



2022-2023

Collectively Bargained Agreement

Selah

Education Association

Selah School District No. 119

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PREAMBLE

This agreement is by and between the Selah School District and the Selah Education Association. The hours, wages, terms, and conditions of employment contained herein have been bargained and agreed to in accordance with the provisions of RCW 14.59, the Educational Employment Relations Act.

SELAH EDUCATION ASSOCIATION:

SELAH SCHOOL DISTRICT:

Date: _____

Date: _____

ARTICLE I

ADMINISTRATION

SECTION 1. DEFINITION OF TERMS

As used in this Agreement, the following words will have the following meanings unless the context in which they are used shall clearly indicate another meaning:

- A. **"District"** shall mean the Selah School District, Selah, Yakima County, Washington.
- B. **"Board"** shall mean the Board of Directors of the Selah School District as the governing body of the District.
- C. **"Association"** shall mean the Selah Education Association, an affiliate of the Washington Education Association and the National Education Association.
- D. **"Employee"** shall mean those employees for whom the Association is recognized as the duly authorized bargaining agent.
- E. **"Substitute Employee"** shall mean those employees who are temporarily employed for a variable period of time without tenure, seniority, future employment preference, or any other rights not specifically delineated within Article III, Section 10, *Substitute/Temporary Employees* of this collectively bargained agreement. Bargaining Unit Substitute Employee shall mean those substitutes who (a) have been employed by the District for more than thirty (30) work days within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes or (b) are employed by the District to substitute in a position for the same absent employee where it is anticipated or comes to pass that such assignment is more than twenty (20) consecutive work days. Bargaining unit substitutes shall be governed by the provisions of Article III, Section 10, *Substitute/Temporary Employees*, of this Agreement.
- F. **"Temporary Employee"** shall mean those employees who are temporarily employed by the District to replace an employee on an extended leave of absence without tenure, seniority, future employment preference, or any other rights not specifically delineated within Article III, Section 10, *Substitute/Temporary Employees* of this collectively bargained agreement.
- G. **"Days"** shall mean working days of employees in the bargaining unit during the school year. During the summer, it shall mean weekdays, excluding holidays.
- H. **"Parties"** shall mean the District and the Association as parties to the Agreement.
- I. **"Agreement"** shall mean the Collective Bargaining Agreement signed by the District and the Association.
- J. **"Contract"** shall mean the individual contract issued to each employee.
- K. **"Superintendent"** shall mean the chief administrator of the District.
- L. **"President"** shall mean the presiding officer of the Association.

M. **“Executive Secretary”** shall mean the contract maintenance, grievance, and negotiations chairperson for the Association.

N. **"Act"** shall mean RCW 41.59, the Educational Employment Relations Act.

SECTION 2. RECOGNITION

Pursuant to current statute (RCW 41.59), the District hereby recognizes the Association as the sole and exclusive bargaining representative for all certificated employees whether under contract or on leave who are employed or to be employed by the District. Such representation shall cover all employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the Superintendent, Assistant Superintendents, Administrative Assistants to the Superintendent, Principals, Deans of Students, Assistant/Vice-Principals, Program Directors and Program Coordinators, as well as substitute employees who do not meet the definition of a bargaining unit substitute contained in Article I, Section 1E. of this Agreement.

SECTION 3. STATUS OF AGREEMENT

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

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from current individual salaries and economic benefits or conditions of employment under existing rules, regulations, policies, resolutions, agreements and past practices of the District in effect prior to the effective date of this Agreement.

This agreement may be modified only by the mutual written agreement of the parties.

SECTION 4. CONFORMITY TO LAW

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

In the event a provision(s) is determined to be contrary to law as stated above, such provision shall be renegotiated. Negotiation shall commence within a reasonable time after receipt of the written tribunal decision.

SECTION 5. DISTRIBUTION OF AGREEMENT

Following ratification signing of this Agreement, the District shall prepare the camera-ready copy and print this Agreement. The Association shall be responsible for the design of the cover. The cost of the printing, which shall be agreed to in advance, and distributing of the Agreement shall be borne equally by the District and the Association. The Association shall distribute to all employees copies of this agreement. Additional copies shall be provided to the Association and District. All employees new to the District shall be provided a copy of the

Agreement by the District upon their date of hire and such Agreement shall be available to all applicants for Association positions for review.

In the event the preparer knowingly or unknowingly errs in preparation and/or printing, the final ratified agreement shall be binding. The District shall bear the cost of printing and distributing the corrected agreement.

There shall be two (2) signed copies of the final Agreement for the purpose of records. One (1) shall be retained by the District and one (1) by the Association.

ARTICLE II

BUSINESS

SECTION 1. MANAGEMENT RIGHTS

It is understood and agreed that with the exception of the provisions of this Collective Bargaining Agreement, the Board of Directors and the School District retain all of the rights, powers, functions and authority vested in management by law, and rules and regulations of federal, state, county and all other regulatory agencies.

SECTION 2. ASSOCIATION RIGHTS

The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

The District shall provide the Association with the name, address, phone number, building and assignment of any employee(s) new to the District within three (3) days of the issuance of their contract.

The Association shall be afforded a one (1) hour block of time during the final hour of the workday to meet with new employees as a group on the new employee orientation day prior to the first student instruction day. The District will provide the Association reasonable access to new employees hired after the new employee orientation day for the purposes of presenting information about their exclusive bargaining representative to the new employee. No employee may be mandated to attend the meetings or presentations by the Association. "Reasonable access" for the purposes of this section means: (a) The access to the new employee occurs within thirty (30) days of the employee's start date within the bargaining unit; (b) The access is for no less than thirty minutes; and (c) The access occurs during the new employee's regular work hours at the employee's regular worksite, or at a location mutually agreed to by the District and Association.

The Association shall be granted an opportunity to welcome and introduce Association Officers during the first District directed day typically held in August. The Association may be provided, upon request, up to a one (1) hour block of time on the first of the three District directed days prior to the first student day to conduct a general membership meeting when three District directed days are scheduled in August.

The Association shall be provided with bulletin boards, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the school mails to distribute Association material.

The Association shall be notified promptly by the District of any disciplinary actions of any employee unless the employee specifically requests otherwise. The Association shall have the right to have representation at all hearings pertaining to disciplinary actions.

On or before the first day of November, the District, upon request of the Association, shall provide the Association with employment confirmation and directory information regarding each employee of the District.

The Board will consider Association input on any revisions of educational policy which are proposed or are under consideration. The Association shall be given opportunity for input with respect to these matters prior to adoption/implementation.

The Association shall have the right to use school facilities for meetings and school equipment, including computers, copy machines, e-mail, telephones, and other equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. The District will be provided with a copy of all materials produced.

Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations. Representatives shall inform the appropriate supervisor/administrator prior to contacting employees.

Whenever any representative of the Association or any employee participates during working hours in grievance, or other mutually scheduled meetings, he/she shall suffer no loss in pay.

The District agrees to furnish to the Association in response to reasonable requests all available public information concerning the financial resources of the District, including but not limited to: Annual financial reports and audits; register of bargaining unit personnel; agendas and minutes of all Board meetings; treasurer's reports; census and membership data; names of all employees; salaries paid thereto; and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

SECTION 3. DUES DEDUCTIONS

On or before August 25 of each school year, the Association shall give written notice to the District of the dollar amount of dues and assessments of the Association which are to be deducted in the coming school year under all payroll deduction. The total for these deductions shall not be subject to change during the school year. The District shall also deduct donations to WEA-PAC and NEA-FCPE authorized by the employee.

The deductions authorized above shall be made in twelve (12) equal amounts from each paycheck beginning the pay period in September. Employees who commence employment after September or terminate employment before June shall have their deductions prorated. The District agrees to promptly remit directly to the agency designated by the Washington Education Association (WEA) all monies so deducted, accompanied by a list of employees from whom the deduction has been made.

The Association agrees to reimburse the District or any employee from whose pay dues and assessments were deducted those sums in excess of the total amount due to the Association at that time, provided the Association or its affiliate actually received the excessive amount.

Membership Deductions. Employees may sign and submit a WEA Membership Enrollment form, which shall authorize deduction of membership dues and assessments of the Association.

Such authorization shall continue in effect from year to year unless a signed and dated revocation is received by the WEA Membership Department. Each month during the school year, the Association agrees to provide the District with the names of those employees who have joined the Association or who have revoked their membership through the WEA Membership Department.

Indemnification. The Association will indemnify, defend, and hold the District harmless against any claim made in any suit instituted or judgment rendered against the District resulting from any deduction of Association dues. The Association agrees to refund to the District any amounts paid in error because of the dues deduction provision. In the event of any suits against the District relative to dues deductions, the District shall select the attorney(s).

SECTION 4. ASSOCIATION LEAVE

Guaranteed leave: Twenty (20) days of professional leave shall be provided for Association business. This applies to members of the Association for meetings or conferences, or negotiations when mutually agreed to, or other Association business. The twenty (20) days shall be provided for the total staff and this provision shall not be interpreted to mean that the twenty (20) days leave may apply to each Association officer or staff member.

Requests for leave shall be submitted in writing by the President or Executive Secretary to the Superintendent at least two (2) work days before the leave is to take effect, unless an emergency situation exists. The reason for the leave is to be clearly stated.

The Superintendent shall acknowledge receipt of the request to the President, the principal and the employee taking such leave. The principal shall be responsible for securing a substitute when necessary and the cost of the substitute shall be paid by the Association. Upon return from leave, the employee shall complete the proper leave form as provided by the District.

Discretionary leave: In the event an Association member is elected or appointed to a regional, state or national office in the Association, the District may, at the Superintendent's discretion and determination a satisfactory substitute is available, grant that person up to 100% Association leave, exclusive of guaranteed Association leave. The State, regional or national Association shall pay any costs incurred by the District, including the employee's salary/benefits and any incurred business office expenses.

Upon return, the employee shall be returned to his/her former position if available, or if not available, to at least a substantially equivalent position with at least equivalent compensation. He/she shall retain and accrue all seniority, continuing contract rights, benefits and increment credit.

SECTION 5. AGREEMENT ADMINISTRATION/INTERPRETATION

Upon request by either party, the Association officials and District administrators shall meet to discuss school problems relating to interpretation or compliance with this Collective Bargaining Agreement. When a request is made, the meeting shall be held within three (3) working days.

Nothing in this Agreement shall prohibit any employee from appearing on his/her own behalf on employment-related matters with the District.

SECTION 6. NO STRIKE/NO LOCKOUT

During the duration of this agreement, the Association and its members shall not take part in any strike or work stoppage, and the District shall not initiate a lockout of its employees.

ARTICLE III

PERSONNEL

SECTION 1. RESPECT FOR EMPLOYEES – WORK ENVIRONMENT

The parties agree that all personnel shall be treated with dignity and respect in the workplace. The relationship between administrators and employees shall be professional in all aspects of the workplace.

An updated copy of the Board policies and any applicable rules or procedures are available on the Selah School District website.

SECTION 2. HIRING PRACTICES

- A. The Board shall in all instances hire employees who are properly credentialed in accordance with applicable state laws, Washington Administrative Code and by such other requirements as specified by the Office of the State Superintendent of Public Instruction. Classified personnel shall not regularly be assigned to perform work in the instructional setting (classroom) which will substitute or replace a teacher in his/her assignment or employment.

All employees shall be placed on the annual salary schedule in accordance with the criteria for salary schedule placement as contained in the Agreement (refer to Article VIII, Section 1.).

- B. The District will advertise any extra-duty position in writing to the employees before offering the position to anyone outside the bargaining unit. Supplemental contracts will be issued and signed prior to starting the extra-duty assignment.
- C. In the process of hiring new teachers and/or aides, employees will participate in the interview process and provide input to the administrator responsible for recommending the selection to the Superintendent and the Board of Directors. These employees shall be from the building, team, grade group or department for which the candidate is being interviewed.

SECTION 3. NONDISCRIMINATION

The District hereby agrees that employees shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other activities for mutual aid and protection. The District undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Washington or the Constitutions of Washington and

the United States; that it will not discriminate against any employee with respect to hour, wages or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the District, or his/her institution of any grievance, complaint or proceeding under this Agreement.

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

The employees shall be entitled to full rights of citizenship.

The provisions of this Agreement shall be applied without regard to domicile, race, creed, religion, color, national origin, gender, age, marital status, the presence of any disability, gender identity, sexual orientation, families with children, except as required in accordance with this Agreement or as otherwise provided by law.

SECTION 4. EMPLOYEE CONTRACTS

All individual employee personal service contracts shall be subject to and consistent with Washington State Law and the terms and conditions of this Agreement. If any individual employee personal service contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

Individual contracts for employees of the District shall not be issued before May 15 and shall be returned by June 1. Two (2) copies of the contract shall be given to the employee each year for signature. After signing one copy, it is forwarded to the District Office to be approved by the Board. This copy is then placed on file in the Superintendent's Office. Any extension of contracted days shall be computed on the basis of full per diem of that individual's contracted rate of pay. There shall be a supplemental employee contract for specified co-curricular and special assignments which shall not exceed one (1) year and shall be in accordance with statutory provisions. (Refer to Article VIII, Section 4 and Appendix C).

The District shall advise employees in writing not later than the last day of school if the individual's supplemental contract is not renewed for the coming year; provided, however, funds are available. Such non-renewals shall not be made in an arbitrary or capricious manner and without an opportunity to remediate noted deficiencies. The District shall state the probable cause or causes in writing to the employee. Supplemental contracts are not subject to continuing contract provisions as per RCW 28A.405.240.

Supplemental contracts subject to above notification are co-curricular contracts and supplemental contracts for counselors and vocational teachers. All other supplemental contracts shall include language which indicates that the contract is a one-time supplemental contract.

SECTION 5. DUE PROCESS

No employee shall be disciplined without just and sufficient cause. Just and sufficient cause includes the concept of a fair investigation. Refer to Appendix E.

The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing, unless the employee specifically requests the Association not be informed.

When an employee is questioned by a supervisor for the purpose of seeking information which may be used as the basis for verbal or written reprimand, suspension, discharge or non-renewal, the employee shall be advised he/she is entitled to request and have an Association or legal representative present at any meeting relating to such discipline.

An employee shall be entitled to have present Association representation during any formal disciplinary action. If representation exceeds two (2) for either party, it will be with mutual agreement. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Association is present. Further, in the event disciplinary action is to be taken, the employee shall be advised of the right to representation under this provision of the Agreement prior to the action being taken. All discipline will be in private.

The District agrees to follow a policy of progressive discipline which minimally includes verbal warning, written reprimand, suspension with or without pay, with non-renewal or discharge as a final and last resort. However, any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates said action.

Any complaint made against an employee not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee.

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

SECTION 6. PERSONNEL FILE

Each employee's personnel file shall contain the following minimum items of information: All employee evaluation reports, copies of annual contracts, teaching certificate, a transcript of academic records, and immunization records or waiver.

Employees or former employees shall, upon request and in the presence of a District representative, have the right to inspect all contents of their complete personnel file kept within the District. Upon written request of the employee, a copy of any documents contained therein shall be provided to the employee. Anyone, at the employee's request, may be present in this review.

No secret, alternate or other personnel file shall be kept anywhere in the District. However, an evaluator's unofficial working file, including classroom observations, notes and other pertinent data may be kept during the school year to facilitate employee evaluation. The evaluator's working file used during the school year shall be given to the employee at the time of the annual evaluation.

An employee wishing to review the contents of their evaluator's working file may request an appointment to meet with the evaluator for that purpose. An appointment will be scheduled within forty-eight (48) hours, exclusive of the evaluator's absence from the building, for the employee and evaluator to review the working file. Upon request, an employee will be given a copy of any documents contained in the working file.

A separate file for processed grievances, if any, shall be kept apart from the employee's personnel file.

Any derogatory material not shown to any employee within ten (10) days after receipt or composition shall not be allowed as evidence in any grievance or in any disciplinary action against such employee. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the personnel file without the employee's knowledge and opportunity to attach his/her own comments.

Upon request by the employee, the Superintendent or official designee shall sign to verify contents.

Derogatory material shall be removed at the end of three (3) years at the request of the employee; provided no further discipline for incidents of a similar nature has occurred.

If a public records request is made to the District for any files of a then-current employee, the District will notify the employee prior to releasing any personally identifiable documents and will provide a reasonable period of time for the affected employee(s) to obtain an injunction against the release.

SECTION 7. EMPLOYEE PROTECTION

- A. The District shall provide employees with insurance protection covering those employees while directly engaged in the maintenance of order and discipline and the protection of school personnel and students and the property necessary for the performance of duties thereof. Such insurance protection, to a minimum coverage of \$500,000, must include liability insurance covering injury to persons and property incurred while directly engaged in any supervisory capacity as designated by the District or its representative. The limit of liability provided under this policy for the employee's personal property is \$500 per employee for each claim.
- B. Any claim of assault upon an employee shall be reported to the principal or Superintendent as soon as possible.
- C. Complaint Procedure: Refer to Selah School District Board Policies 4220 and 4220P which outline procedures followed for dealing with complaints about staff.
- D. When an employee or employee's family member is threatened with harm or physically assaulted in the performance of his/her professional duties or a school related event performing in an official capacity, the District shall notify the appropriate law enforcement authorities in order to cause such activity to cease.
- E. Threats of injury or death to employees, including cyber-threats, will be investigated. An employee who is threatened by any person or group while carrying out assigned duties will immediately notify his/her supervisor, or be notified by the supervisor in the event the employee is not already aware of the situation. The supervisor will notify the Superintendent. The employee or supervisor will have the option of notifying the police.
- F. If necessary, the District and/or Association will notify law enforcement agencies regarding any such activities perpetrated against an employee and seek enforcement of pertinent laws and all pertinent provisions of the WAC Codes and RCWs.
- G. Any reported incident involving harassment and/or bullying of an employee by parents, students, administrators or other non-bargaining unit employees, including cyber-incidents, will be promptly investigated by the District. Employees are encouraged to file a complaint with the District and provide a copy to the Association. The District will take

appropriate action against perpetrators and report findings and actions to the impacted employee and the Association.

