

GRIFFIN
EDUCATION
ASSOCIATION

2023-2024
CONTRACT

Board Approved:

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ARTICLE I: AGREEMENT CONDITIONS

Preamble

This Agreement is principally by and between the Griffin School District No. 324, hereinafter called the "District", and Griffin Education Association, hereinafter called the "Association". However, the Parties to this Agreement are as follows: the Association, the District, the Board of Directors of the Griffin School District No. 324, hereinafter referred to as the "Board", supervisory, certificated personnel or their designee of the District, hereinafter referred to as the "Administration", and the non-supervisory, teaching certificated personnel, who hold valid contracts with the District, hereinafter referred to as "Employees".

Recognition

The Board of Directors of the Griffin School District hereby recognizes the Griffin Education Association as having won the majority of votes cast by the certificated staff of this District. As such, the Griffin Education Association, in affiliation with the Washington Education Association and the National Education Association, shall be the exclusive representative of the non-supervisory, certificated personnel, including substitutes with more than 20 days of continuous placement in the same teaching assignment and as required by law, who are employed or who will be employed by the Board.

The Association recognizes the Board as the elected representatives of the citizens of the Griffin School District and as employers and final determinators of all policies in effect within the District except as amended by this Agreement.

Conformity to Law

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Washington. If any provision of this Agreement, or any application of this Agreement to any Employee or group of Employees covered 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.

If any provision of this Agreement is so held to be contrary to the law, the Parties shall commence negotiation on said provision within thirty (30) days of discovery.

Agreement Administration

An association representative(s) may meet with the Superintendent or his/her designee upon the written request of the Association. Such meetings will be held outside normal working hours. The written request from the Association to the Superintendent will itemize the reasons for the meeting. Written requests for a meeting by the Superintendent, also stating the reasons for the meeting, will be made to the President of the Association.

Mutually convenient meeting time and place shall be arranged within fifteen (15) days of the date of receipt by either party. It is mutually understood that these meetings are not intended to bypass normal administrative channels, the negotiations or grievance procedures.

Printing -- Distribution of Agreement

Within thirty (30) days following the ratification and signing of this Agreement by the Parties, the District shall email copies of this Agreement to each certificated Employee, post it to the District's staff portal and all members may print a "hard copy" at the District's expense.

Management Rights

All rights, powers and authority of the District are retained by the Board and its delegated management personnel.

No Strike -- No Lock-out

The Association agrees that during the term of this Agreement, it will not cause or encourage its members to engage in any strike or other work slow-down or stoppage. The District agrees it will not lock out its Employees.

Complete Agreement

This written Agreement is the entire Agreement between the Parties and no oral or written statement may add to, subtract from or modify it.

This Agreement shall supersede all written or oral rules, regulations, policies, resolutions, or practices of the Employer which shall be contrary to, or inconsistent with, its terms.

ARTICLE II: ASSOCIATION RIGHTS AND RESPONSIBILITIES

Access

Duly elected officers of the Association shall be permitted to transact official Association business on school property at any reasonable time, provided it does not interrupt District-scheduled events. All costs attributable to utilization of the facilities will be paid by the Association as per District policy. It is the responsibility of the above-mentioned Association representatives to obtain approval from Administration prior to using a building or facility.

New Hires and Member Meetings

The Association shall have at least thirty (30) minutes of time at new hire orientation and on the first working day of each school year to meet with new hires and Association members. The district will notify the Association of all new hires hired after the first day of school and will provide thirty minutes of paid time with such employees within their first five (5) days contracted work days.

Equipment and Facilities Use

The Association may use school equipment, including typewriters, copy machines, and audio-visual equipment normally available to Employees, at all reasonable times after school hours, provided that such equipment shall not be removed from the school property. Nothing in this paragraph is to authorize the use of the equipment by the Association or individual members of the Association for personal gain. The Administration will be notified of the use of school equipment. Materials produced on school equipment shall be limited to internal Association communications. The Association shall reimburse the District for any reasonable costs and supplies, including the cost of any repairs or damages to equipment which are shown to be the result of the Association abuse or misuse.

Membership Communications

The Association shall have the right to use the District's Employee mailboxes and electronic mail system for communications purposes that are lawful and consistent with district policies and procedures.

The Association may post notices of activities and matters of Association on the designated Employee bulletin boards, one of which shall be provided in the faculty lounge(s), provided that such notices are labeled as Association materials.

Availability of Information

The District shall make available to the Association, upon request, information which is public record and which will assist the Association in carrying out its responsibility as a representative of the Employees.

Payroll Deductions

All salaries are subject to payroll deductions for: (1) State teachers or State employment retirement systems, (2) Federal withholding tax, (3) FICA, (4) absence not provided for by leaves (computed at a per diem based on the teacher's annual salary for each day's absence).

