

2021-24  
Montesano Education Association  
Collective Bargaining Agreement  
(includes 2022-23 opener update)

Collective Bargaining Agreement with the  
Montesano Education Association  
And  
The Montesano School District No. 66

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## ***PREAMBLE***

This Collective Bargaining Agreement is entered into and between the Montesano School District, hereinafter called the “District” and the Montesano Education Association, hereinafter called the “Association” or “MEA.”

## ***ARTICLE I                    ADMINISTRATION OF AGREEMENT***

### **Context**

**Section 1.1.1** 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 singular and plural.

### **Recognition**

**Section 1.2.1** The District hereby recognized the Montesano Education Association as the sole and exclusive representative for all regular full-time and regular part-time nonsupervisory certificated employees and certificated employees on leave by action of the District’s Board of Directors.

**Section 1.2.2** Such representation shall exclude the Superintendent, Business Manager, Curriculum Director, Employee Relations Director, Personnel Director, Student Services Director, Administrative Assistant, Supervisor of Maintenance and Operations, Principal(s), Assistant or Vice-Principal(s), Activities Director, Vocational Director, Technology Coordinator, Transportation Supervisor, and confidential employees and supervisors as defined in RCW 41.59.

### **Contractual Coverage for Substitutes**

**Section 1.3.1** Substitute certificated employees who have worked for the District for twenty (20) consecutive teaching days, or for thirty (30) cumulative teaching days during any continuous twelve (12) month period, and, who remain available to perform certificated substitute work, shall be considered as members of the bargaining unit. Only the following provisions of this contract, however, shall be applicable to such certificated employees: The provisions of Articles I, III (sections 3.1 through 3.4), and XVII (sections 17.1 through 17.7).

**Section 1.3.2** Any questions of unit determination for employees listed above in this section shall be submitted to the Public Employment Relations Commission (PERC).

### **Status of the Agreement**

**Section 1.4.1** Any individual contract between the District and an individual employee covered by this agreement shall be subject to, and consistent with, the terms and conditions of this

agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**Section 1.4.2** This Agreement shall supersede any rules, regulations, or policies of the District which shall be contrary to, or inconsistent with its terms. Modification of this Agreement is permitted only by mutual consent in writing. All provisions of this Agreement will continue in effect until a successor Agreement is negotiated.

### **Conformity to Law**

**Section 1.5.1** If any provision of the Agreement is found to be contrary to Washington State law, or the U.S. Constitution, such provisions shall have effect only to the extent permitted by law, but all provisions of this Agreement shall continue in full force and effect. Any section or language that is found contrary to law shall be reopened in an attempt to negotiate a successor which is not contrary to law.

**Section 1.5.2** The Association assures the District that its labor union will comply with all state and federal guidelines and/or regulations. Therefore, all applicants seeking employment opportunities and contracts for goods and services will be considered and not discriminated against on the basis of race, color, creed, national origin, gender, age, disability, marital status, or sexual orientation (including gender expression or identity) in accordance with State and Federal Law.

## ***ARTICLE II***

## ***ASSOCIATION RIGHTS***

### **Use of Buildings, Bulletin Boards, Equipment, Mailboxes**

**Section 2.1.1** The Association and its members can use school building facilities for meetings at all responsible times, provided it does not interrupt normal school operations or assigned duties. Buildings use shall be arranged through the building principals. Pursuant to RCW 28A.320.510, the District has the right to require a reasonable rental fee for the use of school district facilities.

**Section 2.1.2** The Association will be allowed to use in-district mail service, email, and employee mailboxes for the dissemination of announcements and information to the employees of the District. Association correspondence shall include the Association official title and indicate the Association representative issue the correspondence.

**Section 2.1.3** The Association acknowledges that the equipment and facilities identified in this section are public resources that may be monitored and that Association use of this equipment and facilities does not create an expectation of privacy for their use. No Association use of District facilities or equipment will interfere with the operation of the District's business or cause additional expense to the District. Association members shall not use the resources identified in this section for personal purposes (matters which do not relate to official Association or District

business). The Association agrees to comply with any other limits placed on the District's use of the resources identified in this section by the District's provider or by legal definition.

**Section 2.1.4** The Association can use the District's equipment when such equipment is not otherwise in use. Use of such equipment shall be granted by the building principal. The Association shall reimburse the District for supplies and materials incidental to such use.

**Section 2.1.5** The Association can post notices of activities and matters of Association concern on a bulletin board in the faculty lounge in each school building of the District.

**Section 2.1.6** Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided it does not interrupt the normal school operations or assigned duties. It is the responsibility of the above-mentioned Association representative(s), if they are from another building with the District and/or from outside the District, to report to the building principal's office prior to contacting members in an individual building. Any mutually agreed upon meetings during the workday between the Association and the District will result in no loss of pay.

### **Distribution of the Agreement**

**Section 2.2.1** Within twenty-five (25) working days following ratification signing of this Agreement, the District shall send an electronic copy through District email to all certificated staff as well as place the Agreement on the District website. All new employees to the District shall be provided an electronic copy of the Agreement by the District upon issuance of their personal service contract. Fifteen (15) additional copies shall be provided to the Association.

### **Management Rights**

**Section 2.3.1** The right to manage the school district and to direct its employees and operations is vested and retained by the Board of Directors, except as this right is expressly limited by this Agreement.

### **Association Exclusivity**

**Section 2.4.1** Duly authorized representatives of the Association are afforded all rights and privileges set forth in this agreement. These rights and privileges are afforded to the Association as legal representatives of all employees covered under this agreement.

### **Wednesday Meetings**

**Section 2.5.1** The District will make every effort not to schedule required meetings on the last two Wednesdays of the month, as it conflicts with employees' individual responsibilities to represent the Association.

## **Sharing of Public Information**

**Section 2.6.1** In response to reasonable requests, either party agrees to make available such public information as may be necessary for collective bargaining, processing grievances or any other transactions mutually agreed upon. Exceptions to information shared will be personnel files which are confidential, except by permission of the affected employee(s).

## ***ARTICLE III***

## ***EMPLOYEE RIGHTS***

### **Right to Organize**

**Section 3.1.1** Employees shall have the right to self-organization, to form, join, or assist an employee organization to bargain collectively through representatives of their own choosing.

### **Non-Discrimination**

**Section 3.2.1** Neither the District nor the Association shall unlawfully discriminate against any employee or applicant for employment by reasons of race, creed, color, marital status, gender, age, domicile, national origin, sexual orientation or because of their membership or nonmembership in employee organizations.

District policy ensures all employees will be in an environment free of sexual, ethnic and gender harassment, per RCW 28A.640.020.

### **Harassment**

**Section 3.3.1** The Montesano School District has adopted policies on harassment. They may be found on the District's website under school board policies. In addition, they are also posted in each school building. Any questions, concerns, or complaints should be directed to an employee's supervisor or to the Superintendent.

### **Personnel File**

**Section 3.4.1** Employees shall have the right to review, by prior appointment, all materials in their personnel file. The Superintendent or his/her/their designee may be present during this review. At the certificated employee's request, a representative of the Association may accompany the employee in review of his/her/their file.

**Section 3.4.2** No part of an employee's personnel file, except for his/her/their employment contract or other public documents, will be given to anyone without the consent of the employee or a court order. If any documents are to be examined by a third party, the employee shall be present at that time.

**Section 3.4.3** Derogatory information can only be entered into the employee's file under the following conditions:

- A. The employee will be notified in writing within two (2) working days that such information has been placed in the file.
- B. Employees shall have the right to answer and/or refute, in writing, any materials which may be judged by them to be derogatory to their conduct, service, competence, character, or personality.
- C. The written response shall be made part of the employee's personnel file.
- D. If a third-party request for viewing and/or copying material from an employee's personnel file is made, the employee shall be notified within one (1) business day (24 hours).
- E. All negative documents, excluding evaluations, may be expunged after two (2) years, upon an employee's written request.
- F. If an anonymous letter or information comes to any administrator, it must be brought to the attention of the employee in writing, before any formal action is taken.

## **Academic Freedom**

**Section 3.5.1** The District believes that controversial issues are part of the District Instructional Program, when related to subject matter in a given grade level or specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of students. Questionable matters shall be referred to the principal for decision.

**Section 3.5.2** In discussing controversial issues, the employee will encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions. When discussing controversial issues, the employee will respect positions other than her/his/their own. Students will be encouraged, after class discussion and independent inquiry, to reach their own conclusion regarding controversial issues.

## ***ARTICLE IV***

## ***CALENDAR AND BUILDING HOURS***

### **Calendar**

**Section 4.1.1** The District and the Association agree that the school calendar is a mandatory subject of collective bargaining. The school calendar involves the number of teaching days, in-service days, vacation periods, and length of the school year.

**Section 4.1.2** The opening day of school is not subject to collective bargaining. As to the opening day of school, the school district shall give notice to the Association of the proposed opening date and a reasonable opportunity to present to the Board of Directors and the School District the Association's view as to the date that school should open prior to the adoption of the opening day of school by the Board of Directors of the School District.



**Section 4.1.3** MEA will make every effort to collaborate with the employees outside this bargaining group to develop the school calendar.

**Section 4.1.4** The District and MEA agree that, if the District decides to hold an open house, every effort will be made to only hold it on the evening of a workday, which may include training days that have already been agreed to in calendar negotiations, unless by mutual agreement of the District and the Association. If it is not possible, the Association and the District will meet to resolve any conflict.

**Section 4.1.5** The District will provide a copy of the current school year calendar and pay schedule for certificated staff.

### **Building Hours**

**Section 4.2.1** Regular hours for employees shall be seven and one half (7 ½) hours, beginning at 7:50 a.m. and ending at 3:20 p.m., and shall include a minimum of thirty (30) continuous minutes of duty-free lunch. During late-start schedule due to inclement weather, employees should arrive at school as soon as they safely can, or at least thirty (30) minutes prior to the start of the regular schedule.

**Section 4.2.2** The District shall make every effort to average the number of subject area preparations at the desirable level of three (3) per full time secondary employee.

**Section 4.2.3** Educational employees shall also be entitled to planning time each day to be used for lesson planning, paper corrections, student/parent conferencing, etc. Classroom employees at the elementary level will have no less than forty (40) continuous minutes per day of instructional planning time.

This time excludes before and after school, lunch-time, and one (1) fifteen (15) minute recess may be granted at/by the principal's discretion.

**Section 4.2.4** Each employee who loses one (1) preparation period to cover another employee's class, or to proctor federal, state, or district assessments, when approved by the building administrator, will be compensated at fifty dollars (\$50) per incident and reimbursed monthly.

**Section 4.2.5** A teacher has the right to decline to cover a class and a reason does not have to be given.

**Section 4.2.6** In the event that no certificated staff member is found that is willing or able to cover a class, an administrator may be required to cover it instead.

### **Meetings**

**Section 4.3.1** Employees (with the exception of emergencies and conferences), will not be required to attend more than two (2) staff meetings per month. The time before and after school shall be unassigned by the District and utilized by certificated employees for preparation time.

**Section 4.3.2** Employees shall attend staff meetings outside of buildings when required by the Superintendent or building/program administrator. Employees shall adhere to their assigned daily schedule.

### **Early Release Days**

**Section 4.4.1** Staff shall have the option of leaving fifteen (15) minutes after students are released on the following early release days:

Thanksgiving Break  
Winter Break  
Last day of school

## ***ARTICLE V***

## ***CONTRACT***

### **Basic Contract**

**Section 5.1.1** The District shall provide each certificated employee a contract in conformity with the laws of the State of Washington and the regulations of the state Board of Education. Two (2) copies shall be given to the employee each year for signature. Both copies shall be returned to the District to be signed by the duly authorized representative of the District. One (1) copy shall be placed in the individual employee's personnel file, and one (1) copy shall be returned to the employee.

**Section 5.1.2** If the state changes the number of base contract days, the annual base contract will reflect only the number of days as established by legislative funding. Days added by the Legislature for Learning Improvement (LID), or other similar days, will be included in this agreement.

Starting in the 2020-21 school year, three (3) days will be funded to include a 183-day contract. In the event the legislature adds or subtracts LID days during the life of this contract, the parties will meet to negotiate the impact.

### **Extended Contracts**

**Section 5.2.1** Any employees with additional contracted days must submit a timesheet for their extended time. The following positions covered under this CBA shall be granted an extended contract for the number of days specified:

**Section 5.2.2** Secondary counselors will receive an extended contract of twenty (20) days (10 before school starts and 10 after school ends) at their per diem rate.

**Section 5.2.3** The district librarian will receive an extended contract of ten (10) days at their per diem rate.

**Section 5.2.4** Each CTE teacher that has to maintain an educational space where a CTE class is taught shall receive five (5) additional days during the year in order to maintain each of those facilities and to do additional CTE related work, such as development of frameworks. Any teacher that currently receives more time to maintain their facilities shall be grandfathered in to their current number of days.

This includes, but is not limited to the following facilities: Wood Shop, Metal Shop, Greenhouse, Computer Labs, Robotics Lab, IMS Lab, Family & Consumer Science Lab.

**Section 5.2.5** Each Special Education certificated staff will receive six (6) additional days for recordkeeping/program planning and IEP meetings which go beyond the workday at per diem. Special Education certificated staff will submit a completed supplemental time record form to the Student Services Director for compensation by June 1.

### **New Employees**

**Section 5.3.1** New employees will be paid one extra day for orientation/curriculum purposes at curriculum rate above the regular contract agreement. Per state law, the District shall provide thirty (30) consecutive minutes, during a new employee's orientation, in order to discuss the Association's role and share this contract.

### **Per Diem & Curriculum Rates**

**Section 5.4.1** Each member's per diem rate is defined as the daily rate from their placement on the salary schedule agreed to in this Collective Bargaining Agreement. This shall be calculated by dividing their annual salary by one hundred-eighty (180). A full day at per diem rate is seven and a half (7.5) hours. For an hourly rate, per diem shall be divided by seven and a half (7.5).

**Section 5.4.2** Curriculum Rate is set at \$300/day. A full day at curriculum rate is six (6) hours. For an hourly rate, \$300 shall be divided by six (6).

### **Training Days**

**Section 5.5.1** Prior to the 2018-19 contract, the district provided two days professional development during the school year. By prior agreement, that training occurred on-site, or the district informed staff of optional training opportunities at offsite locations around the same time. Alternatively, if approved by a building administrator in advance, an employee covered by

this agreement may have attended a professional development at an offsite location in lieu of attending the District's professional development day.

If, at some point in the future, such training days are restored, the option of attending an offsite training be available.

Approval must be completed in advance of each training day. The orientation/training days immediately before the first day of school are specifically excluded from being swapped for other PD. The offsite training does not need to occur on the same day as the school's training, but may occur before or after the district's scheduled days, including training in the summer.

## ***ARTICLE VI***

## ***REDUCTION IN FORCE***

### **Reduction in Force**

**Section 6.1.1** The term "reduction" or "RIF" as used herein refers to action by the Board of Directors reducing the number of certificated employees in the District due to economic reasons and/or decline in enrollment. Reduction of certificated employees with valid contract shall not be made during the school year. In the event of reduction, the District shall provide written notice by certified mail on nonrenewal to all affected certificated employees on/or before May 15th, as required by RCW 28A.405.210. When possible, the Association shall be notified of anticipated reductions no later than May 1st. The District shall ensure that employees are advised of their right to have an Association representative present at any meeting, which is conducted between the Administration and employee regarding potential RIF or re-assignment.

**Section 6.1.2** Each year, the District shall provide the Association with an updated Seniority list by March 15th. Employees will have ten (10) working days to notify the District of any corrections or discrepancies. The District will then respond with a new list within five (5) working days after the correction deadline, if any corrections are needed.

**Section 6.1.3** Credits applicable for a placement on the salary schedule must be earned prior to October 1 of the current school year and documented by official transcripts. It will be the responsibility of the individual employee to furnish the District with such documentation on or before November 1 in order to be placed in that year's schedule and seniority list.

