate. Compensation will begin no earlier than one (1) hour beyond the regular certificated staff dismissal time for any particular building.

Article 18 Employee Facilities

- 18.1 The Association and the District have a shared interest in providing employees with working conditions that support instructional effectiveness. Where financially feasible, each building shall have the following facilities and equipment for the exclusive use of employees in the building:
 - 18.1.1 Adequate space in each classroom to safely store instructional materials and supplies.
 - 18.1.2 Locked cabinets or drawer will be provided for employee's personal effects.
 - 18.1.3 Work area containing adequate equipment and supplies to aid in the preparation of instructional materials, to include a district-provided computer/device with standard software and instructional programs related to assignment.
 - 18.1.4 A furnished faculty lounge separate from any work area.
 - 18.1.5 A service able desk and chair and a filing cabinet of adequate size in each classroom.
 - 18.1.6 A communication system between classrooms and the main office.
 - 18.1.7 Well lighted and clean restrooms guaranteed for privacy for the individual.
- 18.2 Teachers will have access to the District process for obtaining district-adopted materials for their students.
- 18.3 In order to permit freedom of access both during regular school hours and after regular school hours, when feasible, all employees will be given keys to their regular classroom.
- 18.4 An adequate part of the parking lot at each school will be reserved for employee parking.

Article 19 Non-Professional Duties

The District and Association acknowledge that a teacher's primary responsibility is to teach and that his/ her energies should, to the extent possible, be utilized to this end. Therefore, the following is agreed to:

- 19.1 Teachers shall not be required to:
 - 19.1.1. Perform supervision of cafeterias at the middle and senior high schools.
 - 19.1.2. Perform health services, such as administering eye or ear examinations and weighing and measuring of students.
 - 19.1.3. Collect money from students for non-educational purposes at the middle and senior high schools.
 - 19.1.4. Elementary teachers shall not be required to supervise playground before school and during their thirty (30) minute lunch except in emergency situations.
- 19.2 Teachers may not transport students in their own car.

Article 20 First Aid/CPR Certification

- 20.1 As a condition of employment, employees new to the Sumner-Bonney Lake School District must possess, or obtain within ninety (90) days of employment, a current First Aid/CPR certificate.
- 20.2 Following the initial First Aid/CPR certification, there shall be no requirement to maintain current First Aid/CPR status as a condition of employment, except for employees required by law.
- 20.3 The District shall facilitate First Aid/CPR classes at no cost to employees who are interested in obtaining/maintaining First Aid/CPR certification.

Article 21 Auxiliary Personnel (Classified Employees within the Instructional Program)

- 21.1 When hired, auxiliary personnel are to be employed to assist certificated employees to provide better instructional services to students.
- 21.2 The District will provide twenty hours of assistance per week to each middle school for the purpose of improvement of student writing.
- 21.3 The District will provide one full-day support person to each building for kindergarten assistance in the first ten days of school for kindergartners.
- 21.4 Auxiliary personnel are not employed to relieve certificated employees of their teaching responsibilities, nor to change the overall student-to-teacher ratio.
- 21.5 Written assignments consistent with this Contract shall be developed by the District for all auxiliary personnel defining their function and responsibilities in each instance or general classification into which auxiliary personnel are employed.

- 21.6 Under no circumstances, with the exception of 21.7, shall auxiliary personnel be delegated the following responsibilities:
- 21.6.1 Prescribing courses of study.
 - 21.6.2 Directing and/or controlling the studies of pupils.
 - 21.6.3 Evaluating a pupil's educational growth and development other than through informal communication to the supervising certificated employee.
 - 21.6.4 Reporting to parents, guardians, or school administrators with respect to a pupil's educational growth and development.
 - 21.6.5 Reporting to parents, guardians, or school administrators with respect to any certificated employee or other certificated employee's competency, level of preparation, classroom discipline, working environment or any other aspect related to the evaluation of certificated employees.
 - 21.6.6 Prescribing disciplinary action relating to pupils.
 - 21.6.7 Excusing pupils from attendance or participation in any classroom or school-related activity.
 - 21.6.8 Acting in any capacity relating to instruction without the direct supervision by the certificated employee.
- 21.7 Auxiliary personnel may be delegated the responsibilities outlined in 21.6 if such activities are prescribed and/or delegated by a certificated employee.
- 21.8 Evaluation of Auxiliary Personnel
- The Association and the District shall continuously review, evaluate and, if necessary, revise the utilization of auxiliary personnel as it relates to the educational program for students.
- 21.9 Applicability to Auxiliary Personnel
- The provisions contained herein shall be applicable to all auxiliary personnel, whether they are employees of the District, volunteers or trainees.

Article 22 Student Teachers and Interns

The District will follow the procedure of prior approval to accept a student teacher by the teacher, principal and Central Office before admitting a student teacher or intern into the District's educational program. In all cases, the participation of any teacher shall be at the discretion of that teacher. In dealing with problems that occur during the period of supervision, the teacher is free to consult with the administration and the college or university representative.

Article 23 Alternate Route to Teacher Certification

Employees hired through alternate route teacher certification programs, as teachers of record, will receive rights and support as granted by the Collective Bargaining Agreement.

Article 24 District/ Citizens' Advisory Committee

- 24.1 The District recognizes that professional input into committees is valuable and therefore it will make every effort to enable Association members to serve on committees when

feasible. The Board and administrators also recognize that this section cannot be construed so as to negate nor circumvent the powers given to the Association under RCW41.

- 24.2 In addition to those committees traditionally served by Association members, the faculty of each secondary school shall elect members to serve on the Building Instructional Materials Committee. The faculty of each school shall select a member to serve on the District Curriculum and Instructional Materials Committee.

Article 25 Grievance Procedure

The purpose of this policy is to provide a means for grievance resolution. Grievances are to be processed at the lowest possible level as specified in the grievance procedure. Staff members are to use this procedure whenever they feel that District action has given them just cause for grievance.

25.1 Definitions

- 25.1.1 A grievance is a claim based upon an alleged violation, misinterpretation or a misapplication of the collective bargaining agreement; or the application of the procedural steps of the employee evaluation section of the agreement.
- 25.1.2 For the purposes of this section, "supervisor" shall mean building principal/ director or designee.
- 25.1.3 "Days" as used herein means student school days, except grievances occurring at the end of the student year must be filed by June 30.

25.2 Procedure

Grievances shall be processed as rapidly as possible; the number of days in each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits may be extended by mutual consent. The grievance shall be presented within twenty (20) days following the occurrence out of which the grievance arose or the first date on which the grievant should reasonably have had knowledge of such occurrence. Grievances not pursued as provided for in this Article shall be deemed to have been waived.

25.2.1 Step 1 - Informal Discussion Building Level

The Association or an employee shall discuss and identify the grievance first with the administrator responsible for the action being grieved. Every *effort* shall be made to solve the grievance at this level. The administrator shall render a decision within ten (10) days of the informal discussion with the employee.

25.2.2 Step 2 - Written Grievance Building Level

If the grievance is not resolved informally, the Association may present the grievance to the administrator in writing within fifteen (15) days of the administrator's decision at the informal level. The administrator shall render a decision in writing within ten (10) days of receiving the written grievance and present the decision to the Association.

25.2.3 Step 3 - District Level

- a. If the grievance is not resolved at Step 2 of the grievance process, the Association may present the written grievance to the superintendent/designee within fifteen (15) days of receipt of the Step 2 grievance decision.
- b. Either the superintendent/designee or the Association may request a meeting to attempt to resolve the grievance
- c. Within ten (10) days after the written grievance has been presented to the superintendent/designee, the superintendent/designee shall forward a written decision to the Association.

25.2.4 Step 4 - Arbitration

In the event that the Association is not satisfied with the disposition of the grievance at Step 3, the Association may within twenty (20) days of the Step 3 decision submit the grievance to arbitration. The grievance may be submitted to the American Arbitration Association or the Federal Mediation and Conciliation Service. The proceedings will be conducted according to the rules of the selected agency in effect at the time of the arbitration filing.

25.2.4.1 Selection of Arbiter - By Agreement

In regard to each case that reaches arbitration, the parties will attempt to agree upon the arbiter to hear and decide the particular case. If the parties are unable to agree upon an arbiter within ten (10) work days after submission of the written request for arbitration, the following shall apply to the selection of an arbiter.

25.2.4.2 Selection of Arbiter American Arbitration Association

The parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbiters. Such request shall state the general nature of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the panel of seven (7) arbiters is received, the parties in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

25.2.4.3 Arbitration - Rules of Procedure

Arbitration proceedings shall, except as otherwise provided in this Article, be conducted in accordance with the American Arbitration Association's "Labor Arbitration Rules" in effect at the time the request for arbitration is filed.

25.3 Binding Effect of Award

All decisions arrived at under the provisions of this Article by the representatives of the District and Association, or the arbiter, shall be final and binding upon both parties, provided, however, in arriving at such decisions neither of the parties, nor the arbiter, shall have the authority to alter this Agreement in whole or in part.

25.4 Signing Grievance Does Not Concede Arbitral Issue

The signing of any grievance by an employee or representative of either the District or Association shall not be construed by either party as a concession or agreement that the grievance constitutes an arbitral issue or is properly subject to the grievance machinery under the terms of this Article.

25.5 Mediation

At any time following the conclusion of Step 2, above, the Association and District may mutually agree to resolve the grievance through grievance mediation. Neither a request for mediation nor an agreement to submit the grievance to mediation shall have any effect on any time limits set forth in this agreement unless the District and Association specifically so agree in writing. If the District and Association do agree to mediate the grievance, they shall also agree on appropriate procedures for the selection of a mediator and other procedures for conducting the mediation. Cost for the mediator shall be borne equally by the District and Association.

25.6 Supplemental Conditions

- 24.6.1 At each step of the procedure for adjusting grievances, the employee may be accompanied by a member of his/her local professional organization.
- 24.6.2 There shall be no reprisal by the School District or its employees by reason of the involvement of any person in grievance procedure.
- 24.6.3 Excluded from the grievance procedure shall be matters for which law mandates another method of review.
- 24.6.4 All documents, communications and records dealing with the process of grievance shall be filed separately and not in the individual's personnel file; these shall be available to both parties.

25.7 Exception from Procedure

Grievances involving an administrative supervisor above the level of unit administration may be initiated to Step 2.

PART III - COMPENSATION, BENEFITS AND LEAVES

Article 26 Salaries and Stipends

26.1 Compliance

26.1.1 The parties acknowledge the necessity for the District to comply with state compensation limitations. The parties intend that nothing in this agreement shall operate to preclude the District from complying with state compensation laws. If the District is found to be out of legal compliance, the parties acknowledge that the District, in consultation with the Association, shall make equitable compensation adjustments involving all members of the bargaining unit in order to ensure compliance with applicable laws.

26.1.2 Reopener

- a. If the Washington State Legislature reduces the District's levy authority resulting in a loss of revenue, the District and the Association will reopen negotiations in respect to this article during the term of this contract.
- b. If the Washington State Legislature hereafter alters the minimum number of student days from 180 days, either party may, by providing written notice to the other, reopen negotiations in respect to this Article during the term of this contract.

26.1.3 Consultations and Negotiations

Prior to effectuating the annual salaries called for above, the District will consult the Association. In the event of a good-faith dispute between the parties concerning implementation of the above annual salary provisions, the annual salaries in question will be treated as a negotiable matter, rather than as a contractual matter subject to this Article.

26.2 Standard Contract

Full school year employees will be contracted for 185 days Inclusive of four (4) work days before the beginning of the student school year and one (1) staff development day.

All employees will be paid on the Salary Schedule in Appendix A for the standard contract based on experience and educational criteria established by state law, WAC and OSPI guidelines for S-275 reporting. Experience and education credit recognized by the District prior to the 2018-2019 school year shall continue to be recognized by the District for placement during the years of this agreement as shown on salary schedule Appendix A.

26.2.1 Credit Reporting

Employees will submit credits for salary advancement by October 1.

26.2.2 Placement of Specialists on Salary Schedule. ESA employees shall be granted service credit on the salary schedule for prior related experience per the 2017-18 state rules except that such years of service shall not be limited to two (2).

26.3 Professional Learning/Enrichment Responsibility Contract (also known as Professional Responsibility Recognition Contract or PRR).

Professional Learning/Enrichment Responsibility, also called Professional Responsibility Recognition (PRR) in Sumner-Bonney Lake School District, is supplemental compensation for work performed outside of the base contracted day and year.

Certificated staff members are evaluated on their performance of these responsibilities using the appropriate performance appraisal in the Collective Bargaining Agreement.

The Professional Learning/Enrichment responsibility stipend schedule is included in Appendix A and is equal to 10% of the base schedule. Staff members will be placed on this schedule using the same placement rules as apply to the base contract.

26.3.1 Responsibility Components: Some responsibilities are part of your professional base salary, including, but not limited to:

- a. Classroom preparatory work before school starts.
- b. Student assessment and report card preparation for all district designated grading periods.
- c. Other occasional instances outside the regularly scheduled day with adequate notice, such as IEP meetings, parent meetings, etc.
- d. Participation in goal-setting activities and related to growth.

26.3.2 The District and Association will meet in the spring of 2019 to review and update or modify this section to be in compliance with state law.

26.4 Longevity Award

Starting with the 17th year and continuing through the 25th year of service, certificated staff will receive a \$2,000 stipend annually. In the 26th year of service and thereafter, certificated staff will receive a \$4,000 stipend annually. This will be pro-rated over the twelve (12) months of the contract. These stipend amounts will be increased by the state inflationary adjustment (currently the implicit price deflator) for the 2019-2020 school year.

26.5 Retirement Notification Incentive

Certificated employees who indicate by January 1 their intent to retire at the end of the school year in which they are eligible (as defined by the Washington Department of Retirement Systems) shall be compensated in the amount of \$400 for transition activities.

26.5 Part-time Employees

Certificated employees who are part-time or who are hired for a portion of the school year will receive pro-rated compensation identified in this Article.

25.6.1 Employees who are on long-term leave and are replaced will not receive PRR compensation during the period of the leave.

25.6.2 Substitutes on a time-limited contract will be eligible for pro-rated PRR compensation for mandatory supplemental days that occur during their period of service.

26.7 New Staff Orientation

Attendance at new staff orientation will be compensated at the hourly curriculum stipend rate.

Article 27 Insurance Benefits

27.1 Concept

The District's program of insurance premium contributions will operate on a pooling basis and will be designed to deliver, to the extent feasible and as described below, full District payment of premiums for group term life, dental, long-term disability, vision and medical insurance coverage. Employees will also be able to select coverage beyond those paid by the District, with the premiums paid through payroll deductions.

The benefits offered by the District are negotiated by the District and Association. The providers will not be changed without agreement of both.

27.2 Aggregate Insurance Pool

Association members will be eligible for pooling for the months of September through August. The insurance pool contribution will be calculated at the rate of the state benefit pass-through per eligible employee per month on an FTE basis.

Family pooling options will be offered to Association members in lieu of Association pooling on an annual basis.

27.3 Eligibility

All employees employed on a contract will be eligible to participate in the District's insurance program. The District's monthly contribution per eligible employee will be based on the applicable maximum District contribution, pro-rated on an FTE basis.

27.3.1 Employees employed on a contract of .5 FTE or more will be included in the District's group term life, dental, vision and long-term disability programs and will be eligible for the medical insurance program.

27.3.1 Employees employed less than half-time (less than 1/2 FTE) will have the option of participating in the medical plan only. The employee will pay, by payroll deduction, the difference between the District's pro-rated (FTE) contribution (as may be adjusted) and the premium costs.

27.4 Compliance

27.4.1 It is the intent of the parties to comply with the limitations imposed by RCW 28A.400.200 and the State Operations Appropriation Act as it is related to expenditures for employee benefits. No provision of this section shall be interpreted or applied so as to place the District in breach of the benefit limitations imposed by state law or to subject the District to a penalty.

Plan	Coverage	Cost

27.4.2 The parties agree to abide by state laws relating to school district employee benefits.

27.5 Tax Sheltered Annuities

Employees may participate in tax sheltered annuity programs as directed by state statute.

27.6 Benefits - Employees on Approved District Leave

Employees on approved District leave who are not actively on the payroll shall have the option to continue their participation in existing benefit programs provided the premium is paid by the employee.

Article 28 Staff Protection

The District will provide all employees with insurance protection coverage while engaged in the maintenance of order and discipline and the protection of school personnel and students and the property thereof. Such insurance protection shall include, as a minimum, liability insurance covering injury to persons and property and insurance protecting those employees from loss or damage of their personal property incurred while so engaged.

Article 29 Sick Leave - Illness, Injury, Disability (Including Pregnancy and Eligible Emergencies)

- 29.1 Employees shall be entitled to eleven (11) days sick leave per year on an FTE basis, except that employees who begin employment after October 1 shall receive a pro-rated number of days, based upon the ratio of the number of full months remaining in the school year.