- H. The District will investigate reports of a District student performing cyber-bullying, derogatory web postings and video, harassment via e-mail, fraudulent personal websites or postings, false electronic text messaging, or other technology misconduct that threatens an employee's safety and/or professional reputation when the student is using District technology.
- I. The District will support any employee in enforcing a restraining order if they are verbally or physically abused by students, parents and/or members of the public while he or she is performing duties for the District.
- J. An employee shall be provided Right Response training, or a comparable training for dealing with student behaviors, upon request when a student exhibiting behavioral issues is assigned to their classroom/teaching schedule.

SECTION 8. DEFINITIONS AND GENERAL VACANCY/HIRING PROVISIONS

Definitions:

Assignment – An individual's current job placement, except for itinerant staff, which specifies the worksite, grade level and/or subject.

Reassignment – A change in an individual's current job placement, in the same worksite, which specifies grade level and/or subject.

Voluntary Transfer – A staff initiated change in worksites which may include grade level, and/or subject.

Involuntary Transfer – An administrative initiated change in worksites which may include grade level, and/or subject.

Qualifications – A person will be considered qualified if by experience, certificate, credentials, and/or characteristics, s/he be compatible with the posted criteria for the position.

Vacancy – An unfilled existing position or newly created position which the District intends to fill to which no employee has been assigned.

Worksite – The building in which the employee works.

Seniority – For the purposes of this Section shall mean Selah in-district certificated experience.

Itinerant – Special programs certificated staff members: psychologists, speech and language pathologists, physical therapists, and occupational therapists, can be reassigned annually between worksites based on student needs and caseloads.

Opportunities – Positions that are created based on staffing needs determined by the building principal where current staffing allocations are being shifted to another grade level or academic subject.

A. General Provisions

1. To ensure that employees are working within their areas of competence to teach students, employees will not be assigned to subjects, grades, and/or other classes outside their certification and/or major/minor fields of study or qualification in specialty areas. All assignments will be made in accordance with federal, state and local guidelines.
2. In order to allow for proper teacher planning, employees will be notified in writing not later than June 1 of any administrator initiated changes (assignments, reassignments, involuntary transfers) in their programs, curriculums, and/or schedules for the upcoming school year. If changing circumstances require a change in assignment subsequent to June 1, the District will notify the employee of the change as soon as possible.
3. The projected district enrollment will be presented to the board by April 1.
4. Enrollment figures will be presented to the staff at a building meeting on the first staff meeting following the board presentation.
5. All postings will clearly display all qualifications necessary and/or desired for each position and any additional duties. The District will recommend hiring the employee/applicant judged by the District to be the best qualified for the position on the basis of their personnel file/application information, interview, and evaluations/reference checks. In the event that more than one employee/applicant is judged equally qualified, the employee/applicant with the greatest in-district seniority will be recommended for the position.
6. The District will post vacancies as soon as they become vacant or at the start of the District's recruitment period, which is typically during March of any given year. During the school year, postings will be made available to employees prior to any out-of-district posting unless there are no qualified applicants on staff for the position to be posted. The qualifications for the position and additional duties will be clearly documented on the publication.

The building principal shall form an interview committee consisting of at least two (2) certificated staff at the grade level and/or in the subject area of the open position, and at least one (1) administrator (principal, assistant principal, or appropriate administrator). If a grade level or subject area staff member is not available to serve on the team, another certificated staff member will be included on the committee. If the opening is for a specialist position and there are no other employees in the building with this assignment, the interview committee may include a staff person from another building to add expertise to the committee.

B. Involuntary Transfers

1. The District will limit the number of involuntary transfers to two (2) per year. If more than two are needed, a representative from the District and Selah Education Association Executive Secretary will meet to discuss the need for the expected increase in the total number of involuntary transfers. Except for the case of reduction of force, both parties must reach an agreement before the transfer(s) are made.

2. At least ten (10) school days prior to the involuntary transfer, the District will notify in writing and/or by personal conference, the employee being involuntarily transferred. A copy of the written notice will be provided to the Selah Education Association Executive Secretary. The notice shall include the reasons as to why the employee is being transferred.
3. An involuntary transfer will be made only in cases to prevent disruption to the instructional program that is currently being offered.
4. An employee who is involuntarily transferred will have a choice of either two (2) days of release time (during the school year in which the transfer is effective) in which the District will pay a substitute to take over the employee's tasks while preparations are made for the change in assignment. Or instead, the employee may choose to have two (2) paid days at per diem rate to be paid by the District for necessary arrangements.

C. Vacancies

1. Principals will notify the Assistant Superintendent and personnel office of any vacancies to be filled. The personnel office will notify all personnel of any staffing opportunities/vacancies.
2. The District will follow all provisions and sequences for filling vacancies, transfers, involuntary transfers, assignments and reassignments as outlined in Article III Sections 8 and 9 of the Agreement.
3. Prior to the announcement of the hiring of any new employee for any position, all those qualified employees who have indicated an interest using the on-line application system, shall be interviewed by a formal interview committee (Section 8.A.6 above), considered for the position, and informed of the decision along with the reasons for same.
4. Personnel who desire a change in building, grade or assignment, may request a change by responding to an administrator e-mail announcing an opportunity, and/or on-line via the on-line application system.
5. Prior to the announcement of the final decision, the Superintendent or designee will notify all candidates in writing and/or personal conference of the outcome of their interview with reasons as to why they were not chosen.
6. All vacancies will be filled on the basis of the qualifications for the position.
7. For vacancies to be filled during the summer, in order to maintain full, certified positions, an exception may be made to the procedures specified herein. If timelines for vacancies become impossible to fulfill, the building principal may petition the Selah Education Association to lessen the timelines of the postings. The principal must give reasons for the request in writing to the Selah Education Association Executive Secretary, who may approve the petition.

SECTION 9: STAFFING -- PART A

Sequence followed for filling positions during the school year.

A. Building assignment/reassignment

1. Building principals will discuss staffing moves (assignments, reassignments, voluntary transfers, involuntary transfers) that are being contemplated as a result of enrollment shifts, enrollment reductions and/or program changes with their staff at least ten (10) school days in advance of any action to implement such change. The principal will meet with the individual employee(s) affected by any possible assignment/reassignment within the ten (10) day limit. If an employee has been reassigned the previous year, that employee will be given the first opportunity to be reassigned back to their previous position, if it becomes available.
2. The principal will inform all staff through e-mail of possible staffing opportunities in-building, and allow three (3) days for response.
3. Following the notice, the principal will meet with all personnel who are interested. Reassignments may then be made. Employee requests for reassignment shall not be denied on the basis that the employee's current position may not be able to be filled, provided, however, that the principal retains the right to return the reassigned employee to his or her prior position in the event that position is not filled by August 1 before the start of the school year.

B. Filling of vacancies for employees returning from involuntary transfer

Following the first year of involuntary transfer, the principal will notify and give priority to the employee if their previous or similar position becomes vacant.

C. Filling of vacancies for employees returning from leave

If more than one position is vacant throughout the District, a choice is given to the employee to apply for those open positions for which they are qualified.

D. Filling of vacancies through in-district postings

1. After in-building assignments/reassignments are complete, postings will be made in-district for five (5) school days or until the last day of the current school year if within five (5) school days of the last day.
2. Employees who are interested in a voluntary transfer must transfer via the on-line application system prior to the end of the posting period specified above. Voluntary transfer requests shall not be denied on the basis that the employee's current position may not be able to be filled, provided, however, that notwithstanding the limitations on involuntary transfer contained in Section 8.B, the District retains the right to return the transferred employee to his or her prior position in the event that position is not filled by August 1 before the start of the school year.
3. The building principal will convene a formal interview committee (Section 8.A.6. above) to consider all requests. All qualified applicants will be given an interview with the aforementioned committee.
4. All affected employees will be notified of the decision within five (5) school days of the decision. The principal will attempt to make all notifications in person.

E. Filling of vacancies through out-of-district postings

1. If the in-district postings have not produced interest from qualified in-district personnel, postings will be made out of district for at least ten (10) school days or until filled.
2. Any current employee who has applied for any position will be personally notified if their application has been denied, along with reasons for denial, prior to the consideration of any out-of-district posting.
3. If a position that was filled by an out-of-district candidate becomes open again within thirty (30) days of the original posting, the District may re-post the position simultaneously in-District and outside the District. If an in-District employee applies, the District will follow the process in Section 9.D above.

SECTION 9: STAFFING -- PART B

Sequence followed for filling positions during the summer.

A. Filling of vacancies for employees returning from involuntary transfer

Following the first year of involuntary transfer, the principal will notify and give priority to the employee if the employee's previous position becomes vacant.

B. Filling of vacancies through simultaneous in-district/out-of-district postings

1. Postings will be made in-district and out-of-district for at least ten (10) business days.
2. Employees who are interested in a voluntary transfer must request a change using the on-line application system prior to the end of the posting period specified above. Voluntary transfer requests shall not be denied on the basis that the employee's current position may not be able to be filled, provided, however, that notwithstanding the limitations on involuntary transfer contained in Section 8.B, the District retains the right to return the transferred employee to his or her prior position in the event that position is not filled by August 1 before the start of the school year.
3. The building principal will convene a formal interview committee (Section 8.A.6. above), to consider all requests. All qualified applicants will be given an interview with the aforementioned committee.
4. All affected employees will be notified of the decision within five (5) business days of the decision. The principal will attempt to make all notifications in person.

Employee Transition – District Initiated Change of Room or Building/Worksite

1. When employees are moved due to a building closure, the opening of a new building, or involuntary room or worksite change, the District will provide physical assistance and transportation for instructional supplies, materials, and equipment for the affected employee(s).
2. If the District requires an employee to make an involuntary room or building/worksite change, such employee will receive one (1) day of pay at the per diem rate for an in-building move and two (2) days of pay at the per diem rate for a building change.

SECTION 10. SUBSTITUTE/TEMPORARY EMPLOYEES

Substitute employees shall be those employees who are temporarily employed for a variable period of time without tenure, seniority, future employment preference, or any other rights not delineated within this section. The period of employment may vary from a partial day to an indefinite period to substitute for one or several contracted employees. Substitute employees must hold and provide a copy of appropriate Washington State Teacher Certification and meet all other District and State requirements prior to being employed by the District.

Substitute employees shall be compensated at the annually agreed upon substitute rate, approved by the Board, for each a) nonconsecutive full day, and b) up to twenty (20) continuous days in the same assignment. Beginning the twenty-first (21st) day in the same assignment, the substitute employee shall be placed on the negotiated salary schedule at the appropriate placement.

Temporary employees shall be those employees who are employed for a predetermined specified period of time to replace a contracted employee on an extended leave of absence without tenure, seniority, future employment preference, or any other rights not specifically delineated within this section of the collectively bargained agreement. The temporary employment would be for an extended period of time, generally ninety (90) days or more. Temporary employees must hold and provide a copy of appropriate Washington State Teacher Certification and meet all other District and State requirements prior to being employed by the District.

Temporary employees shall be responsible for all aspects of the planning, conferencing, student progress, etc. which would be expected of the contracted employee on leave from the position. The temporary employee will be placed at the appropriate placement on the negotiated salary schedule, determined by documented experience and education.

SECTION 11. STUDENT SUPERVISION

Certificated staff will not be required to provide student supervision for recess duty or cafeteria duty beginning with the 2019-20 school year.

ARTICLE IV

EVALUATION

This Article of the Agreement provides for two evaluation processes, one applicable to "classroom teachers," as defined in Section 2.1 below (Section 3), and one applicable to all other employees as defined in Section 2.2 below (Section 4).

The purpose of evaluation is to encourage improvements in teaching and learning and provide support for professional growth through the use of measurable objective performance standards and authentic assessment processes. The evaluation process is intended to be clear, respectful, meaningful, helpful, and emphasize positive interaction between the evaluator and the person being evaluated.

The parties agree that the following evaluation system for all employees in the bargaining unit is to be implemented in a manner consistent with good faith and mutual respect, and, as defined in RCW 28A.405.110:

- (1) An evaluation system must be meaningful, helpful, and objective;
- (2) An evaluation system must encourage improvements in teaching skill, 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.

Additionally, the parties agree that the evaluation process is one which will be implemented with collaboration between the evaluator and the bargaining unit member, as described in WAC 392-191-025:

- (1) To identify in consultation with classroom teachers and certificated support personnel observed, particular areas in which their professional performance is satisfactory or outstanding, and particular areas in which the classroom teacher or support person needs to improve his/her performance.”

SECTION 1. RESPONSIBILITY FOR EVALUATION

EVALUATOR QUALIFICATIONS:

All assigned evaluators shall receive annual training in the evaluation processes they will be assigned to conduct that are contained in Article IV of the Agreement and related appendices. The District shall, upon written request, provide the Association, within ten (10) days, the dates and a summary of the content of the most recent training that each evaluator has completed. No teacher shall be evaluated by an evaluator who has not received training in observation, evaluation, the appropriate forms for each process, and the instructional framework and rubrics contained in this Agreement and any relevant state requirements.

- A. **General.** Classroom teachers and support personnel shall be evaluated during each school year in accordance with the procedures and criteria set forth in this Article and statute. Each employee by September 15, or within fifteen (15) days of employment, whichever is later, shall be given a copy of the evaluation criteria, procedures, and any relevant forms and information appropriate to the teacher's position and track in the evaluation cycle.
- B. **Responsibility for Evaluation.** Within each school the principal or administrative/supervisory designee shall be responsible for the evaluation of employees assigned to that school. An employee assigned to two or more schools shall be evaluated in all schools by one designated evaluator. The administrative organization plan of the School District shall be used to determine lines of responsibility for any employee who is not regularly assigned to any school.
- C. No audio or video recording or transmission device may be used without the written consent of the employee. Any permanent record made from any such approved device will become the personal property of the employee.

SECTION 2. APPLICABILITY FOR EVALUATION PROCESSES

The evaluation processes to be utilized for employees shall be as follows:

1. **Classroom Teacher Evaluation Process (Article IV, Section 3)**

This employee group includes specifically those certificated staff with an assigned group of students for whom they provide academically focused instruction and hold one or more certificates as provided for under WAC 181-79A-140(1) through (3) and (6)(a) through (e) and (g). (Refer to Memorandum Agreement for Transition to the Classroom Teacher Evaluation Process).

The term “classroom teachers” does not include certificated staff who are defined in Section 2.2 below. In addition, employees who are substitute teachers and/or who are hired to replace certificated employees who have been granted sabbatical, regular, or other leave by the District pursuant to RCW 28A.405.900 shall not be considered classroom teachers subject to the Classroom Teacher evaluation process.

2. **Non-Classroom Teacher Evaluation Process (Section Article IV, Section 4):**

This employee group includes Educational Staff Associates (e.g., Speech Language Pathologists, Psychologists, Counselors), secondary librarians, teacher on special assignment, instructional coaches, curriculum specialists, and other bargaining unit members who do not meet the definition of “classroom teacher” in Section 2.1 above.

SECTION 3. CLASSROOM TEACHER EVALUATION PROCESS

This process applies to Classroom Teachers as defined in Section 2.1 above. The forms to be used in this process are contained in Section 3.C website below-[LINK](#)/Evaluation templates-[LINK](#). Alternatively, for the Comprehensive Evaluation process only, in lieu of these hard copy forms, the Homeroom electronic Teacher Observation/Evaluation Tool may be utilized, which shall contain only the content and language from Section 3.C website below-[LINK](#)/Evaluation templates-[LINK](#). The process set forth in Article IV Section 3 shall be followed regardless of whether the hard copy forms or Homeroom electronic tool is utilized. Submission of artifacts and evidence may be made via hard copy and/or electronic copy, at the option of the employee.

1. **PROFESSIONAL DEVELOPMENT**

Prior to being evaluated under Article IV, each teacher shall receive professional development to comprehend the framework and understand the evaluation process. All funding provided by the state specific to the purpose of professional development for evaluation shall be used for that purpose. Teachers who have transitioned to the Classroom Teacher Evaluation Process shall receive, on a one-time basis, an additional District-directed optional day which may be provided in hourly increments, under Article VIII, Section 4 of the Agreement for the purpose of professional development training related to the evaluation process.

2. **DEFINITIONS, STATE CRITERIA, FRAMEWORK AND SCORING**

A. **Definitions**

1. **Criteria** shall mean one of the eight (8) state defined categories to be scored.
2. **Component** shall mean a sub-section of each criterion.
3. **Evaluator** shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework. The evaluator shall assist the teacher by providing support and resources.
4. **Evidence** shall mean observed practice, products, or results of a certificated classroom teacher’s work that demonstrates knowledge and skills of the educator with respect to the four-level rating system.

5. **Artifacts** shall mean a type of evidence in the form of any products generated, developed or used by a certificated teacher or identified by the evaluator. Artifacts should not be created specifically for the evaluation system, although tools or forms used in the evaluation process may be considered as artifacts.
6. **Not Satisfactory**, in the context of evaluation ratings triggering probation (refer to subsection 8. Probation, A.) shall mean:
 - Level 1: Unsatisfactory – Receiving a summative evaluation score of 1.
 - Level 2: Basic – If the classroom teacher is on a continuing contract with more than five years of teaching experience and if a summative evaluation score of 2 has been received two years in a row or two years within a consecutive three-year period.
7. **Student Growth** shall mean the change in student achievement between two points in time within the current school year. Student growth data means relevant multiple measures that can include classroom-based, school-based and school district-based and state-based tools. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
8. **Observe/Observation** shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time in relation to the negotiated instructional framework.