**Section 6.1.4** Part-time employees will have, for retention purposes only, seniority as established by the above section unless they were reduced to half-time employment from previous full-time employment at the District's request. Part-time employees will not be eligible for contract conditions other than those held at the time of the retention determination.

Each employee will be considered for retention for which he/she/they is qualified, by either certification or endorsement.

**Section 6.1.5** The prerequisite for retention will be a valid Washington State certification and valid endorsement which may be required for the position held at the time the RIF is adopted.

**Section 6.1.6** Seniority shall be based on the total number of years the employee has taught in Washington state. In order to determine the number of years, the District and the Association agree that the years of service credit as recognized by the Washington Teachers' Retirement System shall prevail. Seniority includes Washington state teaching service prior to resignation or leave and excludes substitute service.

**Section 6.1.7** Employees have the option of buying back their substitute or out-of-state time through the Department of Retirement. Employees must notify the district office by November 1 and provide documentation if they have purchased their substitute time for consideration of seniority.

**Section 6.1.8** Provisional employees, as described in RCW 28A.405.220, shall be considered for retention and district seniority status during the event of a RIF. Seniority shall be based on the total number of years taught in Washington State, excluding substitute service, as described above in subsection C.

**Section 6.1.9** Certificated employees shall qualify for retention in available positions for which they are certificated and endorsed. In the event that there are more qualified employees than available positions, the following criteria shall be used to determine which employees shall be retained.

1. Total seniority as defined in subsection C as a certificated employee shall be the basis for each position.
2. Within each endorsement area, the employee(s) having the greater seniority as defined in subsection C shall be retained. The District will retain or recall employees with unique qualifications. The District will retain or recall said employee, provided that no employee with more seniority qualifies for said position.
  - a. In the event the tie still exists, the employee(s) having the greater seniority in the Montesano School District shall be retained.
  - b. In the event the tie still exists, the employee(s) having the highest number of college or university credits beyond the BA degree as recorded in the personnel office at the beginning of the current school year shall be retained.
  - c. In the event the tie still exists, the employee(s) having the greatest amount of substitute time in the Montesano School District shall be retained.
  - d. In the event the tie still exists, the employee(s) having the highest composite score on their last comprehensive evaluation in the Montesano School District shall be retained.
  - e. In the event the tie still exists, a final selection shall be made by lot by a disinterested third party.
1. The District shall not partially layoff an employee without mutual agreement from the Association.
2. The more senior employee will be retained or recalled to full-time positions before any less than full-time positions are offered.

3. The list of proposed retention and layoff shall be delivered to the Association by May 15 of the year that this procedure is being implemented. The District will post and make available said list for certificated staff to review.

**Section 6.1.10** If an employee believes that he/she/they should be qualified for a position, or that another employee has been wrongfully considered for a position, the employee must notify the Superintendent in writing with five (5) working days of the date upon which the Association was tendered the list. Such written notification must allege the facts which make the employee's seniority or position ranking incorrect according to the criteria contained in the certificate/endorsement. Failure to make such a timely notification shall waive an employee's right to later challenge the inappropriateness of the employee's seniority ranking and position placement.

### **Employment Pool**

**Section 6.2.1** All certificated employees who are not recommended for retention in accordance with these procedures shall be terminated from employment and placed in an employment pool for possible reemployment for a period of up to two (2) years. Employment pool personnel shall be offered the open positions within the categories or specialties for which they are qualified. If more than one (1) such employee is qualified for an open position, the criteria shall be applied as in subsection G. In case of recall, the most senior shall be hired first, within the individual employment categories and specialties.

**Section 6.2.2** It shall be the responsibility of each certificated employee placed in the employment pool to notify the Superintendent or his designee in writing by May 1 of the following year, if such employee wishes to remain in the employment pool. If such notification is not received, the name of any such certificated employee shall be dropped from the employment pool.

**Section 6.2.3** When a vacancy occurs for which a person(s) in the employment pool qualifies, notification from the District to such an individual shall be by certified mail or by personal delivery. The Association will also be notified. Such individuals shall have seven (7) calendar days from the receipt of the letter to accept the position. If an individual fails to accept more than one (1) position offered, such individual shall be dropped from the employment pool.

**Section 6.2.4** Employees who were previously assigned to full-time teaching positions shall be recalled to full-time teaching positions provided such employees shall have the option of accepting or rejecting any part-time teaching position unless such a position is declined by all employees (full and part time) with greater seniority.

**Section 6.2.5** When a certificated employee is recalled, he/she/they shall be granted the years of experience, days of accumulated sick leave, and seniority which he/she/they had at the time of the RIF. In addition, if during the period of reduction, a laid-off employee increased his/her/their education training, then upon recall, he/she/they shall have the additional training credited to

him/her/them, and such additional training shall be used to calculate his/her/their position on the salary schedule.

**Section 6.2.6** While in the employment pool, a certificated employee may, at his/her option, be continued in any insurance program(s) of the District, provided he/she reimburses the cost of the program to the District in advance by the first of each month.

**Section 6.2.7** Certificated employees whose names are in the employment pool shall be given, upon request, preferred consideration in the District's day-to-day employment of substitutes.

## ***ARTICLE VII***

## ***VACANCIES AND TRANSFERS***

### **Vacancies**

**Section 7.1.1** The District shall attempt to determine, as accurately as possible, as of May 1, the total number of certificated staff known to be leaving the District for reasons of retirement, family transfer, normal resignation, leaves, discharge, nonrenewal, etc., and these vacancies shall be taken into consideration in determining the number of available certificated positions for the following year.

**Section 7.1.2** All open positions shall be posted for five (5) working days in designated areas. All open positions will be emailed to the district email address of all current certificated employees by the District on the first day of a posting. Current employees will be given first consideration for any vacancies or new positions. Interested employees are required to inform the District of their interest in letter or email form. The District will make every effort to inform employees when positions become open during the summer break. Employees are responsible for checking their email to monitor for open positions.

**Section 7.1.3** If two employees are equally qualified for the position, the employee with more Washington state seniority, based on service credit, will be given the position. If the district determines that a more junior person is better qualified to be of service in a particular position due to instructional requirements and the best interest of the school system and its pupils, the senior person who is denied the position will be given the reason for denial in writing.

### **Assignments and Transfers**

**Section 7.2.1** Grade, subject, and activities assignments shall be made by the District, taking into consideration the employee's professional training, experience, specific achievements and service to the District.

**Section 7.2.2** An involuntary transfer occurs when an employee is transferred from one teaching assignment to another without their approval. All employees will be subject to involuntary transfer, provided they are qualified to fill the position, and provided the District has asked for voluntary transfers first and has posted the position. When employees are equally qualified for a position, the least senior person will be transferred. If the District determines that a more junior

person is better qualified to be of service in a particular position, due to 1) instructional requirements and 2) the best interests of the school system and/or its pupils, the senior person who is transferred over the junior person will be given the reason for the transfer in writing. A copy of the letter will be forwarded to the Association. Any person who is involuntarily transferred will not have to accept another involuntary transfer for a period of two (2) years. When it becomes necessary to involuntarily transfer an employee, that person shall be given three (3) weeks prior notice. The employee may request training related to the new assignment with supervisor approval. The cost of registration will be paid by the District.

**Section 7.2.3** A voluntary transfer occurs when the administration asks an employee to transfer assignments and the employee agrees, or at employee request.

**Section 7.2.4** At the elementary level, the transfer criteria will be if a teacher is moved from their current grade level to any other assignment. At the secondary level, the criteria for a transfer will be if a teacher is assigned a section of a class in a subject or grade level that they have not taught in the last four (4) years.

**Section 7.2.5** A transfer will also have been deemed to have occurred when employees move between buildings and grade levels.

**Section 7.2.6** Employees shall be notified in writing of their individual assignments once the determination of assignments has been made. Such notification will include position, building, grade level, class, or subject, and other pertinent facts concerning the assignment. The District agrees to post, in designated areas, a list of new vacancies known to the District which will occur for the following school year. Employees will be permitted to apply for new vacancies.

### **Compensation for Building/Room Transfers**

**Section 7.3.1** The District will grant, at four (4) days compensation at the curriculum rate, to teaching staff that are transferred to a new teaching assignment in a different building. This will allow them to have paid time to prepare for their new classroom and curriculum needs.

**Section 7.3.2** Elementary teaching staff that are reassigned to teach a different grade and/or are relocated to a different room in the same building will be granted three (3) days compensation at the curriculum rate to move. Secondary teachers that are relocated to a different classroom will also receive three (3) days compensation at curriculum rate to move.

**Section 7.3.3** Secondary teaching staff that receives a different teaching assignment that involves teaching classes or sections that they have not taught in the last four (4) years, shall receive one (1) day of pay at curriculum rate per qualifying class.

**Section 7.3.4** During school construction, staff required to move to a different building will be paid three (3) days at curriculum rate per move.



## ***ARTICLE VIII***

## ***LEAVES***

### **Sick Leave**

**Section 8.1.1** At the beginning of the school year, each employee shall be credited with an advanced sick leave allowance of twelve (12) days with full pay, to be used for absence caused by illness, injury, or other disability. Each employee's portion of unused sick leave allowance shall accumulate from year to year as provided by Washington state law. Sick leave is defined to cover: illness or injury of the employee (or member of the employee's household), serious injury of the employee (or member of the employee's household).

**Section 8.1.2** Consistent with the Washington Family Care Act, RCW 40.12.265, and notwithstanding any other provision of this agreement, an employee may utilize earned sick leave to care for: a child of the employee with a health condition that requires treatment or supervision; or a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

**Section 8.1.3** Every employee holding a regular part-time position shall accrue such leave with pay in proportion to the number of days worked as it relates to the contracted school year.

**Section 8.1.4** Compensated leave may be applied to absence caused by illness, injury or disability of an employee. Compensated leave may be used for medical, dental, therapy, or ocular appointments when an absence during working hours for this purpose is authorized forty-eight (48) hours in advance by the appropriate supervisor. In any instance involving the use of a fraction of a day's sick leave, the minimum charge to an employee's sick leave account shall be one (1) hour. After five (5) consecutive work days, the employee will be required to furnish a certificate issued by a licensed physician or other satisfactory evidence of illness to the principal. When an employee will be absent from work due to illness, he/she/they shall give notice to the principal, or the person designated by the Superintendent to receive such notice no later than 7:00 a.m. on the first day of the illness. If the absence may be for consecutive days, the District should be notified of a probable date of return.

**Section 8.1.5** School Board sick leave attendance incentive policy, in effect as of May 15, 1984, shall remain in effect for all employee members of the bargaining unit during the term of this agreement as per WAC 392-136-015 through 085.

**Section 8.1.6** Unused sick leave will accumulate from year to year to the legal limit.

**Section 8.1.7** The School Board leave sharing policy in effect as of March 19, 1991, shall remain in effect for all employee members of the bargaining unit during the term of this agreement. At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four days accrued leave for illness or injury. Provided that an employee shall be entitled to all the benefits conferred by this section as the effective date

of the act. Employees new to the District will be credited with their sick leave balance from any other Washington state school district.

### **Leave of Absence**

**Section 8.2.1** An employee who is unable to perform his/her/their duties because of personal illness or other disability may, upon request, be granted a leave of absence without pay at the exhaustion of sick leave. Leave under these conditions may be renewed annually. Application for leave and application for the renewal of leave of absence for such shall be made in writing to the Superintendent. An employee who has been granted leave may return to service during the period of the leave after fifteen (15) days written notice to the Superintendent and, with written permission of his/her/their personal physician to his/her/their original or similar position for up to two-year leave allowance.

### **Family Medical Leave Act**

**Section 8.3.1** The District agrees to comply with the provisions of State and Federal laws regarding leave, including the Family Medical Leave Act (FMLA) and the Washington State Family and Medical Leave Act, and will grant leaves to qualified certificated staff for qualifying events according to the law as now or hereafter amended, provided written verification from the employee's health care provider verifying the leave request is received and notification for leave requirements have been met according to law.

### **Maternity, Paternity, and Adoption Leave**

**Section 8.4.1** With regard to maternity leave, paternity leave, and adoption leave, as soon as any certificated employee becomes aware of their own, their spouses, or their significant other's pregnancy (or an impending adoption) and they plan on taking leave, it would be appropriate for the employee to inform their building principal so plans can be made for alternate staffing.

**Section 8.4.2** The employee may apply to the Superintendent for maternity/paternity/adoption leave to take effect on a date upon which he/she will be unable to carry out his/her/their teaching assignment. A physician's recommendation will be the determining factor in deciding the last day of work. The date that the employee returns from maternity/paternity/adoption leave to his/her/their same, or similar, position will be determined in the same fashion.

**Section 8.4.3** Disability relating to pregnancy, miscarriage, or delivery will be recognized as paid sick leave with proper certification from the attending physician. The Superintendent may require written verification from the employee's health care provider.

### **Second Opinion**

**Section 8.5.1** The District may obtain the opinion of a second health care provider, at District expense, concerning any information pertinent to the employee's leave request. If the opinions of the health care providers differ on any matter determinative of the employee's ability for

family leave, the two health care providers shall select a third provider, whose opinion, obtained at the employer's expense, shall be conclusive.

### **Return from Leave**

**Section 8.6.1** Reinstatement of an employee returning from an authorized family leave need not occur if: a) the specific job is eliminated by a bona fide restructuring, or a RIF resulting from lack of funds or lack of work, b) an employee fails to provide the required notice of intent to take family leave or fails to return on the established ending date of leave.

**Section 8.6.2** If an employee fails to return from family leave, the District may recover the costs of the employee's health benefits paid during the leave. Instructional staff may be required to delay their return from family leave to the beginning of the next semester under the following circumstances:

- a. The employee began leave five (5) or more weeks before the end of the semester, the leave is for more than three (3) weeks, and the employee would otherwise return to work within three (3) weeks of the end of the semester.
- b. The employee began family leave (except for a personal health condition) less than five (5) weeks before the end of the semester, the leave is more than two (2) weeks, and the employee would return to work within two (2) weeks of the end of the semester.
- c. The employee began family leave (except for a personal health condition) three (3) or fewer weeks before the end of the semester and the periods of leave are more than five (5) working days.

### **Bereavement Leave**

**Section 8.7.1** Employees will be granted a leave with pay of not more than five (5) working days per occurrence, when the absence is occasioned by the death of a father, mother, child, stepson or stepdaughter, foster child, grandchild, brother, sister, spouse, domestic partner, or dependent relative residing in the household of the employee of the District. Three (3) working days will be granted for the parent of a spouse, grandparents, sister or brother-in-law. One (1) working day of bereavement leave shall be granted for an aunt or uncle. It is agreed between the parties that bereavement leave is non-cumulative and is not deducted from accumulated sick leave. One (1) day of leave, deducted from sick leave, will be granted to employees on the occasion of the death of other relatives or persons living in the employee's household.

**Section 8.7.2** At an employee's request, additional leave for bereavement leave will be granted after the leave with pay has been taken and shall be deductible from sick leave. Under circumstances where the actual memorial or burial service is held at a later date, an employee may request bereavement leave be delayed.

## **Emergency Leave**

**Section 8.8.1** Emergency leave shall be granted in the case of illness, accident or death of a family member or close friend of the employee. Emergencies not covered here or in subsection G, may be granted by the Superintendent for matters of a personal emergency nature that cannot be done outside school hours. The situation shall be one that is unavoidable and not mere convenience. Emergency leave shall be deducted from the employee's sick leave. "Emergency leave" shall be administered in the following fashion: one to three (1-3) days by the Superintendent, a period exceeding three (3) days with the permission of the Board of Directors.

## **Personal Leave**

**Section 8.9.1** Each regular, full-time employee is granted personal leave subject to the following:

- a. Two (2) new personal leave days will be given per year.
- b. Personal leave will not be deducted from sick leave
- c. Personal leave cannot accumulate to more than four (4) days that can be used in one (1) school year.
- d. When an employee has more than two (2) personal leave days left at the end of the school year, the leave time in excess of two (2) days will automatically be paid at the curriculum rate per day on the August paycheck.
- e. Partial days will be prorated. This also applies to retirees and employees resigning.
- f. Personal leave cannot be used to extend holidays and/or three (3) day weekends without the prior approval of the Superintendent.
- g. The District will limit, on a first-come/first-served basis, three (3) elementary and three (3) secondary personal leave requests per day.