Employees may take sick leave in one (1) hour increments for an absence less than a half-day with a maximum impact to instructional time of two (2) hours. Employees will make a reasonable attempt to find coverage for their classroom with a minimum of 24 hours' notice, or principal approval. Employees will follow District protocol for reporting the absence. Employees must sign in and/or out in the front office. If there is a pattern of absences, the District can require a physician's note.

This provision does not exempt staff from reporting absences during their planning period and/or before and after school time.

- 29.2 Sick leave may be utilized for illness, injury, medical appointments, and pregnancy disability, including use by the mother and/or father for childbirth, adoption, or bonding.

- 29.3 When used for bonding leave, five (5) days of sick leave must be retained in the employee's sick leave bank.

- 29.4 Sick leave may be used for the employee or the employee's family. Family shall be defined as household member, child, parent, stepparent, brother, sister, grandparent, or grandchild of the employee or the employee's spouse or domestic partner.

- 29.5 Sick leave may also be used for the following special purposes:

29.5.1 In addition to the five (5) days of Bereavement Leave provided, one additional day of Bereavement Leave per year, which may be used in (1/2) half-day increments;

29.5.2 Celebration of religious holy days with documentation;

29.5.3 Eligible emergencies as defined in this Article;

29.5.4 Eligible leaves per the Family Care Act.

- 29.6 Emergency Leave

29.6.1 Emergency leaves may be taken for sudden, urgent, unusual and unforeseen occurrences or occasions requiring immediate action and not of mere convenience. Emergency leave may be taken at the employee's discretion. The Human Resources Director shall be notified by the employee as to the date and the reason for the use of emergency leave. In case of emergency, when it is not possible to notify the Human Resources Director, the

employee shall notify his/her building principal. Emergency leave under this provision shall be limited to a maximum of two (2) days per year, noncumulative.

29.6.2 Exclusions for which emergency leave may not be used include:

- a. Weddings;
- b. Graduations/ceremonies where the employee is not a direct participant;
- c. Political-related activities;
- d. Recreation-related activities;
- e. Association business;
- f. Transportation problems, including weather conditions for local travel, with the exception of an accident.

29.7 On a regular basis, the District will provide each employee with an accounting of his/her accumulated sick leave.

29.8 Sick Leave Buy-Back

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

Should the eligible employee separate from school district employment due to retirement or a death during the term of this agreement, the eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each full four (4) days accrued leave for illness or injury.

Monies received under this Article shall not be included for the purpose of computing a retirement allowance under any public retirement system in the State of Washington (RCW 28A.400.210). Each employee of a school district shall be limited for sick leave buy out purpose to a maximum earned sick leave balance of one hundred eighty (180) days (WAC 392-136-075). Should the Legislature revoke any benefits granted under this Article, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual rights.

29.9 Sick and Personal Leave Sharing

29.9.1 Employees are granted the right to donate sick or Personal Leave to come to the aid of another employee who has exhausted his/her sick or Personal Leave provisions and who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which is life threatening, or the employee has been called to service in the uniformed services as defined by RCW 41.04.665(5) and which has caused or is likely to cause the employee to take leave without pay or terminate his / her employment.

- 29.9.2 In no event may an employee transfer more sick leave than would result in his/her sick leave accumulation going below twenty -two (22) days.
- 29.9.3 An employee who has an accumulated sick leave balance of more than twenty-two (22) days may transfer a specified amount of sick leave to another employee authorized to receive leave. Such transfer request must be made in writing.
- 29.9.4 Such a transfer of leave must be made for the benefit of a designated employee and must be given voluntarily. This leave transfer may apply to any employee of the Sumner-Bonney Lake School District. The leave recipient may receive and use up to a maximum of two hundred sixty-one (261) days of shared leave during the total state employment.
- 29.9.5 Transferred days shall be deducted from the employee's sick leave accumulation and will be credited to the sick leave accumulation of the employee to whom the days were transferred.
- 29.9.6 The leave recipient shall be paid his/her regular rate of pay; however, the dollar value of the leave donated shall be ignored and the leave shall be calculated on an hour-donated and hour-received basis. The leave received shall be coded as shared leave and shall be maintained separately from all other leave balances. In the event the District determines that unused shared leave should be returned to leave donors, the District shall pro-rate the return of sick leave.
- 29.9.7 Sick leave includes leave accrued pursuant to the RCW with compensation for illness, injury and emergencies.
- 29.9.8 Employees are eligible for receiving shared sick leave when qualifications in Article 28.9.1 above are met. Application for shared leave shall be made in writing to the superintendent accompanied by a licensed physician or other authorized health care practitioner's verification.
- 29.9.9 While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
- 29.9.10 The provisions of Article 29.9 are subject to the regulations established in Chapter 392-126 WAC.

Article 30 Maternity/Paternity/Adoption Leave

- 30.1 Maternity/ Paternity/ Adoption Leave shall be defined as leave for bonding with the child.
- 30.2 An employee expecting a child shall notify the District in writing of the intent to take Maternity/Paternity/Adoption leave stating the expected dates of commencement of leave and return to employment. The employee shall give a four-week notification prior to commencement of leave unless a documented emergency determines that leave be taken sooner. Maternity/ Paternity/ Adoption Leave is applicable to each member of the Association bargaining unit for each event of childbirth or adoption.

- 30.3 For Maternity/Paternity/Adoption Leave, employees must use cumulative sick leave and Personal Leave before going on unpaid leave. Employees may use all accumulated leave as paid leave during their absences except five (5) days of sick leave.
- 30.4 Upon the request of the employee, Maternity/Paternity/Adoption Leave shall be granted up to one (1) year and upon the request of the employee may be renewed for one (1) additional year. The determination to allow use of the second year of leave shall not be unreasonably denied. This provision does not preclude the employee from using accumulated sick leave.
- 30.5 In the case of multiple leaves occurring consecutively, the employee shall be entitled, upon request, up to one (1) year for each subsequent pregnancy. The renewal period shall be at the sole discretion of the District.
- 30.6 An employee returning from Maternity/Paternity/Adoption Leave shall be placed in the position last held or in a similar position in the District and shall give the District at least two (2) weeks' notice of their intent to return to work; but in any case, such notification shall be given to the District not later than March 1 for the following year.

30.7 Washington State Paid Family and Medical Leave (PFML)

Commencing January 1, 2020, 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 within the past calendar year. Such leave shall be used consecutively with the employee's other leave entitlements unless the employee elects otherwise. Commencing January 1, 2019, the District shall pay 37 percent of the payroll premium and the employee will be responsible for 67 percent of the payroll premium 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. All other leave still may run concurrently (e.g. FMLA, sick leave).

The District and Association will review this language as the State completes the requirement in order to remain in compliance with the law.

Article 31 Bereavement Leave

- 31.1 Bereavement Leave is intended to provide time for the employee to attend to the funeral or memorial arrangements for and/ or to travel to and attend services for individuals listed in this Article.
- 31.2 A maximum of five (5) paid days per occurrence which are not deducted from sick leave and which are noncumulative shall be allowed for absences resulting from the death of an immediate family member. For purposes of Bereavement Leave, the family shall be defined as household member, child, parent, stepparent, brother, sister, grandparent, or grandchild of the employee or the employee's spouse or domestic partner.
- 31.3 One (1) day of Bereavement Leave per year, which may be used in (1/2) half-day increments, will be granted for death of an employee's close friend or relative outside of the immediate family.
- 31.4 With approval of the superintendent, employees may use emergency leave under Article 28.6.1 for necessary travel.

Article 32 Personal Leave

- 32.1 Each employee shall be allowed three (3) full days of Personal Leave per school year, days may be taken as a whole day or in half-day increments.
 - 32.1.1 Those employees who begin employment after January 1 shall be allowed one and a half (1.5) full days.
 - 32.1.2 Personal Leave shall be granted without loss of pay or benefits, provided the above conditions are met.
- 32.2 Personal days are granted on a first-come, first-served basis on the basis of time/date stamped requests.
 - 32.2.1 Employees may begin requesting personal days on April 15 for the following school year and will be notified within three weeks if the leave is granted.
 - 32.2.2 Notification for Personal Leave shall be made to the District through Human Resources at least two (2) work days in advance of the leave day. If the leave request is in excess of three (3) consecutive days, it shall be communicated to Human Resources at least two (2) weeks in advance of such a leave and is subject to the availability of an acceptable substitute. The staff member shall not be required to state the reasons for the leave.
 - 32.2.3 Personal Leave may be used to extend a holiday or vacation period provided an acceptable substitute is available.
 - 32.2.4 No more than two (2) staff members in any building (except the high schools, where the number is three [3]) shall be allowed to take Personal Leave on any one day. The District may grant one additional request in a building if there is District-wide ability to find substitutes that day.
 - 32.2.5 Because the first and last ten days of school are a special time for a school, only one employee per building per day may be granted Personal Leave during that time, with ten (10) calendar days' prior approval from Human Resources. When greater flexibility is needed for utilization of Personal Leave days, Human Resources will consider unique needs on an individual basis.
 - 32.2.6 When greater flexibility is needed for utilization of Personal Leave days, Human Resources will consider unique needs on an individual basis.
- 32.3 Personal Leave days up to three (3) may be carried over into the next year. No more than five (5) Personal Leave days may be used in one occurrence. Employees must notify the payroll office in writing by May 1 if the employee desires his/her unused personal leave days to be 1) one day be converted back to sick leave; or 2) cashed out. In the absence of communication to the District, the default for unused personal days will be rolling the maximum available (3) into the next year and cashing out any remaining days.
- 32.4 Employees may be compensated for unused personal days at a rate equal to Column 1, Step 0 per diem rate of pay for each unused Personal Leave day.

Article 33 Attendance at Meetings and Conferences

Upon written request to and approval by the superintendent or Human Resources director, employees shall be released for attendance at professional meetings (i.e., workshops, seminars, symposiums, training sessions, conferences, meetings) except those pertaining to Association-related business, unless provided for in this Agreement. Travel and per diem expenses (i.e., lodging, meals, travel, materials and registration fees) may also be granted as requested in the written request. Attendance at such approved meetings shall be with no loss of pay and the District shall provide substitute teachers as it deems necessary.

Article 34 Jury Duty and Subpoena Leave

- 34.1 Leaves of absence with pay shall be granted for jury duty. Any compensation received for jury duty performed on contracted days shall be deducted from the employee's salary. The employee shall notify the building principal when notification to serve is received.
- 34.2 Leaves of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law, where the employee and District are co-defendants.
Additionally, in situations where an employee is subpoenaed to appear as a witness in a court of law and is not a party to the lawsuit, leave with pay shall be granted when the court appearance contributes to the discharge of the employee's civic duty.

Article 35 Military Leave

- 35.1 Employees shall be granted a military leave of absence without pay when such leave is occasioned by involuntary induction into the armed services.
- 35.2 Upon return from leave, the employee shall be placed in the position last held or in a similar position in the District. Military leave of absence is construed as regular service in regard to salary increments, with a maximum of five (5) years credit allowed. Members of the Washington National Guard, the Army, Navy, Air Force, Coast Guard or Marine Reserve of the United States shall be granted military leave of absence from their assignment as per federal law. The employee shall receive his/her normal District pay and there shall be no loss of privileges, vacations, or sick leave to which he/she might be otherwise entitled.
- 35.3 If the employee is a reservist, he/she shall make every effort to fulfill his/her reserve commitments during such time when school is not in session and shall document such effort if required to fulfill a reserve commitment during such time when school is in session.

Article 36 Health Leave

Health leaves, when recommended by the employee's physician and requested in writing, shall be granted without pay or benefits to a maximum of one (1) year and renewable for one (1) additional year. Notice of intention to return to duty after a health leave must be received prior to March 1 for employment for the following school year. A physician's written statement certifying the fitness of the employee to fulfill the employee's duties must be received prior to beginning employment. An employee returning from health leave shall be placed in the position last held or in a similar position in the District.

Article 37 Sabbatical Leave

- 37.1 Sabbatical leaves for professional improvement may be granted to employees of the District for one (1) quarter, one (1) semester, or one (1) year. An employee who applies for sabbatical leave must have served in the District a minimum of five (5) consecutive years for study leave, or seven (7) consecutive years for travel leave.
- 37.2 An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving the additional required consecutive years.
- 37.3 Applicants shall submit a request for leave by March 15. Application must include an academic program or travel agenda. Notification of approval or rejection of request shall be made by April 15.
- 37.4 All applications will be reviewed by a joint committee of four (4) individuals, two (2) members appointed by the superintendent and two (2) members appointed by the Association, with final approval being made by the Board of Directors.
- 37.5 Employees who receive sabbatical leave must agree to return to the District upon expiration of their leave for at least two (2) years. If an employee does not return to the District for at least two (2) years, he/she will repay all funds received from the District during the time of the sabbatical leave on a pro-rated basis. Payment will be waived if the employee should die or become disabled while on leave or during the two (2) years following leave.
- 37.6 No more than one percent (1%) of the employees shall be granted sabbatical leave during any school year unless the District desires to grant additional leaves.
- 37.7 Sabbatical leaves shall not be granted to persons who will not be able to fulfill their two (2) year return clause because of retirement age.
- 37.8 Employees on sabbatical leave shall receive one-eighth (1/8) of an employee's salary for one quarter, one-fourth (1/4) of employee's salary for one semester, or one-half (1/2) of employee's salary for a full term of study or travel. These payments will be evenly spread over the term of the sabbatical leave on a monthly basis.
- 37.9 An employee on sabbatical leave shall be given credit for twelve (12) days sick leave during the year of leave. Employees on any type of non-paid leave other than a teacher's exchange program, shall not receive any leave benefits for the year of leave.
- 37.10 Employees on sabbatical leave shall sign a regular contract with the District and receive a pro-rated experience credit, accumulated sick leave and retirement benefits.
- 37.11 The employee, on return from sabbatical leave, shall make a report in writing to the superintendent and Board of Directors on the value and accomplishment of the sabbatical.
- 37.12 An employee returning from sabbatical leave will be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty.

Article 38 Leave of Absence Without Pay

An employee may be granted a leave of absence for one (1) year without pay or benefits for the purpose of study, travel, maternity, adoption, family care related instances, or election of Association offices which may be renewable for one (1) additional year. Upon return from leave, the employee shall be placed in the same position last held or in a position within the District for which the employee has experience/training. The employee granted leave must, in writing, inform the District by March 1, that the employee will return for the forthcoming school year. In the event the employee fails to give such notification on or before March 1, the District may assume that the employee is not available for employment for the ensuing year. A leave of absence may, at the discretion of the District, be granted for employment in another agency or institution.

Article 39 Association Leave

39.1 The District recognizes the need for members of the Association to attend as delegates or representatives to local, state and national association committee meetings, conventions, workshops and other meetings for the benefit of their Association and its members. In order to accomplish this purpose, up to forty-five (45) days leave with pay per school year shall be provided to the Association upon Association request. Excluded from the forty-five (45) days are member participation in bargaining, the resolution of grievances and for delegates to the annual PSUC Planning Retreat and WEA State Representative Assembly. Employees shall be released from regularly assigned duties under the following provisions:

- a. That such release time is requested in writing to the superintendent or designee specifying the event and dates of release requested;
- b. That the Association reimburses the District for the normal cost of any substitutes required within thirty (30) days after billing;
- c. That the written request made by the Association will normally be made at least five (5) days prior to the requested leave to give maximum advance notification to the District when release time is needed; and
- d. That at the time the request is made, the District has the capacity to provide substitute coverage. Requests for leave submitted prior to the start of the school year will be approved by the District.
- e. It is understood that the District reserves the right to place a five (5) day limitation on the total number of days (whether full-day or half-day) drawn from the forty-five (45) in this Article, authorized for release of any one individual, including the president.

39.2 Association President Release Time

The purpose of the leave is twofold: first, to improve member communication through greater access to Association leadership and second, to maximize student learning by reducing the amount of time the Association president is absent from the classroom.

39.2.1 Upon written request to the superintendent by April 1, the District may release the Association president for not less than (1/2) half-time for the school year

for which he/she is elected; provided, however, the District shall agree to a release of less than (1/2) half-time if a mutually acceptable schedule can be arranged.

- 39.2.2 The District will make all salary and other benefit payments for the release time for the president as if the president were not on release time. The Association will reimburse the District for those salary and benefit payments on a monthly basis.
- 39.2.3 The Association president shall be entitled to earn compensation from duties performed outside of the work day in a manner similar to other members of the bargaining unit.
- 39.2.4 The Association president shall be eligible to receive sick leave buy back if eligible under Article 29.8.
- 39.2.5 An employee returning from president release time will be given the same consideration for returning to the position of his/her last assignment as if he/she had been on active duty.
- 39.2.6 The Association president's part-time leave shall not diminish the service credit of the employee.