B. State Evaluation Criteria

The evaluation criteria in relation to which the teacher's performance is to be evaluated are those specified in RCW 28A.405.100(2)(b):

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 data elements to modify instruction and improve student learning;
7. Communicating and collaborating with parents and the school community; and
8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.

C. Instructional Framework

Classroom teachers shall be evaluated using the Danielson Framework for Teaching as modified and approved by the Office of the Superintendent of Public Instruction (OSPI) as posted on the OSPI website. A summary of the instructional framework as adopted is available at the following link:

[Charlotte Danielson's Framework for Teaching | OSPI\(www.k12.wa.us\)](https://www.k12.wa.us/educator-support/teacherprincipal-evaluation-program/frameworks-and-rubrics/charlotte-danielson%E2%80%99s-framework-teaching)

<https://www.k12.wa.us/educator-support/teacherprincipal-evaluation-program/frameworks-and-rubrics/charlotte-danielson%E2%80%99s-framework-teaching>

[Evaluation Templates](#)

<https://selah.schooldata.net/V2/evaluations/#/>

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

Proposed pilot for new student growth goals to receive grant funding:

2022-2023: New hires pilot the new revised student growth goal rubrics as adopted by [Bulletin 035-22 \(www.k12.wa.us\)](#).

2023-2024: New hires and all staff scheduled for comprehensive evaluation transition to revised growth goals.

2024-2025: All staff transitioned to revised growth goals.

D. Criterion Performance Scoring

1. A four-level rating system will be used. The summative performance ratings shall be as follows:
 - a. Level 1 – Unsatisfactory
 - b. Level 2 – Basic
 - c. Level 3 – Proficient
 - d. Level 4 – Distinguished

In the event state law amends/revises these ratings, the revised ratings shall be utilized by the District.

2. The final criterion score shall be determined by the Overall Rating Range as set forth in Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#).
3. A teacher receiving a comprehensive summative evaluation shall receive one of the four summative performance ratings for each of the criteria in 2.B. above. For a teacher receiving a focused evaluation the summative score is determined using the most recent Comprehensive summative evaluation score. This score becomes the Focused Summative Evaluation score for any of the subsequent years in which the certificated classroom teacher is placed on a focused evaluation. Whether the teacher is receiving a comprehensive summative evaluation or a focused evaluation, the evaluator must then assign a comprehensive summative evaluation performance rating, which shall be the teacher’s comprehensive summative evaluation performance rating.

E. Summative Performance Rating

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

1. 8-14 – Unsatisfactory
2. 15-21 – Basic
3. 22-28 – Proficient
4. 29-32 – Distinguished

F. Student Growth Score

1. 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. Evaluators add up the raw score on these components and the employee is given a score of low, average or high based on the scores below:
 - a. 5-12 – Low
 - b. 13-17 – Average
 - c. 18-20 – High
2. Student growth data will be taken from multiple sources during the school year in which the evaluation is being conducted, and must be appropriate and relevant to the teacher's assignment. It will include teacher initiated formal and/or informal assessments of student progress. Student achievement that is not calibrated to show growth between two points in time in the same school year shall not be used to calculate a teacher's student growth score. Evaluators shall not use school-wide or District-wide test scores when assessing a teacher's achievement of student growth goals.
3. The evaluator's determination of proficiency level ratings must be based on multiple measures determined in collaboration with the teacher that may include classroom-based, school-based, district-based and state-based tools. Student growth data elements may include the teacher's performance as a member of a grade-level, subject matter, or other instructional team within a school when the use of this data is relevant and appropriate. Student growth data elements may also include the teacher's performance as a member of the overall instructional team of a school when use of this data is relevant and appropriate.
4. If a teacher receives a preliminary summative evaluation rating of Distinguished – 4 and a Low student growth score, they must be automatically moved to the Proficient – 3 for their summative score. If a teacher receives a Low Student Growth Score on any of the five student growth components, it will trigger the student growth inquiry plan. Within two (2) months of receiving the Low student growth score or at the beginning of the following school year, whichever is later, one or more of the following must be initiated by evaluator in collaboration with the teacher:
 - a. Examine student growth data in conjunction with other evidence including observation, artifacts, and other student and teacher information based on appropriate classroom, school, district, and state-based tools and practices; and/or
 - b. Examine extenuating circumstances which may include one or more of the following: goal setting process; content and expectations; student attendance; extent to which curriculum, standards, and assessments are aligned; and/or
 - c. Schedule monthly conferences focused on improving student growth to include one or more of the following topics: student growth goal revisions, refinement, and progress; best practices related to instructional areas in need of attention; best practices related to student growth data collection and interpretations; and/or
 - d. Create and implement a professional development plan to address student growth areas.

3. PROCEDURAL COMPONENTS OF EVALUATION

A. Notification

The teacher will be notified by September 15 of each year of their evaluator and whether the teacher will be evaluated using a comprehensive or focused evaluation.

B. Student Growth Goal Setting

After September 15, the teacher and his/her evaluator shall determine a student growth goal for Components SG-3.1, SG-6.1 and SG-8.1 on a Goal Setting form. The goal for SG-6.1 and SG-8.1 may be the same goal Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#). Unless previously established, student growth goal-setting will be discussed at the pre-observation conference preceding the first required formal observation.

C. Artifacts and Evidence

1. The teacher and evaluator will collect and share artifacts and evidence necessary to complete the evaluation.
2. The teacher may provide additional artifacts and evidence to aid in the assessment of the teacher's professional performance against the instructional framework rubric, especially for those criteria not observed in the classroom. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score, provided it is submitted prior to or during the Pre-Summative Evaluation Conference (Article IV, Section 3.4.G).
3. The teacher is encouraged to actively participate in the evaluation process through presentation of potential evidence of proficiency throughout the year. A teacher may, but shall not be required to, submit artifacts and evidence for completion of the evaluation.
4. Input from students, parents, or any other source may be used as evidence if it is mutually agreed to by evaluator and the teacher. Information from such sources may also lead to evaluator follow-up with the teacher. The original information will not be included on the form; however, it can provide a basis for judgments made by the evaluator.

D. Record-Keeping

The District shall adhere to the following:

1. A copy of the final evaluation report, teacher's written comments, if applicable, shall be included in the teacher's personnel file.
2. Teachers may submit artifacts and evidence in a variety of media.

E. Alternative Evaluator

A teacher may request to be assigned an alternative evaluator and the Superintendent will consider and decide such requests. Requests must be submitted to the Superintendent in writing by October 1.

4. COMPREHENSIVE EVALUATION PROCESS

A Comprehensive Evaluation will include evaluation of all eight state criteria. A teacher otherwise eligible for a focused evaluation must complete a comprehensive evaluation once every six (6) years. Provisional teachers shall be evaluated using the comprehensive process during each year of their provisional status. Any teacher who received a comprehensive summative performance rating of Unsatisfactory – 1 or Basic

– 2 in the previous school year shall be evaluated on the Comprehensive process during the ensuing school year.

A. Pre-Observation Conference:

The pre-observation conference shall be held prior to the first formal observation. Conferences held in the teacher's classroom may facilitate the collection of artifacts and evidence. The teacher and evaluator will mutually agree when and where to conference. The employee will complete the Pre-Observation Conference Form (Appendix A-3) prior to the conference. This form shall be considered by the evaluator as part of the overall evaluation process. The parties agree that use of this form does not limit the ability of the teacher and the evaluator to discuss any other pertinent information or topics at this conference. The purposes of the pre-observation conference are to establish and discuss the employee's goals, establish a date for the formal observation, and to discuss such matters as the professional activities to be observed, their content, objectives, strategies, and possible observable evidence to meet the scoring criteria. Unless previously established, student growth goal-setting will be discussed at the pre-observation conference preceding the first required formal observation.

B. 1st Formal Observation:

1. The first formal observation for each employee shall be conducted within the first ninety (90) days of the school year. The total annual observation time cannot be less than sixty (60) minutes. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his/her duties and the total observation time for the school year shall not be less than ninety (90) minutes. Any required formal observation shall not be less than 30 minutes in length.
2. The observations will occur no later than five (5) days after the pre-observation conference unless otherwise agreed to by the evaluator and the employee or unless the observation is delayed by the employee's absence.
3. Observations will not take place on late start days caused by inclement weather, the day before winter or spring break, on the day following an absence of the employee, unless otherwise agreed to by the employee.
4. Following the observation, the evaluator shall promptly document the results of the observation and provide a copy to the teacher within three (3) days following the observation date and at least one (1) day prior to the post-observation conference.

C. 1st Post-Observation Conference:

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date, unless otherwise mutually agreed to by the evaluator and the employee. Conferences held in the teacher's classroom may facilitate the collection of artifacts and evidence. The teacher and evaluator will mutually agree when and where the conference will be held.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. The employee will complete the Post-Observation Conference Form Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#), prior to the conference. This form shall be considered by the evaluator as part of the overall evaluation process. The parties agree that use of the form does not limit the ability of the teacher and the evaluator to discuss any

other pertinent information or topics at this conference. The teacher shall be entitled to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. The evaluator shall complete the observation report form Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#) during or at the conclusion of the conference and a printed copy shall be provided to the employee. If the employee submits additional artifacts and evidence during the post-observation conference that is included in the observation report, the employee may request an additional hardcopy provided to them within five (5) days following the post-conference. The evaluator may or may not assign numerical ratings to individual components or criteria, based on the evidence collected by the time the report is prepared.

3. If there is an area of concern, the evaluator will identify it, in writing, and provide written suggestions to address the concern.
4. The teacher may attach written comments to the observation report.

D. 2nd Formal Observation:

1. The second required formal observation, or second and third in the case of a third year provisional teacher, will occur no sooner than four (4) weeks after the first formal observation, unless mutually agreed to by the teacher.
2. The observation must be mutually scheduled by the teacher and evaluator for a comprehensive summative evaluation only. Observations will not take place on late start day caused by inclement weather, the day before winter or spring break, on the day following an absence of the employee, unless otherwise agreed to by the employee. If the employee is absent the day before the scheduled observation, the evaluator may conduct the observation on another day with or without mutual scheduling.
3. Following the observation, the evaluator shall promptly document the results of the observation and provide a copy to the teacher within three (3) days following the observation date and at least one (1) day prior to the post-observation conference.
4. The final formal observation shall occur prior to May 1.

E. 2nd Post-Observation Conference:

1. The post-observation conference between the evaluator and teacher will be held no later than five (5) days after the formal observation date, unless otherwise mutually agreed by the evaluator and the teacher. Conferences held in the teacher's classroom may facilitate the collection of artifacts and evidence. The teacher and evaluator will mutually agree when and where the conference will be held.
2. The purpose of the post-observation conference is to review the evaluator's and teacher's evidence related to the scoring criteria during the observation, and to discuss the teacher's performance. At the employee's discretion, the employee and evaluator may also use the Post-Observation Conference Form (Appendix A-4) as a basis for discussion at this conference. The teacher shall be entitled to submit evidence of the teacher's professional performance that the teacher deemed was not observed in the classroom. The evidence provided by the teacher shall be considered in determining the final evaluation score. The evaluator shall complete the observation report form Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#) during or at the conclusion of the conference and a printed copy shall be provided to the employee. If the employee submits additional artifacts and evidence during the post-observation conference that is

included in the observation report, the employee may request an additional hardcopy provided to them within five (5) days following the post-conference. The evaluator may or may not assign numerical ratings to individual components or criteria, based on the evidence collected by the time the report is prepared.

3. If there is an area of concern, the evaluator will identify it, in writing, and provide written suggestions to address the concern.
4. The teacher may attach written comments to the observation report.
5. The required third observation for an employee in the third year of provisional status shall be conducted as noted in D and E above.

F. Additional Observations:

In addition to the required formal observations, additional observations may be conducted for the purpose of gathering artifacts and evidence for the evaluation process. The teacher may request or the evaluator may initiate additional observations. The evaluator shall document these observations on the Classroom Teacher Observation/Evaluation Form Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#) and provide a copy to the employee within five (5) days of the observation. The employee shall be entitled to a post-observation conference with respect to such observations upon request. Conferences held in the teacher's classroom may facilitate the collection of artifacts and evidence. The teacher and evaluator will mutually agree when and where the conference will be held. Such documentation shall be used to support and complete information gathered during the required formal observations.

G. Pre-Summative Evaluation Conference/Evaluation Report:

1. Following the completion of the required formal observations, the evaluator shall provide the teacher with a draft copy of an Observation/Evaluation Report Form Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#) reflecting his/her preliminary ratings for the teacher on all components and criteria being evaluated at least two (2) days prior to a pre-summative evaluation conference. The Pre-summative conference shall be held no later than May 12. Conferences held in the teacher's classroom may facilitate the collection of artifacts and evidence. The teacher and evaluator will mutually agree when and where the conference will be held. The purposes of the pre-summative rating conference are to discuss the following:
 - a. The evaluator's preliminary rating on all components and criteria/criterion; and
 - b. Any additional evidence and artifacts the teacher would like the evaluator to consider before making a final summative rating. Any such additional evidence and artifacts the teacher would like the evaluator to consider shall be presented to the evaluator during or before the conference.
2. With the mutual agreement of the teacher and evaluator, this pre-summative rating conference may be consolidated with a post-observation conference following the final required observation.
3. The final summative score, including the student growth score, must be determined by an analysis of evidence. This analysis will take a holistic assessment of the teacher's performance over the course of the year. The teacher has the right to provide additional evidence for each criterion to be scored, provided such evidence is presented prior to or during the pre-summative evaluation conference. The evidence provided by the teacher shall be considered by the evaluator in determining the final evaluation score. All evidence, measures and observations used in developing the final summative evaluation score must be

a product of the school year in which the evaluation is conducted, except as provided in subsection 8.D. below, in the case of probation extended into the following school year.

4. In the event that the evaluation report is not completed during the pre-summative evaluation conference, the evaluator shall complete the Observation/Evaluation Report Form Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#) and provide a copy to the employee within three (3) days. The final evaluation report and conference shall be completed by May 15.
5. Nothing prohibits an evaluator from evaluating all teachers as Distinguished – 4 within a school year.
6. The teacher will sign two (2) copies of the Final Summative Evaluation Report from Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#). Each teacher shall sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not, however, necessarily imply that the employee agrees with its contents. The teacher may attach any written comments to observations and to the final annual evaluation report as well.

5. **FOCUSED EVALUATION**

In the years when a comprehensive summative evaluation is not required, teachers who received a comprehensive summative evaluation performance rating of Proficient – 3 or above in the previous school year are required to complete a focused evaluation (Appendices A-5 and A-6). An employee may remain on the focused process for five (5) years.

The District and the Association agree that it is not desirable for a teacher to be placed on probation from a Focused Evaluation Process. A teacher may be transferred from a focused to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator. A request or decision to transfer a teacher from a focused to a comprehensive summative evaluation must be communicated, in writing, between the evaluator and the teacher on or before October 31, unless a later date is mutually agreed to by the evaluator and the teacher.

- A. The criterion area to be evaluated shall be proposed by the teacher prior to, or at the first pre-observation conference, plus professional growth activities specifically linked to the selected criterion. It must be approved by the evaluator and it may have been identified in a previous comprehensive summative evaluation as benefitting from additional attention. Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#).
- B. If the employee chooses criterion 1, 2, 4, 5, or 7, he/she must also complete the student growth components in criterion 3 or 6.
- C. If the criterion selected for a focused evaluation has been determined to be non-observable, a classroom based observation will not be required.
- D. Timelines for observations and conferences for the focused evaluation shall follow the process set forth in subsection 3.3, Procedural Components of Evaluation, and subsection 3.4, Comprehensive Evaluation Process, above. Employees on the focused evaluation will be observed at least twice each year for a minimum of sixty (60) minutes in the performance of their assigned duties. As appropriate, the evaluation of the teacher may include the observation of duties that occur outside the classroom setting during the teacher's workday. A pre-conference will be held prior to the first observation and post-conferences will be held after each observation.
- E. The summative score is determined using the most recent Comprehensive summative evaluation score. This score becomes the Focused Summative Evaluation

score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 – Distinguished score may be awarded by the evaluator. (refer to Appendix A-6 Focused Evaluation Final Summative Evaluation Report)

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

6. **SUPPORT FOR BASIC AND UNSATISFACTORY PERFORMANCE**

- A. The Association Executive Secretary will be notified when any teacher is judged below Proficient – 3 on their final evaluation within ten (10) school days.
- B. In such cases that a teacher with more than five (5) years of experience receives a summative evaluation score below Proficient - 3, the teacher must be formally observed before October 15 the following year. If the 1st Formal Observation in that following year results in ongoing and specific performance concerns, a written support plan of professional growth will be mutually developed by the evaluator and teacher and the Association Executive Secretary.

7. **PROVISIONAL EMPLOYEES**

- A. A second year Provisional teacher who receives a summative rating of Proficient – 3 or Distinguished – 4 may be granted continuing contract status for the subsequent school year at the discretion of the Superintendent.
- B. When there is concern about progress of a provisional employee as documented on an observation report form, the evaluator shall provide a written support plan of professional growth which shall be documented on the Observation/Evaluation Report Form Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#). The evaluator shall work with the employee to develop satisfactory performance without the formal structure of probation. In the event the evaluator determines that the performance of the employee is unsatisfactory, the evaluator shall report the same in writing to the Superintendent and the Association Executive Secretary. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

8. **PROBATION**

At any time after October 15, a non-provisional teacher whose work is judged not satisfactory based on their final summative evaluation report shall be placed on probation and notified in writing of the specific areas of deficiencies and provided a written reasonable plan of improvement.