## **Professional Meetings and Conferences**

**Section 8.10.1** Leave for purposes relating to professional growth of employees may be granted upon written application to the Superintendent. Expenses may be allowed in conjunction with this leave upon the District's reviewing appropriate receipts. For Master Grant Monies (MCM), see Art. IV Section 6.

## **Association Leave Time**

**Section 8.11.1** Up to eight (8) days total leave shall be allowed for the Association President(s), or his/her/their alternates, for Association business. Additional days or leaves may be granted at the Superintendent's discretion. Notification of leave shall be presented by the Association President(s) in writing to the Superintendent at least one (1) week before the leave is to take effect. The Association shall reimburse the District at the current substitute rate.

## **Other Leaves**

**Section 8.12.1** Leave of absence, for up to one (1) year without pay may be granted to employees by the Board for the purpose of study, travel, recuperation, child care, or working in a professionally related field, and for the Association or Association related business. Upon return from leave, the employee may be placed in the position last held or in a position he/she is qualified to teach. Upon request by the employee, such leave may be renewed for up to one (1) additional year.

## ***ARTICLE IX***

## ***ECONOMIC PROVISIONS***

### **Salary Schedule**

**Section 9.1.1** All employees shall be appropriately placed on the salary schedule in this collective bargaining agreement according to their experience (total number of years taught under an individual contract) and education (degree(s) and credits).

**Section 9.1.2** An employee's placement on the salary schedule shall be known as their "base" salary.

**Section 9.1.3** All employees shall verify their salary and placement annually and shall immediately report any discrepancy to their building principal and the Superintendent. Horizontal movement on the salary schedule beyond initial certification shall be controlled by the following:

- a. Experience and Education increments shall be paid to those employees who have earned additional credits and/or experience for advancement on the District salary schedule, effective September 1.
- b. Courses submitted for credit on the salary schedule shall be either in the employee's major or minor college areas or related to their current teaching/work assignment.
- c. Classes not within an employee's major or minor college areas or relating to their current teaching/work assignment shall require prior approval by the Superintendent or his designee.
- d. The District shall accept all clock hour and in-service credits that meet the state Board of Education approval standards for clock hours and in-service credit. The credits shall count for advancement on the District salary schedule.
- e. Ten (10) clock hours of in-service shall be equal to one (1) university quarter-schedule credit and shall be recognized for district salary schedule placement.
- f. It is the responsibility of the individual employee to ensure that all subsequent courses taken after September 1, 1995 will meet the state criteria for WAC 392-121-262.
- g. Credits earned by October 1 shall be considered for advancement on the salary schedule.
- h. All employees who have earned credits for advancement on the salary schedule shall submit an official college transcript or approved clock hour form per OSPI and state Board of Education by November 1.
- i. Employees hired after the commencement of the school year will have 30 calendar days to submit their official transcripts or clock hour forms for placement on the current year's salary schedule.

**Section 9.1.4** If the state Legislature makes substantial changes to compensation funding, the parties will meet to negotiate the effect of such change.

### **Payment**

**Section 9.2.1** Employees shall be paid in twelve (12) monthly installments on the last business day of the month.

**Section 9.2.2** All compensation owed to an employee who is leaving the District shall, upon request, be paid within their next payroll period.

**Section 9.2.3** In an effort to better plan for the upcoming school year, the District will provide incentive pay for retiring staff that give prior written notice. Employees giving notice by the last day in January will receive \$500, and by the last day in February will receive \$300. Payment will be included in the employee's final paycheck from the District.

### **National Board Stipend**

**Section 9.3.1** As long as the state continues to fund stipends for National Boards, the district shall pass through the stipend to any qualifying employee.

**Section 9.3.2** The District shall support teachers who pursue National Board Certification by providing two substitute release days once they have completed the initial process.

### **Travel**

**Section 9.4.1** Employees authorized to use their private automobiles to travel on school business shall be reimbursed for mileage at the current IRS rate. All employees who, by nature of their assignment, must use their private automobiles to travel between schools, or are required to make home visits, shall also be reimbursed for mileage at the current IRS rate.

### **Co-Curricular Positions**

**Section 9.5.1** Information on specific co-curricular activities can be found in the following places. Appendix C includes the salary schedule for co-curricular positions designated in this agreement. Additional descriptions of the requirements and expectations for each position are located in Appendix E.

**Section 9.5.2** The co-curricular salary schedule will be based on the 2017-18 state salary schedule, with a 3.1% increase applied for 2018-19, and increasing by the IPD thereafter.

**Section 9.5.3** In the case of co-curricular activities where students are competing at the regional, state, and national level tournaments, if such tournaments are held on days when school is not in session, the advisor(s) shall be compensated at the curriculum rate for each day worked.

## **Pay for Regular Part-Time Substitute Employees**

**Section 9.6.1** Regular, part-time substitute employees who continue to be employed by the District after twenty (20) consecutive days or more in the same assignment shall be paid one one-hundred eightieth (1/180) of the base salary of the certificated salary schedule for each day employed, beginning with the twenty-first (21st) consecutive day in the same assignment. No other provision of this Agreement shall be applicable to regular, part-time substitute employees unless specified in Article. I, Section 1.3.1

## **Insurance**

**Section 9.7.1** Upon an annual affirmative vote by the bargaining unit, MEA members with an excess of one hundred and eighty (180) days of sick leave may contribute to the VEBA III annual sick leave buyout. A retirement VEBA III plan is also available to retiring employees.

**Section 9.7.2** The District shall cover 100% of the contribution to Washington state's paid Family Leave Act for any employee covered by this agreement for its duration.

## **Purchasing a Teacher Preparation Period**

**Section 9.8.1** At the secondary level, an employee is considered to be full-time if they teach five periods, with a single period given during the day for the purpose of preparation. In the event there are more sections of classes than there are teachers, the preferred solution would be to hire additional staff.

**Section 9.8.2** If it is not possible or realistic to hire additional staff, a teacher at either the elementary or secondary level may have their preparation purchased by mutual agreement between the staff member and the building principal, however the position must be posted.

**Section 9.8.3** The following criteria will be used to select the certificated employee(s) that have their preparation periods purchased, if multiple teachers apply for the same position:

1. Teaches additional sections of the same class
2. Previous experience teaching the class or subject
3. Seniority

**Section 9.8.4** When an employee has their preparation period purchased, they shall be compensated at the rate of an additional twenty (20) percent of their base salary, according to the district salary schedule.

## **Teaching a Zero Hour Class**

**Section 9.9.1** If a staff member performs additional teaching duties above and beyond the regular school day, to teach an additional class, with the approval of the building principal, he/she/they will be compensated in one of the following ways by mutual agreement:

- a. Compensation at the same rate as a prep period purchase (pro-rated for a part-time class).

- b. The teacher has an altered schedule and may leave one hour earlier.
- c. Receive an additional prep period during the day.

### **Special Education Teachers**

**Section 9.10.1** If, due to the extended absence of a special education teacher, another special education teacher must cover a student's Individual Education Plan meeting (and test, create, modify, etc.), that teacher shall be compensated at 2 hours per IEP.

### **Enhanced Responsibility Pay**

**Section 9.11.1** For the purposes of a) enhancing student learning, b) improving efficiencies for the District and employees, there may be a need for employees to complete certain additional responsibilities outside of the base contract day and work year. Each employee will have the option of accepting an enhanced responsibility position, when available, based on the job's criteria and following the hiring practices agreed upon by the District and the Association. The employee will receive supplemental pay for such positions. Payment rates are not always set by the District and may be grant funded.

### **ESA Salary Schedule Placement**

**Section 9.12.1** In determining year of experience for: School Counselors, Occupational Therapists, Physical Therapists, Special Education teachers, Speech and Language Pathologists, and School Psychologists, Social Workers, Audiologists, and Nurses the following shall apply: Standards for recognizing and calculating this experience credit generally will be the same as those set forth in WAC 392-121-264, except for the two-year limitation appearing therein.

- a. Experience will include employment working in the positions listed above in both school-based and non-school-based positions.
- b. The calculation of years of experience shall be one hundred eighty (180) days within a 365-day period in a school or other non-school position counts as one year of experience for the purposes of calculating placement on the salary schedule.
- c. Years of experience are not limited to experience within the state of Washington.
- d. Employment as occupational therapists, physical therapists, special education teachers, speech-language pathologists, audiologists, counselors, social workers, nurses, or school psychologists shall be limited to the following:
  - i. In positions requiring licensure or certificated ESA, or comparable out-of-state employment.
  - ii. While holding a valid license or comparable credential
  - iii. After completing the minimum requirements for certification or licensure.
- e. It is the responsibility of the individual to provide any verification to the district for placement.



**ARTICLE X**

**CLASS SIZE**

**General Education Class Size**

**Section 10.1.1** Class size limits by grade level:

K-2	23
3-4	25
5-6	27
7-12	32/period total (except Band, CTE, P.E., and Science)
P.E.	36
Band	Class period over 40 = 1 full-time aide

**Section 10.1.2** CTE and Lab Science classes receive additional funding from the state to keep class size low. Due to safety concerns, every effort will be made to keep from overloading these classes. Enrollment will not exceed the number available stations, when applicable.

**Section 10.1.3** A class size irregularity may occur when a class(es)' student enrollment exceeds the following number of students for a minimum of ten (10) school days:

**Class Size Committee**

**Section 10.2.1** When a class size irregularity occurs, a class size committee (CSC) will convene. The function of the CSC shall be to review and make recommendations on a class size irregularity called to its attention by the administration, a member of the certificated staff, or the Association. There shall be a separate committee to deal with concerns related to Special Education.

**Section 10.2.2** The CSC will consist of the Superintendent, the principal of the building with an irregularity, the District Business Manager, and at least two members of the Association. Any member whose class is overloaded may attend a committee meeting to discuss their concerns.

**Section 10.2.3** The Association President(s) will contact the Superintendent to set up a CSC meeting.

**Section 10.2.4** Due to normal enrollment fluctuations at the start of school, the District shall have until the end of the third (3rd) calendar week of the school year to resolve any class size irregularities before the CSC will meet however, compensated resolutions will be retroactive to the start of the school year, provided that student enrollment meets the ten (10) day enrollment requirement.

**Section 10.2.5** The CSC may recommend the following resolutions:

- a. Transferring students
- b. Hiring Additional Staff

**Section 10.2.6** If either option (a or (b listed above are not possible, the teacher shall receive the following compensation:

- a. An employee stipend of \$70.00 per month for every student over the maximum provided the student enrollment meets the minimum ten (10) day student enrollment requirement.
- b. An employee stipend of \$35.00 per student over the class size limit per period, per month, provided the student enrollment meets the minimum ten (10) day student enrollment requirement.

**Section 10.2.7** A payroll change form must be approved and submitted to the payroll department monthly by the established payroll deadline.

## ***ARTICLE XI***

## ***SPECIAL EDUCATION COMMITTEE***

### **Special Education Committee**

**Section 11.1.1** Each building will develop a process, including a committee to address any challenges faced at each building to provide services to students that qualify for special education. Each site will implement solutions and options for students on a continuum of services. Part of this process shall include collaboration between special education and general education staff. In addition to a building's special education teachers, other appropriate education staff may be included.

**Section 11.1.2** When a certificated staff member or administrator identifies that a caseload has exceeded the ability to implement an appropriate program, then the SEC may be asked to facilitate an appropriate solution. If a general education teacher has students with IEPs or 504 plans, they may request assistance from this committee as needed.

**Section 11.1.3** When asked, the SEC will review the caseload of a special education or general education staff members and make suggestions for:

- a. Program modification
- b. Program management
- c. Program supports

**Section 11.1.4** The purpose of this process shall be to provide a forum for dialogue and the opportunity to assist in the development of recommendations, as well as a place for the resolutions of concerns. The SEC agrees to explore the following concepts and strategies to assist special education workloads.

- a. Flexible Solutions (as one solution won't fit all situations)
- b. Individual, building, and district program impacts
- c. Available resources

**Section 11.1.5** In the event that an employee covered under this CBA is not satisfied with a decision of the SEC, they may appeal it to the Superintendent.

## ***ARTICLE XII***

## ***WORKSPACE***

### **Work Space**

**Section 12.1.1** The District will make every effort to ensure that each School Counselor, Occupational Therapist, Physical Therapist, Special Education teacher, Speech and Language Pathologist, and School Psychologist will be provided a workspace in each building that will include:

- a. An office or work area that can be locked,
- b. A telephone,
- c. A desk,
- d. A computer, network access, printer access, and software upgrades similar to those available to regular classroom teachers,
- e. A locking filing cabinet
- f. The space provided must ensure privacy to meet the requirements of the HIPPA and FERPA policies.

## ***ARTICLE XIII***

## ***BUSINESS***

### **Wage Deductions**

**Section 13.1.1** During the terms of the Agreement, the District agrees to deduct from the wages of each certificated employee, a sum certified by the Association as dues once each month, provided that the District has received written authorization from such employee. The Association agrees to allow the District's payroll office to provide the application to staff for processing purposes. The District agrees to forward the sum so deducted once each month in accordance with the District's disbursement procedures.

**Section 13.1.2** The Association will indemnify, defend, and hold the District harmless against any claims made against any suit instituted against the District on account of payroll deductions for the Association. The Association agrees to refund the District any amounts paid to it in error.

### **Voluntary Employee Benefit Association**

**Section 13.2.1** (If agreed to by MEA members) A monthly contribution will be deducted from each member's salary by the District to be placed in a Voluntary Employee Benefit Association (VEBA) account. This is in addition to the optional VEBA conversion of sick days when an employee qualifies. The contribution rate will stay the same unless MEA members vote to change it. An annual vote by the MEA is required to renew these provisions.

### **Other Deductions**

#### **Section 13.3.1**

The District agrees to deduct from the salary of its certificated employees for:

- A. State employees or state employment retirement system
- B. Withholding Tax
- C. FICA/Medicare
- D. Additional withholding tax
- E. Approved medical plan
- F. Salary Insurance
- G. Tax sheltered annuities
- H. Payments to credit union, banks, and etc.
- I. UGN
- J. Electronic Bank Deposit
- K. Section 125 Flexible Benefit Plan
- L. Day Care
- M. Washington State Paid Family and Medical Leave Act
- N. VEBA Contributions

#### ***ARTICLE XIV***

#### ***TRAINING AND PROFESSIONAL DEVELOPMENT***

##### **Master Grant Monies**

**Section 14.1.1** The District will provide not less than \$600 per employee covered by this contract for the purpose of training and professional development (PD). The intent of the Staff Development Grant is for the professional growth of an educator in pursuit of academic excellence resulting in the direct impact on his/her/their teaching assignment.

**Section 14.1.2** These funds shall be known as Master Grant Monies (MCM). These funds may be used to attend conferences, workshops, and as stipends for approved curriculum.

**Section 14.1.3** If an approved training occurs outside of the contracted school day or year, MEA members may use MCM funds for compensation at the curriculum rate. The funds may also be used to pay professional association dues where membership is necessary to receive training.

**Section 14.1.4** Employees will apply for Staff Development Grants by following the procedures below. The MEA Executive Board will screen the grants and keep a record of grant recipients and the money allocated on a proportionate building-by-building basis.

**Section 14.1.5** The grants must be approved by the building/program administrator and the MEA Executive Board. Grant Application approval is contingent upon the approval of all parties.

**Section 14.1.6** MEA Executive Board Members that can sign off on MCM forms include:

- a. Either MEA Co-President
- b. MEA Treasurer
- c. MEA Secretary
- d. Any MEA Building Representative

**Section 14.1.7** MEA's Executive Board will only sign off on MCM funds use that originates with a member. If the District or an administrator wishes to send a member to training, and the member agrees, the District shall not use MCM funds to cover the cost.