PART IV - TEACHING AND LEARNING

PLC Definition:

PLC Time/Work will focus on one or more of the following questions:

- What should students know and understand?
 - How will we know they have learned it?
 - How will we respond if they haven't?
 - How will we respond when they have learned it?
-

Article 40 Safe and Positive Learning Environment/ Student Discipline

- 40.1 It is the responsibility of the District and its administrators to maintain physical, social and emotional safety for staff and students so that student learning may be maximized. The state holds the District responsible to develop, implement, and monitor plans, systems, curricula, and programs to support that goal. Building policies shall comply with state and federal guidelines and Board Policy 3241.
- 40.2 It is the responsibility of each employee and administrator to foster and maintain a safe and inclusive learning environment that takes into account physical, social, emotional and intellectual well-being of adults and students.
- 40.3 Each building is responsible to provide annually a school improvement plan that addresses student behavior and student and adult safety, using a continuous learning cycle. This vital work will be done by each building's leadership team prior to October 1 of each school year. The student management plan must include:
- 40.3.1 Alignment with state law, board policy and student handbooks;
 - 40.3.2 Procedures for new student placement in advance of student arrival;
 - 40.3.3 All provisions of law regarding student suspension or expulsion and re-admittance;
 - 40.3.4 Clear school-wide expectations and positive guiding principles for student behavior, which are explicitly taught appropriate to the age, culture, and capability of students;
 - 40.3.5 Clear roles for staff, parents and community;
 - 40.3.6 Clearly delineated tiered consequences and resources, outlining the teacher and administrator responsibilities at each level and parent communications expected;
 - 40.3.7 A timeline for annually teaching the system to staff, students and parents;

40.3.8 Electronic systems for recording and analyzing data to use for interventions wherein staff can find information about specific discipline incidents.

40.3.9 A plan for collecting feedback and plan improvement.

40.4 The authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees, and the effectiveness of instructional time for all students is supported by the District. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional policies adopted by the Board and not inconsistent with federal or state laws or regulations such as WAC 392.400.

40.5 Any student whose behavior threatens the safety of another individual or the learning environment will be removed from the classroom. The removed student will not be returned to the classroom for the remainder of the class period or activity period or for such other period of time allowed by law and building rules without the employee's permission; or until the principal or his or her designee and the teacher, along with any appropriate specialist or administrative staff, have conferred, whichever occurs first. Said conference shall not interfere with the instructional time of students.

40.6 The principal or his/her designee shall communicate the action taken with each student referred for discipline to the employee who referred the student within two school days and prior to the return of the student to the classroom, provided the employee has followed established building procedure. All referred offenses and actions shall also be recorded in the recognized building database for the purpose of transparency, accountability, and strategic tracking for intervention/prevention strategies.

Nothing in this Article shall be construed as to conflict with the provisions of the State WACs and RCWs.

Article 41 Planning Time

The purpose and use of preparation times shall be directly related to the employee's preparation of his/her instructional responsibilities. Planning time shall be scheduled by the District and shall fall within the total work day.

41.1 Elementary Planning Time

Employees teaching preschool through elementary will have seventy-five (75) minutes individual preparation time per day, forty-five (45) of which shall be during the student day. In addition to the individual planning time, there will be a daily duty-free break of fifteen (15) minutes. Employees will not be asked to give up their break to cover recess.

On student release days, planning time will be shortened proportionate to the student day and breaks will be ten (10) minutes.

41.2 Secondary Planning Time

Secondary teachers will have sixty (60) minutes of individual preparation time during four (4) out of five (5) school days each week. On the fifth day of each week, an individual plan time will be considered to be one class period.

41.3 Exceptions to this Article are limited to the following:

41.3.1 Emergency facility or weather-caused closures (i.e., late starts/early releases, power outages, floods, or building evacuations).

41.3.2 Equitable plan time shall be provided on state testing schedules and planned (1/2) half-day releases such as culminating project presentations, furlough and building-wide parent conferences.

41.4 While the intent is to provide individual preparation time each day, alternative individual planning time schedules may be implemented for special purposes as long as:

41.4.1 Individual preparation time is achieved each week.

41.4.2 The planning time is mutually agreed to by the involved staff and building administration followed by notification to the District and the Association president.

41.5 Part-time employees will receive preparation time on a pro-rated (FTE) basis.

Article 42 Staff Development

42.1 The District, at its discretion, may provide for and fund college credit programs during the school year and summer designed to meet certification requirements, degree programs and the professional growth and development program of the District. Employees enrolling for such courses may be provided release time and/or early dismissal when necessary to attend classes and carry out specific assignments.

42.2 The District, at its discretion, may assume the costs associated with maintaining special certification above and beyond regular state certification. This program may specifically include courses for:

- a. Obtaining post-graduate degrees (master's, doctorate, post-doctorate);
- b. Obtaining the fifth year of study;
- c. Obtaining vocational certificates;
- d. Meeting and furthering district goals in the outline for professional growth and development program.

42.3 A staff development committee will be established to make recommendations to the District regarding staff development needs.

- 42.3.1 The committee will include certificated staff member(s) from each building and Special Services.
- 42.3.2 The committee shall meet on an as-needed basis.
- 42.3.3 At the committee's recommendation, a survey of the employees shall be conducted to determine course needs.
- 42.4 To support change in teaching practice, staff development will be tailored to reflect best practice in teaching and learning. The parties acknowledge that implementing new teaching strategies takes time. Professional development will include content delivery and subsequent follow-up time for collaborating, planning for implementation, and identifying ways in which the new teaching strategies could impact student learning.
- 42.5 In the event major organizational and curricular changes occur in the District, the District shall provide funds necessary for the training and preparation of employees for such changes. A curriculum stipend will be provided for training that the District requests if the training occurs outside of the work day.
- 42.6 If a significant number of employees request that a specific course be established, the District may arrange to provide the requested course.
- 42.7 National Board Certification

The District believes in the National Board process and in supporting our National Board candidates. In the years the Sumner-Bonney Lake School District has offered support to our candidates, we have found the most high-impact resources to be a district facilitator and small facilitation support group; and WEA's Jump Start program.

 - 42.7.1 The District will support candidates by providing a trained facilitator and small support group during the year of candidacy. The District will also provide facilitated support for retake candidates. The Sumner-Bonney Lake School District, as a Washington Initiative Partner, can offer support to candidates with its own trained facilitators. Attendance at the support group meetings is mandatory for component sessions related to the current year's assessment in order to receive district support.
 - 42.7.2 The District will pay the registration fee for all interested District candidates in WEA's Jump Start summer program and Home Stretch seminar if WEA offers these workshops.
 - 42.7.3 The District will pay \$50 (fifty) towards the registration fee for teacher candidates seeking their NBCT renewal.
 - 42.7.4 In addition, the District will support each candidate by funding the candidate's purchase of the first component (\$475). After the first Component has been paid for a candidate is eligible for the state loan for the remaining components.
 - 42.7.5 The \$475 fee for the first Component will be returned to the District through payroll deduction if a candidate decided to drop out of the process before the portfolio is mailed. Failure to participate in the mandatory facilitation

support group will mean returning the \$475 payment. In the case of hardship, the district will accept repayment spread out up to three months.

42.7.6 The District agrees to disseminate Stipends for NBCTs with the next available pay period after receiving state funds.

42.7.7 The District will provide 1 (one) day of substitute coverage for the District's candidate's assessment center date.

42.8 ESA National Board Certification

42.8.1 An annual stipend of \$2500 (two thousand five hundred) will be provided to any audiologist, nurse, OT/PT, speech language pathologist, behavior and family support specialist or school psychologist who has achieved National Board Certification in their specific area of expertise. The annual stipend will be available while the National Board Certificate remains valid. This stipend will be paid in ten (10) equal payments November through August and prorated if hired after the contract year starts.

42.8.2 Verification will be provided to the Human Resource Office no later than October 1st to qualify for payment during the school year.

42.8.3 In the event that the legislature provides stipends for employees in these categories, this section will no longer apply:
Audiologist/Speech Language Pathologist Certificate of Clinical Competence, Nurse Natl. Certification of School Nursing, Occupational/Physical Therapist Natl. Board Certification, School Psychologist Natl. Certified School Psychologist.

42.8.4 In the event a new ESA classification is added by the District, the Association and the District will meet to determine if the classification has a national certification beyond minimum licensing requirements. If such certification exists, the CBA will be modified to include a stipend in the same amount for the added job classification. Should the Certificated National Board Certification stipend be discontinued or reduced, a corresponding change will be made to the ESA National Board Certification stipend.

42.9 New Teachers

The Association and the District have a shared interest in supporting new or provisional teachers by protecting their time and assuring that their assignment is appropriate to their novice status.

42.9.1 The Association will support the District in assuring that there will be no pressure to advise clubs, coach, serve on committees or be the Association representative. New employees will not be prevented from choosing to take on additional responsibilities, but the guiding culture will encourage new employees to work on their professional practice and professional certification.

- 42.9.2 New employees will be given priority in teaching assignment and room assignment.
- 42.9.3 New employees at the secondary level will be assigned to no more than three (3) different course preparations, if at all possible.
- 42.9.4 New employees, where possible, will not be assigned to elementary splits. Veteran employees teaching a split class for the first time will be supported from a menu of curriculum support including, but not limited to, working with other split teachers for planning and logistical support.
- 42.9.5 A menu of curriculum support will be available from which the new employee or the veteran employee new to a content area or grade level will determine a plan of support. This menu will include, but is not limited to, access to a TOSA, release time and training opportunities relevant to the teaching assignment.

Article 43 Establishment of a Mentor Teacher Program

The Teacher Mentor Program is designed to meet the needs of teachers through orientation and induction in August, regular classroom visits, one-on-one mentoring, ongoing training, and group meetings to address the beginning educator needs.

- 43.1 Participation in the Mentor Program is expected for educators new to the teaching profession. Differentiated supports will be provided by the Mentor Program to meet the diverse needs of the educator. A new educator will have the ability to exit the program by demonstrating proficiency in their professional and instructional practices.
- 43.2 Compensation will be provided for activities occurring outside the workday.
- 43.3 Materials/records/documents expressly developed as a result of the new educator's participation in the Mentor Teacher Program shall be the property of the certificated staff member participating in the program and shall not be retained in the employee's personnel file or used by the District in its formal evaluation without mutual consent.
- 43.4 Mentor Teachers will be selected by Instructional Services with input from a Joint SEA/SSD committee composed of administrators/designees, the SEA President/designee and teacher representatives. Mentor Teachers positions will reflect the support need.
- 43.5 Desirable qualifications for Mentor Teachers include: Five or more years of successful classroom experience; Outstanding classroom teaching ability; National Board Certification.
- 43.6 Mentor Teachers will serve for four years with the ability to reapply to continue service in a Mentor Teacher role. A term of service may be shortened by mutual agreement or if warranted.
- 43.7 At the end of the Mentor Teacher service, the employee will return to a similar position his/her certification/endorsement/s qualifies him/her to fill, with effort being made to return the teacher to his/her building of choice.

- 43.8 No Mentor Teacher will be involved in the evaluation of another SEA member. Mentor teachers are expected to maintain confidentiality with regard to their workings with teachers.
- 43.9 Mentor Teachers will be supported with professional development and training to prepare them for their roles and responsibilities.
- 43.10 Mentor Teachers will be evaluated on their performance per the ESA evaluation requirements of the SEA/SSD Collective Bargaining Agreement.
- 43.11 A Joint SEA/SSE Mentor Teacher Program Advisory Committee (MTPAC) will meet quarterly or as needed to review and make recommendations to Instructional Services on expansion and/or refinement of the program.

Article 44 Employee/Community Boundaries

While many constituents need the opportunity to communicate with employees and students, the District needs to protect instructional time and employee work time.

- 44.1 The employee must be notified by the principal and have a mutual agreement before any classroom visits by patrons. Employee approval will not be unreasonably withheld.
- 44.2 The employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
- 44.3 As part of the school improvement plan process, each building will develop processes and procedures that honor equal distribution and minimizing of interruptions to instructional time such as parent and administrative interruptions, scheduled drills, extracurricular events, and student-to -student communications.
- 44.4 Procedures developed for the protection of instructional time shall be published and clarified with staff, students and parents by October 1 of each school year.

Article 45 Class Size

The District and Association recognize that class-size and work-load limits should be applied for the purpose of maximizing student learning opportunities. In order to obtain an optimum learning and teaching environment, students will be assigned to classes as equitably as possible.

45.1 Elementary Class Size Limits

Full-time Kindergarten	24 students
Grades 1 and 2	26 students
Grades 3 and 4	28 students
Grade 5	30 students
Splits (Combinations)	2 students fewer than the lower grade taught

The District will endeavor to meet state class size numbers:

	<u>Poverty</u>	<u>Non</u>
Kindergarten	17	21
Grade 1	17	21
Grade 2	18	22
Grade 3	21	22

45.1.1 Elementary PE/Music

Elementary physical education and music specialists shall be limited to a weekly average of 5.5 hours of classroom instruction per day when assigned to one building. When traveling between buildings, the assignment will reflect consideration of distance and travel time.

45.1.2 Elementary class sizes will be monitored on the second Friday of the school year. If class-size limits are not met, the remedy mentioned in this article shall apply. Class sizes will be monitored again on October 1 and para-educator staffing will be increased if necessary to meet state formula.

45.1.3 The District commits to using para-educators in the classrooms as much as possible from the first day of school, staffed per state formula as entered on the OSPI web site. The principal will consult with the Building Leadership Team before the end of each school year in order to plan para-educator assignments for the following year. Para-educators will be assigned based on class size, readiness of kindergarten students to learn, placement of students with significant behavior issues, placement of students with IEPs, number of English Language Learners and other factors that make teaching challenging. Additional para-educators will still be supplied by funding from Title, Lap, Special Education and ELL.

45.1.4 Exceptions to Class Size Limits

The District and Association agree that in a few circumstances each year, it may be in the best interest of students and/ or teachers to exceed class-size limits with remedies. Examples include avoiding split classes and avoiding bussing students. In those cases, the remediation in this Article shall apply.

45.2 Secondary Class Size

45.2.1 Total secondary class load per teacher shall not exceed one hundred fifty (150) students in any school day and no single class shall exceed thirty-two (32). Band and choir may be exceptions to these class size limits except where safety is a concern. Physical Education will have a class size limit of 38 per period for Secondary Fitness.

45.2.2 Secondary class sizes will be monitored on the ninth school day of each semester or trimester during the school year. If it is determined that an employee's total class size or single class size exceeds the limit during the monitoring, students will be transferred from that employee's student list until

the class size is in compliance with this Article.

- 45.3 Should any teaching station be limited by size, availability of student stations and/or safety considerations, the building staff and administration shall jointly determine the maximum student capacity for that teaching station.

45.4 Remedies

- 45.4.1 It is recognized by the District and Association that remedies are not to be used with frequency and not to be used as a tool in staffing.

- 45.4.2 Notwithstanding any other provision in this Article, the District and Association agree that nothing should restrict building staff and administration from the flexibility needed to seek alternatives to class size limits.

- 45.4.3 In such cases where class limits need to be exceeded, the remedy will be to compensate elementary teachers with \$20 per student per day (\$100 per student per week). Specialists will each be paid \$3.00 per 45-minute overload session per student per week. Secondary teachers will be compensated \$20 per class period per student per week (or the daily equivalent if it is not a full work week). Either party may request Association representation in this process. The District will track and process overload documentation.

45.5 Special Education Staff Caseload

The District and Association have agreed on Special Education Staff Caseload limits and remediation. This document can be found as (Appendix C).

45.6 Double Levy Failure

In the event of a double levy failure, class size language will be set aside until the next successful levy passage becomes effective. The parties agree that an interim bargaining of class size for the duration of the double levy failure shall occur when such a request is made.

Article 46 Teacher Leader

- 46.1 The District shall develop the job descriptions for a teacher leader according to District policy, Statute and the agreement and consistent with the definition of employee as defined Chapter 41 RCW.
- 46.2 The Association will review the Teacher Leader Model annually. The Association will be given the opportunity to provide input to the District.
- 46.3 By June 5 of the school year, the building principal shall choose teacher leaders in his/her building for the following school year, as follows:
 - a. Elementary/Middle School/High School Instructional Team Leader
 - b. Literacy Support Leader
 - c. Math Support Leader
 - d. Science Support Leader
 - e. Instructional Technology Coordinator
 - f. High School Department Coordinator
 - g. Middle School Grade Level Coordinator
 - h. District Math Leader
 - 1. District Team Leader

Article 47 Certificated Staff Evaluation (Teachers and Other Non-Administrative Personnel)

TPEP Requirements:

Certificated classroom teachers on the **TPEP Evaluation** system only need to complete the following required documents:

1. Student Growth Setting Prompts in eVAL
 2. Pre-Observation Conference prompts in eVAL - target: 30 minutes
 3. Post Observation Reflection Prompts in eVAL (includes self-assessment) - target: 45 minutes
 4. Student Growth Goal Final Analysis and Summary prompts in eVAL
 5. Document to track student progress toward student growth goals
 6. Domain 4 for non-artifact evidence added in eVAL
-

47.1 General

Certificated classroom teachers and certificated support personnel holding non-administrative positions (collectively referred to as "employees" herein) shall be evaluated during each school year in accordance with the procedures and criteria set forth herein.