- A. The following comprehensive summative evaluation performance ratings mean a classroom teacher's work is judged not satisfactory:
 - 1. Level 1 – Unsatisfactory; or
 - 2. Level 2 – Basic if the teacher is a continuing contract employee under RCW 28A.405.210 with more than five (5) years of teaching experience and if the Basic – 2 comprehensive summative evaluation performance rating has been received for two (2) consecutive years for two (2) years within a consecutive three (3) year time period.
- B. Teachers on continuing contracts who have been assigned to teach outside of their endorsements shall not be subject to non-renewal or probation based on evaluations

of their teaching effectiveness in the out-of-endorsement assignments in accordance with WAC 181-82-110.

C. In the event that an evaluator determines that the performance of a teacher under his/her supervision merits probation, the evaluator shall report the same in writing to the Superintendent. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions of Article IV Section 3; and
2. A recommended specific and reasonable program designed to assist the teacher in improving his/her performance.

D. The Superintendent shall place the teacher in a probationary status for a period of sixty (60) school days, any time after October 15. Days may be added if deemed necessary to complete a program for improvement and evaluate the teacher's performance as long as the probationary period is concluded before May 15 of the same school year. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is Unsatisfactory – 1. At this time, the Association and the teacher shall be given notice of action of the Superintendent which notice shall contain the following information:

1. Specific areas of performance deficiencies identified from the instructional framework.
2. A suggested specific and reasonable plan for improvement, including a statement indicating areas of assistance and resources to be provided to the employees by the District.
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the teacher the opportunity to demonstrate improvement in his/her area(s) of deficiency.

E. Evaluation During the Probationary Period

1. At or before the beginning of the probationary period, the evaluator shall hold a personal conference with the probationary teacher to discuss performance deficiencies and the remedial measures to be taken.
2. Once the areas of deficiency and criteria for improvement have been determined, they may not be changed.
3. During the probationary period the evaluator shall meet with the probationary teacher at least twice a month to supervise and make a written evaluation of the progress on the plan, if any, made by the teacher. The evaluator shall meet with and/or observe the employee at least weekly during the probationary period. The Observation/Evaluation Report Form from Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#) shall be used to document these meetings/observations.
4. The evaluator may authorize one additional certificated administrator to evaluate the teacher and to aid the teacher in improving his/her areas of deficiency. Should the evaluator not authorize such additional evaluator, the teacher may request that an additional certificated evaluator become part of the probationary process and this request must be implemented by including an experienced additional evaluator assigned by Educational Service District 105 and jointly selected by the District and the Association (if not inconsistent with ESD practices) from a list of evaluation specialists compiled by the ESD. Any such request for an additional

evaluator shall be made by the teacher in writing on or before the 5th day of the probationary period.

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

G. Evaluator's Post-Probation Report

Unless the probationary teacher has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period which report shall identify whether the performance of the probationary teacher has improved and which shall set forth one (1) of the following recommendations for further action:

1. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the teacher has demonstrated sufficient improvement in the stated areas of deficiency to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
3. That the teacher has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to non-renew the employment contract of the teacher.

H. Action by the Superintendent

1. Following a review of the report submitted pursuant to paragraph G, above, the Superintendent shall determine which of the alternative courses of action is proper and shall take appropriate action to implement such determination.
 2. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, constitutes grounds for a finding of probable cause under RCW 28A.405.300 or 28A.405.210.
 3. The probationary period may be extended into the following school year if the teacher has more than five (5) years of teaching experience and the final summative rating as of May 15 is Unsatisfactory – 1.
- I. The following records of probation for an unsatisfactory evaluation will be maintained in the teacher's file for three (3) years and will, upon the employee's written request, if no further unsatisfactory evaluation is made in the interim, be removed from the personnel file:
1. Notice of Probation; and
 2. Notice of Removal from Probation and/or Notice of Superintendent Action.

9. **NON-RENEWAL (DISCHARGE)**

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years, after completing probation the first year, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in RCW 28A.405.300.

10. **PROBABLE CAUSE**

The teacher who is, at any time, issued a written notice of probable cause for non-renewal or discharge by the Superintendent pursuant to this Article shall have ten (10) calendar days following receipt of said notice to file any notice of appeal as provided by statute.

11. EVALUATION RESULTS

A. Evaluation results shall be used:

1. To acknowledge, recognize, and encourage excellence in professional performance.
2. To document the level of performance by a teacher of 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.

B. Evaluation results shall not be:

1. Shared or published with any teacher identifying information unless a request is made under the Public Records Act, in which case the individual and Association will be notified and provided a reasonable opportunity to seek a court order to prohibit the disclosure.
2. Shared or published without notification to the individual and Association.
3. Used to determine any type of base or additional compensation provided that this will not prevent the District from considering evaluation results in assigning supplemental positions.
4. Used as a form of progressive discipline.

SECTION 4. NON-CLASSROOM TEACHER EVALUATION PROCESS

This process applies to employees as defined in Section 2.2 above.

1. A. REQUIRED EVALUATIONS

1. All employees newly appointed by the District shall be observed for purposes of evaluation at least once for a total observation of thirty (30) minutes during the first ninety (90) calendar days of their employment period.
2. All employees, including new employees, shall be evaluated annually; such evaluations shall be completed no later than May 15.
3. If an employee is transferred to another position not under the evaluator's jurisdiction, an evaluation shall be made at the time of such transfer.
4. If an employee resigns during the school year, a final evaluation shall be completed prior to the effective date of the resignation, unless the employee and the District otherwise agree.
5. The evaluator may make evaluations at any time during the school year for the purpose of improving employee performance.

B. Evaluation Options and Forms

1. Evaluation Options

The three evaluation options available in the District include:

- A. Long-form evaluation process
 - B. Short-form evaluation process
 - C. Professional Growth Option
2. Employees who meet the following criteria may choose to be evaluated using short form or professional growth option.
- A. Employees with four (4) years of satisfactory long-form evaluation.
 - B. All major criteria identified in the evaluation instrument for the previous four (4) years are satisfactory.
3. The employee must return to the long-form evaluation at least once every four (4) years. During the fourth (4th) year a long-form evaluation would be conducted. Either the employer or employee may require that the long-form evaluation process be conducted in any given year.

4. Evaluation Forms

Evaluation Forms (Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#)) are professional instruments which are to be used only for the purposes listed on them and interpreted by appropriate and authorized certificated personnel within the District. They are not to be released from confidential District personnel files unless required by law.

C. Minimum Observation Requirements

During each school year each employee shall be observed for the purpose of evaluation. Total observation time differs based on whether the long form or short form is utilized.

After each formal observation, a copy of the observation summary shall be provided the employee within three (3) school days (Section 3.C website above-[LINK](#)/Evaluation templates-[LINK](#)). The employee shall sign providing verification of receipt. The employee's signature does not indicate agreement with the report or its conclusions. A conference shall be held within five (5) school days of the observation between the employee and the evaluator for the purpose of discussing the observation. The evaluator and the employee may mutually agree to extend the five (5) day time limit. If there is an area of concern, the evaluator will identify it, in writing, with written suggestions to address the concern.

2. **LONG FORM EVALUATION**

A summary evaluation form will be completed referencing all observations (refer to Appendix A-3). The long form evaluation process must occur at least once every four (4) years.

Employees utilizing the long form process will receive a total of sixty (60) minutes of observation time. A minimum of one (1) observation for a total observation time of thirty (30) continuous minutes shall be required in connection with the long form evaluation process. An employee in the third year of provisional status as defined in RCW 28A.405.220 shall be observed at least three times in the performance of his/her duties and the total observation time for the school year shall not be less than ninety (90) minutes.

Observation Conferences

A pre-observation conference between the evaluator and the employee shall be held a maximum of ten (10) working days prior to the first formal observation for the purpose of evaluation. At this conference the evaluator and employee will:

- A. Discuss the evaluation process for mutual understanding; and
- B. Discuss the first formal observation, including the areas of criteria that will be observed by the evaluator, and establish the date for said observation, provided the evaluator and employee may mutually waive the pre-scheduling of a formal observation.

The evaluator may conduct additional post- and pre-observation conferences as are necessary. In addition, the employee may request to meet with the evaluator after any observation, which request shall not unreasonably be denied.

3. SHORT FORM EVALUATION

Individuals who have received four (4) years of satisfactory evaluations may request to use the short form (refer to Appendix A-2).

Short form evaluation will occur in one of the following manners:

- A. One thirty (30) minute observation followed with a written summary. The final evaluation document must be completed no later than May 15;

OR

- B. Two (2) observations totaling sixty (60) minutes without written summaries. The final evaluation document must be completed no later than May 15.

4. PROFESSIONAL GROWTH OPTION

As provided by statute, after an employee has four (4) consecutive years of satisfactory evaluation in the District, the employee may apply, by September 30 through his/her primary evaluator, for permission to set mutually beneficial professional development goal(s). If accepted and approved, the employee would then follow the procedures outlined in the Professional Growth Option Certified Staff Self-Evaluation Program packet, which must be completed and approved prior to October 31. Failure to achieve the identified goals would not be negatively referenced in the employee's evaluation. Employees participating in the Professional Growth Option Certified Staff Self-Evaluation Program annual evaluation would be documented on the short form evaluation document. All employees will receive a full evaluation once every four (4) years. In exceptional situations, the Professional Growth Option Certified Staff Self-Evaluation Program may be discontinued, if done prior to winter break, at which time the regular evaluation process would be instituted.

See observation requirements above noted for the short form option.

5. CRITERIA

The following Criteria and indicators reflect the duties and responsibilities of non-classroom teachers and support personnel (Refer to Appendices A-2, A-3 and A-4).

- A. KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD. Each support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the education milieu grades K-12 and the ability to integrate the area of specialty into the total school milieu.
- B. SPECIALIZED SKILLS. Each support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation and evaluation.
- C. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT. Each support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.
- D. THE SUPPORT PERSON AS A PROFESSIONAL. Each support person demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.
 - D. INVOLVEMENT IN ASSISTING STUDENTS, PARENTS AND EDUCATIONAL PERSONNEL. Each support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

6. **EVALUATION REPORT**

- A. Upon completion of an evaluation by the evaluator, the employee shall be provided with a copy of the evaluation report.
- B. The employee shall sign the District's copy of the evaluation report to indicate that he/she has received a copy of the report. The signature of the employee does not, however, necessarily imply that the employee agrees with the contents of the evaluation report.
- C. The employee shall have the right to attach any comments to the evaluation report. This may be done at the time the employee receives a copy and prior to the end of the school year.
- D. Following the completion of each evaluation report required under 6.A above, a meeting shall be held between the evaluator and the employee to discuss the report.
- E. In the event an evaluation report indicates that the employee needs improvement or is unsatisfactory in one or more of the overall areas defined in the evaluation criteria, the evaluator and the employee shall attempt to develop a mutually agreeable written plan to improve the employee's effectiveness in the deficient areas. If the evaluator and employee are unable to agree upon a mutually agreeable plan, the evaluator will prepare and deliver a suggested, specific and reasonable program for improvement to the employee.
- F. Any observation for the purpose of the employee's annual evaluation shall be completed by the assigned evaluator.
- G. An annual evaluation shall be written and given to the employee no later than May 15.

H. The Association Executive Secretary will be notified when any employee receives a needs improvement or unsatisfactory evaluation within ten (10) school days.

7. **PROBATION**

A. Provisional Employees. When there is concern about progress of a provisional employee as documented on an observation report form, the evaluator shall provide a written support plan of professional growth which shall be documented on the observation report form (Appendix A-4). The evaluator shall work with the employee to develop satisfactory performance without the formal structure of probation. In the event that the evaluator determines that the performance of the employee is unsatisfactory, the evaluator shall report the same in writing to the Superintendent and the Association Executive Secretary. The course of action for provisional employees will follow the guidelines stated in RCW 28A.405.220.

B. In the event the evaluator(s) determines on the basis of the evaluation criteria that the performance of a non-provisional employee under his/her supervision is unsatisfactory, the supervisor shall report the same in writing to the Superintendent on or before January 15. The report shall include the following:

1. The evaluation report prepared pursuant to the provisions above.
2. A suggested specific and reasonable program for his/her improvement that is identifiable and verifiable.
3. Any written comments by the employee.

C. Establishment of Probationary Period. At any time after October 15, if the Superintendent concurs with the evaluator's judgment that the performance of an employee is unsatisfactory, the Superintendent shall place the employee in a probationary status for a period of sixty (60) school days. Days may be added if deemed necessary to complete a program for improvement and evaluate the employee's performance as long as the probationary period is concluded before May 15 of the same school year. The employee shall be given written notice of the action of the Superintendent, which notice shall contain the following information:

1. Specific areas of performance deficiencies.
2. A suggested, specific and reasonable program for his/her improvement that is identifiable and verifiable.
3. A statement indicating the duration of the probationary period and that the purpose of the probationary period is to give the employee the opportunity to demonstrate improvement in his/her area(s) of deficiency.
4. A statement indicating areas of assistance to be provided by the supervisory staff.

D. Evaluation During the Probationary Period

1. At or before the beginning of the probationary period, the evaluator shall hold a conference with the probationary employee to discuss performance deficiencies and the remedial measures to be taken.

2. During the probationary period, the evaluator shall meet with the probationary employee at least twice monthly to supervise and make a written evaluation of the progress, if any, made by the employee. The provisions of subsection 6.A. and B. above shall apply to the documentation of evaluation reports during the probationary period.
 3. The probationary employee shall be removed from probation at any time he/she has demonstrated improvement to the satisfaction of the evaluator in those areas specifically detailed in his/her notice of probation. In this event, a statement will be attached to the probationary letter indicating the employee has successfully met the conditions of probation.
 4. Beginning with the probationary period, an employee may have an Association representative present during conferences held pursuant to Probation Procedures, D. (2.) above.
- E. Evaluator's Post-Probation Report. Unless the probationary employee has previously been removed from probation, the evaluator shall submit a written report to the Superintendent at the end of the probationary period. This report shall identify whether the performance of the probationary employee has improved and which shall set forth one of the following recommendations for further action:
1. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status; or
 2. That the employee has demonstrated sufficient improvement to justify the removal of the probationary status if accompanied by a letter identifying areas where further improvement is required; or
 3. That the employee has not demonstrated sufficient improvement and action should be taken to non-renew the employment contract of the employee.
- F. Action by the Superintendent. Following a review of all reports submitted pursuant to PROBATION. E., the Superintendent shall determine which of the alternate courses of action is proper and shall take appropriate action to implement such determination. In the event that the Superintendent determines that the employee has not demonstrated sufficient improvement, the Superintendent shall make a determination of probable cause for the non-renewal of the employee's contract and shall provide written notice thereof to the employee and the Association Executive Secretary within twenty-one (21) calendar days of the completion of the probationary period and on or before May 15 pursuant to applicable law.
- G. Implementation of the Law. Should any conflict arise between this procedure and the law, law shall be controlling.

ARTICLE V

LAYOFF AND RECALL

SECTION 1. REDUCTION IN FORCE

- A. Statement of Application Criteria and Procedures. The necessity for and the extent of staff reduction will be determined by the Board upon the recommendation of the

Superintendent and his staff. The following, in the order listed, will be the factors considered in determining the educational program or service to be provided and the employees who will be employed to provide the educational program or service:

1. The District shall retain as many employees as possible under a curtailed program.
2. The District shall determine the total number of employees leaving the District for reasons of retirement, family transfer, normal resignations, discharge or non-renewal, etc., as soon as possible and these vacancies shall be filled from the existing personnel employed in certificated positions.
3. Where revenues are categorical and depend on actual expenditures rather than budgeted amounts, every effort will be made to maintain these programs to the limit of this categorical support (e.g., special education, vocational education, federally supported programs, etc.).
4. To ensure that the employees recommended for retention will be qualified to implement the educational program determined by the Board, all employees must possess such valid Washington state certificates and/or endorsements or experiences as may be required for the position(s) under consideration.
 - a. Employees will be grouped district-wide by seniority, pursuant to the following four (4) criteria:
 1. Any and all certificated Washington State experience as is documented in the employee's District personnel records.
 2. If a tie exists after consideration of the first criteria, total certificated experience in the District shall be considered as a tie-breaker, with credit given to the employee with the most years of District experience.
 3. If a tie exists after consideration of first two criteria, total certificated experience will be used to resolve the tie, including all out of State experience which has been verified with the District personnel office.
 4. If a tie exists after consideration of the first three criteria, seniority will be determined by lot.
 - b. Employees will be recommended for available positions consistent with law regarding affirmative action, on the basis of accumulated seniority within certification and/or endorsements or experience. If ties exist, the certificated employee(s) with the most seniority within the District will have preference.
5. By January 1 of each school year, the Board will publish and distribute to all employees and the Association a seniority list ranking each employee from greatest to least seniority. Any seniority placement complaints must be filed with the Assistant Superintendent by January 30 each year. No later than the first week in February each year, the parties will meet to discuss and attempt resolution of any disputes in seniority ranking.