**Section 14.1.8** The process for completing an MCM form is described below:

- a. The Staff Development Grant/MCM forms can be obtained from the school office.
- b. The MCM form should be completely filled out, including documentation of the proposed workshop or curriculum project.
- c. The grant is then to be given to the building/program administrator for review and approval.
- d. The administrator will return the grant form to the grant applicant after review.
- e. The MCM form is then turned into the building representative or MEA officer. Building representatives and MEA officers must have another member of the executive board approve their form.
- f. Applications shall be reviewed weekly by an MEA Executive Board Designee.
- g. The MEA Executive Board will receive monthly reports by said designee for accountability and accounts.
- h. Individual recipients are responsible for making arrangements for registration as well as any needed requisitions and purchase orders.
- i. The District is not accountable for the MEA procedures.

**Section 14.1.9** Final submission for payment needs to be approved and submitted to the district office for payment no later than June 30<sup>th</sup>.

## ***ARTICLE XV***

## ***OTHER CONDITIONS OF EMPLOYMENT***

### **Hold Harmless Clause**

**Section 15.1.1** The Montesano School District agrees that, as required by RCW 28A.320.060 of Washington (including amendments thereto), that all coverage afforded under the present liability insurance, up to the limits of the policy in effect as of September 1, 1977, shall be maintained.

**Section 15.1.2** Legal counsel shall be provided, through insurance, to any certificated employee against whom a lawsuit is initiated, provided said certificated employee, at the time of the act or omission complained of, was acting within the scope of his/her/their employment or under the direct of the District.

**Section 15.1.3** The District shall reimburse certificated employees for replacement of any personal property that is damaged, destroyed, or stolen when used in the course of his/her/their employment and which was provided at the request of the District or, when the employee brought such to be used in the course of employment after obtaining prior written approval of the building administrator.

## **Due Process**

**Section 15.2.1** Certificated employees shall not be formally disciplined except for fair and reasonable just cause. The specific grounds forming the basis for disciplinary action shall be shared with the employee and his/her/their representative in writing if requested by the employee.

**Section 15.2.2** It is agreed that all disciplinary matters pursuant to this article shall be subject to the grievance procedure contained in this agreement. When an employee has grave concern during a meeting with the employer, or its representatives, that matters are being discussed which may adversely affect the employee's contractual status, the employee shall be able to postpone further discussion, if he/she/they so desires, until an Association representative can be brought in. The employer will make every effort in advance to schedule such sessions to allow adequate time, and Association representation.

## **Student Discipline**

**Section 15.3.1** In the maintenance of a sound learning environment, the District shall expect acceptable behavior on the part of all students that attend schools in the District. Discipline shall be enforced fairly and consistently as defined in the Common School Manual specific to chapters RCW 28A.600.020, 28A.600.460, and 28A.635.010. The Board, Superintendent and Building and/or Program Administrator(s) shall support and uphold employees in their efforts to maintain discipline regarding discipline problems, provided the employees have followed established District policy. There will be an annual review of all procedures within the first month of each school year.

**Section 15.3.2** The following WAC is applicable: WAC 180-44-020: Responsibilities related to discipline, suspension or expulsion of pupils. The employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.3** Employees shall maintain good order and discipline in their classrooms at all times and any neglect of this requirement shall constitute sufficient cause for dismissal. Montesano School District does not condone corporal punishment.

**Section 15.3.4** Any student who creates a disruption of the educational process, in violation of the building disciplinary standards, while under a teacher's immediate supervision, may be excluded by the teacher from his/her/their individual classroom and instructional activity area for all or any portion of the balance of the school day, or up to the following two days, or until the principal or designee and teacher have conferred, whichever occurs first. The employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.5** When students are excluded for a brief duration, teachers are not required to report the exclusion.

**Section 15.3.6** When a student and teacher mutually agree for the student to go elsewhere, including but not limited to, when a student is sent for by the office, nurse, counselors, or other staff, and is under the supervision of another employee, if behavior and discipline are not the reason why the student to leave the classroom, this will not be considered an exclusion.

**Section 15.3.7** Except in emergency circumstances, the teacher must first attempt one or more alternative forms of corrective action before excluding a student. The employee shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.8** Examples of alternative forms of corrective action that may be used before excluding a student may include but are not limited to the following: a verbal warning, a classroom referral, moving the student's seat, assigning detention, loss of recess time, loss of privileges, and contacting parents/guardians.

**Section 15.3.9** When a classroom exclusion occurs, the teacher or other school personnel must report it to the building principal (or designee) as soon as reasonably possible. The teacher, principal (or designee) must notify the student's parents/guardians regarding the exclusion as soon as reasonably possible. Notification may be satisfied through email, phone call, or an electronic referral. In addition, the teacher or other school personnel will document any exclusion following building practices, such as a referral.

**Section 15.3.10** An excluded student may not return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal or his/her/their designee and the teacher have conferred. Employees shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.11** When the principal (or designee) and the teacher confer before a student is readmitted to class, the conference may include a face-to-face conversation, phone conversation, or email discussion, however, the conference shall not interfere with instruction. If email is used, the teacher must have responded before the student is readmitted. Employees shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.12** At the secondary level, no excluded student will return to class in the same period from which they were removed. At the primary and intermediate levels, if a conference has occurred, the student may return to class after the next recess, specialist time, or lunch. The employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.13** At their own discretion, a teacher may opt to readmit a student to their classroom before a conference. Employees shall use reasonable and professional judgment

concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.14** A student found guilty of committing an offense under chapter 9A.36 (assault), 9A.40 (kidnapping), 9A.46 (harassment), or 9A.48 (arson or property damage) RCW, when the activity is directed toward the teacher, shall not be assigned to that teacher's classroom for the duration of the student's attendance at that school or any other school where the teacher is assigned.

**Section 15.3.15** A student found guilty of committing an offense under chapter 9A.36 (assault), 9A.40 (kidnapping), 9A.46 (harassment), or 9A.48 (arson or property damage) RCW, when directed towards another student, may be removed from the classroom of the victim for the duration of the student's attendance at that school or any other school where the victim is enrolled.

**Section 15.3.16** As required in RCW 13.04.155, the building principal must provide information to every teacher as well as any other personnel who in the judgment of the principal, supervises a student, or for security purposes, whenever a minor enrolled in a common school has been convicted in adult criminal court, or adjudicated or entered into a diversion agreement with a juvenile court, on any of the following offenses:

- (a) A violent offense as defined in RCW 9.94A.030;
- (b) A sex offense as defined in RCW 9.94A.030;
- (c) Inhaling toxic fumes under chapter 9.47A RCW;
- (d) A controlled substances violation under chapter 69.50 RCW;
- (e) A liquor violation under RCW 66.44.270; and
- (f) Any crime under chapters 9A.4, 9A.36, 9A.40, 9A.46, and 9A.48 RCW.

**Section 15.3.17** When a teacher or administrator clears a general education classroom due to a noncompliant misbehaving student, especially when that student poses a danger to themselves or others, the building principal will ensure that the parents/guardians of all students in that classroom are made aware of the incident within one (1) school day. Employees shall use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not contrary to federal or state regulations.

**Section 15.3.18** When the District does not provide for adequate supervision of students, in cases such as physical education, where employees cannot enter the locker room of the opposite gender, and no employee of the same gender is present, the District accepts all liability and the employee shall be immune from legal action and/or disciplinary action from the District, unless the employee is found negligent in their duties (WAC 180-44-020).

## **Classroom Visitors**



**Section 15.4.1** All visitors to a school and/or a classroom shall obtain the approval of the principal and, if the visit is to a classroom, the visit will be arranged only after the principal has conferred with the employee.

**Section 15.4.2** The District will attempt to afford an opportunity for the employee to confer with the classroom visitor before and/or after the visitation.

**Section 15.4.3** All unannounced visitors shall be reported to the principal's office.

### **Materials**

**Section 15.5.1** The District cannot require a teacher to provide their own materials for the classroom. If the District is unwilling or unable to purchase specific items, they must collaborate with the teacher to find an alternative strategy, or otherwise not require their use.

### **Independent Study Students**

**Section 15.6.1** No students will be placed on independent study unless approved by the teacher and the administration.

### **Student Teachers**

**Section 15.7.1** Employees shall have the option to accept or reject a student teacher or practicum observer. Employees who agree to host a student teacher shall receive the funds or college credits provided by the Teacher Training Institution for the supervision entailed. An employee who accepts a student teacher should be given a minimum of twenty (20) days' notice and shall be informed in advance of the amount of the stipend provided by the Teacher Training Institution.

### **Workman's Compensation**

**Section 15.8.1** The District agrees to issue all employees under RCW Chapter 51, the Washington State Industrial Insurance Act.

## ***ARTICLE XVI***

## ***EVALUATION***

### **Evaluation**

**Section 16.1.1** The rules governing the evaluation of certificated teachers can be found in Appendix F.

## ***ARTICLE XVII***

## ***SCHOOL EMPLOYEE BENEFITS BOARD***

### **School Employees Benefits Board Program**

**Section 17.1.1** Beginning January 1, 2020, the District shall pay the full portion of the employer contribution to the School Employee Benefits Board (SEBB) for insurance program as adopted in the School Employees Health Care Coalition agreement for all employees who meet the eligibility requirements outlined below. The employer contribution will be equal to the state funded allocation rate and will be paid throughout the school year. For the purpose of benefits provided under the SEBB, school year shall mean September through August.

**Section 17.1.2** SEBB will implement the School Employees Health Care Coalition agreement when establishing the employee rates which will be paid to the Health Care Authority (HCA) through payroll deduction for the month in which the employee receives benefits.

**Section 17.1.3** Benefits provided by the SEBB will include but not be limited to:

- Basic Life and Accidental Death and Dismemberment Insurance (AD&D)
- Basic Long-Term Disability
- Vision
- Dental including Orthodontia
- Medical Plan

**Section 17.1.4** Employees are eligible to participate in the SEBB offered Medical Flexible Spending Arrangement (FSA) Dependent Care Assistance Program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when a qualifying High Deductible Health Plan (HDHP) is selected for their medical insurance. In addition, employees will be able to utilize payroll deduction for any supplemental insurance that they choose to enroll through SEBB (e.g. increased AD&D, long-term disability, etc.)

### **Dependent Coverage for the purpose of SEBB**

**Section 17.2.1** Legal spouses, state-registered partners, children up to age 26 (biological and adopted children, children of the employee's spouse or state-registered domestic partner, children for which a court order of divorce decree created a legal obligation to provide support or health care coverage) and children of any age with a developmental or physical handicap who are not capable of self-support.

**Section 17.2.2** Upon moving to the new plan, should an employee have dependents that were covered as of December 31, 2019 but who no longer qualify for coverage under SEBB, the employee will have the opportunity to enroll these dependents at the employee's cost for a period of up to 36 months. Such payments will be made through payroll deduction by the district and paid to the HCA for this purpose.

### **Eligibility**

**Section 17.3.1** All employees, including substitute employees, shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 or more hours in a school year. All hours worked during the school year shall count for purposes of establishing

eligibility. Employees who are hired late in the year but are anticipated to work 630 hours or more the following year are eligible for coverage based on the HCA rules for mid-year hires. Paid leave hours shall count towards the 630 hours used to determine eligibility for benefits under this section. Employees on unpaid leave will be considered in an employment status for the provisions of this section. An employee on approved leave under the federal Family and Medical Leave Act (FMLA) or the Washington state paid Family Medical Leave Program may continue to receive the employer contribution toward school employees benefits board SEBB insurance coverage in accordance with the federal FMLA or RCW 50A.04.245.

**Section 17.3.2** For an employee on leave without pay who is no longer anticipated to meet the eligibility standard for employer paid insurance benefits by the end of the school year, the employee will have the option of self-paying the premium to the HCA.

### **Benefit Enrollment/Start**

**Section 17.4.1** Benefit coverage for new employees will begin the first day of the month following the first day of work when it is expected that the employee will work 630 hours, except during the month of September when the employee's benefit coverage will begin if the employee is expected to work 630 hours or more during the school year and that employee begins on or before the first day of school.

**Section 17.4.2** Should an employee who previously was not expected to be eligible for benefits under SEBB works 630 hours in one year, the employee will become eligible for benefits to begin the month after attaining 630 hours. Should the employee meet the 630-hour eligibility mid-year for two consecutive years, the employee will be anticipated to work 630 hours going forward and therefore be eligible for benefits under SEBB.

### **Continuity of Coverage**

**Section 17.5.1** When a new employee to the district was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if they are anticipated to work 630 hours or more in the school year. If an employee was not anticipated to work 630 hours in a school year but meets that eligibility criteria during the school year, the employee will become eligible for SEBB benefits and will begin coverage in the month following this establishment of eligibility.

### **Benefit Termination/End**

**Section 17.6.1** Any employee eligible for SEBB who terminates employment shall be entitled to receive the District insurance contribution for the remainder of the calendar month in which the contribution is effective. In cases where employees eligible for SEBB separate after completion of the employee's full contract obligation (i.e. the end of the employee work year as it aligns with the student school year in June) the District will for the purposes of SEBB, report their resignation as August 31<sup>st</sup> and continue benefits as such.

## **VEBA Sick Leave Conversion Medical Reimbursement Plan**

**Section 17.7.1** The District has adopted the VEBA Sick Leave Conversion Medical Reimbursement Plan, pursuant to RCW 28A.400.210, and agrees to make contributions to the plan on behalf of all employees who have excess sick leave conversion rights.

**Section 17.7.2** In accordance with the statute, contributions on behalf of each eligible employee will be based on the conversion value of sick leave credits the employee has accumulated at the time of his or her retirement or separation from the district. As per statute, all eligible employees will be required to sign and submit this agreement, he or she will not be permitted to participate in the plan at any time during the term of this contract. Without a signed agreement, an employee's excess sick leave conversion rights will be forfeited for the term of the contract.

**Section 17.7.3** Annual participation in the plan is limited to those employees who have accumulated at least 180 days of unused sick leave as of the effective date of this contract. To be eligible for annual participation in the plan, employees must have accumulated at least 180 days of unused sick leave on the date this contract goes into effect. The terms of this VEBA agreement will be renewed every year but the end of December based on a vote of the eligible membership.

## **Washington State Paid Family and Medical Leave**

**Section 17.8.1** The District shall cover the employee contribution of the Washington State Paid Family and Medical Leave (PFMLA) program in full for all employees covered by this agreement.

## ***ARTICLE XVIII***

## ***GRIEVANCE PROCEDURES***

### **Definition**

**Section 18.1.1** A grievance is an alleged misinterpretation of, or violation of, terms and/or provisions of this Agreement. Grievant shall mean an individual, a group of individuals, and/or the Association.

### **Procedure for Processing Grievances – Immediate Supervisor**

**Section 18.2.1** The grievant and the Association representative or the Association may orally present a grievance to the immediate supervisor. If the grievance is not settled orally, a written statement of grievance to the immediate supervisor within twenty (20) working days from the time the grievant or the Association should have reasonably become aware of the occurrence of the events giving rise to the grievance, whichever is later.

**Section 18.2.2** The "Statement of Grievance" shall name the grievant(s) involved, the fact giving rise to the grievance, the provision(s) of the Agreement alleged to be violated, and the remedy (specific relief) requested.

**Section 18.2.3** The immediate supervisor, upon receipt of the written grievance, shall sign and date the grievance form and shall give a copy to the grievant(s), Association representative, and the Superintendent. The immediate supervisor shall answer the grievance in writing. The immediate supervisor's answer shall include the reasons upon which the decision was based, within five (5) working days of receiving the grievance, and shall concurrently send a copy of the grievance, his/her/their decision, and all supportive evidence to the grievant(s), Association representative, and the Superintendent.

### **Procedure for Processing Grievances – Superintendent**

**Section 18.3.1** If no satisfactory settlement is reached at Step 1, the grievance may be appealed to Step 2. The Superintendent, or his/her/their designated representative, within seven (7) working days of the receipt of the decision rendered in Step 1.