47.1.1 Classroom Teacher Defined

The Comprehensive and Focused evaluation system only applies to classroom teachers, specifically those staff who provide academically focused instruction to students who hold one or more of the qualified certificate in accordance with WAC 392.191A.030.

47.1.2 Non-Classroom Teacher Defined:

The term "classroom teacher" does not include TOSA, OT, PT, SLP, Psychologist, Counselors, and other bargaining unit members who do not provide academically focused instruction to students. Those employees will be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth in (Appendix D).

47.2 Professional Development

47.2.1 The District / Designee will provide professional development on the instructional framework, the evaluative rubric and process.

47.2.2 Before evaluating classroom teachers, principals and administrators will engage in professional development designed to implement the revised systems and maximize rater agreement as required by RCW 28A.405.130.

47.3 Instructional Framework

Classroom teachers shall be evaluated using the eight State Criteria under the Danielson Framework for Teaching. Classroom teachers shall be evaluated using the Danielson Framework for Teaching, as modified and approved by the Office of the Superintendent of Public Instruction (OSPI) and as posted on the OSPI website.

47.4 Evaluation Criteria:

The evaluative criteria for classroom teachers must contain as a minimum the criteria established by the superintendent of public instruction. These criteria shall be revised upon any revisions made by OSPI. The minimum criteria shall include:

- a. Centering instruction on high expectations for student achievement;
- b. Demonstrating effective teaching practices;
- c. Recognizing individual student learning needs and developing strategies to address those needs;
- d. Providing clear and intentional focus on subject matter content and curriculum;
- e. Fostering and managing a safe, positive learning environment;
- f. Using multiple student data elements to modify instruction and improve student learning;
- g. Communicating and collaborating with parents and the school community; and
- h. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Non-classroom teachers shall be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth in (Appendix F).

47.5 Responsibility for Evaluation

47.5.1 Within each school/program, an administrator shall be responsible for the evaluation of employees assigned to that school. The administrative organization plan of the school district shall be used to determine lines of responsibility for evaluation of an employee who is not regularly assigned to

any school, or who may be assigned to a special program (i.e., Special Services).

47.5.2 An employee assigned to more than one school shall be evaluated by the principal/assistant principal from the school designated as the individual's home school. Administrators responsible for the supervision of itinerant staff will do a minimum of two (2) observations of the itinerant teacher. Administrators, other than the home school administrator, will, if requested in writing no later than the mid-year conference, write an evaluation narrative which will be attached to the annual evaluation provided the building assignment is .2 FTE or more.

47.5.3 In the event an employee goes on leave or resigns prior to May 15, a final evaluation shall be completed whenever possible.

47.6 Changing from Focused to Comprehensive:

A classroom teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the employee, or at the direction of the employee's evaluator. Such request or direction must be received prior to December 15. When a teacher is transferred from a focused evaluation to a comprehensive evaluation, all of the procedures identified for the comprehensive evaluation must be completed.

Article 48 Comprehensive Evaluation

48.1 Teachers Required to be on Comprehensive:

All classroom teachers shall receive a comprehensive summative evaluation at least once every four years. The following categories of classroom teachers must receive an annual comprehensive summative evaluation: Classroom teachers who are provisional and any classroom teacher who received a comprehensive summative evaluation performance rating of Unsatisfactory or Basic in the previous school year.

48.2 Definition of Comprehensive Evaluation

A comprehensive summative evaluation assesses all eight state evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating according to the scoring requirements determined by OSPI.

48.3 Self Rating:

The employee completes a self-rating of their performance after each Formal Observation for the components related to the observation and prior to the Final Evaluation Conference with their evaluator. Sharing the self-rating is optional, but encouraged.

48.4 Goal Setting

Prior to the end of October, the classroom teacher and evaluator shall discuss and collaboratively establish student growth measures and student growth goals to be used for the year. The classroom teacher and evaluator shall collaborate in identifying and documenting Student Growth Goals 3.1, 6.1 and 8.1 on or before the first pre-observation conference. Student Growth Goals 3.1, 6.1 and 8.1 may be "nested". The goal for Student Growth Goal 6.1 and 8.1 may be the same goal.

48.5 Gathering of Evidence

Evaluators should assume all teachers are proficient in each scoring criteria. If both the classroom teacher and evaluator agree on the score for a criterion, no evidence, other than observation notes, is required to be submitted for that criterion. If at the mid-year conference there is a disagreement on a scoring criterion, it is the responsibility of the classroom teacher and evaluator to provide evidence to prove otherwise.

48.5.1 Evidence is observed practice, products or results of the classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the classroom teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence shall include artifacts produced or resulting from the normal course of professional performance during the school year.

48.5.2 The classroom teacher shall be advised in writing not more than ten (10) working days after an evaluator obtains evidence of which the classroom teacher would otherwise not be aware and might adversely affect their evaluation. In the event either the supervisor of the employee is absent from place of employment, this requirement shall not take effect until the absent party returns.

48.5.3 Student input may be included in the evaluation process if agreed upon by both the administrator(s) and classroom teacher, and if relevant to the evaluation process.

48.6 Observations: The term "observations" as used herein considers the actual on-site observation(s) of the employee's normal duties according to the adopted criteria.

48.6.1 During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties for a minimum of sixty (60) minutes.

48.6.2 At least one (1) of the required observations shall be made between the beginning of school and February 1.

48.6.3 An employee in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than ninety (90) minutes.

- 48.6.4 Employees new to the District shall be observed at least once for a total observation time of at least thirty (30) minutes during the first ninety (90) calendar days of their employment period.
 - 48.6.5 The evaluator or teacher may initiate additional informal, unscheduled observations above and beyond these formal observations, with or without pre- and post-observation conferences.
 - 48.6.6 A series of observations conducted within a period of fifteen (15) working days, to observe a variety of teaching strategies, may be considered to be a single observation for documentation purposes.
 - 48.6.7 An observation may include activities that take place outside the classroom or school day.
 - 48.6.8 The evaluator shall promptly document in writing each observation and shall provide the employee with a copy within ten (10) working days after the observation was performed. When the ten (10) day provision cannot be met due to extenuating circumstances, the evaluator or administrator shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay.
 - 48.6.9 The employee shall sign the District's copy of the formal observation report to indicate that he/she has seen the report and has been given a copy. The employee's signature on the formal observation report does not imply agreement with the contents.
 - 48.6.10 All observations shall be conducted openly. The use of mechanical and/or electronic devices which enable a person to listen to, or record classroom procedures shall not be allowed for the purpose of observation/ evaluation, without mutual consent of both parties.
- 48.7 Pre-Observation and Post-Observation Conferencing:
- Formal observations during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference.
- 48.7.1 The purpose of the pre-observation conference is to discuss matters such as the employee's student growth goals, the professional activities to be observed, the content, objectives, and strategies of the lesson, the length of the observation and possible observable evidence to meet the scoring criteria.
 - 48.7.2 The pre-observation conference will occur within five (5) school days of the observation unless there are extenuating circumstances discussed by the classroom teacher and evaluator and the conference is rescheduled to a specific date. The district pre-observation conference questions will be used to guide or focus the discussion at the pre-observation conference;

employees are expected to complete the form prior to the pre-observation conference.

- 48.7.3 In the event an observation is canceled following a completed pre-observation conference, a make-up pre-observation conference will not be required. The employee and evaluator will communicate any updated information to prepare for the rescheduled observation.
- 48.7.4 The purpose of the post-observation conference is to review the evaluator's and employee's evidence related to the scoring criteria and the instructional framework rubric, and to discuss opportunities for growth. The employee or evaluator may provide additional evidence to aid in the assessment of the employee's professional performance including, but not limited to, evidence related to those criteria not observed in the classroom.
- 48.7.5 The post-observation conference will occur within five (5) school days of the observation unless there are extenuating circumstances discussed by the employee and evaluator and the conference is rescheduled to a specific date. The evaluator shall provide the employee with a copy of the final written observation report within *five* (5) school days after such report is prepared.
- 48.7.6 It is recommended one or more post-observation conferences be held in the employee's classroom.

48.8 Mid - Year Conference:

The evaluator shall meet with the classroom teacher on a Comprehensive evaluation for a mid-year conference to be held no later than the end of February. The purpose of the meeting will include but is not limited to:

- 48.8.1 To discuss the classroom teacher's progress toward goal/s set in the Fall;
- 48.8.2 To discuss the classroom teacher's progress toward establishing student growth goals and evidence of student progress toward meeting those goals;
- 48.8.3 To discuss areas of strength and areas of growth for the classroom teacher relevant to the 8 criteria and component scoring to date.
- 48.8.4 To develop plans for observations the remainder of the year.

48.9 Final Evaluation Conference:

- 48.9.1. The employee and evaluator shall hold a Final Evaluation Conference no later than May 15.
- 48.9.2. At the conference, each criterion shall be rated collaboratively based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the classroom teacher's performance. If there is a disagreement between the evaluator and the employee regarding the rating, the parties shall have (three) 3 working days to submit additional evidence, unless otherwise agreed upon to extend up to (five) 5 school days. A conference will be held upon submittal of additional evidence. The final decision is the responsibility of the evaluator.

48.9.3 The employee shall have the opportunity to submit and attach any additional comments to the final record of the evaluation prior to June 1st.

48.9.4 The employee will sign two copies of the Final Summative Evaluation Report. The signature of the employee does not imply that the employee agrees with its contents.

48.10 Overall Summative Performance Rating:

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

- 29-32- Distinguished
- 22-28- Proficient
- 15-21-Basic
- 8-14-Unsatisfactory

48.11 Student Growth Measures:

48.11.1 Student growth data must be a substantial factor in evaluating the summative performance of certificated classroom teachers as directed, required, and defined by the Office of the Superintendent of Public Instruction. As used in this subsection, "student growth" means the change in student achievement between two points in time.

48.11.2 Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as Student Growth 3.1, 3.2, 6.1, 6.2, and 8.1. For a comprehensive evaluation, evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the following scores:

- 18-20 - High
- 13-17 - Average
- 5-12- Low

A student growth score of "1" in any of the rubric rows will result in an overall low student growth impact rating.

48.11.3 Student growth data will be taken from multiple sources identified collaboratively by the classroom teacher and evaluator, and must be appropriate and relevant to the teacher's assignment.

48.11.4 Student growth data may include formative and summative assessment data. The evaluator's determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, and state-based tools.

- 48.11.5 Student growth data elements may include the classroom teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
- 48.11.6 Student growth data elements may also include the classroom teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
- 48.11.7 A classroom teacher who receives a 4 - Distinguished preliminary summative score and a Low student growth score will receive an overall 3 - Proficient rating.
- 48.11.8 If a classroom teacher receives a Low student growth score, the teacher and evaluator will mutually agree to engage in one of the student growth inquiries required by law (WAC 392-191A-100):
- a. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices and/or;
 - b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; attendance; extent to which curriculum, standards, and assessments are aligned and/or;
 - 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 instructional areas in need of attention; best practices related to student growth data collection and interpretations and/or;
 - d. Create and implement a professional development plan to address student growth areas.
- 48.11.9 The evaluations of certificated classroom teachers with a preliminary rating of unsatisfactory and high student growth will be reviewed by the evaluator's supervisor.

Article 49 Focused Evaluation

- 49.1 The score/rating from the last completed Comprehensive evaluation, provided the rating was either Proficient or Distinguished, will be used during the period a classroom teacher is on a Focused evaluation until returning to a Comprehensive Evaluation.

Classroom Teachers on Focused: In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient or Distinguished in the previous school year may request to complete a focused evaluation.

- 49.2 Definition of Focused:

A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating. The selected criteria must be approved by the classroom teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of classroom teachers may, but shall not be

required to, focus on the same evaluation criteria and share professional growth activities as part of a collaborative process. Classroom teachers can be observed and evaluated as part of that collaborative team process.

49.3 Self Rating:

The employee completes a self-rating of their performance after each Formal Observation for the components related to the observation and prior to the Final Evaluation Conference with their evaluator. Sharing the self-rating is optional, but encouraged.

49.4 Goal Setting:

Prior to the end of October, the classroom teacher and evaluator shall discuss possibilities and ideas for student growth measures and student growth goals to be used for the year. If criterion 3, 6 or 8 is selected for the focused evaluation, the classroom teacher shall set a corresponding student growth goals for 3.1 and 3.2, 6.1 and 6.2 or 8.1 respectively. If criterion 1, 2, 4, 5, or 7 is selected, the classroom teacher shall choose to set a student growth goal for 3.1 and 3.2 or 6.1 and 6.2.

49.5 Gathering of Evidence:

Evaluators should assume all teachers are proficient in each scoring criteria. If both the classroom teacher and evaluator agree on the score for a criterion, no evidence other than observation notes is required to be submitted for that criterion. When there is a disagreement on a scoring criterion, it is the responsibility of the classroom teacher and evaluator to provide evidence to prove otherwise.

49.5.1 Evidence is observed practice, products or results of the classroom teacher's work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Both the classroom teacher and the evaluator shall contribute evidence to the overall assessment of professional performance. Evidence may include artifacts produced or resulting from the normal course of professional performance during the school year.

49.5.2 The classroom teacher shall be advised in writing ten (10) working days after an evaluator obtains evidence of which the teacher would otherwise not be aware. In the event either the supervisor of the employee is absent from place of employment, this requirement shall not take effect until the absent party returns.

49.5.3 Student input may be included in the evaluation process if agreed upon by both the administrator(s) and classroom teacher, and if relevant to the evaluation process.

49.6 Observations: The term observations as used herein considers the actual on-site observations(s) of the employee's normal duties according to the adopted criteria.

49.6.1 During each school year all classroom teachers shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties for a minimum total of sixty (60) minutes.

49.6.2 The evaluator or teacher may initiate formal and/or informal observations and unscheduled observations.

49.6.3 The classroom teacher may be observed as part of a collaborative team.

49.6.4. A series of observations conducted within a period of fifteen (15) working days, to observe a variety of teaching strategies, may be considered to be a single observation for documentation purposes.

49.6.5 An observation may include activities that take place outside the classroom or school day.

49.6.6. The evaluator shall promptly document in writing each observation and shall provide the employee with a copy within five (5) working days after the observation was performed. When the five (5) day provision cannot be met due to extenuating circumstances, the supervisor shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay.

49.6.7 The employee shall sign the District's copy of the observation report to indicate that he/she has seen the report and has been given a copy. The employee's signature on the observation report does not imply agreement with the contents.

49.6.8 All observations shall be conducted openly. The use of mechanical and/or electronic devices which enable a person to listen to, or record classroom procedures shall not be allowed of the purpose of observation/evaluation, without mutual consent of both parties.

49.7 Pre-Observation and Post-Observation Conferencing:

Observations during the year shall include the entire observation cycle of a pre-observation/planning conference, a classroom observation, and a post-observation conference. For the second observation of the year, the post-observation conference may be waived by mutual agreement. For any observation, when there is no post- observation conference, any concerns of the evaluator shall be communicated in writing to the employee in a timely manner. Either party may request a post- observation conference.

49.8 Mid-Year Conference:

The mid-year conference for a classroom teacher on a Focused evaluation may be waived by mutual agreement of the employee and evaluator. If held, the evaluator will meet with the classroom teacher for a mid-year conference, no later than the end of February, for the purpose that includes, but is not limited to:

49.9.1 To discuss the classroom teacher's progress toward goals set in the Fall;

49.9.2 To discuss the classroom teacher's progress toward establishing student growth goals and evidence of student progress toward meeting those goals;

49.9.3 To discuss areas of strength and areas of growth for the classroom teacher;

49.9.4 To develop plans for observations the remainder of the year.

49.10 Final Evaluation Conference:

- 49.10.1 The classroom teacher and evaluator shall hold a Final Evaluation Conference not later than May 15.
- 49.10.2 At the conference, each selected criterion shall be rated collaboratively, based on the components in that criterion using a preponderance of the evidence. This analysis will be based on a holistic assessment of the classroom teacher's performance. If there is a disagreement between the evaluator and the employee regarding the rating, the parties shall have (three) 3 working days to submit additional evidence, unless otherwise agreed upon to extend up to (five) 5 school days. A conference will be held upon submittal of additional evidence. The final decision is the responsibility of the evaluator.
- 49.10.3 The employee shall have the opportunity to submit and attach any additional comments to the final record of the evaluation prior to June 1st.
- 49.10.4 The employee will sign two copies of the Final Summative Evaluation Report. The signature of the employee does not imply that the employee agrees with its contents.

49.11 Overall Focused Performance Rating

A classroom teacher shall receive a Focused Performance Rating of either Proficient (3) or Distinguished (4) based upon the preponderance of the evidence as it relates to the selected criterion. By definition the Focused Performance Rating is an evaluative statement about the classroom teacher's comprehensive performance based upon the pre-determined evidence that the classroom teacher has already been deemed overall Proficient or Distinguished. A classroom teacher on the Focused Evaluation will not be deemed less than proficient.