B. Board Review and Action

1. Prior to May 1 of each year, the Board, upon the recommendation of the Superintendent, shall determine whether the financial resources of the District will be

adequate to permit the District to maintain its educational program and services substantially at the same level for the following school year. In determining the financial resources available, the District shall attempt to:

- a. Estimate the funding from local, state and federal sources; and
 - b. Maintain cash reserves and cash balances at levels consistent with sound business practices.
2. If it is determined that such financial resources are not reasonably assured for the following school year, the Board, upon recommendation of the Superintendent, shall adopt a reduced educational program which takes into consideration the guidelines set forth in these RIF procedures.
 3. The Board shall review the recommendation from the Superintendent. If an employee is not selected for a position after the application of the above procedures and the review of the Board, notice of probable cause for non-renewal of his/her contract for the following year shall be given to him/her in the manner provided by law. All such non-renewals from employment shall be accomplished in accordance with RCW 28A.405.210.
 4. In the event of a RIF, the Board shall provide written notice on or before May 15 to all employees and the Association who will not be retained for the following school year and the Association Executive Secretary. All layoffs will be effectuated at the start of the following school year.
 5. The reduced educational program to which these criteria shall be applied will be reviewed by the administration and a committee of four (4) from the Selah Education Association.
 6. The District will make available to the Association, upon request, available financial data pertaining to the District's financial condition for the following year.

C. Layoffs and Recall Procedures

1. All employees who receive notice of probable non-renewal of their contracts will be placed in a District employment pool and will be considered for any vacancy in the District for which they are qualified. All vacancies will be filled from the pool of qualified employees, according to seniority. All employees will be retained in the District employment pool for two (2) years, or until employed in a similar position elsewhere, and will be placed on the substitute teachers' list for the following school year.
 - a. When a vacancy occurs for which any person in the employment pool qualifies, notification from the District to such individual will be by certified or registered mail to the last known address. Such individual will have five (5) calendar days from receipt of the letter to accept the position.
 - b. If an individual in the employment pool fails to accept a position for which he/she is eligible pursuant to this policy, such individual will be dropped from the employment pool.
2. The District shall utilize employment pool personnel as substitutes on a first priority, seniority basis for any assignments for which they are qualified to fill.

3. Laid-off employees may continue their health and dental benefits by paying the regular monthly per subscriber group rate premium for such benefits to the provider, provided the employees are eligible to participate.

ARTICLE VI

INSTRUCTION

SECTION 1. COLLABORATIVE LEADERSHIP

The District and Association are committed to collaborative leadership for the purpose of improving student learning. Building Leadership Teams (BLTs) have been established in each school. Team members for open positions shall be determined by the building principal, based on grade level and/or department from staff volunteers. Any BLT decisions in conflict with this negotiated agreement shall require the prior approval of both the District and Association.

The BLT at each school shall determine a process for decision-making that is appropriate for that school. The BLT shall have the authority, subject to building staff approval, to determine employee schedules which best meet the needs of the student program, and the goal shall be that affected staff is notified prior to the end of the semester or school year should their schedule vary from the traditional school schedule. Examples might include: a base contract student attendance day calendar which varies from the student calendar; a daily schedule which varies from the student date (i.e., periods zero through five instead of one through six); shortened days compensated by concentrated extended learning opportunities at other times; etc.

To improve student achievement, the BLT at each school shall develop a School Improvement Plan (SIP) that aligns with the District Improvement Plan. BLT members shall be compensated for school improvement plan-related meetings outside the contracted day as directed by the building principal at the supplemental rate of pay.

SECTION 2. PROFESSIONAL ATTIRE

The Association and the District jointly agree it is important for employees to dress in a manner which reflects professionalism and provides a positive role model for students.

SECTION 3. WORK DAY

The regular employee work day shall be seven (7) hours, exclusive of a thirty (30) minute continuous duty-free lunch period; provided, that in order to allow principal/staff meetings that may become necessary, a maximum of two (2) staff meetings per month and two (2) teacher-directed grade level, department, or leadership team (i.e., reading, math, science, writing, etc.) meetings per month shall be extended by thirty (30) minutes. Further, staff meetings are to be run primarily by the building administration. Grades K-5 shall have a daily scheduled recess for a minimum of ten (10) minutes beginning with the 2019-20 school year.

Employees shall be available for 504 and IEP meetings, BLT meetings, open houses and after-school related functions after the regular school hours. The after-school related functions are one (1) open house per year, all parent teacher conferences and 504, SST and IEP meetings outside the school day. All other meetings, performances, supervision, etc., requested by the

District outside of the contracted day will be compensated at the supplemental rate of pay, on approved supplemental contracts, for time on duty.

Special education teachers with case manager responsibilities will be given a supplemental contract equivalent to six (6) days at per diem in recognition of IEP case manager responsibilities, which will be paid in hourly increments (time sheet). Kindergarten and transitional Kindergarten teachers who must assess students for developmental programs (i.e., WaKids) shall receive up to three (3) days of release time, or up to two (2) days equivalent time paid at the employee's per diem rate of pay and the balance of the three (3) days as release time, at the employee's option, for student assessment and data input.

When schools are closed because of inclement weather, ice, snow or other emergencies, employees shall not be required to report to work. If school is delayed, employees will be expected to arrive one half hour before the starting time of students.

SECTION 4. PREPARATION PERIODS

All teachers in grades K-12 will have at least one preparation period during each instructional day with a total of at least 230 minutes per week of preparation time within the week, for each five (5) day week. Planning time shall be exclusive of the thirty (30) minutes before and after school and the one-half (1/2 hour) duty-free lunch. A building principal may have the option of providing additional planning time if such time is available. The employee shall be compensated at their per diem rate of pay when attending 504, SST, IEP meetings, student evaluation conferences or BLT meetings during contractual preparation time. Elementary (K-5) preparation time shall be in blocks of no less than forty-five (45) minutes five (5) days per week for all grade level K-5 classroom teachers, excluding specialists. Specialists who provide planning time coverage for K-5 classroom will have a minimum of forty-five (45) minutes four (4) days per week. In recognition of, preparation time not provided to specialists (based on 230 minutes per week), each such specialist will receive two (2) additional annual leave days per year (refer to Article VII, Section 7. Annual Leave). Specialists who are provided forty-five (45) minute blocks for all five (5) days of a week will not be allotted the additional annual leave day.

Employees shall be required to teach no more than five (5) periods for a secondary school day that consists of six (6) periods. If there is a different number of total periods in the employee's day, at least one (1) period will be a preparation period. An employee may contract with the District to teach additional class periods. As additional staffing is needed during the school year, the District may purchase planning periods from teachers. In situations where planning periods are purchased for a time period of fifteen (15) days or more, they will be purchased at the per diem rate (or if higher at the inservice rate) for a period of seventy-five (75) minutes.

Teachers who provide substitute coverage during their preparation period will be paid at the per diem rate for a minimum of one (1) hour, or they may choose to bank substitute coverage time during their preparation period to be used toward a day off from work (360 minutes of banked substitute coverage equals one day off).

SECTION 5. EMPLOYEE WORK YEAR

In the event either party proposes a possible revision of the school calendar to begin school after Labor Day in the subsequent school years, the District shall conduct a poll of the District

staff regarding the revision and the District and Association shall meet prior to Winter Break to review the results of the polling and negotiate any proposed calendar changes.

The portion of the employee work year determined by the student attendance calendar will be mutually decided upon by the Association and the District. The student attendance calendar will be mutually agreed upon by the Association and the District.

1. Calendar Development Criteria: Instructional Days – There will be 180 instructional days in the year unless the number of instructional days is adjusted by the state legislature. There will be three (3) non-student Professional Learning days if funded by the state.
2. The first instructional day of the school year: School will be scheduled to begin on the Monday prior to Labor Day as follows:
 - A. Labor Day is September 1, school starts August 25.
 - B. Labor Day is September 2, school starts August 26.
 - C. Labor Day is September 3, school starts August 27.
 - D. Labor Day is September 4, school starts August 28.
 - E. Labor Day is September 5, school starts August 29.
 - F. Labor Day is September 6, school starts August 30.
 - G. Labor Day is September 7, school starts August 31.
3. School Holidays (RCW 28A.150.050), except Winter Break, the following are school holidays:
 - A. Labor Day (first Monday in September)
 - B. Veterans' Day (November 11)
 - C. Thanksgiving Day and day immediately following (fourth Thursday of November with a one-hundred twenty [120] minute early release for students and teachers on the preceding Wednesday)
 - D. Christmas Day
 - E. First Day of January
 - F. Martin Luther King Day (third Monday in January)
 - G. Presidents' Day (third Monday in February)
 - H. Memorial Day (last Monday in May)
 - I. Fourth Day of July
4. Non-School Days:
 - A. Friday before Labor Day
 - B. Second Friday of October (statewide inservice day)
 - C. Friday before Presidents' Day (for use as a snow make-up day, if necessary)
5. Detail of Winter Break:
 - A. Christmas and New Year's Day fall on Saturday: Winter break starts on Monday, December 20, and ends on Friday, December 31 (ten weekdays).
 - B. Christmas and New Year's Day fall on Friday: Winter break starts on Monday, December 21, and ends on Friday, January 1 (ten weekdays).
 - C. Christmas and New Year's Day fall on Thursday: Winter break starts on Monday, December 22, and ends on Friday, January 2 (ten weekdays).
 - D. Christmas and New Year's Day fall on Wednesday: Winter break starts on Monday, December 23, and ends on Friday, January 3 (ten weekdays).

- E. Christmas and New Year's Day fall on Tuesday: Winter break starts on Monday, December 24, and ends on Friday, January 4 (ten weekdays).
 - F. Christmas and New Year's Day fall on Monday: Winter break starts on Wednesday, December 20, and ends on Tuesday, January 2 (ten weekdays).
 - G. Christmas and New Year's Day fall on Sunday: Winter break starts on Wednesday, December 21, and ends on Tuesday, January 3 (ten weekdays).
 - H. The District and Association will convene and discuss any possible changes to the Winter Break if Selah's Winter Break schedule does not correspond with the Winter Break schedule of surrounding districts.
6. Spring Break: Spring Break will begin the First Monday in April (five consecutive school days). The District and the Association will convene and discuss any possible changes to the Spring Break if Selah's Spring Break schedule does not correspond with the Spring Break schedule of surrounding districts.
7. Final instructional day:
- A. The final instructional day of each year will occur as follows (with a 165 minute early release for certificated staff and one-half day release for students).
 - B. Should Labor Day fall on September 1, the last day falls on Friday, June 5 (June 4 if leap year).
 - C. Should Labor Day fall on September 2, the last day falls on Friday, June 6 (June 5 if leap year).
 - D. Should Labor Day fall on September 3, the last day falls on Friday, June 7 (June 6 if leap year).
 - E. Should Labor Day fall on September 4, the last day falls on Friday, June 8 (June 7 if leap year).
 - F. Should Labor Day fall on September 5, the last day falls on Friday, June 9 (June 8 if leap year).
 - G. Should Labor Day fall on September 6, the last day falls on Friday, June 10 (June 9 if leap year).
 - H. Should Labor Day fall on September 7, the last day falls on Friday, June 11 (June 10 if leap year).

There shall be no deviation from, or change in, this School Calendar except by mutual agreement of the parties.

The employee base contract work year will be 180 days, so long as Washington State continues to fund employee salaries on a 180-day base. Should Washington State revise its full funding of employee salaries to a new number of base days (at per diem rate) subsequent work years shall be adjusted, contingent upon agreement between the Association and the District to work any additional days.

SECTION 6. STUDENT DISTRIBUTION/CLASS SIZE

The District will maintain uniform class size consistent with staff and facilities. The counselor(s) and building administrator(s) will fairly distribute students, within grade level or subject area, recognizing exceptional students may warrant lower class size due to increased demands for instructional support. Except as required by law or the student's need as set forth in the student's IEP/504 Plan, students with disabilities will be equitably distributed in all classes and grade levels, except as driven by scheduling issues. In addition, appropriate training will be

provided to all general education teachers with severely and/or profoundly handicapped students in their classrooms.

Class Size Maximums for General Educational Staff shall be as follows:

GRADE	MAXIMUM PER CLASS
K	20
1	21
2	24
3	27
4	28
5	30
6-12	160 students per day (32 students x 5 periods)

All classes are included in the maximum class sizes within the chart above, with the exception that the maximum limits do not apply to specialists or special education teachers. Specialists include PE, Library, Music, Leadership, Technology, STEAM/STEM, Band, & Choir. SEA Executive Secretary will be notified in the event classes are added to the specialist list.

Payments for Overload for General Education Staff

- Overloads will be measured on the October count date and again as of the February count date on Skyward attendance.
- For grades K-2, \$100/month/student over the limit, up to \$300 per month.
- For grades 3-5, \$100/month/student over the limit, up to \$300 per month, pro-rated per core content block (day is based on a three (3) block schedule for ELA, Math and Science – each teacher gets 1/3 of overload pay).
- For grades 6-12, \$100/month/student over the limit, up to \$300 per month, prorated per period (based on a five (5) period teaching day) – each teacher gets 1/5 of overload pay or based on a two (2) block schedule for ELA, math and science-each teacher gets 1/2 of overload pay).

Caseload Guidelines for Special Education Staff:

**Caseload is defined as the total number of students for whom an employee has been assigned as case manager.

	Caseload**	Para Hours
RR PK-5	28:1	6
RR 6-8	30:1	6
RR 9-12	32:1	6
SC K-5	12:1	6
SC 6-8	15:1	6
SC 9-12	15:1	6
SLP	50:1	Para as needed 40-60 students
PSYCH	1:1200 gen ed	N/A
OT	55	COTA as needed

If class sizes/caseloads exceed parameters listed (on the official count date of any given month), the following options will be considered by the District administration. Employees should address concerns with the appropriate building principal.

1. Add additional certificated FTE to support the additional students.
2. Add additional classified FTE to support the additional students.
3. Move additional students to another class where there is capacity available.
4. Other as necessary.

SECTION 7. STUDENT DISCIPLINE

In the maintenance of a sound learning environment, and the District shall expect acceptable behavior on the part of all students who attend schools in the District. All employees shall expect acceptable behavior from students and shall maintain discipline and an educational atmosphere. Discipline shall be enforced fairly and consistently regardless of race, creed, sex or status. Such discipline shall be consistent with applicable federal and state laws.

Employees may use such reasonable physical force with a student as is necessary to protect him/herself, a fellow employee, or another student from attack, physical abuse or injury, or to prevent damage to District property.

The Board and Superintendent shall support and uphold employees in their efforts to maintain discipline in the District and shall provide a timely response to all employees' requests regarding discipline problems. Further, the authority of employees to use prudent disciplinary measures for the safety and well-being of students and employees is supported by the Board. In the exercise of authority by an employee to control and maintain order and discipline, the employee may use reasonable and professional judgment concerning matters not provided for by specific policies adopted by the Board and not inconsistent with federal and state law or regulations.

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 or her individual classroom and instructional or activity area for all or any portion of the balance of the school day, or up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first. Except in emergency circumstances, the teacher first must attempt one or more alternative forms of corrective action.

In no event without the consent of the teacher may an excluded student return to the class during the balance of that class or activity period or up to the following two (2) days, or until the principal or his or her designee and the teacher have conferred.

Principals will meet with the faculty annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.

SECTION 8. CLASSROOM VISITATION

To ensure orderly operation of the educational process, the following guidelines governing school visits are set forth to observe the educational program with minimum disruption:

- A. All visitors must register at the office upon their arrival at the school.
- B. Visitors whose purpose is to influence or solicit students shall not be permitted on the school grounds unless the visit furthers the educational program of the District.

- C. If the visitor wishes to visit the classroom and:
 - * is a parent/guardian of a student in the classroom, approval is not required, but advance scheduling will be provided to the teacher;
 - * is not a parent/guardian of a student in the classroom, the visitation time will be arranged after the principal has conferred and received approval of the employee.
- D. If the purpose of the classroom visitation is to observe instructional activities, the employee shall be afforded the opportunity to confer with the classroom visitor before and/or after the visitation.
- E. The principal or supervisor may withhold approval if particular events such as testing would be adversely affected by a visit. Similarly, if a visitor's presence becomes disruptive, the principal, supervisor or employee may withdraw approval.

SECTION 9. ACADEMIC FREEDOM

The District shall offer courses of study which afford learning experiences appropriate to the level of student understanding. The instructional program shall respect the right of students to face issues, to have free access to information, to study under teachers in situations free from prejudice and to form, hold, and express their own opinions without personal prejudice or discrimination.

Employees shall guide discussions and procedures with thoroughness and objectivity to acquaint students with the need to recognize opposing viewpoints, the importance of fact, the value of judgment and the virtue of respect for conflicting opinions. Employees will exercise professional judgment consistent with federal, state, SPI and District curriculum guidelines in determining the appropriateness of the issue to the curriculum and the maturity of the students. When in doubt regarding appropriateness, the matter should be referred to the principal. Reference Selah School District Board Policy 2331.

The Board, or its designees, agrees not to record secretly any employee's verbal communication in the classroom.

The determination of student grades shall be the responsibility of the employee. No grade may be changed except after consultation with the employee and only as a result of the student's demonstrated achievement of the employee's course objectives.

SECTION 10. PROFESSIONAL DEVELOPMENT

It is recognized that an effective professional development program is necessary to provide continuing opportunities for the professional growth of employees. Therefore, the District shall periodically survey employees to determine professional development needs. Such surveying, planning and implementation may be with the assistance of the Association, other agencies or colleges and universities.

Professional development activities may cover the following areas:

- A. Released time for classroom observation and visitation.
- B. Released time for professional development workshops.
- C. Workshops and classes designed to meet student needs.

- D. Consultant and material assistance for employees involved in curriculum innovation and change.

The Association may recommend to the District topics for after-school courses, workshops, conferences and programs designed to improve the quality of instruction.

In the implementation of new curriculum, the District may develop and implement an inservice training program for any employee(s) who will be responsible for the new curricular program. The Board may allocate funds from the District's budget for the purpose of implementing mutually developed programs.