**Section 18.3.2** The Superintendent, or his/her/their designated representative, shall arrange for a grievance meeting with the grievant(s) and/or Association representative. Such meetings shall be scheduled within seven (7) working days of the receipt of the Step 2 appeal. The purpose of the meeting shall be to affect a resolution of the grievance. The Superintendent or his/her/their designated representative shall provide a written decision, incorporating the reasons upon which the decision was based to the grievant(s), Association representative, and the grievant(s) immediate supervisor(s) within five (5) working days from the conclusion of the meeting.

### **Procedure for Processing Grievances – School Board**

**Section 18.4.1** If no satisfactory settlement is reached at Step 2, the Association, within fifteen (15) working days of the receipt of the Step 2 decision, may appeal to Step 3, School Board however, if both parties agree, Step 3 may be bypassed and moved to Step 4, Arbitration.

**Section 18.4.2** The Superintendent, or his/her/their designated representatives, shall arrange for a grievance meeting with the grievant(s), and/or Association representative, and such meeting will be scheduled within seven (7) working days of the receipt of the Step 3 appeal.

**Section 18.4.3** The School Board shall provide a written decision, incorporating the reasons upon which the decision was based, to the grievant(s), Association representative, and immediate supervisor(s), within five (5) working days from the conclusion of the meeting.

### **Procedure for Processing Grievances – Arbitration**

**Section 18.5.1** Arbitration - If no satisfactory settlement is reached at Step 3, the Association, within fifteen (15) working days of the receipt of the Step 3 decision, may appeal the final decision of the employer to the American Arbitration Association for arbitration under voluntary rules. Any grievance arising out of, or relating to, the interpretation or application of the terms and/or provisions of this Agreement may be submitted to arbitration unless specifically and expressly excluded within this article.

**Section 18.5.2** The arbitrator shall hold a hearing within twenty (20) working days of his/her/their appointment, or as soon as possible. Ten (10) working days' notice shall be given to both parties of the time and place of the hearing. The arbitrator will issue his/her/their decision within twenty (20) days from the date that final written briefs have been submitted, or, if revised by both parties, twenty (20) days after the completion of the hearing.

The arbitrator's decision will be in writing and will set forth his/her finding of fact, reasoning, and conclusions on the issues submitted to him/her. The decision of the arbitrator shall be final and binding upon the employer, the Association and the grievant(s).

### **Jurisdiction of the Arbitrator**

**Section 18.6.1** The arbitrator shall be without power or authority to add to, subtract from, or alter any of the terms of the Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law.

**Section 18.6.2** The arbitrator shall have no power or authority to rule on any of the following:

- A. The termination of services of, or failure to re-employ, any provisional employee.
- B. The termination of services, or failure to re-employ, any employee to a position on the co-curricular salary schedule.
- C. Any matter involving employee evaluation, provided that evaluation procedure shall be subject to the arbitrator's reviews.
- D. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect, or reduction in force.

### **Time Limits**

**Section 18.7.1** Time limits provided in this procedure may be extended by mutual agreement when signed by both parties.

**Section 18.7.2** Failure on the part of the employer at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to lodge an appeal at the next step of the procedure.

**Section 18.7.3** Any grievance not advanced by the grievant from one step to the next within the time limits of that step shall be deemed resolved by the employer's answer at the previous step.

### **Accelerated Grievance Filing**

**Section 18.8.1** In order to expedite grievance adjudication, the parties agree that any Association grievance, class action grievances, and grievances involving the evaluation procedures will be lodged at Step 2 of this procedure.

**Section 18.8.2** Any grievance that has been filed prior to the termination date of this contract may be processed to conclusion even if the contract has expired.

### **Reprisals**

**Section 18.9.1** No reprisals of any kind will be taken by the employer against any employee because of his/her/their participation in any grievance.

### **Costs**

**Section 18.10.1** The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them.

## ***ARTICLE XIX***

## ***CONTRACT MAINTENANCE AND DURATION***

### **Contract Maintenance**

**Section 19.1.1** The Association and the District bargaining teams will meet on an as-needed basis to discuss the maintenance of this contract, however the parties will meet at least 3 times per school year. Meetings will provide opportunity for ongoing discussion of issues and items of concern. Any changes agreed to in this process will be set for in a Memorandum of Understanding and become a part of this Collective Bargaining Agreement.

### **No Strike/No Lockout**

**Section 19.2.1** The District and the Association agree that during the term of this contract, the Association will not strike, nor shall the District lock out its employees. If, however, the WEA calls for a statewide action, MEA members will meet with the District to discuss MEA participation in the action.

### **Duration**

**Section 19.3.1** This agreement shall be effective upon the date of ratification and final signing by the parties and shall be in effect for two (2) years. The agreement can be reopened at any time by mutual agreement of both parties. Further, as referenced in Article 18, Section 1, the parties will meet as needed, at the request of either party, to discuss ongoing issues covered by this agreement.

**Section 19.3.2** The current salary schedule will be attached to this agreement as Appendix B and by this reference is incorporated herein.

## ***ARTICLE XX* ***CONTRACT OPENERS*****

**Section 20.1.1** The parties agree to open the contract for the 2<sup>nd</sup> year regarding caseload/workload concerns for SPED and ESA.

**Section 20.2.1** The parties agree to open the contract for the 3<sup>rd</sup> year regarding the salary schedule if the state reevaluates certificate salary funding by more than the inflation-based COLA.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this date: \_\_\_\_\_

Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



APPENDIX A

Grievance Form – Certificated

This form is to be used by staff members filing a grievance, pursuant to Article XVIII (Grievance Procedure). If the space provided below and on the other side is not sufficient for responses, please attach additional information to this form.

STEP 1

To:

Name of Supervisor:

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School or Location:

---

Name of Grievant:

---

School or Location:

---

Position:

---

Date of the occurrence giving rise to the grievance:

---

Date grievant first discussed grievance with  
Supervisor:

---

What Article(s) and specific paragraph(s) of the Collective Bargaining Agreement is/are alleged to have been violated?  
(If possible, quote the exact language alleged to have been violated.)

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List relevant facts upon which the grievance is based.

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APPENDIX A (Page 2)

What remedy is being sought?

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\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Principal or Supervisor's Signature

DISPOSITION OF GRIEVANCE BY PRINCIPAL OR SUPERVISOR

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Date of Disposition: \_\_\_\_\_

Signature of Principal or  
Supervisor \_\_\_\_\_

Signature of Grievant \_\_\_\_\_  
(Grievant's signature does not imply agreement with the report.)

Date: \_\_\_\_\_

## APPENDIX B: Salary Schedule

### **Section 1:** General Provisions carried over from LEAP Schedule:

- A. The column headings “BA+(N)” refer to the number of credits earned since receiving the baccalaureate degree.
- B. For credits earned after the baccalaureate degree, but before the master’s degree, any credits in excess of forty-five credits may be counted after the master’s degree. Thus, the column headings “MA+(N)” refer to the total of:
  - a. Credits earned since receiving the master’s degree and
  - b. Any credits in excess of forty-five credits that were earned after the baccalaureate degree but before the master’s degree.
- C. Anyone holding a Ph.D. shall be paid at the MA+90 rate.
- D. Credits means college quarter hour credits and equivalent in-service credits computed in accordance with RCW 28A.415.020 and RCW 28A.415.023
- E. No more than ninety college quarter-hour credits received by any employee after the baccalaureate degree may be used to determine compensation unless:
  - a. The employee has a master’s degree
  - b. The credits were earned before January 1, 1992.

### **Section 2:** Salary Schedule

- A. The 2021-22 salary schedule reflects the following:
  1. Increasing the 2020-21 salary schedule by the implicit price deflator (IPD) rate of 2%, plus an additional 3% for a total of 5%.
- B. The 2022-23 salary schedule reflects the following:
  1. Increasing the 2021-22 salary schedule by the IPD + 2%.
- C. The 2023-24 salary schedule reflects the following:
  1. Increasing the 2022-23 salary schedule by the IPD + 1.5%.

2022-23 Salary Schedule: 183-day contract

Years	Category	BA+0	BA+15	BA+30	BA+45	BA+90/MA+0	MA+45	MA+90/PhD
0	Base Salary	\$55,529	\$56,999	\$58,793	\$60,601	\$62,558	\$64,526	\$66,562
	LID Days (3)	\$921	\$950	\$980	\$1,010	\$1,043	\$1,075	\$1,109
	<b>Total</b>	<b>\$56,180</b>	<b>\$57,949</b>	<b>\$59,773</b>	<b>\$61,611</b>	<b>\$63,601</b>	<b>\$65,601</b>	<b>\$67,671</b>
1	Base Salary	\$56,999	\$58,793	\$60,601	\$62,558	\$64,526	\$66,562	\$68,657
	LID Days (3)	\$950	\$980	\$1,010	\$1,043	\$1,075	\$1,109	\$1,144
	<b>Total</b>	<b>\$57,949</b>	<b>\$59,773</b>	<b>\$61,611</b>	<b>\$63,601</b>	<b>\$65,601</b>	<b>\$67,671</b>	<b>\$69,801</b>
2	Base Salary	\$58,793	\$60,601	\$62,558	\$64,526	\$66,562	\$68,657	\$70,818
	LID Days (3)	\$980	\$1,010	\$1,043	\$1,075	\$1,109	\$1,144	\$1,180
	<b>Total</b>	<b>\$59,773</b>	<b>\$61,611</b>	<b>\$63,601</b>	<b>\$65,601</b>	<b>\$67,671</b>	<b>\$69,801</b>	<b>\$71,998</b>
3	Base Salary	\$60,601	\$62,558	\$64,526	\$66,562	\$68,657	\$70,818	\$73,050
	LID Days (3)	\$1,010	\$1,043	\$1,075	\$1,109	\$1,144	\$1,180	\$1,217
	<b>Total</b>	<b>\$61,611</b>	<b>\$63,601</b>	<b>\$65,601</b>	<b>\$67,671</b>	<b>\$69,801</b>	<b>\$71,998</b>	<b>\$74,267</b>
4	Base Salary	\$62,558	\$64,526	\$66,562	\$68,657	\$70,818	\$73,050	\$75,350
	LID Days (3)	\$1,043	\$1,075	\$1,109	\$1,144	\$1,180	\$1,217	\$1,256
	<b>Total</b>	<b>\$63,601</b>	<b>\$65,601</b>	<b>\$67,671</b>	<b>\$69,801</b>	<b>\$71,998</b>	<b>\$74,267</b>	<b>\$76,606</b>
5	Base Salary	\$64,526	\$66,562	\$68,657	\$70,818	\$73,050	\$75,350	\$77,725
	LID Days (3)	\$1,075	\$1,109	\$1,144	\$1,180	\$1,217	\$1,256	\$1,295
	<b>Total</b>	<b>\$65,601</b>	<b>\$67,671</b>	<b>\$69,801</b>	<b>\$71,998</b>	<b>\$74,267</b>	<b>\$76,606</b>	<b>\$79,020</b>
6	Base Salary	\$66,562	\$68,657	\$70,818	\$73,050	\$75,350	\$77,725	\$80,174
	LID Days (3)	\$1,109	\$1,144	\$1,180	\$1,217	\$1,256	\$1,295	\$1,336
	<b>Total</b>	<b>\$67,671</b>	<b>\$69,801</b>	<b>\$71,998</b>	<b>\$74,267</b>	<b>\$76,606</b>	<b>\$79,020</b>	<b>\$81,510</b>
7	Base Salary	\$68,657	\$70,818	\$73,050	\$75,350	\$77,725	\$80,174	\$82,697
	LID Days (3)	\$1,144	\$1,180	\$1,217	\$1,256	\$1,295	\$1,336	\$1,378
	<b>Total</b>	<b>\$69,801</b>	<b>\$71,998</b>	<b>\$74,267</b>	<b>\$76,606</b>	<b>\$79,020</b>	<b>\$81,510</b>	<b>\$84,075</b>
8	Base Salary	\$70,818	\$73,050	\$75,350	\$77,725	\$80,174	\$82,697	\$85,359
	LID Days (3)	\$1,180	\$1,217	\$1,256	\$1,295	\$1,336	\$1,378	\$1,423
	<b>Total</b>	<b>\$71,998</b>	<b>\$74,267</b>	<b>\$76,606</b>	<b>\$79,020</b>	<b>\$81,510</b>	<b>\$84,075</b>	<b>\$86,782</b>
9	Base Salary		\$75,350	\$77,725	\$80,174	\$82,697	\$85,359	\$87,991
	LID Days (3)		\$1,256	\$1,295	\$1,336	\$1,378	\$1,423	\$1,467
	<b>Total</b>		<b>\$76,606</b>	<b>\$79,020</b>	<b>\$81,510</b>	<b>\$84,075</b>	<b>\$86,782</b>	<b>\$89,458</b>
10	Base Salary			\$80,174	\$82,697	\$85,359	\$87,991	\$90,763
	LID Days (3)			\$1,336	\$1,378	\$1,423	\$1,467	\$1,513
	<b>Total</b>			<b>\$81,510</b>	<b>\$84,075</b>	<b>\$86,782</b>	<b>\$89,458</b>	<b>\$92,276</b>
11	Base Salary				\$85,359	\$87,991	\$90,763	\$93,620
	LID Days (3)				\$1,243	\$1,467	\$1,513	\$1,560
	<b>Total</b>				<b>\$86,782</b>	<b>\$89,458</b>	<b>\$92,276</b>	<b>\$95,180</b>
12	Base Salary				\$87,991	\$90,763	\$93,620	\$96,569
	LID Days (3)				\$1,467	\$1,513	\$1,560	\$1,609
	<b>Total</b>				<b>\$89,458</b>	<b>\$92,276</b>	<b>\$95,180</b>	<b>\$98,178</b>
13	Base Salary					\$93,620	\$96,569	\$99,612
	LID Days (3)					\$1,560	\$1,609	\$1,660
	<b>Total</b>					<b>\$95,180</b>	<b>\$98,178</b>	<b>\$101,272</b>
14	Base Salary					\$96,569	\$99,612	\$102,750
	LID Days (3)					\$1,609	\$1,660	\$1,712
	<b>Total</b>					<b>\$98,178</b>	<b>\$101,272</b>	<b>\$104,462</b>
15	Base Salary					\$99,612	\$102,750	\$105,986
	LID Days (3)					\$1,660	\$1,712	\$1,766
	<b>Total</b>					<b>\$101,272</b>	<b>\$104,462</b>	<b>\$107,752</b>
16	Base Salary					\$102,750	\$105,986	\$109,324
	LID Days (3)					\$1,712	\$1,766	\$1,822
	<b>Total</b>					<b>\$104,462</b>	<b>\$107,752</b>	<b>\$111,146</b>

APPENDIX C: CO-CURRICULAR SALARY SCHEDULE

**Base Salary:** Based on BA + 0 from the 2017-18 LEAP schedule.

After four years advising a co-curricular position, employees will move to the 2<sup>nd</sup> column. For class advisors, years of experience gained with each grade level advised will count as experience for all grade levels. For certain similar positions, years advising at any level will count as experience for any other level. This only applies to Chorus, Band, Knowledge Bowl, Honor Society/Club, and ASB.