49.12 Student Growth Measures

- 49.12.1 The focused evaluation will include the student growth rubrics of the selected criterion. If criterion 3, 6 or 8 are 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, as selected by the teacher.
- 49.12.2 Student growth data will be taken from multiple sources identified collaboratively by the teacher and evaluator, and must be appropriate and relevant to the classroom teacher's assignment.
- 49.12.3 Student growth data may include formative and summative assessment data. The evaluator's determination of proficiency level ratings must be based on multiple measures that can include classroom-based, school-based, and state-based tools.
- 49.12.4 Student growth data elements may include the classroom teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate.
- 49.12.5 Student growth data elements may also include the classroom teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.

Article 50 Non-Classroom Teacher Evaluation

50.1 Non-Classroom Teacher Defined:

The term "classroom teacher" does not include TOSA, OT, PT, SLP, Psychologist, Counselors, and other bargaining unit members who do not provide academically focused instruction to students. Those employees will be evaluated in accordance with the criteria appropriate to the employee's position, which criteria are set forth in (Appendix F).

50.2 Self-reflection:

When available, the employee will complete a self-reflection of their performance prior to the end of each school year. Sharing the results of the self-reflection with the employee's evaluator is optional.

50.3 Goal Setting:

Prior to the end of October, the employee and evaluator shall discuss and collaboratively establish professional goal/s for the year.

50.4 Observations: The term "observations" as used herein considers the actual on site observation(s) of the employee's normal duties according to the adopted criteria (Appendix D)

50.4.1 During each school year all employees shall be observed for the purposes of evaluation at least twice in the performance of their assigned duties for a minimum total of sixty (60) minutes.

50.4.2 The evaluator or non-classroom teacher may initiate formal and/or informal observations and unscheduled observations.

50.4.3 The employee may be observed as part of a collaborative team.

50.4.4 A series of observations conducted within a period of fifteen (15) working days may be considered to be a single observation for documentation purposes.

50.4.5 The evaluator shall promptly document in writing each observation and shall provide the employee with a copy thereof within five (5) working days after the observation was performed. When the five (5) day provision cannot be met due to exigencies, the supervisor shall set a date as soon thereafter as possible and inform the employee of the date and the reason for the delay.

50.4.6 The employee shall sign the District's copy of the observation report to indicate that he/she has seen the report and has been given a copy thereof. The employee's signature on the observation report does not necessarily imply agreement with the contents thereof.

50.5 Pre-Observation and Post-Observation Conferencing:

Observations during the year shall include the entire observation cycle of a pre-observation/planning conference, an observation, and a post-observation conference. For the second observation of the year, the post-observation conference may be waived by mutual agreement. For any observation, when there is no post- observation conference, any concerns of the evaluator shall be communicated in writing to the employee in a timely manner. Either party may request a post- observation conference.

50.6 Mid-Year Conference:

The mid-year conference for a non-classroom teacher may be waived by mutual agreement of the employee and evaluator. If held, the evaluator will meet with the employee for a mid-year conference, no later than the end of February, for the purposes that include, but are not limited to:

- 50.6.1 To discuss the employee's progress toward goal/s set in the Fall;
- 50.6.2 To discuss areas of strength and areas of growth for the employee;
- 50.6.3 To develop plans for observations the remainder of the year.

50.7 Final Evaluation Conference:

- 50.7.1 The employee and evaluator shall hold a Final Evaluation Conference not later than May 15.
- 50.7.2 At the conference, criterion shall be rated using a preponderance of the evidence. This analysis will be based on a holistic assessment of the employee's performance. If there is a disagreement between the evaluator and the employee regarding the rating, the parties shall have (three) 3 working days to submit additional evidence, unless otherwise agreed upon to extend up to (five) 5 school days. A conference will be held upon submittal of additional evidence. The final decision is the responsibility of the evaluator.
- 50.7.3 The employee shall have the opportunity to submit and attach any additional comments to the final record of the evaluation prior to June 1st
- 50.7.4 The employee will sign two copies of the Final Summative Evaluation Report. The signature of the employee does not imply that the employee agrees with its contents.

Article 51 Support for Basic and Unsatisfactory Ratings

- 51.1 The Association President will be notified by Human Resources when any employee is judged below an overall summative score of three (3) Proficient or unsatisfactory, prior to the end of the school year.
- 51.2 When a classroom teacher with more than five (5) years of experience receives a summative evaluation score below three (3) Proficient, the classroom teacher must be formally observed before October 15 the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a structured support plan including opportunities for facilitated professional growth will be completed prior to completion of the comprehensive evaluation. This support plan can include but is not limited to:
 - 51.2.1 Ensuring the classroom teacher's class size does not exceed trigger;
 - 51.1.1 Limit a secondary classroom teacher to no more than two (2) subject area preparations;
 - 51.1.2 Opportunities to observe instruction with a mentor and/or peer coach;
 - 51.1.3 Mentor/peer coaching, instructional resources, and District or ESD staff development courses. The District will provide and pay for any required in- service training and any required mentor (RCW 28A.405.140).

Article 52 Provisional Employees

- 52.1 The Association and the District are equally committed to the success of provisional employees. The parties agree to the following:
- 52.1.1 Performance concerns shall be addressed with the employee when concerns of deficiencies are initially identified.
 - 52.1.2 Notice of provisional employees with performance concerns will be shared with the Association President as the information becomes available.
 - 52.1.3 Appropriate and reasonable forms of assistance and/or coaching shall be offered to the employee.
 - 52.1.4 Employees are expected to be responsive to improvement needs and to demonstrate initiative in seeking and accessing assistance.
 - 52.1.5 A second year provisional employee who scores a rating of Proficient (3) or Distinguished (4) may be granted continuing contract status beginning their third year of employment.

Article 53 Probation

- 53.1 At any time after October 15, an employee whose work is judged not satisfactory based on the summative scoring criteria shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.
- 53.2 An Employee will be place on Probation When:
- 53.2.1 An Unsatisfactory performance rating has been determined. or
A continuing contract classroom teacher under RCW 28A.405.210 with more than five (5) years of teaching experience whose comprehensive summative evaluation score is below three (3) Proficient for two (2) consecutive years or for two (2) years within a consecutive three (3) year time period shall also be placed on probation.
 - 51.1.4 Limit a secondary classroom teacher to no more than two (2) subject area preparations;
 - 51.1.5 Opportunities to observe instruction with a mentor and/or peer coach;
 - 51.1.6 Mentor/peer coaching, instructional resources, and District or ESD staff development courses. The District will provide and pay for any required in- service training and any required mentor (RCW 28A.405.140).

53.3 Classroom Teachers

Classroom Teachers may only be placed on probation based on the overall summative score for the Comprehensive evaluation system described above.

53.4 Non-Classroom Teachers

Non-classroom Teacher may only be placed upon probation based upon the evaluation criteria for the employee's position and is identified as unsatisfactory.

53.5 Outside of Endorsements

Classroom teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to nonrenewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments.

53.6 Evaluator Report to Superintendent

In the event that a principal or other supervisor determines on the basis of the evaluation criteria that the performance of an employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the superintendent at any time after October 15. The report shall include the following:

53.6.1 Specific areas of deficiency, and,

53.6.2 A draft of a reasonable program for improvement designed to assist the employee in improving his/her deficiencies.

53.7 Superintendent Decision on Probation

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 for a period of sixty (60) school days beginning any time after October 15. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15th is less than two (2) Basic. The employee shall be given written notice of the action of the superintendent, which notice shall contain the following information:

53.7.1 Specific areas of deficiency;

53.7.2 A draft of a reasonable program for improvement;

53.7.3 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 improvements in his/ her areas of deficiency to a degree that indicates sustained satisfactory performance. During the probationary period,

reasonable effort must be made to help the employee overcome his/her deficiencies.

53.8 Plan of Improvement

The establishment of a probationary period does not adversely affect the contract status of an employee within the meaning of RCW 28A.405.400. The purpose of the probationary period is to give the employee opportunity to demonstrate improvements in his or her area(s) of deficiency. A reasonable plan of improvement will be developed and will include the specific evaluative criteria which must be met and evidence which will be used to determine the teacher's success or failure.

53.9 Procedural Errors

If a procedural error occurs in 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.

53.10 Evaluation during the Probationary Period

53.10.1 At or about the time of the delivery of the probationary letter, the principal or other supervisor shall hold a personnel conference with the probationary employee to discuss performance deficiencies, finalize the program for improvement and otherwise discuss the remedial measures to be taken.

53.10.2 When appropriate in the judgment of the supervisor, the supervisor may authorize one additional certificated administrator to evaluate the probationary employee and to aid the employee in improving his/her areas of deficiency.

53.10.3 During the period of probation, the employee may not be transferred from the supervision of the original evaluator.

53.10.4 Sufficient 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 the employee or the District.

53.10.5 During the probationary period, the principal, supervisor, or other evaluator shall meet with the probationary employee at least twice monthly and shall make written evaluations of the progress, if any, made by the employee. The provisions of Article 48.6 shall apply to the documentation of observation reports during the probationary period. It is recommended one or more of the meetings be held in the employee's classroom.

53.10.6 The probationary employee may be removed from probation at any time if he or she has demonstrated improvement to the satisfaction of the principal or other supervisor in those areas specifically detailed in his/her notice of probation. Written notice of release from probation shall be forwarded to the employee from the superintendent.

53.10.7 The probationary employee may request that an additional certificated evaluator become part of the probationary process and the request must be granted. This evaluator will be assigned by the ESD and will be jointly selected by the District and the Association from a list of evaluation specialists compiled by the ESD.

53.10.8 The probationary employee shall have the right to an Association representative present as an observer at all pre-observation and post- observation conferences if the teacher so desires.

53.11 Removal from Probation

An employee who is on a plan of improvement must be removed from probation if he/she has demonstrated sufficient improvement, as determined by the evaluator, in the areas prescribed as deficient. The employee must be removed if a teacher with five (5) or fewer years of experience scores at two (2) Basic or above and a teacher of more than five (5) years scores at three (3) Proficient or above.

53.12 Lack of Improvement

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer may constitute grounds for non-renewal under the law.

53.13 Evaluator's Post-Probation Report

Unless the probationary employee has previously been removed from probation, the principal or other supervisor shall submit a written report to the superintendent within ten (10) calendar days following the end of the probationary period; the report shall identify whether sufficient improvement has occurred in the specific areas of deficiency and which shall set forth one of the following recommendations for further action:

53.13.1 That the employee has demonstrated sufficient and sustained improvement to the satisfaction of the principal in the stated areas of deficiency to justify the removal of the probationary status; or

53.13.2 That the employee has demonstrated necessary 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

53.13.3 That the employee has not demonstrated sufficient improvement in the stated areas of deficiency during the established probationary period to be considered satisfactory in overall performance and grounds exist for a finding of probable cause for nonrenewal of the employment contract of the employee.

53.13.4 Immediately following the completion of a probationary period that does not produce sufficient improvement in the areas detailed in the initial notice of

deficiencies and improvement program, the employee may be removed from his/her assignment and placed into an alternative assignment for the remainder of the school year.

53.13.5 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.

53.14 Action by the Superintendent

Following a review of any report submitted pursuant to Article 53.13 the superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination. The superintendent shall notify the employee in writing, the rationale and course of action to be taken by his/her office.

53.15 Failure to Complete Process

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

Article 54 Non-Renewal

54.1 On or before May 15, if the superintendent determines that an employee's contract should not be renewed, he/she will inform the employee in writing indicating all of the "probable cause or causes" for nonrenewal of the employee's contract. The letter may either be served personally or sent by registered, certified mail, or return requested with the return receipt to be made part of the nonrenewal file.

54.2 An employee so affected shall have the right to appeal through the applicable appeal procedures provided in current or subsequent state statutes.

54.3 The non-renewal and probation provisions of Article 53 through 54 are not applicable to any employee who is a provisional employee within the meaning of RCW 28A.405.220.

PART V - STATUS OF THE AGREEMENT

Article 55 Supersede

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Article 56 Contract Compliance

- 56.1 All individual employee contracts shall be subject to and consistent with the terms and conditions of this Agreement. Any individual employee contract hereinafter executed shall expressly provide that it is subject to the terms of this and subsequent Agreements between the District and Association. If any individual employee contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- 56.2 The District shall not solicit execution of any individual employee contract at such time or in such manner as shall constitute an unfair labor practice, as defined by Chapter 41 RCW and subsequent Public Employee Relations Commission rulings.

Article 57 Agreement Administration

Association representatives shall meet with the superintendent or assistant superintendent on a monthly basis to review and discuss problems and practices with the administration of this Agreement.

Article 58 Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any employee or group of employees covered by this Agreement, shall be found contrary to law, such provision or application shall have effect only to the extent permitted by law and all other provisions or applications of the Agreement shall continue in full force and effect.

Article 59 Distribution of Agreement

- 59.1 Within thirty (30) days following the signing of this Agreement, the District shall provide online access to the Agreement to all certificated employees.
- 59.2 All Sumner Education Association Building Representatives and the Executive Board will receive a printed copy. Buildings will have additional copies available on site. Contracts should not be printed using District resources.

- 59.3 The cost of printing the Collective Bargaining Agreement shall be borne equally by the Association and District.

Article 60 Issuance of Individual Employee Contracts

Individual contracts for employees of the District, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments as per the negotiated Agreement.

Article 61 Contracting Out

Work presently performed by members of the teaching bargaining unit or those eligible for representation shall not be subcontracted to any other party without negotiations between the District and Association.

Article 62 Reopener Clause

- 62.1 This Agreement, except as provided for in Article 25.1.2, this Article, or letter(s) of agreement, may be reopened for amendment only by mutual consent of both parties. Requests for such amendment(s) by either party must be in writing and must include a summary of the proposed amendment(s) and rationale for each.
- 62.2 A school staff may request a waiver for staff plans or decisions which conflict with the Agreement. All requests must be in writing and will be reviewed at a regularly scheduled Sumner Education Association-Sumner-Bonney Lake School District monthly meeting; waivers may be granted provided the parties mutually agree that the waiver will create a sound educational and building environment and will not jeopardize either party's interest. Contract waivers may be granted for up to one (1) year and may be renewed by mutual consent.
- 62.3 Notwithstanding any limitation in the 2018-2020 collective bargaining agreement, the parties agree that in the event the Washington State Legislature enacts legislation during the life of this Agreement that materially alters working conditions, either party may bring the matter up for negotiations.

Article 63 Maintenance of Standards

- 63.1 The duties of any certificated employee or the responsibilities of any position in the negotiating unit will not be substantially increased without prior negotiation with the Association or by mutual agreement between the District and the employee in question. Duties and responsibilities will be defined by relevant statutes (i.e., RCW, WAC) or as expressly defined in this Agreement.
- 63.2 Prior to initiating new programs and responsibility that would require training or preparation, the District's financial and human resource capacity for supporting the initiative will be assessed and the Association will be given the opportunity to provide input. Implementation of a new program is intended to be limited by the District's ability to support it. Support may include but is not limited to the following: Learning Improvement Days, Supplemental Days, Teacher Leadership/ Committees, Training Days and Staff Meetings.

Article 64 Duration

- 64.1 This Agreement shall become effective when ratified by the Board of Directors and the Association and executed by authorized representatives thereof.
- 64.2 This Agreement shall become effective on September 1, 2018 and shall continue in full force and effect until August 31, 2020.
- 64.3 The Association shall communicate to the District its desire to negotiate a successor collective bargaining agreement not later than March 15, 2020. The Association and District agree that negotiations for a successor agreement shall commence not later than April 15, 2020, unless another date is mutually agreed upon.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal

Summer School District
APR 18 2019
Human Resources

ATTEST:

FOR THE ASSOCIATION



SEA President

4-3-2019

DATE



SEA

4-3-2019

DATE


FOR THE DISTRICT



Board of Directors

4/17/2019

DATE



Board of Directors

4/17/2019

DATE



Board of Directors

04/17/19.

Date

Board of Directors

Date

Board of Directors

Date



SUMNER-BONNEY LAKE SCHOOL DISTRICT
A GREAT PLACE TO LEARN.