SECTION 11. EMPLOYEE FACILITIES

Each building shall have the following facilities and equipment for the exclusive use of employees in that building:

- A. Adequate space in each classroom to safely store instructional materials and supplies;
- B. A work area containing adequate equipment and supplies to aid in the preparation of instructional materials;
- C. A furnished faculty lounge separate from any work area and equipped with a telephone line and instrument, provided, however, the intermediate/junior high phone will be in a private room accessible to employees;
- D. A serviceable desk and chair and a filing cabinet of adequate size in each classroom;
- E. A communication system between classrooms and the main office;
- F. Well-lighted and clean rest rooms, separate for each sex and separate from student rest rooms; and
- G. A separate and private dining area.

In order to permit freedom of access both during and after regular school hours, all employees will be given keys to their classroom, faculty lounge, work area and outside door of their assigned building.

An adequate part of the parking lot at each school will be reserved for employee parking.

SECTION 12. STUDENT TEACHERS

Employees will not be assigned a student teacher or intern (or equivalent) without his/her prior consent and knowledge of such an assignment. When possible, such assignment shall be announced at least two (2) weeks in advance of the student teacher's arrival. Every employee who accepts a student teacher shall receive the total compensation provided by the contracted university for the employee.

SECTION 13. SAFE WORKING CONDITIONS

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board agrees to comply with applicable provisions of the Washington State Industrial Safety and Health Act.

SECTION 14. DISPENSING OF MEDICINE

Employees shall be authorized to dispense identified oral medication in accordance with the written procedures while accompanying students on school activities away from the school site. The medication to be dispensed during the time the student is away from the school site shall be given to the authorized employee, clearly labeled with the student name, time to be dispensed and proper dosage. Pursuant to RCW 28A.210.270, if the District (and authorized employee) substantially complies with the written orders for medication, it is immune from any civil liability as a result of administration of the medication.

Employees who are required to dispense oral medications will be trained annually in such procedures by a qualified professional.

SECTION 15. STUDENT PLACEMENT

The District will provide an employee who is assigned a special education student a copy of the student's Individualized Education Plan (IEP) as delineated in the guidelines below, and preferably at least twenty-four (24) hours prior to the student's arrival, whenever the employee is expected to implement any element of the student's special education program, including any accommodations, modifications or supports, or whenever the student's behavior is considered to impede his or her learning or the learning of other students. For students new to the District, a copy of the IEP or 504 plan must be provided to all employees providing instruction and/or services to the student within five (5) days of the receipt of these records from the prior school. For current students, a copy of the IEP/504 plan will be provided within two (2) days of the completion/execution of the IEP/504 plan.

The District will notify an employee, as soon as practical, before placing in the employee's classroom any student known to the District to have a history of posing safety or security problems, or of having family members posing safety or security problems.

An employee who believes that a special education student is manifesting disruptive behaviors that are impeding his or her learning or the learning of other students such that his or her IEP should be reviewed may refer the matter to the building Student Study Team (SST) for review, and the referral shall be reviewed by the SST.

ARTICLE VII

LEAVES

SECTION 1. GENERAL PROVISIONS

All leave forms will be mutually agreed upon between the parties.

SECTION 2. SICK LEAVE

At the beginning of each school year, each full-time 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, illness of family in the immediate household, injury, poor health, maternity, quarantine or other disability or an emergency. Employees working less than full-time shall be credited with a pro-rated advance sick leave allowance. Each employee's portion of unused

sick leave allowance shall accumulate from year to year with the maximum determined by state law (currently one hundred eighty (base contract) days).

Employees may access sick leave for the illness of an immediate family member in accordance with Washington State's family leave law (Chapter 49.12.RCW). Additional leave provisions (Section 7. Annual Leave, Section 12. Other Leaves), if appropriate, may also be requested by the employee.

Absence due to injury incurred in the course of the employee's employment may be compensated for in the following manner: For absences due to job-related injuries which qualify for Industrial Accident and Workmen's Compensation coverage, a prorated portion of sick leave may be used, which when added to any of the above compensation shall equal, but not exceed, the employee's normal salary.

At the end of each year the District will provide each employee, upon written request, with an accounting of their accumulated sick leave and all transactions concerning their sick leave days within that time period.

An employee who is unable to perform the duties because of personal illness, family illness, maternity or other disability may, upon request, be granted leave of absence without pay at the exhaustion of sick leave. Application for leave of absence for such conditions 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 giving ten (10) days written notice to the Superintendent and with written permission of his/her personal physician.

Employees who are absent from work more than five (5) consecutive days may be requested to present a physician's certificate.

Employees may access sick leave for the illness, injury or disability of any family member.

For the purposes of this section, an emergency is an incident, event or need, which is immediate, unexpected, uncontrollable and verifiable. In emergency circumstances, an employee with requiring less than half of the employee's work day, may use emergency leave to be deducted from the employee's sick leave.

This leave may be used in hourly increments.

SECTION 3. SICK LEAVE BUYBACK

Employees may cash in unused sick leave days above an accumulation of sixty (60) days at the ratio of one (1) full day's pay for four (4) accumulated sick leave days. The employee may cash in up to twelve (12) days per year on January 1 of each school year. Sick leave for which compensation has been received shall be deducted from accrued sick leave at the ratio of four (4) for one (1). At retirement or death, the entire accumulation will be cashed out at the four (4) for one (1) ratio by the employee or the employee's estate.

Employees may participate in VEBA programs, as allowed by law/I.R.S. procedures.

SECTION 4. SICK LEAVE SHARING

1. Employees are granted the right to donate sick leave to come to the aid of any employee in any employee within the Selah School District who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment,

or physical, or mental condition; who has been called to uniformed service or emergency volunteer service; or is a victim of domestic violence, sexual assault or stalking; or who is sick or temporarily disabled because of pregnancy disability, or needs time for parental leave to bond with a newborn, adoptive or foster child, which has caused or is likely to cause the employee to take leave without pay or terminate his/her employment. The employee applying for sick leave sharing must submit written notification from his/her physician stating proof of illness or injury or physical or mental impairment. In the case of use of such leave for uniformed service or emergency volunteer service, the agency for military or emergency deployment shall provide written documentation. In the case of use of such leave for domestic violence, sexual assault or stalking, the employee's physician and/or the appropriate law enforcement agency shall provide written documentation.

2. An employee who has an accrued sick leave balance of more than twenty-two (22) days (154 hours) is allowed to transfer sick leave to another employee as specified in (1) above. Donated sick leave days shall be transferred to the designated receiving employee in the order in which donations are authorized by the donating employees. The value of the leave transferred shall be based upon the leave value of the person receiving the leave. Any such donated leave which remains unused by the designated receiving employee shall be returned at its original value to the donating employee(s) when the District determines the leave is no longer needed by the designated receiving employee.
3. Employees cannot donate sick leave days that would result in his/her sick leave account going below twenty-two (22) days (154 hours).
4. Sick leave includes leave accrued pursuant to the RCWs with compensation for illness, injury, and emergencies.
5. While an employee is on leave transferred under this section, he/she shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.
6. The receiving employee may not receive more than five hundred twenty-two (522) days of donated sick leave, however, the District may authorize the receipt of leave in excess of five hundred twenty-two (522) days in extraordinary circumstances. The receiving employee must have abided by all contract provisions and District rules and policies regarding sick leave.

Please see Board Policy 5406 for the appropriate forms to apply for donated leave and to donate leave.

SECTION 5. MATERNITY/PATERNITY/ADOPTION LEAVE

An employee requesting maternity/paternity/adoption leave should give written notice to the District at least two (2) weeks prior to commencement of said leave. The written request for leave should include a statement as to the expected day of return to employment. Such leave shall be deducted from sick leave.

An employee may be allowed up to one (1) year of unpaid leave for the purpose of child rearing. An employee returning from such leave shall be placed in the position last held or in a similar position in the District.

SECTION 6. BEREAVEMENT LEAVE

The District will provide an employee with up to five (5) days bereavement leave with pay for a death within the immediate family.

Immediate family includes father, mother, step-parent, sister, brother, wife, husband, child, step-child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, or a more distant relative if of the same household.

Employees may take up to three (3) days of bereavement leave for the death of a close friend or family member not described above.

SECTION 7. ANNUAL LEAVE

Three (3) days of annual leave shall be allocated per school year with pay. No reason shall be requested or required as to the purpose for using these annual leave days. In recognition of preparation time not provided to specialists (based on 230 minutes per week each such specialist will receive four (4) additional annual leave days per year, for a total of five (5) days per year. (Refer to Article VI, Section 4. Preparation Periods). Specialists who are provided forty-five (45) minute blocks for all five days of a week will not be allotted the additional annual leave. The 3rd annual leave day can be cashed out and paid at per diem.

The employee shall notify the immediate supervisor at least two (2) days in advance of the leave. Annual leave shall be granted unless a substitute cannot be secured by the employee through the on-line substitute management system.

Employees may carry forward to the subsequent year unused annual leave days, for a total accumulation of eight (8) days. The employee must notify the payroll office in writing by June 30 if he/she wishes to cash out any or all unused annual leave. Any accumulated annual leave in excess of eight (8) days will automatically be cashed out in the August check at the employee's per diem rate of pay.

SECTION 8. EDUCATIONAL LEAVE

Upon the approval of the Superintendent, an employee may be granted an educational leave not in excess of one (1) year for a planned course of educational study. The course of study to be pursued shall be submitted to the Superintendent prior to consideration of the leave.

The employee shall be assured that upon returning from the educational leave, efforts will be made to place the certificated employee in a comparable position. In those cases where the employee's former position is open, the employee may return to that position.

To be eligible for an educational leave, the employee must have earned a standard certificate and have been an employee in the District for five (5) years.

The educational leave agreement between the employee and the District will be terminated if the employee fails to continue full-time enrollment for the academic year in the planned program of study.

The employee on educational leave will be entitled to all benefits and seniority on return from the educational leave.

SECTION 9. JURY DUTY AND SUBPOENA LEAVE

An employee will be granted jury duty leave and shall be paid his/her regular salary. Any expense reimbursement received by a staff member for jury duty performed on a contract day shall be retained by the staff member.

An employee will be granted subpoena leave as may be required by the subpoena, and shall be paid his/her regular salary. Any expense reimbursement received by a staff member while in performance of a civic duty on a contracted day shall be retained by the staff member.

SECTION 10. MILITARY LEAVE

Employees shall be granted military leaves of absence when required by law. While on leave, the employee shall retain all benefits including annual increments under the salary schedule as though employment had been continuous in the District. Upon return from leave, the employee shall be placed in the position last held or a similar position in the District.

SECTION 11. LEAVE TO ATTEND MEETINGS AND CONFERENCES

Leaves of absence without deduction of pay and with reimbursement of certain expenses may be granted to employees to attend inservice meetings or visit other schools upon written request to the Superintendent. When necessary, the District shall provide a substitute to perform the duties of the employees who have been granted permission to attend the meetings, visitations or conferences.

SECTION 12. OTHER LEAVES

One leave of absence without pay, from three (3) to the number of days in the base contract, may upon the Superintendent's approval, be granted if an adequate replacement can be employed. Upon the written request of the employee, such leave may be renewed for up to one (1) additional year from three (3) to the number of days in the base contract. Such request must be provided by March 15. Such leaves would not be approved beyond two (2) consecutive full years.

Employees shall be granted, when required, public office leave, without pay, for serving in an elected or appointed position provided such position does not extend beyond two (2) full years.

Upon return, the employee shall be returned to his/her former position if available, or if not available, to at least a substantially equivalent position with at least equivalent compensation. He/she shall retain all seniority, tenure, benefits and increment credit.

SECTION 13. WASHINGTON STATE PAID FAMILY AND MEDICAL LEAVE (PFML)

Commencing January 1, 2020, employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act which is administered by the Washington State Employment Security Department. To be eligible for this leave, employees must have worked a minimum of 820 hours in accordance with state law. Employees may initiate the use of this leave prior to exhausting all accumulated leave but PFML shall be used concurrently with FMLA leave. Commencing September 1, 2019, the District and employee shall pay the designated proportions of the payroll premium in accordance with state law. The District shall maintain health insurance benefits where required under the FMLA in accordance with state law. Employees seeking maternity leave may receive PFML benefits per the Employment Security Department guidelines.

ARTICLE VIII

FISCAL

SECTION 1. PROFESSIONAL COMPENSATION/SALARY SCHEDULE PROVISIONS

- A. The base salaries for employees covered by this Agreement shall be based on the employee's placement on the District negotiated salary schedule (refer to Appendix D) and distributed to employees as soon as possible following September 15.
- B. Employees shall be awarded full credit for experience outside this District provided such credit is consistent with State guidelines and the provisions within this Section.
- C. If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the school district's last business day of the month. During the summer period, checks shall be distributed according to current practice with the employee having the options available.
- D. When an employee has earned the right to a higher salary by reason of increased professional training, the change shall be made on or before September 15. Certification of earned credits for this purpose shall be filed in the Superintendent's office by 1) Official Transcript or Certificate of Completion or clock hour documentation, and 2) rationale required by State law, as delineated in District Policy. Regarding the negotiated Salary Schedule (Appendix D), "credit" shall mean 1 college quarter credit. Ten (10) clock hours = 1 credit.

In order to assure employees do not unknowingly complete course(s) which cannot be used for salary schedule advancement, District pre-approval is highly recommended.

- E. Employees will be paid in twelve (12) equal monthly payments.
- F. Part-time employees will be paid on an FTE basis. Those employees currently receiving extra years of credit on the district salary schedule will be grandfathered at their current level. Effective with the 1985-86 school year, only the actual FTE and experience generated for the individual will be used to determine their placement on the District salary schedule.
- G. Employees shall be placed on the negotiated salary schedule in Appendix D in accordance with their education and experience in accordance with S-275 reporting. The

BA+135 column in Appendix D will be opened upon ratification of the Agreement by both parties until December 3, 2018 to allow any current employees to submit credits and clock hours. Clock hours and credits must have been earned prior to October 1, 2018. All such employees who meet the BA+135 requirements by this date shall be grandfathered at the BA+135 column commencing with the 2019-20 school year.

- H. If, for some circumstances beyond the control of the employee, the official college transcripts are not available and the District has been advised by the college Certification of Completion of the credit, the employee shall be granted the allowance for credit.
- I. Employees hired from out-of-state shall be given the same credit consideration, rights and benefits as those hired within state or those presently working for the District.
- J. In the event of a mistake in payment resulting in underpayment or overpayment, corrections shall be made on or before the 15th of the next month; provided, however, the adjustment will be made on or before the issuance of the next paycheck.
- K. Vocational CTE placement for non-degree holding certificated employees on the salary schedule will be credited with experience at the rate of one (1) year on the schedule for up to two (2) years of full-time industry experience in fields approved by SPI as acceptable towards the vocational certificate held by the employee. The calculation for years of service for these employees will include up to two (2) years worked within the instructor's career field, regardless of whether the service occurred within an educational setting.
- L. The calculation of years of service for occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, and psychologists regulated under Title 18 RCW will include experience in schools and other non-school positions as occupational therapists, physical therapists, speech-language pathologists, audiologists, nurses, social workers, counselors, or psychologists. The calculation shall be that one year of service in a non-school position counts as one year of service, up to a limit of four (4) years of service. Non-schools year of service included under this section shall not be applied to service credit totals for purposes of retirement benefits.

SECTION 2. INSURANCE BENEFITS

The District shall continue to provide the state funded contribution for insurance. The District will pay the full Health Care Authority Retiree Remittance (HCRR) per employee per month.

The District will provide information on insurance plans and rates for the current school year to all employees no later than September 1 each year. Open enrollment begins September 1 and all changes to health benefits must be submitted by September 30 for November 1 coverage. Group Health requires hard copy enrollment/change forms to be submitted through the District's payroll office. Pooling allocations will occur in October for an effective date of November 1.

All employees who have selected the Group Health Plan must have changes into the payroll office by September 10 for the October 1 enrollment period. Group Health allows hard copy enrollment/change forms to be submitted through the District's payroll office for the 2013-14 school year. All members who have selected WEA Select (Premera) must have any changes

submitted by September 20 on the “Your Benefit Resources” (YBR) web site or by calling the AON-Hewitt Benefit Center, subject to any procedural changes required by the WEA. Therefore, pooling allocations can occur in October for an effective date of November 1.

The monthly premium will be used to provide the programs listed below:

1. Dental Insurance.
2. Vision Insurance.
3. Medical Insurance.

Specific insurance programs to be identified by the SEA on or before the first day of school each year.

All half-time or more employees will participate in numbers 1 and 2 above. Participation in number 3 is optional.

The intent of the parties is to provide the maximum insurance contribution funded by the legislature to the employee insurance pool, to be distributed among members of the bargaining unit. The insurance pool will not be recalculated after the November pooling. However, the District will provide the insurance pool allocation driven by new employees (based on FTE) hired after November 1 of any given year. To gain maximum utilization of the total state insurance contribution provided for employees covered by this Agreement, first shall be deducted the cost of the selected dental and vision insurance plans, with the remaining monies available for application to one of the medical insurance programs. The District agrees that it will distribute the balance to the employees insurance pool to be distributed among employees on a pro rata fair share basis, to those who do not generate sufficient monies to cover the full cost of medical coverage. In addition to the funds provided by the state, the District will budget for and contribute: \$35.00/month per FTE into the employee insurance pool each year.

If implementation of the School Employees Benefits Board (SEBB) state insurance occurs within the duration of this Agreement, the parties agree to re-open Article VIII, Section 9. Insurance for the purpose of negotiating the impact.