<b>2022-23 IPD Increase</b>	<b>\$37,653.00</b>			<b>0.0048</b>	<b>0.0055</b>
<b>Name</b>	<b>Level</b>	<b>Type</b>	<b>Point Value</b>	<b>0-4 Years</b>	<b>5+ Years</b>
ASB	Elementary	Activity	5	\$1,008	\$1,155
Band	Elementary	Activity	6	\$1,209	\$1,386
Chorus	Elementary	Activity	8	\$1,612	\$1,848
Chorus	Secondary	Activity	10	\$2,015	\$2,309
HS Knowledge Bowl	Secondary	Activity	9	\$1,814	\$2,078
HS Knowledge Bowl Assistant	Secondary	Activity	5	\$1,008	\$1,155
JH Knowledge Bowl	Secondary	Activity	7	\$1,411	\$1,617
Math Team	Secondary	Activity	5	\$1,008	\$1,155
Pep Band	Secondary	Activity	28	\$5,643	\$6,466
Freshmen Class Advisor	Secondary	Class	6	\$1,209	\$1,386
Freshmen Class Advisor	Secondary	Class	6	\$1,209	\$1,386
Sophomore Class Advisor	Secondary	Class	6	\$1,209	\$1,386
Sophomore Class Advisor	Secondary	Class	6	\$1,209	\$1,386
Junior Class Advisor	Secondary	Class	8	\$1,612	\$1,848
Junior Class Advisor	Secondary	Class	8	\$1,612	\$1,848
Senior Class Advisor	Secondary	Class	8	\$1,612	\$1,848
Senior Class Advisor	Secondary	Class	8	\$1,612	\$1,848
Astronomy Club	Secondary	Club	6	\$1,209	\$1,386
Drama	Secondary	Club	20	\$4,031	\$4,619
GSA	Secondary	Club	6	\$1,209	\$1,386
HOSA	Secondary	Club	6	\$1,209	\$1,386
HS Honor Society	Secondary	Club	6	\$1,209	\$1,386
JH Honor Club	Secondary	Club	5	\$1,008	\$1,155
Newspaper	Secondary	Club	8	\$1,612	\$1,848
Pep Club	Secondary	Club	6	\$1,209	\$1,386
SURE Club	Secondary	Club	14	\$2,822	\$3,223
Yearbook	Secondary	Club	11	\$2,217	\$2,540
FBLA	Secondary	CSTO	6	\$1,209	\$1,386
FCCLA	Secondary	CTSO	6	\$1,209	\$1,386
FFA	Secondary	CTSO	12	\$2,419	\$2,771
Skills USA	Secondary	CTSO	6	\$1,209	\$1,386
HS ASB Supervisor	Secondary	Government	15	\$3,023	\$3,464
JH ASB Supervisor	Secondary	Government	10	\$2,015	\$2,309

APPENDIX D  
SCHOOL CALENDAR: 2022-23



2022-2023 School Calendar

updated 3/8/22

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

29 - Training Day  
30 - Training Day  
31 - First Day of School

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

9-10 - Elementary Early Release - Conferences  
20 - No School - Presidents Day

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

5 - No School - Labor Day

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 - Weather Make-Up Day School in Session  
24 - No School - Weather Day  
31 - Early Release - Report Cards

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

14 - No School - Training Day

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

3 - 7 - No School - Spring Break

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

4 - Early Release - Report Cards  
7-10 - Elementary Early Release - Conferences  
9-10 - HS Early Release - Conferences  
11 - No School - Veterans Day  
23 - All Schools Early Release  
24 - 25 - No School - Thanksgiving Break

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

26 - No School  
29 - No School - Memorial Day

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

20 - All Schools Early Release - Winter Break  
21 - 30 - No School - Winter Break

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

13 - All School Early Release - Report Cards  
14 - Last Day of School  
All School Early Release

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2-3 - No School - Winter Break  
16 - No School - Martin Luther King Day  
27 - Early Release - Report Cards

Beacon School  
360.249.4528

Simpson School  
360.249.4331

Student Services  
360.249.2114

Jr/Sr High School  
360.249.4041

Equal Opportunity for Employment and Educational Programs and Activities  
502 E. Spruce - Phone 249.3942 - Fax 360.841.7198  
Website: [www.monteschools.org](http://www.monteschools.org)

**APPENDIX E – Co-Curricular Rules, Positions, Descriptions**

ARTICLE I CO-CURRICULAR POSITIONS

For the purpose of complying with Washington Administrative Code 391, the Montesano School District and the Montesano Education Association agree as follows:

POSITIONS:

**Elementary:**

Band/Activities

Chorus/Activities

Computer /Activities

Enrichment/Activities

Humanities/Activities

Young Authors/Activities

ASB/Activities

**Secondary:**

Government - JH & HS ASB

Activities – Chorus, Knowledge Bowl, Math Team, Pep Band

Classes – Freshmen, Sophomore, Junior, Senior

Clubs – Art, Astronomy, Chess, Drama, GSA, JH Honor Society, HS Honor Society,

Newspaper, Pep, SURE, Yearbook

CTSO's – FCCLA, FFA, HOSA, Skills USA, VICA, FBLA

Additional groups as created.

- A. For all co-curricular positions, every effort will be made to fill vacancies and retain certificated employees. Unless otherwise specified in the position description, in the event a qualified certificated employee cannot be found, a qualified non-certificated person may be hired on a case-by-case basis, with the approval of the Association.
- B. Payment for co-curricular positions shall be paid in equal monthly installments. For year-long activities, the employee shall be paid out over twelve (12) months. Employees will complete a supplemental contract for their co-curricular positions.
- C. Employees will need to apply for open co-curricular positions following normal District procedures.
- D. Additional Rules:
  - 1. Classes at the secondary level shall have two advisor positions.

2. CTSO – Career and Technical Student Organizations exist to support CTE classes and to provide leadership opportunities. CTSO advisors must have the appropriate CTE certificate in order to advise the various CTSO's.
3. If employees want to share a position, they need to submit a letter to the District with the agreement of all parties.
4. If only one employee applies for the class advisor position(s), they shall receive both stipends.

## ARTICLE II           JOB DESCRIPTIONS

### **Government:**

Elementary ASB Supervisor – This is a Year-Round Position. The Advisor will supervise all elementary ASB events and advise officers and members in planning meetings, fundraisers and activities.

JH ASB Supervisor – This is a Year-Round position. The advisor will supervise all JH ASB meetings and advise officers and members in planning meetings, fundraisers, dances and community service activities. The advisor will assist in planning JH specific assemblies including the year-end awards assembly and any junior high only initiatives. The advisor will also supervise all junior high dances sponsored by the JH ASB and the year-end Fun Day. The advisor supervises about 10-20 students. This position requires about \_\_\_\_ hours of extra time per year. The advisor must be a certificated teacher.

HS ASB Supervisor – This is a Year-Round position. The advisor will supervise all HS ASB meetings, pep assemblies, and other school wide initiatives. The advisor will coordinate foodbowl and may teach the Leadership class, if offered. Alternatively, the Leadership class may be taught by another teacher. The HS ASB advisor must be a certificated teacher.

### **Secondary Activities:**

Chorus – This is a Year-Round position. The Chorus advisor must be a highly qualified instructor in choral music. The chorus advisor will direct the choir and concerts, competitions and community events.

Knowledge Bowl – This is a Seasonal Position. All advisors must be certified teachers. Knowledge Bowl will have two co-advisors for high school and one advisor for junior high. The Knowledge Bowl advisors will advertise, organize teams, communicate with parents, hold regular practices, request transportation and coach teams at up to 4 meets (for high school, this



includes regionals as part of the regular season). The junior high advisor supervises about 30 students. The high school advisors supervise between 70-90 students. There is an advisor and an assistant for this position.

Math Team – Seasonal Position. The math team advisor must be a highly qualified instructor in mathematics. The advisor will hold regular practices and coach the math team at competitions.

Pep Band – This is a Year-Round position. The Pep Band advisor must be a highly qualified instructor in instrumental music. The pep band advisor will direct the pep band at selected school assemblies, sporting events, parades and competitions.

### **Secondary Classes:**

All class advisors must supervise students at class events such as meetings, fundraisers, decoration events and trips. Each class shall have two advisors. Class advisor is a year round position with a four year commitment. On the co-curricular pay scale, experience from advising previous classes shall be applied. Experience from previously serving as a class advisor shall also be included. Two advisors will be funded for each class. Pay can be split between more advisors with mutual agreement and a letter to the District.

Underclassmen Advisors –Elect officers in the Fall of Freshman year (for 9<sup>th</sup> grade) and in the Spring of Freshman year (for 10<sup>th</sup> grade), fundraise, decorate hallway for spirit week.

Upperclassmen Advisors - Elect officers in the Spring of the previous year, fundraise, decorate hallway for spirit week, plan, decorate and supervise the Junior-Senior Ball. Juniors will fund and arrange Honors Banquet and Graduation for the Senior Class. Senior Class advisors will coordinate with senior parents and supervise the Senior Picnic.

### **Secondary Clubs:**

Astronomy Club – This is a Year-Round position. Hold meetings and fundraise. The advisor will plan activities to increase student knowledge of astronomy by holding activities such as stargazing.

Drama Club – This is a Year-Round position. The advisor will supervise students in the club and assist in the production of multiple Drama productions and activities during the school year.

Gay Straight Alliance – This is a Year-Round position. Help support students who are Lesbian, Gay, Bisexual and Transgender and their Allies. Organize support group, increase student knowledge of gay culture and resources, help students with coming out and work to create a safer school environment by participating in events like National Coming Out Day, The Day of Silence, Gay History Month and hold assemblies. Supervise students on field trips and events such as Pride. The advisor supervises about 20 students. Activities take about 5 hours per month.

HS Honor Society – This is a Year-Round position. Must be a certified teacher.

Junior High Honor Club – This is a Year-Round position. Must be a certified teacher.

Newspaper – This is a Year-Round Position. The advisor organizes students, edits articles, holds regular meetings, works with an outside organization to maintain the site where the newspaper is posted, and maintains the group's Facebook page. The newspaper advisor supervises about 5-10 students.

Pep Club – This is a Year-Round position. The advisor will hold meetings to plan and decorate for the Homecoming Assembly, Spirit Week, the Homecoming Dance and the Winter Tolo. The advisor announces court at the Homecoming game and supervises at the bonfire. Advisor supervises up to 50 students for about 50 hours per school year.

SURE – This is a Year-Round position. Help students plan drug and alcohol free and student safety activities such as Click It and Ticket It, Every 32 Minutes, assemblies and SURE Retreat. Coordinate with local law enforcement including Target Zero Task Force officer. Fundraise by coordinating Jingle Bell Jog during the Festival of Lights in December. This advisor supervises about 10-20 students. Activities take about 20 hours per school year.

Yearbook – This is a Year-Round Position. The yearbook advisor will supervise students in the creation of the yearbook. This includes taking pictures, writing articles, designing pages and the book's theme, management of equipment, running the yearbook app, communicating with the Production Company, communicating with parents, and distributing yearbooks, as well as ads and senior recognition ads. The advisor supervises about 15-30 students. This position requires an average of 8-10 hours a week of additional time. The advisor must be a certified teacher.

## **CTSO's:**

Skills USA – The Skills USA advisor supervises about 10-15 students which are supervised for about 30 hours per year, unless the team qualifies for state or nationals. The Skills advisor must be a certified teacher.

HOSA – This is a Year-Round position. Future Health Professionals – Year Round Position. Supervise and assist students interested in going into a healthcare related field.

Family Career and Community Leaders of America – Year-Round Position. Supervise and assist students as they learn about family and consumer sciences. The advisor will help students with projects and competitions.

FFA – Year-Round Position. Supervise students at a variety of fundraisers and activities during the school year.

FBLA – Year-Round Position. Supervise students at a variety of fundraisers and activities during the school year.

## **APPENDIX F – Evaluation Procedures**

### **ARTICLE I: Teacher/Principal Improvement Program**

#### **Section 1: Evaluation System Preamble**

The evaluation system for teachers has the following elements, goals, and objectives:

1. The purpose of the evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.
3. Within the University of Washington's Center for Educational Leadership's 5D framework, teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.
4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.
5. Therefore, reasonable standards of fairness will be applicable to all aspects of the evaluation process, including due process and just cause.

The parties agree that the following evaluation system is to be implemented in a manner consistent with good faith and mutual respect and, as defined in WAC 392-191-025 and RCW 28A.405.110 (1), “An evaluation system must be meaningful, helpful, and objective; (2) an evaluation system must encourage improvements in teaching skills, techniques, and abilities by identifying areas needing improvement; (3) an evaluation system must provide a mechanism to make meaningful distinctions among teachers and to acknowledge, recognize, and encourage superior teaching performance; and (4) an evaluation system must encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluations through recognizing the importance of objective standards and minimizing subjectivity.”

#### **Section 2: Definitions and Notes**

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

**Communication with Parents/Guardians** may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

**Component** shall mean the sub-section of each criterion, also known as subdimension.

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

**Evaluator** shall mean a certificated administrator who has been trained in observation and evaluation techniques, and in the use of the specific instructional framework and rubrics contained in this agreement.

**Evidence** shall mean examples or observable practices of the teacher's ability and skill in relation to the instructional framework rubric.

Evidence collection is a sampling of data to inform decisions about level of performance. It should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio.

Input from students, parents or anonymous sources may be used as evidence in an evaluation, with the agreement of the teacher and evaluator.

**Impacts on Learning** such as student work samples and learning goals; district, school, and classroom assessment of students; student portfolios, formative and summative student growth data, student projects, data walls, etc.

**Indicator** – A subsection of an individual criterion.

**Multiple measures** of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, District-based, and state-based tools.

**Professional Contributions** such as curriculum development, leading professional activities, participating in professional development, setting professional goals, participating in PLCs, use of exemplars, family engagement, parent communications, peer assistance and review, mentoring and support to others, coaching, leadership roles, etc.

**School Day** as it applies to the evaluation of teachers, shall mean any day in which the majority of students are engaged in academically-focused learning activities.

**Student Growth Data** shall be selected with collaboration by the teacher and evaluator shall mean the change in student achievement between two points in time within the current school year.

Assessments used to demonstrate such growth may primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures. By mutual agreement of both the teacher and the evaluator, student growth goals may be revised.

**Not Satisfactory** shall mean:

Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.

Level 2: Basic – If the classroom teacher on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years in a row, or two years within a consecutive three-year period, the teacher is not considered to be performing at a satisfactory level.

**Teacher** shall mean any certificated staff member who is highly qualified and spends part of his or her school day providing academically-focused instruction and whose duties are consistent with the state criteria for teachers and the district’s framework and rubrics. Members covered under this bargaining agreement that do not meet the criteria listed above shall continue to be evaluated using the old form.

### **Section 3: State Criteria, Framework, and Scoring**

The following criteria will be used to evaluate certificated classroom teachers:

1. Centering instruction on high expectations for student achievement;
2. Demonstrating effective teaching practices;
3. Recognizing individual student learning needs and developing strategies to address those needs;
4. Providing clear and intentional focus on subject matter, content, and curriculum;
5. Fostering and managing a safe, positive learning environment;
6. Using multiple student data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and school community;
8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

The parties have agreed to the adopted evidence-based instructional framework developed by the UW’s CEL, the 5 D’s, and approved by OSPI. The complete instructional framework is included in Form A.

Upon mutual agreement the parties may select a different instructional framework approved by OSPI.

### **Criterion Performance Scoring**

Each rating will be assigned the following numeric values:

Unsatisfactory – 1    Basic – 2    Proficient – 3    Distinguished – 4

The final score shall be calculated based on the average of a criterion's indicators, rounded to a whole number.

### **Summative Performance Rating**

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

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

### **Student Growth Criterion Score**

Embedded in the instructional framework are five (5) components designated as student growth components. These components are embedded in criteria as SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The evaluator shall add up the raw scores on these components and the employee shall be given a score of low, average or high based on the following scoring bands:

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

Student growth data, selected in collaboration with the evaluator and teacher, should be derived from multiple sources, and must be appropriate and relevant to the teacher and subject matter. It may be teacher initiated, and may include formal and informal assessments of student progress. With the exception of formative assessments, student achievement data that is not calibrated to show growth between two points in time during the current school year shall not be used to calculate a teacher's student growth criterion score.

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

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

- Triangulate student growth measure with other evidence (including observations, artifacts, and student-related evidence) and additional levels of student growth based on classroom, school, district and state-based tools;
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;

- Schedule monthly conferences with the evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- Create and implement a professional development plan to address student growth areas.

#### **Section 4: New Staff**

New employees shall receive training with regard to the framework and the evaluation system.

#### **Section 5: Notification**

Every teacher shall be notified within fifteen (15) school days from the start of the school year of his or her evaluator and whether he or she will be evaluated using a Comprehensive or Focused evaluation.