2018-2019 Sumner Education Association Salary Schedule

Notes: The BA+135 Column is closed. Only those certificated staff with 135 quarter credits beyond their bachelor's degree as of January 1, 1992, will be placed in the MA+45 Column.													
* To calculate placement after a master's degree has been granted, add all quarter credits beyond the bachelor's degree, subtract 45 quarter credits, and the balance places the certificated staff in the appropriate MA+ salary column..													
** Hourly rate calculation is based on 180 Days salary divided by 1,314 hours (180 days x 7.3 hours per day) multiplied by 80%													
*** Longevity stipend: \$2,000 with 17-25th years of service & \$4,000 with 26+ years of service added to total compensation													
Yrs	BA+0				BA+45				BA+90				Yrs
	181 Days	Enrichment	Total	**Hourly	181 Days	Enrichment	Total	**Hourly	181 Days	Enrichment	Total	**Hourly	
0	\$47,700	\$5,300	\$53,000	\$29.04	\$49,608	\$5,512	\$55,120	\$30.20	\$51,592	\$5,732	\$57,325	\$31.41	0
1	\$48,654	\$5,406	\$54,060	\$29.62	\$50,600	\$5,622	\$56,222	\$30.81	\$52,624	\$5,847	\$58,471	\$32.04	1
2	\$49,627	\$5,514	\$55,141	\$30.21	\$51,612	\$5,735	\$57,347	\$31.42	\$53,677	\$5,964	\$59,641	\$32.68	2
3	\$50,620	\$5,624	\$56,244	\$30.82	\$52,644	\$5,849	\$58,494	\$32.05	\$54,750	\$6,083	\$60,834	\$33.33	3
4	\$51,632	\$5,737	\$57,369	\$31.44	\$53,697	\$5,966	\$59,664	\$32.69	\$55,845	\$6,205	\$62,050	\$34.00	4
5	\$52,665	\$5,852	\$58,516	\$32.06	\$54,771	\$6,086	\$60,857	\$33.35	\$56,962	\$6,329	\$63,291	\$34.68	5
6	\$53,718	\$5,969	\$59,687	\$32.70	\$55,867	\$6,207	\$62,074	\$34.01	\$58,101	\$6,456	\$64,557	\$35.37	6
7	\$54,792	\$6,088	\$60,880	\$33.36	\$56,984	\$6,332	\$63,316	\$34.69	\$59,263	\$6,585	\$65,848	\$36.08	7
8	\$55,888	\$6,210	\$62,098	\$34.03	\$58,124	\$6,458	\$64,582	\$35.39	\$60,449	\$6,717	\$67,165	\$36.80	8
9	\$57,006	\$6,334	\$63,340	\$34.71	\$59,286	\$6,587	\$65,874	\$36.10	\$61,658	\$6,851	\$68,508	\$37.54	9
10	\$59,429	\$6,603	\$66,032	\$36.18	\$61,806	\$6,867	\$68,673	\$37.63	\$64,278	\$7,142	\$71,420	\$39.13	10
11					\$64,433	\$7,159	\$71,592	\$39.23	\$67,010	\$7,446	\$74,455	\$40.80	11
12					\$67,171	\$7,463	\$74,634	\$40.90	\$69,858	\$7,762	\$77,620	\$42.53	12
13									\$72,827	\$8,092	\$80,919	\$44.34	13
14									\$75,922	\$8,436	\$84,358	\$46.22	14
15									\$79,338	\$8,815	\$88,154	\$48.30	15
16													16
***17-25			\$68,032				\$76,634				\$90,154		***17-25
***26+			\$70,032				\$78,634				\$92,154		***26+
Yrs	*MA+0				* MA+45				* MA+90 or PHD				Yrs
	181 Days	Enrichment	Total	**Hourly	181 Days	Enrichment	Total	**Hourly	181 Days	Enrichment	Total	**Hourly	
0	\$53,656	\$5,962	\$59,618	\$32.67	\$55,802	\$6,200	\$62,003	\$33.97	\$58,034	\$6,448	\$64,483	\$35.33	0
1	\$54,729	\$6,081	\$60,810	\$33.32	\$56,918	\$6,324	\$63,243	\$34.65	\$59,195	\$6,577	\$65,772	\$36.04	1
2	\$55,824	\$6,203	\$62,026	\$33.99	\$58,057	\$6,451	\$64,507	\$35.35	\$60,379	\$6,709	\$67,088	\$36.76	2
3	\$56,940	\$6,327	\$63,267	\$34.67	\$59,218	\$6,580	\$65,798	\$36.05	\$61,587	\$6,843	\$68,429	\$37.50	3
4	\$58,079	\$6,453	\$64,532	\$35.36	\$60,402	\$6,711	\$67,114	\$36.77	\$62,818	\$6,980	\$69,798	\$38.25	4
5	\$59,241	\$6,582	\$65,823	\$36.07	\$61,610	\$6,846	\$68,456	\$37.51	\$64,075	\$7,119	\$71,194	\$39.01	5
6	\$60,425	\$6,714	\$67,139	\$36.79	\$62,842	\$6,982	\$69,825	\$38.26	\$65,356	\$7,262	\$72,618	\$39.79	6
7	\$61,634	\$6,848	\$68,482	\$37.52	\$64,099	\$7,122	\$71,221	\$39.03	\$66,663	\$7,407	\$74,070	\$40.59	7
8	\$62,867	\$6,985	\$69,852	\$38.27	\$65,381	\$7,265	\$72,646	\$39.81	\$67,996	\$7,555	\$75,552	\$41.40	8
9	\$64,124	\$7,125	\$71,249	\$39.04	\$66,689	\$7,410	\$74,099	\$40.60	\$69,356	\$7,706	\$77,063	\$42.23	9
10	\$66,849	\$7,428	\$74,277	\$40.70	\$69,523	\$7,725	\$77,248	\$42.33	\$72,304	\$8,034	\$80,338	\$44.02	10
11	\$69,690	\$7,743	\$77,434	\$42.43	\$72,478	\$8,053	\$80,531	\$44.13	\$75,377	\$8,375	\$83,752	\$45.89	11
12	\$72,652	\$8,072	\$80,725	\$44.23	\$75,558	\$8,395	\$83,954	\$46.00	\$78,580	\$8,731	\$87,312	\$47.84	12
13	\$75,740	\$8,416	\$84,155	\$46.11	\$78,769	\$8,752	\$87,522	\$47.96	\$81,920	\$9,102	\$91,022	\$49.88	13
14	\$78,959	\$8,773	\$87,732	\$48.07	\$82,117	\$9,124	\$91,241	\$50.00	\$85,402	\$9,489	\$94,891	\$51.99	14
15	\$82,512	\$9,168	\$91,680	\$50.24	\$85,812	\$9,535	\$95,347	\$52.24	\$89,245	\$9,916	\$99,161	\$54.33	15
16													16
***17-25			\$93,680				\$97,347				\$101,161		***17-25
***26+			\$95,680				\$99,347				\$103,161		***26+

Stipends for:

Appendix B-1: 2018-2020 Co-Curricular Salary Schedule and Curriculum Stipends

Appendix B-2: Teacher Leader

Appendix B-3: Extra Days - Other

Appendix B-4: Special Services Compensation, Special Services Operations Council

2018-2020 Co-Curricular Salary Schedule
Sumner School District

Co-Curricular salaries/stipends are frozen for the 2018-2020 contract.

High School Activities	Point Factor	Stipend
Annual Advisor	14	\$5,113
Band Director *	22	\$8,035
Vocal, Choral Ensembles *	14	\$5,113
Honor Society Advisor	6	\$2,191
Career & Technical Student Organization (CTSO) Lead Advisor *	9	\$3,287
CTE Advisory Coordinator	0.5	\$183

* Note: Should a second director/advisory be brought into the program, the second director/advisor will receive seventy-five percent (75%) of the stipend.

Middle School Activities	Point Factor	Stipend
Annual Advisor	7	\$2,556
Band Director	14	\$5,113
Vocal Ensembles	12	\$4,383

Elementary Activities	Point Factor	Stipend
Elementary Choir Program (Maximum - 2 per year)	0.25	\$91
Elementary Music Program (Maximum - 3 per year)	0.5	\$183
Elementary Science Coordinator		\$500
District Wide	Point Factor	Stipend
Interview Teams (.25 per interview session)	0.25	\$91
Management-Directed Classroom Moves	0.5	\$183

2018-2020 Curriculum Stipend

Curriculum Stipend (Rate based on 7.3 hours)	\$220
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2018-2019 Teacher Leader Stipends **Sumner-Bonney Lake School District**

Teacher Leader stipends are frozen for the 2018-2019 contract.

LITERACY SUPPORT LEADER (LSL)

(1 per building)

\$2,500 Elementary \$3,000 Secondary

MATH SUPPORT LEADER (MSL)

(1 per building)

\$3,000

SCIENCE SUPPORT LEADER (SSL)

(1 per secondary)

\$3,000

INSTRUCTIONAL TEAM LEADER (ITL)

(6 per elementary, 8 per middle school, 9 per high school) ***\$1,500***

HIGH SCHOOL DEPARTMENT COORDINATOR (DC)

(8 per high school)

\$1,000 except Science \$1,250

MIDDLE SCHOOL GRADE LEVEL COORDINATOR (GLC)

(4 per middle school) ***\$1,000***

DISTRICT LITERACY LEADER (DLL)

(1 per elementary grade level) ***\$800***

DISTRICT MATH LEADER (DML)

(1 per elementary grade level) ***\$800***

DISTRICT TEAM LEADER (DTL)

1 position each:

Elementary Technology	Online
Elementary STEM	Library (K-12)
Elementary PE	Preschool
Middle School PE	Elementary DLC
High School PE	Secondary DLC
Elementary Music	Speech Language Pathologist
Band	Psychologist
Choir	Behavior & Family Support Specialist
Visual Art - Secondary	World Language
\$1,000	

INSTRUCTIONAL TECHNOLOGY COORDINATOR (ITC)

(1 per building)

\$2,500

Revised 9/18

Extra Days - Other

Extra days shall be allocated to employees in the following job classifications:

Position	Days
High School Librarian	10
Hub Librarian	10
High School Counselor	12
Middle School Counselor	10
Elementary School Counselor	8
HS Behavior & Family Support Specialist	2*
MS Behavior & Family Support Specialist	2*
Elementary District Program Behavior & Family Support Specialist	2*
High School Psychologist	12
Middle School Psychologist	10
Elementary School Psychologist	8
OT/PT	3*
SLP	3*
Vision Specialist	3*
DLC/Links/Community Based Learning Specialists	3*
Pre-School Specialist	10
Preschool Special Education Consulting Teacher	1*
Preschool Special Education Lead Teacher	1*
Secondary Learning Specialists	1*
Elementary Learning Specialists	1*

*One of these days will be optional in August for the purpose of meeting with students and families. Extra days shall be subject to the submission of a time report documenting the hours applied toward the extra days allocation. Payment will be based on the number of documented hours submitted.

Special Services Compensation

- A. For every completed, compliant, timely IEP, each case manager will receive \$50 and other SDI or Related Service providers will receive \$20. (Minimum amount any staff member would be compensated would be \$500)
- Completed - submitted to Special Services Office
 - Compliant - As determined by the compliance checklist (yellow or green)
 - Timely - within 30 calendar days of the IEP initiation date
- B. Extra days beyond Appendix B-3 for special services' staff shall be based on the needs of the position and shall be at the discretion of the special services director or executive director. A written request/ agreement to utilize flex schedule plan for the use of such days by the employee shall be submitted to and approved in advance by the special services director or executive director in accordance with the following guidelines:
1. Up to a maximum of five (5) extra days may be provided to an employee who assumes additional District-level responsibilities.
 2. Up to a maximum of five (5) extra days may be provided to an employee to accommodate complex assignments which involve high levels of work with families and community agencies.
 3. Up to a maximum of five (5) extra days may be provided to accommodate an employee who assumes a case load of high numbers and/or complex student issues.
 4. Up to a maximum of five (5) extra days may be provided to support an employee who is assigned to the start-up of new programs, including staff training activities.
 5. To address other circumstances of a unique and/or compelling nature, the director may allocate extra days as appropriate.
 6. Compensation for extra days shall be subject to the submission of a time report documenting the hours applied toward the extra days' allocation. Payment will be based on the number of documented hours submitted.
 7. If the written request is denied an appeal can be made through initiation of the Workload Review Team.

Special Services Operations Council

The purpose of the Special Services Council will be to provide a means of increased communication, problem-solving and the discussion of operations with Special Services Administration and SEA. The council will be comprised of Special Services Administration and two SEA appointed Special Services members. The Special Services Council will discuss the following:

1. Professional Development: Provide feedback on professional development and professional development needs of Special Services members.
2. Job Responsibilities: Job responsibilities will be reviewed annually. The Association will have the opportunity to provide input on any proposed changes and clarification on any roles, responsibilities and/or functions.
3. Support Systems: Review systems of support to address the impact of technology changes, Special Education laws, general education systems, complex cases, new programs, facility issues, etc., that significantly affect employees.

Topics are not limited to those listed above. Additional topics may be introduced by either Special Services or SEA, if mutually agreed upon.

Special Education Staff Caseload

Position	Staffing Targets	Compensation
Secondary Learning Specialist	28	<ul style="list-style-type: none"> 10 on-site sub release days per year (except where an IEP coordination period already exists). Any Secondary Learning Specialist with a caseload of 35 + will trigger a Workload Review Team. See Appendix B – Extra Days for information on "Optional/Extra Days" associated with position.
Elementary Learning Specialist	28	<ul style="list-style-type: none"> 10 onsite sub release days per year. The sub days will be determined in collaboration with building administrator. Any Elementary Learning Specialist with a caseload of 35+ will trigger a Workload Review Team See Appendix B- Extra Days for information on "Optional/ Extra Days" associated with position.
Speech Language Pathologist Overages of caseload 51 and beyond will be based on projections prior to the start of the school year.	50	<ul style="list-style-type: none"> 51-60: 12.5 hours a week SLPA time, w/ district program an additional 7 hours a week of SLPA time Any SLP with a caseload of 51+ will trigger a Workload Review Team Professional Dues ASHA Certification = \$2,500 annually See Appendix B - Extra Days for information on "Optional/Extra Days" associated with position.
Physical Therapist Overages of caseload 46 and beyond will be based on projections prior to the start of the school year.	45	<ul style="list-style-type: none"> 46-55: 12.5 hours a week PTA time, w/ district program an additional 7 hours a week of PTA time Any PT with a caseload of 46+ will trigger a Workload Review Team Professional Dues APTA Certification= \$2,500 annually See Appendix B - Extra Days for information on "Optional/ Extra Days" associated with position.

Occupational Therapist Overages of caseload 46 and beyond will be based on projections prior to the start of the school year.	45	<ul style="list-style-type: none"> • 46-55: 12.5 hours a week OTA time, w/ district program an additional 7 hours a week of OTA time • Any OT with a caseload of 46+ will trigger a Workload Review Team • Professional Dues • AOTA Certification = \$2,500 annually • See Appendix B - Extra Days for information on • "Optional/ Extra Days" associated with position.
Preschool Special Education Consulting Teacher	28	<ul style="list-style-type: none"> • Over 28 IEP students will trigger a Workload Review Team • See Appendix B - Extra Days for information on "Optional/ Extra Days" associated with position.
Preschool Special Education Lead Teacher	14 (IEPs)	<ul style="list-style-type: none"> • Over 14 IEP students will trigger a Workload • See Appendix B - Extra Days for information on • "Optional/ Extra Days" associated with position.
Developmental Learning Center	10	<ul style="list-style-type: none"> • Staffed with 1 certificated staff and 2 paras • Extenuating circumstances including more than 12 (10 beginning 17/18 SY) students and/or severe student needs will trigger a Workload Review Team • See Appendix B - Extra Days for information on • "Optional/ Extra Days associated with position. • WA-AIM Support: <ul style="list-style-type: none"> ○ Optional day paid at per diem rate in July-November for the purpose of preparing materials for test administration ○ 1 Release day between September 1- mid January for administering pre-test ○ 1 Release day between January-March for administering post test ○ Two hours paid at per diem, for every WA- AIM student post-test data entry completed by the close of the state testing window.
Community Based Transition Program	10	<ul style="list-style-type: none"> • Staffed with 1 certificated staff and 2 paras • Extenuating circumstances including more than 10 students and/ or severe student needs will trigger a Workload Review Team • See Appendix B - Extra Days for information on • "Optional/ Extra Days" associated with position.

Behavior Programs --(Links & Connections)	10	<ul style="list-style-type: none"> • Staffed with 1 certificated staff and 2 paras • Extenuating circumstances including more than 10 students and/or severe student needs will trigger Workload Review Team • See Appendix B - Extra Days for information on • "Optional/ Extra Days" associated with position.
Behavior and Family Support Specialist	28	<ul style="list-style-type: none"> • Professional Dues to a professional organization such as School Psychologist, School Social Workers, School Counselors, or other organization as preapproved by Special Services Administration • BCBA or as approved Certification = \$2,500 annually • See Appendix B - Extra Days for information on "Optional/ Extra Days" associated with position.
Psychologist	1:1000	<ul style="list-style-type: none"> • If a psychologist completes more than 60 evaluations/reevaluations ("cases") then they will receive SSO per "case" over 60. • Professional Dues • NASP Certification = \$2,500 • See Appendix B - Extra Days for information on • "Optional/ Extra Days" associated with position.
Vision Specialist	20	<ul style="list-style-type: none"> • 20+ students, will trigger a Workload Review Team • See Appendix B - Extra Days for information on "Optional/Extra Days" associated with position.

Definitions:**Clerical Support:**

One hour per day per building for 180 days (2 hours per day for high school) will be provided for clerical support to all special services staff. Staff will be notified who will be providing clerical support within the first 10 school days. If the clerical staff changes, staff will be notified within 10 school days of that change.

Workload Review Team (WRT)

The purpose of the Workload Review Team is to assess the impact of workload issues to determine the appropriate remedy for workload relief for the special services staff member involved. The team would be convened for a variety of reasons, as referred to in previous sections of this CBA.