2020 School Employees Benefits Board (SEBB) Transition:

In preparation for the upcoming move to the School Employees Benefit Board (SEBB) on January 1, 2020, for health and other insurance benefits, the parties have agreed to the following:

1. For the 2019-2020 school year, the state monthly funding allocation for insurance is as follows:

September – December 2019	\$973
January – June 2020	\$994
July – August 2020	\$1056
2. For the months of September, October and November 2019, the District will place into the insurance pool \$973/month state allocation per 1.0 FTE. The District shall also contribute \$35.00/month per FTE into the employee insurance pool for the months of September, October and November 2019.

3. The District will pay the HCA retiree subsidy for each employee at the rate of \$69.56 for four months September – December 2019.
4. The District will work with the Association to set up a VEBA account for each employee no later than December 31, 2019 to use for out-of-pocket health care expenses during the year and after separation or retirement.
5. Prior to implementation of the SEBB, premium payments have been paid at the end of the month for the subsequent month's benefits. ESHB 1109 states that "for health benefits payments to the Health Care Authority for benefits provided to school employees in January 2020, the school district must provide payment to the Health Care Authority within three business days of receiving the January 2020 allocation for insurance benefits." Since SEBB requires the payment at the end of the month in which benefits have been provided, the parties understand that there will be a one-month savings at the end of December 2019 for the employee and the District. On the basis of this understanding, employees shall not pay an insurance premium in December 2019 due to transition to the (SEBB).
6. The SEBB insurance plan year will run from January 1 to December 31 as specified by SEBB. Any employee terminating 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 separation occurs after completion of the employee's full contract obligation (i.e. the end of the school/work year), benefit coverage will continue through August 31st unless the employee resigns effective in June or July.
7. All employees shall be eligible for full insurance coverage under the SEBB program if they work, or are anticipated to work, 630 hours or more in a school year. All hours worked during the school year as a school district employee, regardless of bargaining unit, shall count for purposes of establishing eligibility. Paid leave hours shall count towards hours worked. Employees on unpaid leave will be considered in an employment status for the provisions of this section and benefits will continue if they met the 630 hour requirement and are anticipated to return to work. If they have not met the 630 hour requirement and the District no longer anticipates they will meet the 630 hour requirement, no District contribution will be made.
8. VEBA Contributions:
 - A. The District will work with each new employee to set up a VEBA account as soon as possible after hiring is complete.
 - B. The District will contribute ninety dollars (\$90.00) per FTE employee per month into each employee's VEBA account. This amount shall be prorated for part time employees based on FTE status.
 - C. The District and Association agree to offer sick leave cash out payments into the VEBA for employees eligible for annual sick leave cashout, employees who accumulate 180 days or more

of sick leave, or employees who are separating from employment, all in accordance with state law.

9. All of the provisions of this Section 2, Insurance Benefits, addressing SEBB shall be interpreted consistent with the rules, regulations and guidelines of SEBB.

SECTION 3. SUPPLEMENTAL CONTRACTS, EXTENDED DAYS, AND OPTIONAL DAYS

A. Definitions relating to supplemental contracts:

"Hourly"--Time that can be documented. Outside of the base contract days or seven hour day. For duties different from regularly contracted duties. **Examples:** Curriculum development, Attending-Training, Attending meetings, detention, detention Saturday school, self-study, parent orientation sessions, home hospital, tutoring individual students, Mentor time with mentee, Mentee time with mentor, Moving pay.

"Per diem"--Extension of regularly contracted duties. Not employee specific. Supplemental to the number of base contract days. **Examples:** Special education extended school year and summer school, counselors, Extended days (psychs, SLP, Sped case mgrs, CTE teachers, etc), Saturday and summer school teaching, librarian extended days, elementary music, and vocational extended days. Professional Learning Days, Plan period buyout, Evaluation Training (7 hours), Time outside the day preparing and presenting inservice training to others (CPR), Tutoring multiple students at the same time (after school programs, etc.), Plan period coverage.

"Co-curricular"--Duties related to student activities, which require professional certification, and are directly linked to instructional assignment. Please see Appendix C for a list of co-curricular positions and related stipends.

Provisions for the drama supplemental are included in the SCCA Contract.

"Tutoring"--Any teaching activities which are classified as extended learning opportunity programs, and are not classified as tutoring individual students (one-on-one tutoring), and are not defined elsewhere in the Collectively Bargained Agreement, performed outside the contractual work day or year as defined in Article VII, Section 5.

- B. Supplemental contract "hourly" rates of pay: Supplemental hourly pay will be the lesser of \$50.00 dollars or per diem. Payment of supplemental time worked must be documented on the District form and submitted to the authorizing administrator within sixty (60) calendar days of the work.

Per diem: One (1) one hundred eightieth (1/180th) multiplied by the cell corresponding to the employee's placement on the negotiated salary schedule (Appendix D). Payment of supplemental time worked must be documented on the District form and submitted to the authorizing administrator within sixty (60) calendar days of the work.

Tutoring: the lesser of \$50.00 or per diem if tutoring a single student and per diem rate if tutoring multiple students at the same tutoring session. Extended learning opportunity program activities may only be performed pursuant to a supplemental contract and for a specified duration or term.

Co-curricular: The salary pool for these co-curricular salaries (Refer to Appendix C) shall be increased by the same percentage as the negotiated salary schedule in Appendix D.

Extended days: Per diem rate of the basic contract salary.

- C. Optional days. Subject to availability of levy equalization funds, employees will have the opportunity to work optional days that are in addition to the regular base contract. Optional days will be compensated at the employee's per diem rate. Documentation must be submitted for each optional day by signing the District Optional Day participation list. The length of an optional day shall be equivalent to the length of the employee's regular contract day. Days shall be claimed in half or full day increments.

Beginning in the 2018-19 school year, a total of four (4) optional days shall be available.

- Three (3) days for District and Building meetings and related activities immediately preceding the first student attendance day and a fourth (4th) day for District and Building meetings and related activities on the October statewide in-service day.
- In addition, teachers who are new to the District's Classroom Teacher Evaluation Process shall receive, on a one-time basis, an additional District-directed optional day paid at per diem in the year they transition, which may be provided in hourly increments, for the purpose of professional development training related to the evaluation process. (Article IV, Section 3.1 of the Agreement)

- D. District inservice time. Outside of the normal work day, the District may provide additional inservice for affected employees at supplemental hourly rate. Employees shall be accountable for and evaluated on any new District adopted curricular content provided during these inservice days.
- E. Early Retirement Notification Stipend. Certificated staff members who notify the District of their retirement by March 1, will be eligible for a \$500 stipend for early notification.

SECTION 4. TRAVEL

When acting in accordance with assigned duties or when required to travel from one building site to another in his/her own private vehicle during working hours, an employee shall be reimbursed for such mileage at the rate then currently in effect for Washington State employees. If traveling between buildings from one teaching assignment to another during an established preparation period, the teacher shall be paid for the travel time at per diem pay. No staff member shall be required to travel between buildings to/from teaching assignments during their thirty (30) minute duty-free lunch.

Approved travel outside of the District shall be reimbursed in accordance with Board Policy 6213P.

SECTION 5. NATIONAL BOARD CERTIFICATION

Three (3) release days will be made available to those employees who choose to pursue National Board Certification status, with three (3) days' substitute costs paid for by the District. The District will pay the National Board Certification Bonus as funded by the state to all qualifying employees.

ARTICLE IX
GRIEVANCE PROCEDURE

SECTION 1. DEFINITIONS

- A. "**Grievant**" shall mean an employee or group of employees or the Association filing a grievance.
- B. "**Grievance**" is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement to the detriment of the claimant and may be processed as a grievance as hereinafter provided.
- C. "**Days**" shall mean working days of employees in the bargaining unit during the school year. During the summer, it shall mean weekdays, excluding holidays. If the stipulated time limits are not met, the grievant shall have the right to appeal the grievance to the next level of the procedure.
- D. A "**party in interest**" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

SECTION 2. RIGHTS TO REPRESENTATION

The Board shall recognize grievance representatives upon their identification by the Association. At least one (1) Association representative shall be present for any meetings, hearings, appeals or other proceeding relating to a grievance which has been formally presented.

If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step II. The Association may process such a grievance through all levels of the procedure, even though there is no aggrieved employee who wishes to do so. Class grievances involving more than one supervisor and grievances involving the administrator above the building level may be filed by the Association at Step II.

In matters dealing with alleged violations of Association rights, the grievance shall be initiated at Step II.

The Association on its own may continue any grievances filed and later dropped by a grievant, provided that the grievance involves the application or interpretation of the Agreement.

INDIVIDUAL RIGHTS: A grievant may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by an Association representative(s) selected by the

Association. The Association shall have the right to present and to state its views at all stages of the Grievance Procedure.

SECTION 3. PROCEDURE

The parties in interest acknowledge that it is usually most desirable for any employee and his/her immediately involved supervisor to resolve problems through free and informal communications.

STEP I. Within twenty (20) days following knowledge of or should have reasonably become aware of the act or condition which is the basis of the complaint, the grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a hearing to take place within five (5) days after receipt of the grievance (Refer to Appendix B Grievance Filing Form). The grievant and/or the Association and the supervisor shall be present for the hearing. The supervisor shall provide the grievant and the Association with a written response to the grievance within seven (7) days after the hearing. Such response shall include the reasons upon which the decision was based.

STEP II. If the grievant is not satisfied with the disposition of his/her grievance at Step I, or if no decision has been rendered within seven (7) days after presentation of the grievance, then the grievance shall be referred to the Superintendent or designee within five (5) days. The Superintendent or designee shall arrange for a hearing with the grievant and/or the Association to take place within five (5) days of his/her receipt of the appeal. The grievant shall have the right to present witnesses to develop facts deemed pertinent to the grievance. Upon conclusion of the hearing, the Superintendent or designee will have seven (7) days to provide a written decision, together with the reasons for the decision to the Association.

Selection of Forum. If the grievant and/or the Association is not satisfied with the disposition of the grievance in Step II, or if no decision has been rendered within seven (7) days after presentation of the grievance at Step II, the Association will notify the Superintendent or designee of the request for either Step III or Step IV. This notification of the request for either Step III or Step IV must be presented in writing to the Superintendent or designee within fifteen (15) days. The decision rendered by the Board in Step III or by the arbitrator in Step IV will be final and binding for both parties.

STEP III. Upon notification of selection of Step III, the Board shall arrange for a hearing with the grievant and/or Association to take place at a regularly scheduled Board meeting within twenty-one (21) calendar days of receipt of the request. Upon conclusion of the hearing, the Board will have seven (7) days to provide a written decision, together with the reasons for the decision to the Association and/or grievant. The Board's decision shall be final and binding.

STEP IV. BINDING ARBITRATION. If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if no decision has been rendered within seven (7) days, the grievant may request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance involves the interpretation, meaning or application of any of the provisions of this Agreement, it may by written notice to the Superintendent, within fifteen (15) days after receipt of the request from the grievant, submit the grievance to binding arbitration. If any question arises as to arbitrability, such question will first be ruled upon by the arbitrator selected to hear the dispute.

Within ten (10) days after written notice of submission to arbitration, the Superintendent and the Association will attempt to agree upon a mutually acceptable arbitrator and to obtain a

commitment from such arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the ten (10) day period, the District and the Association shall request a list of possible arbitrators from either the Federal Mediation & Conciliation Service or the American Arbitration Association. The parties shall separately rank and strike the names of arbitrators on the list and return their list to the appropriate agency for final arbitrator selection. Hearing shall be conducted in accordance with the rules of the agency that was selected.

SECTION 4. ARBITRATION

Neither party shall be permitted to assert in the arbitration proceedings any evidence which was not submitted to the other party before the completion of Step II at meetings.

If a procedural error is not brought to the attention of the other party before the completion of the step in which it occurred, the error cannot be used in determination of arbitrability.

The decision of the arbitrator will be submitted to the Board and the Association and will be final and binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

JURISDICTION OF THE ARBITRATOR

The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall confine his/her inquiry and decision to the specific area of the Agreement as cited in the grievance form. The arbitrator shall not substitute his/her knowledge for the expressed provisions of the contract under question.

EXCLUSIONS FROM ARBITRATION

The following are excluded from arbitration:

- A. Non-renewal of provisional employees;
- B. Non-renewal of contract;
- C. The termination of services or failure to reemploy any employee to a position on the supplemental salary schedule; and
- D. Discharge.

SECTION 5. TIME LIMITS

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.

Failure of the Association to proceed with its grievance within the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representatives to take the required action within the time provided shall entitle the Association to proceed to the next step of the grievance procedure.

When a grievance is submitted on or after June 1, the time limits shall consist of all weekdays, so that the matter may be resolved before the close of the school or as soon as possible thereafter.

SECTION 6. FREEDOM FROM REPRISALS

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

SECTION 7. RECORD OF GRIEVANCE

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

SECTION 8. GRIEVANCE FORMS

Grievances shall be filed using the Grievance Filing Form in Appendix B.

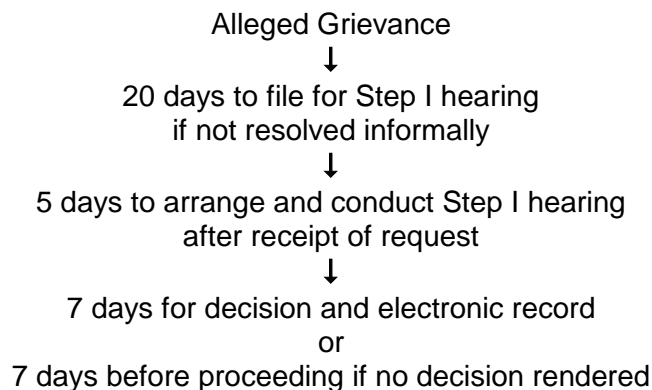
SECTION 9. COOPERATION OF BOARD AND ADMINISTRATION

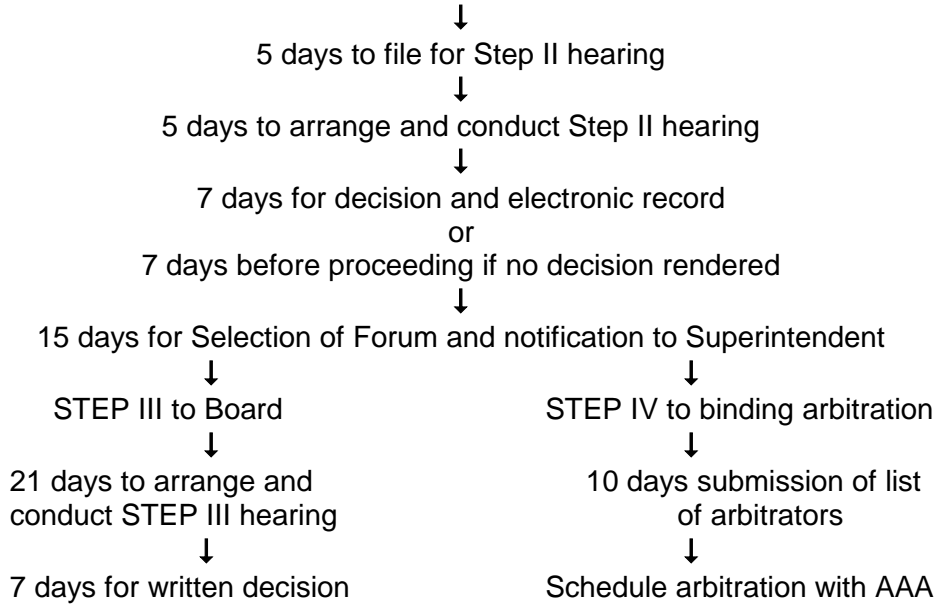
The Board and the Administration will cooperate with the Association in its investigation of any grievance and, further, will furnish the Association such information as is requested for the processing of any grievance.

SECTION 10. RELEASED TIME

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

Schedule of Grievance Procedures





ARTICLE X

SECTION 1. DURATION

- A. This Agreement shall become effective on the first day of September, 2022, and shall continue in effect until the thirty-first day of August, 2023.
- B. This Agreement may be opened for amendment(s) by the mutual consent of both parties.
- C. This Agreement shall be opened for the purpose of negotiating a successor Agreement at least ninety (90) days prior to the termination date.
- D. This Agreement shall be opened for amendment if new legislation affects the terms and conditions of this Agreement.

Appendix A-1

FOCUSED EVALUATION REQUEST FORM

Evaluation criteria:

At least one (1) comprehensive evaluation every six (6) years.

Having met the evaluation criteria and having reviewed the Focused evaluation process,

I, _____, request to participate in a Focused
(Print name)
evaluation option for the _____ school year.

The criterion that I would request for this evaluation is: *(check one)*

- ___ 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 the school community.
- ___ 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

If criteria 1, 2, 4, 5 or 7 are chosen, please also choose a student growth criteria below:

Criterion 3 ___
Criterion 6 ___

Approved: _____

Denied: _____

Explanation of denial:

(Evaluator's signature)

(Date)

APPENDIX A-2

**SELAH SCHOOL DISTRICT
SUPPORT PERSONNEL EVALUATION SUMMARY
(SHORT FORM)**

The following five criteria are to be used with the appropriate indicators. Signatures acknowledge discussion of the evaluation. Support personnel and evaluators may attach statements.

Support Person _____ School Year _____

Building _____ Assignment _____

Observation Dates and Times _____

OVERALL PROFESSIONAL APPRAISAL

- _____ Satisfactory (S)
- _____ Needs Improvement (NI)
- _____ Unsatisfactory (U)

- _____ 1. **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the education milieu grades K-12 and the ability to integrate the area of specialty into the total school milieu.

- _____ 2. **SPECIALIZED SKILLS.** Each support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

- _____ 3. **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

- _____ 4. **THE SUPPORT PERSON AS A PROFESSIONAL.** Each support person demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.

- _____ 5. **INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND EDUCATIONAL PERSONNEL.** Each support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

SUMMARY COMMENTS:

Check here if a statement from the support person is attached.