#### **Section 6: General Evaluation Agreements**

**Out of Content/Endorsed Areas** - Teachers evaluated while teaching outside of their content areas or endorsed areas shall have minimal emphasis placed on their understanding of subject matter, content, and curriculum during their first year of such placement. However, consideration may be given to teachers' progress towards endorsement.

As per WAC 181-82-110 (1) (b), no teacher shall be "subject to non-renewal or probation based on evaluations of their teaching effectiveness in the out-of-endorsement assignments".

Teachers shall not be evaluated as a member of a team while teaching outside of their content or endorsed areas, except at the option of the teacher.

**Security** -All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Video and audio recordings may be used to listen to or record the proceedings of any class with prior knowledge and consent of the teacher.

No hearsay or unsubstantiated complaints against an employee shall be included in any documentation pertaining to an evaluation.

An evaluation system shall include steps taken by the District to ensure confidentiality and security for all evaluation documents, including electronic documents, consistent with state public disclosure requirements and guidelines.

#### **Section 7: Professional Development**

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



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

### **Section 8: Provisional Teachers**

- A. "Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
- B. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.
- C. All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.
- D. All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District may be removed from provisional status by the Superintendent.
- E. The Evaluator shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all first- year Provisional Teachers.
- F. Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies.

### **Section 9: Procedures for Evaluation**

- A. All classroom teachers shall be evaluated each school year by an evaluator. In the event that circumstances prevent the evaluator from performing an observation or an evaluation, his or her designee may do so with approval of the Superintendent.

If an employee is assigned to two or more schools, the evaluators will rotate on an annual basis. The employee will not have more than one evaluation per school year. One evaluator will serve as the "primary evaluator." Additional evaluators will be designated as "secondary evaluators." The primary evaluator will complete

the majority of the evaluation procedures, but evidence and observations may be submitted by secondary evaluators at the request of the teacher.

## **ARTICLE II: Evaluation Steps**

### **Step 1: Self-Assessment**

Each teacher shall reflect on his/her practice and complete the *Framework for Teaching Self-Assessment* document (Form A). The self-assessment shall serve as a tool for the goal setting conference. Teachers shall complete their annual self-assessment by September 30<sup>th</sup>.

### **Step 2: Goal Setting Conference**

- A. Prior to the goal setting conference, the teacher shall complete their observation preferences (Form B). They will give the form to their evaluator at the goal-setting conference.
- B. Each teacher shall combine his/her self-assessment with the district and/or building initiatives and select goal(s) for the year. The teacher shall determine a student growth goal for Components SG 3.1 or SG 6.1 or SG 8.1, in collaboration with the evaluator, by using the *Goal Setting Form* (Form C). Note: selecting SG 8.1 requires completing either SG 3.1 or SG 6.1 as well. The teacher will complete the appropriate criterion/criteria.
- C. The teacher and evaluator will discuss criteria in which the teacher is already Proficient (Level 3) or Distinguished (Level 4).
- D. At the conference, the teacher shall select their minimum observation time, not to exceed thirty (30) minutes.
- E. If the teacher and the evaluator cannot agree on a rating for any indicator, the teacher and the evaluator shall collaborate to gather evidence to support a rating on the CEL Rubric.
- F. Collaboratively, the teacher and evaluator will agree on an area of focus. The selected area will be the primary focus of all observations and feedback, in addition to the student growth data component. The area of primary focus does not need to be in the same criterion as their student growth goal.

- G. In the event a teacher and evaluator do not agree on an area of focus after both have provided a rationale, the teacher will have the right to request a member of the Association be present to mediate. If a mutually acceptable focus is still not agreed upon, the evaluator and teacher will conference with the district and association to reach a solution.
- H. The Goal Setting Conference shall be held by October 30<sup>th</sup>, unless postponed by the mutual agreement of the teacher and evaluator.
- I. After ninety (90) school days, the area of emphasis shall not be changed. If, however, during observations in the first ninety (90) school days, the evaluator notices a discrepancy between the self-evaluation and teaching practice, in order to foster improvement and correct deficiencies, a discussion between the evaluator and teacher should occur. This may result in a mutual agreement to shift the area of emphasis.

### **Step 3: Observations**

- The evaluator shall conduct observations of practice and return feedback.
- Observations throughout the school year must total a minimum of one hour.
- Feedback will be provided within three (3) school days. If feedback is not provided within three (3) school days, the observations shall not be included in the evaluation except at the request of the teacher.
- Upon receiving feedback, a meeting may be held at the request of the teacher or evaluator to discuss the results, and determine if additional observations or evidence may be required for a specific indicator. The teacher shall have five (5) days after receiving feedback to request a meeting.
- Positive evidence may be collected at any time during the contracted school day.
- At the teacher's discretion, one observation will be excluded from the summative evaluation and an additional observation may be held to re-evaluate the teacher. The teacher shall have five (5) days after receiving feedback to exclude an observation.
- After the minimum required observations have been completed by the evaluator, [sixty (60) minutes for non-provisional employees, ninety (90) minutes for provisional employees] only negative feedback from additional observations will need to be provided to the teacher, following the outline listed in Step 3.

#### **Step 4: Checkpoints**

- A. Evaluators will create an informal measure of a teacher's progress towards completing their summative evaluation, or a checkpoint, upon teacher request.

#### **Step 5: Summative Assessment / Score**

- A. Summative Assessment scores shall match the self-evaluation scores, with the exception of the teacher's area of emphasis, unless the following situation applies:
  - 1. If, due to a lack of observed evidence, indicator scores from outside the area of emphasis do not reflect the frequency requirements specified in the CEL rubric and the result would constitute a change in the indicator score to either a Basic (2) or Unsatisfactory (1), the score will not be changed without a prior discussion between the evaluator and teacher.
  - 2. This discussion needs to occur no later than April 15<sup>th</sup>, in order to give the teacher adequate time to display or provide the necessary evidence, if they choose to do so.
  - 3. If this situation will apply to more than a few indicators, the discussion should occur sooner, so that the teacher and evaluator are not overburdened with collecting and scoring evidence.
- B. No later than April 30<sup>th</sup>, the teacher and evaluator shall discuss the teacher's preliminary summative score. The purpose of this meeting is to review material collected evidence and allow an additional opportunity to submit additional evidence before the final summative score is set. If the teacher is satisfied with their score at this point, however, the evaluation can be finalized.
- C. The Summative Assessment shall not include altered scores where no discussion took place between the teacher and evaluator, especially where the teacher did not have an opportunity to provide evidence and the indicator is not within the area of emphasis.
- D. At the end of the evaluative cycle, the teacher shall have the option to review the evidence accumulated throughout the school year in which the evaluation is conducted, including:
  - Observation data
  - Artifacts
  - Student growth data
  - Ancillary evidence

Student growth data shall only be used in the teacher's evaluation process if such data is relevant to the teacher and the subject matter. "Student growth" means the change in student achievement between two points in time.

Employees shall have transparent access to all such District data available.

## **ARTICLE III: EVALUATION PROCEDURES**

### **Section 1 – Evaluation Overview**

- A. Teachers may submit artifacts and evidence for completion of their evaluation cycle.
- B. The teacher shall use the evidence from the previous year's *Final Score* document, when applicable, to conduct a self-assessment at the beginning of each school year. The self-assessment document shall be used in discussion with the evaluator, who will receive a copy, during the goal setting conference.
- C. The teacher and the evaluator will discuss their overall assessment of the teacher's performance, including possible criteria where improvement could occur.
- D. If an agreement cannot be reached on the criterion that will be the teacher's primary area of focus, the evaluator's assessment shall be documented and the teacher may follow the due-process agreement already set in the contract.
- E. If a teacher is on track to receive a final summative score below Proficient, a discussion between the teacher and the evaluator shall be held and the teacher shall be given the opportunity to provide evidence that they are Proficient before the Final Summative Score is finalized.
- F. If an employee with a continuing contract that has more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years, or two years within a consecutive three-year time period, then his or her performance shall be judged "unsatisfactory".
- G. All employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support will be described in the sections on regarding the "Plan of Improvement" or "Probation."
- H. The teacher will sign two (2) copies of the *Final Score* document (Form D). Each teacher shall sign the evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents, only that he or she has read it. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the *Final Score* document (Form D) at any time.

## **ARTICLE IV – PLAN OF IMPROVEMENT AND PROBATION**

### **Section 1: Plan of Improvement**

- A. Any teacher, either provisional or non-provisional, whose performance puts them at risk for receiving an unsatisfactory rating on the *Final Score* document (Form D) may be placed on a plan for improvement at any time. The administration may always provide assistance to an employee that does not qualify for a formal plan of improvement.
1. If an employee is being considered for plan of improvement, the evaluator must make a recommendation to the Superintendent and the Association beforehand.
  2. The plan of improvement needs to include the following:
    - a. A definition of the problem regarding the teacher’s practice, in terms of deficiencies in discrete areas based upon the evaluative criteria.
    - b. Once the areas of deficiency and the criteria for improvement have been determined, they may not be altered, in order to avoid creating a moving target for the teacher.
    - c. The plan of improvement should spell out a course of action and time expectations for the employee involved to reach an acceptable level of performance in separate areas in which the employee may need improvement, according to the criteria included on the evaluation instrument.
    - d. A specific plan for improvement that lists courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance on the CEL evaluation rubric to a passing level must be included in the plan.
    - e. A plan of improvement may carry over into multiple school years. When the plan of improvement has been successfully completed, the teacher, the Superintendent, and the Association shall be notified. When the plan of improvement is unsuccessful, the next step for non-provisional employees shall be probation.
    - f. A teacher who is on a plan of improvement must be removed from the plan if he or she has demonstrated improvement in the areas described as deficient.

### **Section 2: Probation**

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

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended to the Superintendent. This conference shall be held no later than January 15<sup>th</sup>. The employee shall have the opportunity to have an Association representative in attendance.
  2. The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation, he/she may continue to work with the parties involved.
  3. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing.
  4. The following steps shall also have been completed before an employee is put on probation:
    - a. A completed Comprehensive Evaluation, conducted in accordance with the procedures for evaluation described in this Appendix.
    - b. A specific and reasonable plan of improvement, designed to assist the teacher in making satisfactory progress in improving his/her performance, shall have been attempted over a minimum of one (1) calendar year
  5. The following steps shall be completed during probation:
    - a. A description of the assistance and services the District will provide to the teacher to improve his/her performance during probation will be provided.
    - b. Monthly reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies will be provided.
    - c. Written notice to the Association and teacher regarding the teacher's progress prior to January 15<sup>th</sup>, or thirty (30) calendar days after the teacher began work on probation, whichever is later.
- B. Teachers may only be placed on probation from the Comprehensive Evaluation system described in this document.
- C. No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the current (ESSB 5895) evaluation system with an emphasis on developing inter-rater reliability.
- D. Teachers shall have the right to Association representation at all probationary conferences.

- E. The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in specific areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)).
- F. The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15<sup>th</sup> of Level 2 (Basic) or less.
- G. Performance standards will not be greater for probationary employees than for other teaching staff.
- H. At the request of the probationary employee, release time may be granted in order to comply with requirements of the probation, such as training.
- I. In order to receive additional feedback regarding their teaching, the probationary employee may request an observation from another staff member, administrator, or an outside specialist.
- J. The probationer must be removed from probation if he/she has demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in his/her initial notice of deficiency.
- K. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
- L. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.

**Section 3: Non-renewal, Adverse Action, and Discharge**

In the event that there is determined to be probable cause to non-renew, adversely affect, or discharge a teacher, the teacher shall receive written notice and the District will follow the procedures specified in Washington Revised Code 28A.400 et. seq.

**ARTICLE V: EVALUATION RESULTS**

**Section 1: How Evaluation results shall be used**



1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of his/her assigned duties.
3. To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
4. To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
5. As one of the multiple factors in Human Resources and personnel decisions, only as defined in the Collective Bargaining Agreement.

## **Section 2: How Evaluation results shall not be used**

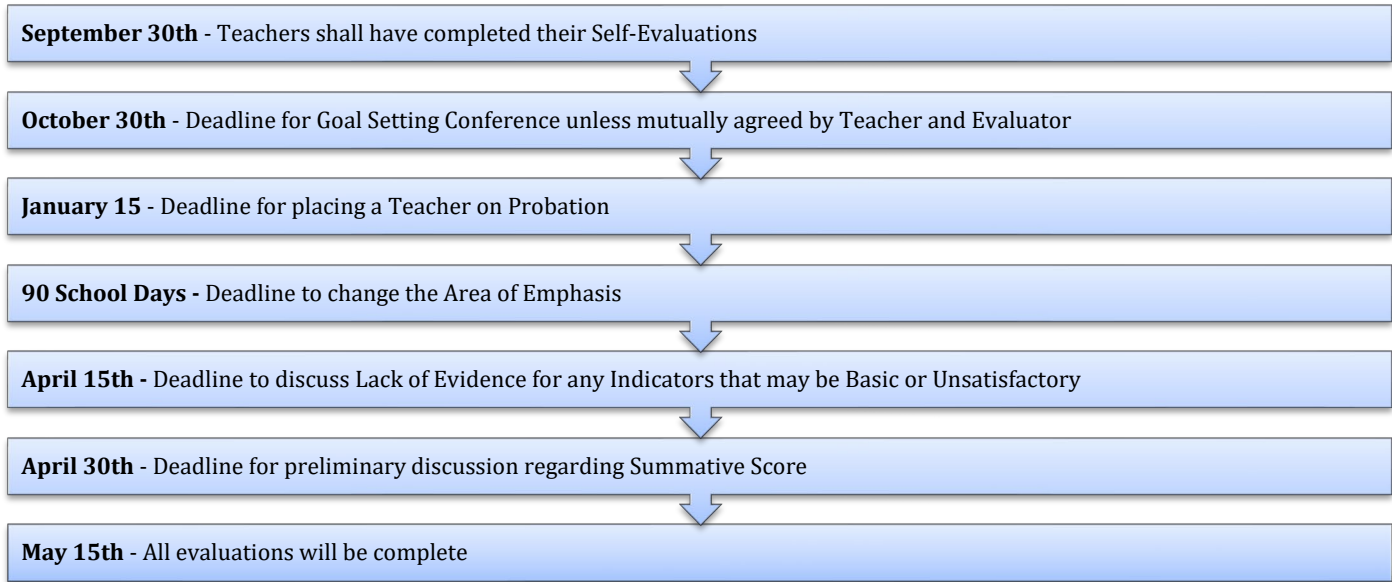
1. Shared or published with any teacher-identifying information.
2. Shared or published without prior notification to the individual and Association.
3. Used to determine any type of base or additional compensation.
4. Evaluators shall not consider school-wide or District-wide, Summative Performance Ratings

## **Section 3: Recordkeeping**

The District shall adhere to the following:

- Teachers shall not be required to use the eVAL tool.
- Forms A-F will be used for those who choose not to use eVAL.
- Teachers shall have access to their eVAL account in current, and subsequent, year(s).
- Evaluators shall notify the teacher of any additional evidence submitted about them to eVAL within three (3) school days of submission.
- Teachers shall not be required to share personal assessment information utilized within the eVAL system.
- Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

### Section 13: Timeline



### Section 14: Evaluation Documents

Only the *Final Score* document (Form D), along with any comments submitted by the teacher, shall be kept in the personnel files.

### Section 15 - Legislative Impacts

This Addendum shall be reopened at the request of either party for the purpose of negotiating legislative impacts on the Collective Bargaining Agreement.

APPENDIX F:

**MONTESANO SCHOOL DISTRICT - FORM A: SELF-EVALUATION FORM**

P – Purpose                      UNS              BAS              PRO              DIS

<b>P1 – Learning target(s) are connected to the standards</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Lessons are not based on grade level standards or there are no learning standards aligned to the standard or the targets do not change daily.	Lessons are based on grade level standards. The daily learning target(s) align to the standard.	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words	Lessons are based on grade level standards. The daily learning target(s) align to the standard. Students can rephrase the learning target(s) in their own words. Students can explain why the learning target(s) are important.