Workload Review Team membership:

The certificated staff member A
building administrator

A special education administrator

Another SEA member (building colleague, job - like district employee, or other)

*NOTE: The goal is that the WRT is balanced between administration and SEA membership.
Flexibility in membership is permitted if mutually agreed upon

The process:

Staff member, principal, or special services administrator will submit a request in writing to the special services Executive Director

The WRT will meet within 10 school days of receipt of the written request

Following the WRT meeting the team will document in writing the remedy that is mutually agreed upon.

Career and Technical Education:

Appendix D-1: 2018-2019 Career and Technical Education Compensation

Appendix D-2: Time Compensation, Unique Program Compensation, and CTE Operations
Council

Career and Technical Education Compensation

Co-curricular Salary Schedule:

CTE Co-Curricular salaries/stipends are frozen for the 2018-2020 contract.

High School Activities	Point Factor	Stipend
Career & Technical Student Organization (CTSO) Lead Advisor* (Includes organizations with a national affiliation)	5	\$1,826
CTSO Lead Advisor attending annual State CTSO Conference**	2	\$730
CTSO Lead Advisor attending annual National CTSO Conference**	2	\$730
CTE Student Leadership Equivalent Organization (SLEO) Advisor	3	\$1,096
Program Specific Advisory Coordinator	0.5	\$183

Middle School Activities	Point Factor	Stipend
Career & Technical Student Organization (CTSO) Lead Advisor* (Includes organizations with a national affiliation)	3	\$1,096
CTSO Lead Advisor attending annual State CTSO Conference**	2	\$730
CTSO Lead Advisor attending annual National CTSO Conference**	2	\$730
CTE Student Leadership Equivalent Organization (SLEO) Advisor*	2	\$730

*Second Advisor may be added when qualified membership reaches 20 members. Second Advisor will be compensated at 75% of lead advisor.

**Second advisor will be supported to attend state or national conference if number of qualifying students (8 students or more) require supervision at 75% of lead advisor. A second advisor will also be supported if event guidelines or lead advisor responsibilities require additional supervision.

CTSO/SLEO Advisors who accompany students to competitive events on non-school days may request additional compensation (paid at curriculum stipend rate) through the CTE office based on event schedule.

CTE Extended Time Compensation:

In recognition of additional time demands and expectations of Career and Technical Education teachers, up to 36.5 hours of extended time will be available for compensation as outlined on the CTE Extended Time Compensation Guidelines document. Extended time will be prorated based on grade-band and number of CTE courses taught each year. CTE Extended Time Compensation Guidelines will be shared with CTE staff at the beginning of each school year. Staff requesting compensation for this work must submit monthly timesheets with appropriate documentation or sign in on meeting sign-in sheets. Based on program needs, CTE teachers may apply for additional compensation for CTE related work through the CTE office. Compensation will be paid upon receipt of the proper documents. Monthly CTE Extended Time Compensation timesheets may be turned in to the CTE office up until the last day of school.

Career and Technical Education Unique Program Compensation:

In recognition of the unique time demands and expectations beyond other CTE programs, specific individuals will receive an additional stipend. These program needs adjust and evolve, impacted by past practice, industry trends, student interest and building needs. The CTE director will utilize the above factors and needs of various programs to determine fair compensation.

CTE Operations Council:

The purpose of the CTE Council will be to provide a means of increased communication, problem-solving and the discussion of operations with CTE Administration and SEA. The council will be comprised of CTE Administration and two SEA appointed CTE members.

The CTE Council will discuss the following:

1. Professional Development: Provide feedback on professional development and professional development needs of CTE members.
2. Job Responsibilities: Job responsibilities will be reviewed annually. The Association will have the opportunity to provide input on any proposed changes and clarification on any roles, responsibilities and/or functions.
3. Support Systems: Review systems of support to address the impact of CTE regulation changes, technology changes, general education systems, complex cases, new programs, facility issues, etc., that significantly affect employees. Topics are not limited to those listed above. Additional topics may be introduced by either party if mutually agreed upon.
4. The Council should meet a minimum of one time per year for an annual review of operations. Meetings can also be requested by either party throughout the year as needs arise.

Counselors

By **October 1st** each counselor will meet with their building administrator to identify work priorities for the year in support of a comprehensive school counseling program as defined by best practices in the areas of delivery, management, foundation, and **accountability**. The work priorities should reflect an appropriate amount of time to ensure that the counselor is able to prioritize program delivery in direct service to students above other responsibilities. The counselor and building administrator will meet as needed to review the work priorities and make adjustments to the counselor's workload as needed.

Counselor Workgroup

The purpose of the Counselor Workgroup will be to provide a means of increased communication, problem-solving, and the discussion of operations with **the District** and SEA. The Workgroup will be comprised **of representatives of the District** and 3-5 SEA appointed counselor members.

The Counselor Workgroup will discuss the following:

1. Professional Development: Provide feedback on professional development and professional development needs of counselors.
2. Job Responsibilities: Job responsibilities will be reviewed annually based on best practices. The Association will have the opportunity to provide input on any proposed changes and clarifications on any roles, responsibilities and/or functions.
3. Support Systems: Review systems of support to address issues that significantly affect employees. Topics will be generated by surveying counselors at each level. Additional topics may be introduced by either **the District** or SEA, if mutually agreed upon.

Statements of Minimal Evaluation Criteria for:

Appendix F-1: Educational Staff Associate

Appendix F-2: Counselor

Appendix F-3: Library Media Specialist

**Statements of Minimal Evaluation Criteria for Certificated Educational Staff Associate
(Nurse, Psychologist, Speech Language Pathologist, Intervention Specialists, Coordinator)**

Criterion 1: Knowledge and Scholarship in Special Field - The ESA demonstrates a depth and breadth of knowledge of theory and content in the special field; the ESA demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate an area of specialty into the total school setting.

Possible indicators: The evaluation procedure assesses the ESA's competency to:

- 1.1 Provide a theoretical rationale for the ESA's individual use of various procedures.
- 1.2 Demonstrates understanding of the basic principles of human growth and development.
- 1.3 Demonstrates awareness of personal and professional limitations deriving from the ESA's discipline to the development of a program of services.

Criterion 2: Specialized Skills - The ESA demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation and/or evaluation.

Possible Indicators: The evaluation procedure assesses the ESA's competency to:

- 2.1 Design and conduct a program providing specific and unique services within the ESA's discipline.
- 2.2 Demonstrate ability to synthesize and integrate testing and non-testing data concerning the student.
 - 2.2.1 To help students integrate and assimilate data.
 - 2.2.2 To help others involved with the student interpret and use data appropriately and accurately.
 - 2.2.3 To help other specialists by providing case study materials.
- 2.3 Administer assessment procedures or to organize and prepare those who will administer assessment procedures.
- 2.4 Demonstrate ability to assist teachers and administrators to integrate specialized information into the regular curricular program.
- 2.5 Develop goals and objectives which will facilitate the implementation of programs and services.

Criterion 3: Management of Special and Technical Environment - The ESA demonstrates competency in managing and organizing the special materials, equipment and environment essential to the specialized program.

Possible Indicators: The evaluation procedure assesses the ESA's competency to:

- 3.1 Select or recommend testing and non-testing devices, materials and equipment appropriate to student needs.
- 3.2 Demonstrate the use of and understanding of the limitations and restrictions of devices, materials, procedures, etc.
- 3.3 Use comparative and interpretive data.
- 3.4 Create an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations and local school district policies.

Criterion 4: The ESA as a Professional - The ESA demonstrates awareness of his/her limitations and strengths and attempts to improve and enhance competence; the ESA demonstrates knowledge of and commitment to the ethical code supported by his/her competence area.

Possible Indicators: The evaluation procedure assesses the ESA's competency to:

- 4.1 Demonstrate awareness of the law as it relates to area of specialization.
- 4.2 Demonstrates awareness of responsibilities to students, parents and other educational personnel as defined by the professional code of ethics supported by the ESA's competence area.
- 4.3 Demonstrates commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.)
- 4.4 Demonstrates commitment to the concept of career-long professional growth by participation in workshops and seminars or graduate study.

Criterion 5: Involvement in Assisting Pupils, Parents and Educational Personnel - The ESA demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.

Possible Indicators: The evaluation procedure assesses the ESA's commitment to, and competence in, offering specialized assistance to:

- 5.1 Consult with other ESA staff, school personnel and parents, concerning the development, coordination and/or extension of services to those needing specialized programs.
- 5.2 Plan and develop an ESA program to serve the preventive and developmental needs of the school population and the special needs for some students.

Statements of Minimal Evaluation Criteria for Certificated Counselor

Criterion 1: Knowledge and Scholarship in Special Field - The counselor demonstrates evidence of professional preparation and knowledge of subject matter appropriate to the field.

Possible Indicators: The evaluation procedure assesses the counselor's competency to:

- 1.1 Possess and maintain competence in counseling theories.
- 1.2 Establish short-term and long-range objectives (specifies results).
- 1.3 Prepare operational plans to meet objectives.
- 1.4 Demonstrate competence in the use of statistical, experimental and library research in diagnosis and treatment.
- 1.5 Evaluate outcomes (results).

Criterion 2: Specialized Skills - The counselor demonstrates competency in designing and conducting specialized programs of prevention, instruction, remediation and/or evaluation.

Possible Indicators: The evaluation procedure assesses the counselor's competency to:

- 2.1 Demonstrate a working knowledge of appropriate counseling theory.
- 2.2 Provide information to students so they can make better decisions.
- 2.3 Provide students with the opportunity to practice new behaviors in the safety of the therapeutic setting.
- 2.4 Make appropriate referrals to other agencies.
- 2.5 Demonstrate the ability to administer and interpret diagnostic tests.
- 2.6 Develop rapport with students as individuals in a professional manner.

Criterion 3: Management of Special and Technical Environment - The counselor demonstrates competency in managing and organizing the special materials, equipment and environment essential to the specialized program.

Possible indicators: The evaluation procedure assesses the counselor's competency to:

- 3.1 Select or recommend testing and non-testing devices, materials and equipment appropriate to student needs.
- 3.2 Create an environment which provides privacy and protects student and family information, as mandated by codes of ethics.
- 3.3 Facilitate a reduction of problems with students in the areas of learning, effort, attendance, and encourage progress in social, personal and vocational growth.

Criterion 4: The Counselor as a Professional - The counselor demonstrates awareness of his/her strengths and limitations and attempts to improve and enhance competence; the counselor demonstrates knowledge of, and commitment to, the ethical code supported by his/her competence area.

Possible Indicators: The evaluation procedure assesses the counselor's competency to:

- 4.1 Seek increased proficiency through workshops, seminars, readings, lectures and/or coursework.
- 4.2 Engage in self -assessment.
- 4.3 Promote change and innovation in counseling.

Criterion 5: Involvement in Assisting Pupils, Parents and Educational Personnel - The Counselor demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.

Possible Indicators: The evaluation procedure assesses the counselor's commitment to, and competence in, offering specialized assistance to:

- 5.1 Consult with colleagues and parents.
- 5.2 Deal with personal information and communication in a confidential and professional manner.
- 5.3 Respond appropriately to referrals.

Statements of Minimal Evaluation Criteria for Certificated Library Media Specialist

Criterion 1: Professional Preparation and Scholarship - The library media specialist demonstrates evidence of professional preparation and knowledge as they relate to library media programs.

Possible Indicators:

- 1.1 Demonstrates an awareness of current techniques, methods and materials dealing with his/her field.
- 1.2 Demonstrates the ability to experiment with new ideas and materials appropriately.
- 1.3 Applies rules and regulations, statutes and District policies and acts according to the professional code of ethics.

Criterion 2: Specialized Skills - The library media specialist demonstrates competency in instruction and utilization of the library media center, selection and acquisition of materials, organization and management of the collection and maintenance of materials and equipment.

Possible Indicators:

- 2.1 Instruction and Utilization
 - 2.1.1 Uses principles and methods of teaching consistent with District goals, belief statements and guiding principles of learning.
 - 2.1.2 Uses a variety of instructional strategies and methods appropriate to students, subjects and desired learning outcomes.
 - 2.1.3 Supports and implements District goals as they relate to information literacy.
 - 2.1.4 Collaborates with and assists staff and students in effective use of the library media center and materials.
 - 2.1.5 Stimulates and guides students in wider, more varied use of resources.
- 2.2 Selection and Acquisition
 - 2.2.1 Selects and acquires materials consistent with District instructional materials selection policy.
 - 2.2.2 Achieves balance in selection of materials and equipment to meet building needs and curriculum goals.
- 2.3 Organization and Management of Collection
 - 2.3.1 Catalogs and classifies all materials for maximum use by staff and students.
 - 2.3.2 Maintains efficient circulation routines.
- 2.4 Maintenance of Materials and Equipment

- 2.4.1 Maintains library and equipment collection in maximum usable condition.
- 2.4.2 Implements policies for damaged or lost materials.
- 2.4.3 Inventories materials, equipment and supplies.

Criterion 3: Management of Library Media Center - The library media specialist demonstrates competency in managing and organizing the materials, equipment and environment essential to the library media program.

Possible Indicators:

- 3.1 Organizes library media center for effective use, accessibility and convenience.
- 3.2 Formulates procedures, practices and regulations in consultation with administrators, staff and students.
- 3.3 Administers rules of conduct for students using the library media center and materials.
- 3.4 Directs and guides library media center support personnel.
- 3.5 Works within District guidelines in the use of instructional resources.
- 3.6 Plans and facilitates the program within budget allocations.

Criterion 4: Interest in Teaching Students - The library media specialist demonstrates enthusiasm for working with and a commitment to all students.

Possible Indicators:

- 4.1 Provides for active student participation in learning activities.
- 4.2 Recognizes unique characteristics of students.
- 4.3 Sets and communicates high expectations for student learning.
- 4.4 Interacts with students in positive ways.
- 4.5 Models and reinforces respect for students of diverse backgrounds.

Criterion 5: Effort Towards Improvement - The library media specialist demonstrates an awareness of his/her strengths and weaknesses by efforts to improve and enhance competence.

Possible Indicators:

- 5.1 Identifies, assesses and evaluates strengths and weaknesses and establishes goals for professional improvement.
- 5.2 Seeks information and feedback from students, colleagues and administrators to continuously improve instructional programs and resources.
- 5.3 Responds to constructive criticism and demonstrates a willingness to implement reasonable suggestions for improvement.

Criterion 6: Involvement in Assisting Pupils, Parents and Educational Personnel - The library media specialist demonstrates competence and initiative in communicating about the instructional program and library resources to students, parents, educational personnel and community members as appropriate.

Possible Indicators:

- 6.1 Works in collaboration with school personnel, parents and community members to improve student learning.
- 6.2 Provides appropriate communication about the instructional program and library resources to students, parents and educational personnel.
- 6.3 Consults with other library media specialists, school personnel and parents concerning the development, coordination and/or extension of services.
- 6.4 Deals with personal information and communications in a confidential and professional manner.
- 6.5 Abides by site-based team decisions.

Performance Appraisal for:

Appendix G-1: Educational Staff Associate

Appendix G-2: Counselor

Appendix G-3: Library Media Specialist

Type:

☐

Annual

☐

Semi-annual

☐

Quarterly

☐

Other

Performance Appraisal for Educational Staff
Associate

Name: _____

Appraisal Period From: _____ To: _____

School/ Department : _____ Position Title : _____

It is the purpose of this form to provide guidelines by which the appraiser and the appraisee can present dialogue that will lead to the improvement of the appraisee's performance. This dialogue will concern itself with the skills and responsibilities of the job, which will be prescriptive in nature and will be based on mutual concern of the appraiser and the appraisee.

The form is designed to assist the appraiser and appraisee, both in formulating and in recording an accurate appraisal of the individual's efforts toward fulfilling requirements which relate to his/her responsibility and effectiveness. Its purpose is to help the appraiser and appraisee understand and improve performance. Therefore, the form provides for:

1. The identification of evaluation criteria pertinent to those requirements which relate to teaching effectiveness.
2. The documenting with specific, supporting comments in those areas where the appraisee exceeds or falls short of expectations.
3. The prescription for specific actions which will help the appraisee to perform at an acceptable level if it is determined that he/she does not meet expectations or needs improvement.
4. The setting of goals and objectives between the appraiser and the appraisee. These objectives may be modified or eliminated as the need arises. They will indicate ways of developing growth within the classroom, the building, the District and the profession.

Each section of the form has its own instructions, but the following general assumptions should also be kept in mind.

1. The main purpose of this performance appraisal is to improve teaching and learning.
2. Performance appraisal should be based on classroom observation and responsibilities.

3. The appraisal form should allow for flexibility of use. It will be used practicably by principals and/or department heads. It may be used by the teacher for appraisal by peers or by himself/herself.
4. Dialogue between appraiser and appraisee in pre-conference and post-conference is necessary.

The appraisal is based on approximately _____ hours of classroom observation and principal-teacher conference.