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

Date _____ Support Person _____

Date _____ Evaluator _____

DISTRIBUTION: *Personnel File, Employee, Evaluator*

APPENDIX A-3

**SELAH SCHOOL DISTRICT
SUPPORT PERSONNEL EVALUATION SUMMARY
(LONG FORM)**

The following five criteria are to be used with the appropriate indicators. The evaluator will write a comment for each of the five criteria at least once annually. Any criterion checked "needs improvement" or "unsatisfactory" will be accompanied by a written comment. Signatures acknowledge discussion of the evaluation. Support personnel and evaluators may attach statements.

Support Person _____ School Year _____

Building _____ Assignment _____

Observation Dates and Times _____

OVERALL PROFESSIONAL APPRAISAL

- _____ Satisfactory (S)
- _____ Needs Improvement (NI)
- _____ Unsatisfactory (U)

_____ 1. **KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD.** Each support person demonstrates a depth and breadth of knowledge of theory and content in the special field. He/she demonstrates an understanding of and knowledge about common school education and the education milieu grades K-12 and the ability to integrate the area of specialty into the total school milieu.

COMMENTS:

_____ 2. **SPECIALIZED SKILLS.** Each support person demonstrates in his/her performance a competent level of skill and knowledge in designing and conducting specialized programs of prevention, instruction, remediation, and evaluation.

COMMENTS:

_____ 3. **MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT.** Each support person demonstrates an acceptable level of performance in managing and organizing the special materials, equipment and environment essential to the specialized programs.

COMMENTS:

_____ 4. **THE SUPPORT PERSON AS A PROFESSIONAL.** Each support person demonstrates an awareness of his/her limitations and strengths and demonstrates continued professional growth.

COMMENTS:

_____ 5. **INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND EDUCATIONAL PERSONNEL.** Each support person demonstrates an acceptable level of performance in offering specialized assistance in identifying those needing specialized programs.

COMMENTS:

SUMMARY COMMENTS:

Check here if a statement from the support person is attached.

I hereby acknowledge this evaluation has been discussed with me and I am aware of its contents.

Date _____ Support Person _____

Date _____ Evaluator _____

DISTRIBUTION: *Personnel File, Employee, Evaluator*

APPENDIX A-4

SELAH SCHOOL DISTRICT
OBSERVATION FORM
Support Personnel

Support Personnel _____ Assignment _____

Date/Time _____ Location _____

Type of Observation: _____ Formal _____ Informal

KNOWLEDGE AND SCHOLARSHIP IN SPECIAL FIELD **Comments**

<p>a) Assesses and evaluates students' needs to provide specific instruction/intervention. b) Provides rationale for procedures and processes used in area of specialty.</p>	
--	--

SPECIALIZED SKILLS **Comments**

<p>a) Identifies appropriate goals and objectives based on student data. b) Utilizes a variety of strategies/techniques to meet student needs. c) Initiates and participates in the identification and referral of students in need of specialized services. d) Assesses achievement of goals and objectives established for students and modifies interventions/ program delivery. e) Assists and guides other professionals in developing appropriate programs/accommodations for individual students. f) Assists parents in developing appropriate expectations/accommodations for their children. g) Provides assistance to students in dealing with educational, personal, and social problems that may be inhibiting their ability to learn. h) Presents information clearly and professionally in both oral and written forms. i) Demonstrates effective listening skills.</p>	
---	--

MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

Comments

<ul style="list-style-type: none"> a) Delivers services in a variety of groupings, i.e. individual, small group or large group. b) Utilizes technology, materials, personnel, and other available resources to effectively meet student needs. c) Delivers clear instructions, explanations, and expectations. d) Plans for and supervises classified personnel, volunteers and/or student assistants assigned to the program. e) Creates and maintains a respectful, physically and emotionally safe environment. f) Maintains necessary student records as required by specialized field, law and District policy. g) Maintains confidentiality of communication and records. 	
--	--

THE SUPPORT PERSON AS A PROFESSIONAL

Comments

<ul style="list-style-type: none"> a) Seeks professional growth opportunities that increase operational skills, i. e. workshops, professional reading, conferences, and memberships in appropriate professional organizations. b) Attends appropriate school meetings. c) Demonstrates flexibility with changing conditions and unexpected situations. d) Uses results of self-assessment, feedback, and student performance to continue, modify or revise instruction, assessment and other work-related practices. e) Incorporates specific recommendations into future practice. 	
--	--

INVOLVEMENT IN ASSISTING STUDENTS, PARENTS, AND EDUCATIONAL PERSONNEL

Comments

<ul style="list-style-type: none"> a) Monitors behavior and provides clear, objective feedback to students. b) Responds to students fairly and consistently, treating them with respect while addressing the behavior. c) Uses a variety of prevention/intervention strategies to encourage appropriate behavior and facilitate habits of self-discipline. d) Consults and collaborates with parents, colleagues, support staff, and administrators to develop and implement student behavior plans, IEPs and 504 plans. e) Maintains student confidentiality. f) Enlists the assistance of counselors, assistant principal, principal, and other supportive personnel when appropriate. g) Consistently enforces school-wide rules and procedures. 	
--	--

SUMMARY

_____ Observer's Signature	_____ Date
_____ Support Personnel's Signature	_____ Date
I have received a copy of this report. My signature does not necessarily mean that I agree with it.	

APPENDIX A-5

**FOCUSED EVALUATION
OBSERVATION REPORT**

Teacher: _____ Position / Grade Level: _____

Evaluator: _____ Observation

Date: _____

Focused Criteria Selected (Check below)

- _____ 1. Centering instruction on high expectations for student achievement.
- _____ 2. Demonstrating effective teaching practices.
- _____ 3. Recognizing individual student learning
- _____ 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 the school community
- _____ 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

Evaluator's Observation Comments:

Observe/Observation shall mean the gathering of evidence made through classroom or worksite visits, or other visits, work samples, or conversations that allow for the gathering of evidence of the performance of assigned duties for the purpose of examining evidence over time in relation to the negotiated instructional framework.

Evaluator's Recommendations for Employee's Professional Growth on the Selected Criterion:

(Refer to rubric for Selected Focused Criterion, Appendix A-1 Danielson Framework for Teaching)

Date: _____

Evaluator: _____

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

Date: _____ Employee: _____

The employee may add written comments in response to the information on this form.

APPENDIX A-6

**FOCUSED EVALUATION
FINAL SUMMATIVE EVALUATION REPORT**

Teacher: _____ **Position / Grade Level:** _____

Evaluator: _____

Focused Criteria Selected (Check below)

- _____ 1. Centering instruction on high expectations for student achievement.
- _____ 2. Demonstrating effective teaching practices.
- _____ 3. Recognizing individual student learning
- _____ 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 the school community
- _____ 8. Exhibiting collaborative and collegial practices focused on improving instructional practice and student learning.

****Evaluator/Teacher: Refer to Appendix A-1, Danielson Framework for Teaching Rubrics by Washington State Criteria for the selected Criterion, (and Student Growth Components indicated **below** if Criteria 1,2,4,5,or 7 were selected) for observations, evaluative conferences, review of artifacts and evidence, and discussions regarding professional growth for Focused Evaluation*

Student Growth Components Selected if Criterion 1, 2, 4, 5, or 7 is chosen:

_____ Criterion 3 _____ Criterion 6

Focused Evaluation Scoring:

The summative score is determined using the most recent Comprehensive summative evaluation score. This score becomes the Focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a Level 4 – Distinguished score may be awarded by the evaluator. (Refer to Article IV, Section 3.5- Focused Evaluation)

Date of most recent Comprehensive Evaluation: _____

Check one:

Score from most recent Comprehensive Evaluation- **Circle one** **3** **4**

OR

Evidence of exemplary practice– Distinguished score awarded **4**

Evaluator Comments:

Based on my judgment regarding this employee’s performance on the Focused Evaluation, there is a potential for the employee to be assigned to the Comprehensive Evaluation Process for the next school year. This determination will be made on or before October 31 unless the teacher and evaluator mutually agree to extend this timeline.

Date: _____ Evaluator: _____

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

Date: _____ Employee: _____
The employee may add written comments in response to the information on this form.

APPENDIX B

Grievance Filing Form

To:

Name:

Title:

Grievant's Name:

Date:

Address:

Home Phone:

School Phone:

Position (or Title):

1. Consistent with the procedure for processing grievances, I have taken the following actions:

Step 1:

Step 2:

2. The nature of my grievance is:

3. Sections of the Agreement violated:

4. The relief I am seeking is:

Signature: _____

Date: _____

APPENDIX C

The District reserves the right to determine if a co-curricular position will be filled on a year-to-year basis. The District will notify the Association Executive Secretary of any co-curricular certificated positions not included in these schedules and amounts of each stipend to be paid.

EXTENDED DAYS PAID AT PER DIEM EQUALLY OVER 12 MONTHS

*The provisions for Special Education extended days are contained in Article IV, Section 3 Workday

*The hours/days worked for the School Nurse position is submitted by green sheet given extended days are worked during summer months.

Career and Technical Education (CTE)	A minimum of 105 days will be distributed among CTE staff based on percentage of FTE dedicated to CTE programs with an annual written agreement with the Association regarding how these days will be distributed.
Counselors Elementary/Middle School	10 days
Counselors High School	12 days
Librarians	4 days for one school 2 additional days for each additional school
Occupational Therapist	10 days
Psychologist	10 days
*School Nurse	10 days
Speech Language Pathologist	10 days

**CURRICULAR STIPENDS PAID AT % OF BASE SALARY SCHEDULE
EQUALLY OVER 12 MONTHS**

Knowledge Bowl and Apple Bowl Advisor	2.51%
SHS Math Competition Advisor	1.66%
SHS Stage Tech – Drama	4.18%
Selah Academy Annual	1.24%
SHS Senior Class Advisor	10%
SHS School Store	13.4%
SIS Band	2.51%
SMS Band/Choir (6-7)	4.18%
SHS Chorus (& stage tech)	10%
SMS/SHS Band Director (8-12)	15%
Highly Capable Coordinator	7.1%
Homeroom Liaison Data Coordinator	7.1%
JCP Building Learning Coordinator	10.1%
SIS Building Learning Coordinator	10.1%
SMS Building Learning Coordinator	10.1%
SHS Building Learning Coordinator	10.1%
JCP Building Leadership Team	1.2%
SIS Building Leadership Team	1.2%
SMS Building Leadership Team	1.2%
SHS Building Leadership Team	1.2%
JCP Building Technology Coordinator	1.8%
SIS Building Technology Coordinator	1.8%
SMS Building Technology Coordinator	1.8%
SHS Building Technology Coordinator	1.8%
SMS Mid-Valley Science	.9%
SMS Mid-Valley Math	.9%
SMS Mid-Valley Art	.9%
SMS Mid-Valley Spelling	.9%

APPENDIX D
2022-23 SALARY SCHEDULE

10 Clock Hours = 1 Credit

EXPERIENCE	BA+0	BA+15	BA+30	BA+45	BA+90	BA+135 Grandfathered	MA+0	MA+45	MA+90 & PhD
0	52,994 1.00000	54,425 1.02701	55,908 1.05499	57,394 1.08304	62,163 1.17303	65,235 1.23099	63,535 1.19891	68,304 1.28891	71,379 1.34693
1	53,707 1.01346	55,158 1.04084	56,660 1.06918	58,211 1.09846	63,030 1.18939	66,085 1.24704	64,241 1.21224	69,060 1.30317	72,113 1.36079
2	54,386 1.02628	55,852 1.05393	57,369 1.08257	59,041 1.11411	63,846 1.20478	66,933 1.26303	64,952 1.22566	69,757 1.31632	72,844 1.37458
3	55,087 1.03950	56,566 1.06741	58,100 1.09636	59,825 1.12890	64,621 1.21940	67,782 1.27905	65,626 1.23838	70,419 1.32881	73,582 1.38850
4	55,774 1.05246	57,318 1.08160	58,861 1.11072	60,645 1.14439	65,469 1.23542	68,654 1.29551	66,333 1.25171	71,157 1.34274	74,343 1.40286
5	56,483 1.06585	58,035 1.09513	59,594 1.12454	61,477 1.16008	66,283 1.25077	69,531 1.31206	67,051 1.26526	71,859 1.35599	75,107 1.41728
6	58,293 1.1	58,730 1.10825	60,342 1.13866	62,319 1.17597	67,102 1.26623	70,368 1.32785	67,787 1.27915	72,571 1.36942	75,834 1.43100
7		60,034 1.13286	61,667 1.16367	63,752 1.20301	68,606 1.29461	71,962 1.35793	69,166 1.30517	74,018 1.39673	77,375 1.46008
8		61,994 1.16984	63,666 1.20138	65,923 1.24398	70,843 1.33681	74,322 1.40246	71,335 1.34610	76,256 1.43896	79,733 1.50458
9		64,024 1.20814	65,778 1.24125	68,117 1.28538	73,151 1.38038	76,749 1.44826	73,527 1.38747	78,565 1.48253	82,162 1.55041
10			67,916 1.28158	70,424 1.32891	75,525 1.42517	79,243 1.49532	75,836 1.43104	80,939 1.52733	84,654 1.59744
11				72,798 1.37371	78,010 1.47207	81,802 1.54362	78,210 1.47584	83,424 1.57423	87,214 1.64574
12				75,096 1.41708	80,563 1.52023	84,467 1.59391	80,678 1.52240	85,975 1.62236	89,881 1.69607
13					83,177 1.56956	87,198 1.64544	83,232 1.57060	88,589 1.67169	92,610 1.74756
14					85,804 1.61913	90,031 1.69890	85,861 1.62022	91,388 1.72451	95,444 1.80105
15					88,036 1.66126	92,373 1.74310	88,093 1.66233	93,764 1.76934	97,926 1.84788
16					89,796	94,220	89,855	95,639	99,884
					Longevity Step \$1,500	1,500	1,500	1,500	1,500
					91,296 1.69447	95,720 1.77794	91,355 1.69557	97,139 1.80472	101,384 1.88482

APPENDIX D
2022-23 SALARY SCHEDULE

Add 5.5% (IPD) to the salary schedule beginning in the 2022-2023 school year. The longevity bonus will be no less than \$1,500.00 for employees with 16 or more years of experience and is considered supplemental salary. Any amount that exceeds the state set maximum base salary will be added to the longevity bonus amount for employees on that cell of the salary schedule.

Any amount that exceeds the state set maximum base salary will be provided in a supplemental enrichment contract in recognition of ongoing professional learning activities.

Appendix E

What Does “Just Cause” Mean?

The concept of “just cause, referenced in Article III, Section 5. Due Process requires that there be fundamental fairness in decisions related to the discipline and discharge of employees. Arbitrators often turn to the Seven Tests of Just Cause, generally phrased as follows:

1. Notice: Did the District give the employee forewarning of the possible consequences of the employee’s conduct?
2. Reasonable Rule or Order: Is the District’s rule, or the supervisor’s order reasonable for the orderly, efficient or safe operation of the District?
3. Investigation: Prior to discipline, did the District make an effort to determine if the employee violated or disobeyed the rule or order?
4. Fair Investigation: Was the investigation conducted fairly and objectively?
5. Proof: Did the person making the decision about the employee’s conduct obtain sufficient evidence to substantiate the decision?
6. Equal Treatment: Has the District applied its rules and penalties even-handedly?
7. Penalty: Was the discipline reasonably related to the seriousness of the offense and the employee’s past record?

These tests are printed here for the education of employees and supervisors, and not as a limitation on the rights of the Association, District or employees in any particular case.

Memorandum of Understanding
Between The Selah Education Association
And
The Selah School District

This Agreement is entered into by the parties, the Selah Education Association and the Selah School District, regarding changes in legislation concerning student discipline within the school system.

The District and Association agree to establish a Collaborative Student Discipline Committee for the 2019-20 school year to review the current RCWs and WACs regarding student discipline and to recommend building procedures and processes in compliance with law. The District shall appoint up to four (4) District representatives and the Association shall appoint up to four (4) Association representatives to serve on this committee.

The committee shall meet a minimum of four (4) times during the school year. The District and Association will each appoint a facilitator from among the representatives. The District and Association will mutually agree to any outside experts/entities that may be included in these meetings. The Association representatives shall be paid a stipend of three hundred dollars (\$300.00) for fulfilling responsibilities of serving on the committee.

The committee will provide a written summary of its findings and recommendations to the District and Association on or before May 1, 2020.

For Selah EA: _____ Date: _____
Michelle Kerslake, President

For Selah School District: _____ Date: _____
Shane Backlund, Superintendent

MOA COVID-19 LEAVE

Whereas, the District and SEA, in this state of emergency and during the pandemic, agree that the employees affected by this pandemic are in need of relief and assistance to aid in their personal sick leave as guaranteed by contract.

COVID Leave

Employees who are diagnosed with COVID-19: who are required to quarantine, for any reason, by the local health district, a doctor and/or nurse, positive clinic test results, shall have access up to two (2) days of paid leave, not to be deducted from sick or personal leave. Proof of positive test results (email is acceptable) must be verified by a school district designee, and must be provided by a local health district, clinic, doctor, or testing by District staff with confirmed positive results. Home tests are not acceptable.

If an employee has depleted their sick leave and has had to use unpaid leave due to COVID-19 in addition to the (2) COVID-19 leave days being provided, they will be approved and able to use donated (shared) leave with a note from a doctor stating that it was an extraordinary or severe illness. This MOA only pertains to the loss of days due to COVID-19 from September 26th, 2022 until August 31st, 2023.

Duration

This MOA shall remain in effect from September 26th, 2022 until August 31, 2023.

** Signed as part of negotiations