<b>P2 – Lessons connected to previous and future lessons, broader purpose, and transferable skill</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Lessons are rarely linked to previous and future lessons	Lessons are clearly linked to previous and future lessons	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or a transferable skill	Lessons are clearly linked to previous and future lessons. Lessons link to a broader purpose or transferable skill. Students can explain how lessons build on each other in a logical progression.

<b>P3 – Design of performance task</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Performance tasks do not require a demonstration of thinking connected to the learning target.	Performance tasks require a demonstration of thinking connected to the learning target	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require	Performance tasks require a demonstration of thinking connected to the learning target. Performance tasks require application of discipline-specific

		application of discipline-specific concepts or skills.	concepts or skills. Students are able to use prior learnings/understandings to engage in a new performance task.
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<b>P4 – Communication of learning target(s)</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher rarely states or communicates with students about the learning target(s)	Teacher states the learning target(s) once during the lesson and checks for student understanding of the learning target(s)	Teacher communicates the learning target(s) through verbal and visual strategies and checks for student understanding of the learning target(s)	Teacher communicates the learning target(s) through verbal and visual strategies, checks for student understanding of the learning target(s), and references the target(s) throughout instruction.

<b>P5 – Success Criteria</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
The success criteria for the learning target(s) are nonexistent or vague	Success criteria are present but may lack alignment to the learning target(s) and/or may not be used by students for learning	Success criteria are present and align to the learning target(s). With prompting from the teacher, students use the success criteria to communicate what they are learning	Success criteria are present and align to the learning target(s). Students use the success criteria to communicate what they are learning

SE – Student Engagement

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<b>SE1 – Quality of questioning</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher does not ask questions to probe and deepen student understanding or uncover misconceptions	Teacher asks questions to probe and deepen student understanding or uncover misconceptions	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists	Teacher asks questions to probe and deepen student understanding or uncover misconceptions. Teacher assists in

		students in clarifying their thinking with one another.	clarifying and assessing their thinking with one another. Students question one another to probe for deeper thinking.
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<b>SE2 – Ownership of learning</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher rarely provides opportunities and strategies for students to take ownership of their learning	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with the teacher	Teacher provides opportunities and strategies for students to take ownership of their learning. Some locus of control is with students in ways that support student learning	Teacher provides opportunities and strategies for students to take ownership of their learning. Most locus of control is with students in ways that support student learning

<b>SE3 – Capitalizing on students’ strengths</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher has little knowledge of how students’ strengths (academic background, life experiences and culture/language) could be used as an asset for student learning	Teacher has knowledge of how students’ strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways not connected to the unit goals	Teacher capitalizes on students’ strengths (academic background, life experiences and culture/language) and applies this knowledge in limited ways connected to the unit goals.	Teacher capitalizes on students’ strengths (academic background, life experiences and culture/language) and applies this knowledge in a variety of ways connected to the unit goals.

<b>SE4 – Opportunity and support for participation and meaning making</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher does not use engagement strategies and structures that facilitate participation and meaning making by students. Few students have the opportunity to engage	Teacher uses engagement strategies and structures that facilitate participation and meaning making by students. Some	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and	Teacher sets expectations and provides support for engagement strategies and structures that facilitate participation and meaning making by students. All



<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher demonstrates a lack of knowledge of discipline-based concepts and habits of thinking by making content errors	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another within a unit.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year.	Teacher demonstrates an understanding of how discipline-based concepts and habits of thinking relate to one another or build upon one another over the course of an academic year as well as in previous and future years.

<b>CP3 – Discipline-specific teaching approaches</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher rarely uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking at one or two points within a unit.	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking throughout the unit, but not daily	Teacher uses discipline-specific teaching approaches and strategies that develop students' conceptual understanding and discipline-specific habits of thinking on a daily basis.

<b>CP4 – Differentiated instruction for students</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher does not use strategies that differentiate for individual learning strengths and needs	Teacher uses one strategy, such as time, space, structure, or materials that differentiate for individual learning strengths and needs	Teacher uses multiple strategies, such as time, space, structure, or materials that differentiate for individual learning strengths and needs	Teacher uses multiple strategies, such as time, space, structure, or materials that differentiate for individual learning strengths and needs. Teacher provides targeted and flexible supports within the strategies.

<b>CP5 – Use of scaffolds</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>

Teacher does not provide scaffolds that are related to or support the development of the targeted concepts and/or skills. If teacher uses scaffolds, he or she does not release responsibility to students.	Teacher provides scaffolds that are clearly related to or support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence	Teacher provides scaffolds that are clearly related to or support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant.	Teacher provides scaffolds that are clearly related to or support the development of the targeted concepts and/or skills. Using scaffolds, the teacher gradually releases responsibility to students to promote learning and independence. Students expect to be self-reliant. Students use scaffolds across tasks with similar demands.
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A - Assessment

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<b>A1 – Student self-assessment</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher does not provide an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s)	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that may not deepen student understanding of progress towards the target(s)	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress towards the target(s)	Teacher provides an opportunity for students to assess their own learning in relation to the success criteria for the learning target(s) in ways that deepen student understanding of progress towards the target(s). Students use success criteria for improvement

<b>A2 – Student use of formative assessments over time</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Students do not use formative assessments to assess their own learning	Students use formative assessments at least two to three times a	Students use formative assessments at least two to three times a	Students use formative assessments at least two to three times a



	year/course to assess their own learning, determine learning goals, and monitor progress over time.	year/course and use formative assessments within a unit or two to assess their own learning, determine learning goals, and monitor progress over time.	year/course and use formative assessments within each unit to assess their own learning, determine learning goals, and monitor progress over time..
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<b>A3 – Quality of formative assessment methods</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Assessment tasks are not aligned with the learning target(s)	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides no information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides limited information about student thinking and needs.	Assessment tasks allow students to demonstrate learning. The quality of the assessment methods provides comprehensive information about student thinking and needs.

<b>A4 – Teacher use of formative assessments</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher does not use formative assessments to modify future lessons, make instructional adjustments, or give feedback to students	Teacher uses formative assessments to modify future lessons, or makes in-the-moment instructional adjustments based on completion of task(s)	Teacher uses formative assessments to modify future lessons, or makes in-the-moment instructional adjustments based on student understanding, and gives general feedback aligned with the learning target(s)	Teacher uses formative assessments to modify future lessons, or makes in-the-moment instructional adjustments based on student understanding, and gives targeted feedback aligned with the learning target(s) to individual students.

<b>A5 – Collection systems for formative assessment data</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher does not have routines for	Teacher has an observable system and routines for	Teacher has an observable system and routines for	Teacher has an observable system and routines for

recording formative assessment data.	recording formative assessment data but does not use the system to inform instructional practice	recording formative assessment data and periodically uses the system to inform instructional practice	recording formative assessment data and periodically uses the system to inform day-to-day instructional practice
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CEC – Classroom Environment & Culture

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<b>CEC1 – Classroom arrangement and resources</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Physical environment of the classroom is unsafe or resources are not accessible to all students to support their learning during the lesson	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds students learning and the purpose of the lesson.	The physical environment is safe. The resources, materials and technology in the classroom relate to the content or current unit and are accessible to all students. The arrangement of the room supports and scaffolds students learning and the purpose of the lesson. Students use resources and the arrangement of the room for learning.

<b>CEC2 – Learning routines</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Learning routines for discussion and collaborative work are absent	Learning routines for discussion and collaborative work are present but may not result in effective discourse. Students are held accountable for completing their work but not for learning	Learning routines for discussion and collaborative work are present and result in effective discourse. Students are held accountable for completing their work and for learning	Learning routines for discussion and collaborative work are present and result in effective discourse. Students are held accountable for completing their work and for learning. Students

			support the learning of others.
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<b>CEC3 – Use of learning time</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Instructional time is frequently disrupted	Some instructional time is lost through inefficient transitions or management routines. Teacher responds to student misbehavior with uneven results	Instructional time is maximized through efficient transitions, management routines and positive student discipline. Student misbehavior is rare	Instructional time is maximized through efficient transitions, management routines and positive student discipline. Students manage themselves, assist each other in managing behavior, or exhibit no misbehavior

<b>CEC4 – Student status</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher does not develop positive teacher-student relationships that attend to students' well-being. Patterns of interaction promote rivalry and/or unhealthy competition among students or some students are relegated to low status positions.	Teacher demonstrates positive teacher-student relationships that foster students' well-being. Patterns of interaction between teacher and students and among students may send messages that some students' contributions are more valuable than others.	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions	Teacher and students demonstrate positive teacher-student and student-student relationships that foster students' well-being and develop their identity as learners. Patterns of interaction between teacher and students and among students indicate that all are valued for their contributions. Teacher creates opportunity for student status to be evaluated

<b>CEC5 – Norms for learning</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Classroom norms are not evident and/or do	Classroom norms are evident but result in	Classroom norms are evident and result in	Classroom norms are evident and result in

not address risk-taking, collaboration, respect for divergent thinking or students' cultures	uneven patterns of interaction that do not encourage risk-taking, collaboration, respect for divergent thinking or students' cultures	patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking or students' cultures	patterns of interaction that encourage risk-taking, collaboration, respect for divergent thinking or students' cultures. Student self-monitor or remind one another of the norms
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PCC – Professional Collaboration & Communication    UNS    BAS    PRO    DIS

<b>PCC1 – Collaboration with peers and administrators to improve student learning</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher rarely collaborates with peers or engages in inquiry for the purpose of improving instructional practice or student learning	Teacher collaborates and engages with peers and administrators for the purpose of improving instructional practice or student learning. Teacher provides minimal contributions	Teacher collaborates and engages with peers and administrators for the purpose of improving instructional practice or student learning. Teacher contributes to collaborative work	Teacher collaborates and engages with peers and administrators for the purpose of improving instructional practice or student learning. Teacher occasionally leads collaborative work and/or teacher serves as a mentor for others' growth and development

<b>PCC2 – Communication and collaboration with parents and guardians</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher rarely communicates in any manner with parents and guardians about student progress	Teacher communicates with all parents and guardians about goals of instruction and student progress, but usually relies on one method for communication or requires support or reminders	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools in a timely manner. Teacher considers the language needs of parents and guardians	Teacher communicates with all parents and guardians about goals of instruction and student progress using multiple tools in a timely manner. Teacher considers the language needs of parents and guardians. Teacher effectively engages in two-way forms of

			communication and is responsive to parent and guardian insights
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<b>PCC3 – Communication within the school community about student progress</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher maintains student records. Teacher rarely communicates student progress information to relevant individuals within the school community	Teacher maintains student records. Teacher communicates student progress information to relevant individuals within the school community; however performance data may have minor flaws or be narrowly defined (e.g., test scores only)	Teacher maintains accurate and systematic student records. Teacher communicates students' progress information, including both successes and challenges, to relevant individuals within the school community in a timely, accurate, and organized manner	Teacher maintains accurate and systematic student records. Teacher communicates students' progress information, including both successes and challenges, to relevant individuals within the school community in a timely, accurate, and organized manner. Teacher and student communicate accurately and positively about student successes and challenges

<b>PCC4 – Support of school, district and state curricula, policies, and initiatives</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher is unaware of or does not support school, district, or state initiatives.	Teacher supports and has an understanding of school, district, and state initiatives.	Teacher supports and has an understanding of school, district, and state initiatives.	Teacher supports and looks for opportunities to take on leadership roles in

Teacher violates a district policy or rarely follows district curricula/pacing guide	Teacher follows district policies and follows district curricula/pacing guide	Teacher follows district policies and follows district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group needs without compromising an aligned curriculum	developing and implementing school, district, and state initiatives. Teacher follows district policies and implements district curricula/pacing guide. Teacher makes pacing adjustments as appropriate to meet whole-group and individual needs without compromising an aligned curriculum
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<b>PCC5 – Ethics and advocacy</b>			
<i>UNSATISFACTORY</i>	<i>BASIC</i>	<i>PROFICIENT</i>	<i>DISTINGUISHED</i>
Teacher’s professional role toward adults and students is unfriendly or demeaning, crosses ethical boundaries, or is unprofessional	Teacher’s professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved	Teacher’s professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students	Teacher’s professional role toward adults and students is friendly, ethical, and professional and supports learning for all students, including the historically underserved. Teacher advocates for fair and equitable practices for all students. Teacher challenges adult attitudes and practices that may be harmful or demeaning to students

APPENDIX F

**MONTESANO SCHOOL DISTRICT - FORM B: EVALUATION DECISION**

1. Are you okay with evaluators using Video Recordings as part of the inquiry cycle?

**YES or NO**

2. Are you okay with evaluators using Audio Recordings as part of the inquiry cycle?

**YES or NO**

3. Select the minimal allowable observation/evidence gathering time in minutes:

**5 - 10 - 15 - 30**

4. Is it okay with you if I observe/gather evidence when there is an alternate schedule?

**YES or NO**

5. Do you want input from students, parents or anonymous sources used as evidence?

**YES or NO**

6. Do scripted observations need to be scheduled?

**YES or NO**

7. Are you going to use the eVAL tool?

**YES or NO**

Comments:

**Evaluator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Evaluatee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





APPENDIX F

**MONTESANO SCHOOL DISTRICT - FORM D: FINAL SCORE DOCUMENT**

**Final Report**

Current Year Evaluation Cycle:  
 Proposed Evaluation Cycle for Next Year:  
 Report Date:  
 Evaluator:  
 Teacher:

Criteria Score	Student Growth Impact Rating	Final Score

**STATE SUMMARY VIEW**

<b>C1</b>	Centering instruction on high expectations for student achievement.	U	B	P	D
2b	Establishing a Culture for Learning	U	B	P	D
3a	Communicating with Students	U	B	P	D
3c	Engaging Students in Learning	U	B	P	D
<b>C2</b>	Demonstrating effective teaching practices.	U	B	P	D
3b	Using Questions and Discussion Techniques	U	B	P	D
4a	Reflecting on Teaching	U	B	P	D
<b>C3</b>	Recognizing individual student learning needs and developing strategies to address those needs.	U	B	P	D
1b	Demonstrating Knowledge of Students	U	B	P	D
3e	Demonstrating Flexibility and Responsiveness	U	B	P	D
SG 3.1	Establish Student Growth Goal(s)	U	B	P	D
SG 3.2	Achievement of Student Growth Goal(s)	U	B	P	D
<b>C4</b>	Providing clear and intentional focus on subject matter content and curriculum.	U	B	P	D
1a	Demonstrating Knowledge of Content and Pedagogy	U	B	P	D
1c	Setting Instructional Outcomes	U	B	P	D
1d	Demonstrating Knowledge of Resources	U	B	P	D

1e	Designing Coherent Instruction	U	B	P	D
<b>C5</b>	<b>Fostering and managing a safe, positive learning environment.</b>	U	B	P	D
2a	Creating an Environment of Respect and Rapport	U	B	P	D
2c	Managing Classroom Procedures	U	B	P	D
2d	Managing Student Behavior	U	B	P	D
2e	Organizing Physical Space	U	B	P	D
<b>C6</b>	<b>Using multiple student data elements to modify instruction and improve student learning.</b>	U	B	P	D
1f	Designing Student Assessments	U	B	P	D
3d	Using Assessment in Instruction	U	B	P	D
4b	Maintaining Accurate Records	U	B	P	D
SG 6.1	Establish Student Growth Goal(s)	U	B	P	D
SG 6.2	Achievement of Student Growth Goal(s)	U	B	P	D
<b>C7</b>	<b>Communicating and collaborating with parents and the school community.</b>	U	B	P	D
4c	Communicating with Families	U	B	P	D
<b>C8</b>	<b>Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.</b>	U	B	P	D
4d	Participating in a Professional Community	U	B	P	D
4e	Growing and Developing Professionally	U	B	P	D
4f	Showing Professionalism	U	B	P	D
SG 8.1	Establish Team Student Growth Goal(s)	U	B	P	D

**FINAL REPORT SIGNATURES**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Teacher Signature: \_\_\_\_\_

Date: \_\_\_\_\_