Prepared by _____ Date _____

Certificated Employee _____ Date _____

The certificated employee's signature indicates that the evaluatee has read and discussed the evaluation in a conference with the

PERFORMANCE FACTORS APPRAISAL		PERFORMANCE DEGREES	
<p>Quality instruction involves an overlapping set of interdependent skills. However, for the purpose of evaluation, each factor is considered separately according to the factor definition, adopted criteria and the performance degree definitions in the context of that factor. A check in the appropriate box indicates the appraisal on each factor.</p>		<p><u>Meets Expectations:</u> Results show attainment of primary work objectives in the manner reasonably expected of a well-trained individual in this classification.</p> <p><u>Needs Improvement:</u> Results are generally below expectations. Performance improvement indicated</p> <p><u>Does Not Meet Minimum Requirements:</u> Primary work objectives have not been met.</p>	
1.	Knowledge and Scholarship in Special Field: The ESA demonstrates a depth and breadth of knowledge of theory and content in the special field; the ESA demonstrates an understanding of and knowledge about common school education and the educational milieu grades K-12 and demonstrates the ability to integrate an area of specialty into the total school milieu.		
2.	Specialized Skills: The ESA demonstrates competency (skill and knowledge) in designing and conducting specialized programs of prevention, instruction, remediation and/or evaluation.		
3.	Management of Special and Technical Environment: The ESA demonstrates competency in managing and organizing the special materials, equipment and environment essential to the specialized program.		
4.	The ESA as a Professional: The ESA demonstrates awareness of his/her strengths and limitations and attempts to improve and enhance competence; the ESA demonstrates knowledge of and commitment to the ethical code supported by his/her special competence area.		
5.	Involvement in Assisting Pupils, Parents and Educational Personnel: The ESA demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.		

Note: If additional space is required for comments in Parts A through C, use plain bond paper and staple to this page.

A. If "Needs Improvement " or "Does Not Meet Minimum Requirements" are marked, then specific supporting comments are required.
B. Identify specific, prescribed steps recommended to be taken to improve performance to acceptable level if "Does Not Meet Minimum Requirements" or "Needs Improvement " is marked.
C. Commitments and objectives for the current year and year immediately following the evaluation.

Type: ☐ Annual
☐ Semi-Annual
☐ Quarterly
☐ Other

Performance Appraisal for Counselor

Name: _____

Appraisal Period From _____ To: _____

School/ Department: _____ Position Title : _____

It is the purpose of this form to provide guidelines by which the appraiser and the appraisee can present dialogue that will lead to the improvement of the appraisee's performance. This dialogue will concern itself with the skills and responsibilities of the job, which will be prescriptive in nature and will be based on mutual concern of the appraiser and the appraisee.

The form is designed to assist the appraiser and appraisee, both in formulating and in recording an accurate appraisal of the individual's efforts toward fulfilling requirements which relate to his/ her responsibility and effectiveness. Its purpose is to help the appraiser and appraisee understand and improve performance. Therefore, the form provides for:

1. The identification of evaluation criteria pertinent to those requirements which relate to teaching effectiveness.
2. The documenting with specific, supporting comments in those areas where the appraisee exceeds or falls short of expectations.
3. The prescription for specific actions which will help the appraisee to perform at an acceptable level if it is determined that he/she does not meet expectations or needs improvement.
4. The setting of goals and objectives between the appraiser and the appraisee. These objectives may be modified or eliminated as the need arises. They will indicate ways of developing growth within the classroom, the building, the District and the profession.

Each section of the form has its own instructions, but the following general assumptions should also be kept in mind.

1. The main purpose of this performance appraisal is to improve teaching and learning.
2. Performance appraisal should be based on classroom observation and responsibilities.
3. The appraisal form should allow for flexibility of use. It will be used practicably by principals and/or department heads. It may be used by the teacher for appraisal by peers or by himself/ herself.
4. Dialogue between appraiser and appraisee in pre-conference and post-conference is necessary.

The appraisal is based on approximately _____ hours of classroom observation and principal-teacher conference.

Prepared by _____ Date _____

Certificated Employee _____ Date _____

The certificated employee's signature indicates that the evaluatee has read and discussed the evaluation in a conference with the evaluator. The evaluatee may add an addendum to the appraisal if submitted no later than August 31 of the appraisal year.

PERFORMANCE FACTORS APPRAISAL		PERFORMANCE DEGREES	
<p>Quality instruction involves an overlapping set of interdependent skills. However, for the purpose evaluation, each factor is considered separately according to the factor definition, adopted criteria and the performance degree definitions in the context of that factor. A check in the appropriate box indicates the appraisal of each factor.</p>		<p><u>Meets Expectations:</u> Results show attainment of primary primary work objectives in the manner reasonably expected of a well-trained individual in this classification.</p>	
		<p><u>Needs Improvement:</u> Results are generally below expectations. Performance improvement indicated.</p>	
		<p><u>Does Not Meet Minimum Requirement:</u> Primary Objectives have not been met.</p>	
1.	Knowledge and Scholarship in Special Field: The counselor demonstrates evidence of professional preparation and knowledge of subject matter appropriate to the field.		
2.	Specialized Skills: The counselor demonstrates competency in designing and conducting specialized programs of prevention and knowledge of subject matter appropriate to the field.		
3.	Management of Special and Technical Environment: The counselor demonstrates competency in managing and organizing the special materials, equipment and environment essential to the specialized program.		
4.	The Counselor as a Professional: The counselor demonstrates awareness of his/her strengths and limitations and attempts to improve and enhance competence; the counselor demonstrates knowledge of and commitment to the ethical code supported by his/ her special competence area.		
5.	Involvement in Assisting Pupils, Parents and Educational Personnel: The counselor demonstrates competency in offering specialized assistance and initiative in identifying those needing specialized programs.		
<p>Note: If additional space is required for comments in Parts A through C, use plain bond paper and staple to this page.</p>			
<p>A. If "Needs Improvement" or "Does Not Meet Minimum Requirements" are marked, then specific supporting comments are required.</p>			
<p>B. Identify specific, prescribed steps recommended to be taken to improve performance to acceptable level if "Does Not Meet Minimum Requirements" or "Needs Improvement" is marked.</p>			
<p>C. Commitments and objectives for the current year and year immediately following the evaluation.</p>			

Type: ☐ Annual
☐ Semi-Annual
☐ Quarterly
☐ Other

**Performance Appraisal for Library Media
Speciali**

Name: _____

Appraisal Period From : _____ To: _____

School/ Department: _____ Position Title: _____

It is the purpose of this form to provide guidelines by which the appraiser and the appraisee can present dialogue that will lead to the improvement of the appraisee's performance. This dialogue will concern itself with the skills and responsibilities of the job, which will be prescriptive in nature and will be based on mutual concern of the appraiser and the appraisee.

The form is designed to assist the appraiser and appraisee, both in formulating and in recording an accurate appraisal of the individual's efforts toward fulfilling requirements which relate to his/ her responsibility and effectiveness. Its purpose is to help the appraiser and appraisee understand and improve performance. Therefore, the form provides for:

1. The identification of evaluation criteria pertinent to those requirements which relate to teaching effectiveness.
2. The documenting with specific, supporting comments in those areas where the appraisee exceeds or falls short of expectations.
3. The prescription for specific actions which will help the appraisee to perform at an acceptable level if it is determined that he/she does not meet expectations or needs improvement.
4. The setting of goals and objectives between the appraiser and the appraisee. These objectives may be modified or eliminated as the need arises. They will indicate ways of developing growth within the classroom, the building, the District and the profession.

Each section of the form has its own instructions, but the following general assumptions should also be kept in mind.

1. The main purpose of this performance appraisal is to improve teaching and learning.
2. Performance appraisal should be based on classroom observation and responsibilities.
3. The appraisal form should allow for flexibility of use. It will be used practicably by principals and/or department heads. It may be used by the teacher for appraisal by peers or by himself/ herself.

4. Dialogue between appraiser and appraisee in pre-conference and post-conference is necessary.

The appraisal is based on approximately _____ hours of classroom observation and principal-teacher conference.

Prepared by _____ Date _____

Certificated Employee _____ Date _____

The certificated employee's signature indicates that the evaluatee has read and discussed the evaluation in a conference with the evaluator. The evaluatee may add an addendum to the appraisal if submitted no later than August 31 of the appraisal year.

PERFORMANCE FACTORS APPRAISAL	PERFORMANCE DEGREES		
<p>Quality instruction involves an overlapping set of interdependent skills. However, for the purpose of evaluation, each factor is considered separately according to the factor definition, adopted criteria and the performance degree definitions in the context of that factor. A check in the appropriate box indicates the appraisal on each factor.</p>	<p><u>Meets Expectations</u>: Results show attainment of primary work objectives in the manner reasonably expected of a well-trained individual in this classification.</p>		
	<p>Needs Improvement Results are generally below expectations. Performance improvement indicated.</p>		
	<p>Does Not Meet Minimum Requirements:</p>		
	<p>Primary work objectives have not been met.</p>		
1. Professional Preparation and Scholarship: The library media specialist demonstrates evidence of professional preparation and knowledge as they relate to library media programs			
2. Specialized Skills: The library media specialist demonstrates competency in instruction and utilization of the library media center, selection and acquisition of materials, organization and management of the collection and maintenance of materials and equipment.			
3. Management Library Media Center: The library media specialist demonstrates competency in managing and organizing the materials, equipment and environment essential to the library media program.			
4. Interest in Teaching Students: The library media specialist demonstrates enthusiasm for working with and a commitment to all students.			
5. Effort Toward Improvement: The library media specialist demonstrates an awareness of his/her strengths and weaknesses by efforts to improve and enhance competence .			
6. Involvement in Assisting Pupils, Parents and Educational Personnel: The library media specialist demonstrates competence and initiative in communicating about the instructional program and library resources to students, parents, educational personnel and community members as appropriate.			
<p>Note: If additional space is required for comments in Parts A through C, use plain bond paper and staple to this page.</p>			
<p>A. If "Needs Improvement" or "Does Not Meet Minimum Requirements" are marked, then specific supporting comments are required.</p>			
<p>B. Identify specific, prescribed steps recommended to be taken to improve performance to acceptable level if "Does Not Meet Minimum Requirements" or "Needs Improvement " is marked .</p>			
<p>C. Commitments and objectives for the current year and year immediately following the evaluation.</p>			

<p>Written Request/Agreement to Utilize Flex Schedule</p>

The Sumner Education Association and the Sumner-Bonney Lake School District agree that in some cases student learning needs may best be served before or after the regular school day. Contract language, Article 11.7, allows for the teacher to have a flexed schedule for the purpose of meeting the academic needs of students.

Name of School _____

Request/Description of Student Need

Written Agreement

Teacher: _____ Date: _____

Building Administrator: _____ Date: _____

SEA President: _____ Date: _____

Human Resources: _____ Date: _____

Procedural Checklist for Evaluation and Nonrenewal

1. On or before October 1:
 - a. Advise new employees of law requiring observation and evaluation and inform said employees of timelines.
 - b. Advise all employees as to whom will be observing and evaluating them.
 - c. Advise faculty of criteria which will be utilized, District rules to be followed, etc.
2. On or before February 1, one observation (Article 48.6) shall be made of all employees. Not applicable to provisional employees.
3. Within ninety (90) calendar days after the beginning of their employment, new certificated employees shall be observed and evaluated.
4. At any time after October 15, the supervisor's written report of "unsatisfactory" performance shall be given to the employee and to the superintendent (Article 53.6).
5. At any time after October 15, a conference shall be held by the school principal and the evaluator(s) with the employee whose performance has been judged unsatisfactory, where contents of the supervisor's report are thoroughly discussed item by item.
6. Sixty (60) School Days - Probation Period. Observations and evaluation of employee declared "unsatisfactory" and placed on probation at any time after October 15.
7. On or before May 15, the Annual Evaluation Reports are due for all employees.
8. On or before May 15, if the superintendent determines that an employee's contract should not be renewed, he/she will inform the employee in writing indicating all of the "probable cause or causes" for nonrenewal of the employee's contract. The letter may either be served personally or sent by registered, certified mail, or return requested with the return receipt to be made part of the nonrenewal file.
9. Within ten (10) days after receiving the letter of nonrenewal, the employee may appeal the superintendent's action in writing to the Board of Directors.

INDEX

A

Academic Freedom	13
Adoption Leave	38
Advisory Committee	28
After-Hours Events	17
Agreement Administration	73
Alternative Route – Certification	28
Arbitration	30
Association Dues and Deductions	10
Association Leave	43
Association Membership	9
Association President Release Time	44
Association Rights	11
Attendance/Meetings and Conferences	41

B

Bereavement Leave	39
Building Working Files	14

C

Calendar	25
Certificated Staff Evaluation	55
Evaluation Criteria – Classroom Teachers	56
Evaluation Criteria – Non-Classroom	66
Evaluation Criteria – ESA	94
Evaluation Criteria – Counselor	96
Evaluation Criteria – Library Media	98
Certification	22, 27, 28, 48, 49
Class Size	51
Elementary Class Size	51
Elementary – Monitoring	52
Elementary PE/Music	51
Exceptions	52
Remedies	53
Secondary Class Size	52
Secondary Monitoring	52
Classified Employees	52
Conferences	17, 41, 47
Conformity to Law	73
Contract Compliance	73
Contracting Out	74
Classroom Visitors	51
Co-Curricular Salary Schedule	79
Community Boundaries	51
Comprehensive Evaluation	55
Credit Reporting	32

D

Disability	12, 34
Distribution of Agreement	73
District/Citizens' Advisory Committee	28
Double Levy Failure	53
Due Process	12
Duration	75

E

Emergency Leave	36
Employee Facilities	26
Employee Rights	12
ESA National Board Certification	49
Exclusive Rights	8
Extended Days – CTE	91
Extra Days – Other	82
Extra Days – Special Services	83

F

Facilities	26
Family Insurance Pooling	34
First Aid/CPR Certification	27
Flex Time	17
Focused Evaluation	62

G

Grievance	
Definition	29
Exception from Procedure	31
Mediation	31
Procedure	29
Process	12
Signing	29
Step 1 – Informal Discussion – Building Level	29
Step 2 – Written Grievance – Building Level	29
Step 3 – District Level	30
Step 4 – Arbitration	30
Supplemental Conditions	31

H

Health Leave	41
--------------	----

I	
Illness	36
Individual Contracts	15, 74
Individual Rights	15
Injury	36
Insurance Benefits	34
Insurance Pool	34
Interns	28
Involuntary Transfer	20
Issuance of Individual Employee Contracts	74

J	
Job Assignment	18
Joint Mission Statement	7
Jury Duty	41

L	
Laid Off Teachers	22
Late Start	25
Layoff	22, 24
Leave of Absence Without Pay	43
Leaves	
Adoption	38
Association	43
Bereavement	39
Disability	34
Emergencies	36
Health	41
Illness	36
Injury	36
Jury Duty	41
Maternity	38
Military	41
Paternity	38
Personal	40
Pregnancy	36
Sabbatical	42
Sick	36
Subpoena	41
Without Pay	43
Length of Workday	
Elementary	15
Secondary	15
Longevity Award	33

M	
Maintenance of Standards	74
Maternity	38
Meetings and Conferences	41
Mentor Teacher Program	50
Military Leave	41

N	
National Board Certification	48
New Staff Orientation	34
New Teacher Support	49
Non-Classroom Teacher Evaluation	66
Non-Professional Duties	27
Non-Renewal	72

O	
Observations	58, 59, 64, 65

P	
Part-time Employees	34
Paternity Leave	38
Payroll	18
Performance Appraisal	
Counselor	105
Educational Staff Associate	102
Library Media Specialist	108
Personal Leave	40
Personal Leave Sharing	41
Personnel Files	13
Planning Time	46
PLC Definition	45
Pregnancy	36
Probation	68
Post-Probation Report, Supervisor's	71
Probationary Period	70
Probationary Period, Evaluation During	70
Pro-Cert Stipend	49
Progressive Discipline	13
Provisional Employees	68

R	
Recognition and Rights	8
Re-Employment of Laid Off Teachers	23
Release from Contract	15
Reopener	74
Reopener Clause	74
Retention by Employment Category	22
Retirement Notification Incentive	33
Right to Due Process	12
Right to Join and Support Association	12
Rights of Management	14

S

Sabbatical Leave	42
Safe and Positive Learning Environment	45
Salaries and Stipends	32
Seniority	21
Sick Leave	36
Buy-Back	37
Sharing	37
Special Education Staff Caseload	85
Special Services Compensation	83
Special Services Operations Council	83
Staff Development	47
Staff Protection	36
Standard Contract	32
Student Discipline	45
Student Teachers	28
Subpoena Leave	41
Substitutes, Certificated	9
Supersede	73
Support for Basic and Unsatisfactory Ratings	67

T

Tax Sheltered Annuities	35
Teacher Leaders	54
Teacher Leader Stipends	80
Time, Responsibility and Incentive (TRI/PRR)	33
TPEP Requirements	55
Transfer	19

V

Vacancies	19
-----------	----

W

Work Day	15
Written Grievance-Building Level	29