The following deductions may be made if authorized by the individual:

1. Additional withholding tax,
2. Approved medical plans,
3. Salary insurance,
4. Tax-sheltered annuities,
5. Payments to credit unions operated for benefit of public employees,
6. Other District-approved insurance programs,
7. Association dues,
8. WEA-PAC and NEA FCPE
9. Deferred compensation

Association Dues

The Association which is the legally recognized exclusive bargaining representative of the employee as described in the "Recognition" clause of the Collective Bargaining Agreement shall have the right to payroll deduction of membership dues, assessments and fees for employees represented by this bargaining agreement.

The dues deduction form and authorization shall remain in effect from year to year unless the employee informs the Washington Education Association in writing of the desire to withdraw or change membership status. In the event an Association member is granted a leave of absence without pay, the authorization shall be temporarily suspended, and reactivated upon the employees return to work following the leave of absence.

Payroll Practices

From September through August pay warrants shall be made available on the last business day of the month. The above practices will continue unless modified by Legislative action.

Employee pay or basic salary shall be made in twelve (12) monthly installments of 1/12th each.

Employee Responsibilities

The Employee shall care for instructional materials and equipment and shall promptly report damage, loss, theft of equipment, furniture or fixtures to the Superintendent.

It shall be the responsibility of the Employee to follow the prescribed courses of study and to enforce the rules and regulations of the District, the State Superintendent of Public Instruction and the State Board of Education, maintaining and rendering the appropriate records and reports.

Employees shall have the right, and it shall be their duty, to direct and control within reasonable limits the studies of their pupils, taking into consideration individual differences among pupils; provided, that all pupils shall receive instructions in such prescribed courses of study as are required by law and regulation.

Employees shall be responsible for evaluation of each pupil's educational growth and development and for making periodic reports to parents or guardians and to the Superintendent.

District-Approved Classes

District approved classes shall be defined as follows:

1. Courses will be from an institution of higher learning accredited by the State of Washington.
2. Courses not directly applicable to 5th year Standard Certificate or to a Master's Degree with a major concentration in education must have a demonstrable relationship to the enhancement of the teaching curriculum of the applicant at the time the course is taken.

District Tuition Reimbursement

The District will pay up to a maximum of \$1,500 for any contract year for the cost of tuition or fees for any District-approved class(es) taken for credit, clock hours and/or National Board Certification including a Masters' Degree.

All requests for District-approved class credit shall be submitted and approved prior to the coursework. In the event the Superintendent denies the application, his/her decision may be appealed directly to the Board for reconsideration at its next regularly scheduled meeting. Decisions of the Board are final.

Employees will be reimbursed for documented tuition-related expenses including books and materials.

Upon the employee's request, the District's share of tuition or fees can be paid directly to the employee for advanced tuition or pre-registration. The employee shall complete the approved class or reimburse the district in full. Completion shall be shown by credit or clock hour documents from the school or institution from which the coursework was taken. Such documents shall become part of the Employee's personnel file.

The reimbursement will not cover the costs of transportation.

National Board Certification

Employees who are enrolled in the National Board Certification Program will be given two (2) days of professional development per year release time to complete program requirements.

Public Information Requests

The District shall notify the Association immediately upon receipt of any request for information on individual bargaining unit members, the unit in whole, or any position thereof. The District shall provide a copy of the request to the Association president, and a written declaration of its intentions with regard to the provision of information including the specific information to be provided and the timeline in which said materials will be made available to the requesting party. The requesting party shall be identified.

ARTICLE III: EMPLOYEE RIGHTS AND RESPONSIBILITIES

Individual Rights

The District as a recipient of public funds is committed to undertake affirmative action which will make effective equal employment opportunities for Employees and applicants for certificated employment.

Such affirmative action shall include a review of programs, the setting of goals, and the implementation of corrective employment procedures to increase the ratio of aged, handicapped, ethnic minorities, and women who are under-represented in the job classifications in relationship to the availability of such persons having requisite qualifications. Such affirmative action shall also include recruitment, selection, training, education and other programs.

The personnel procedures to be followed by the Administration of the District shall ensure no such procedures discriminate against any individual. Reasonable steps will be taken to promote employment opportunities of those classes that are recognized as protected groups -- aged, handicapped, ethnic minorities and women.

The District shall ensure that all applicants and staff are considered on the basis of bona fide job-related qualifications. The purpose of the affirmative action plan is to actively include persons of under-utilized classes in the employment process, not to exclude others from it. The District shall continue to emphasize in all recruitment contracts that nondiscrimination is a basic element in the District's personnel administration.

Employees will not be discriminated against with respect to hours, wages, or terms and conditions of employment by reason of his/her membership and activity in the Association or his/her institution of any grievance, complaint or proceeding under this Agreement. The provisions of this Agreement shall be applied without regard to race, creed, religion, domicile, color, national origin, age, sex, sexual orientation, marital status, the presence of any sensory, mental or physical handicap, and without regard to an individual's membership status in the Association.

Employees will be entitled to full rights of citizenship. Religious or political activities and the private and personal life of the employee will not be grounds for disciplinary action unless the District shows just and sufficient cause that such activities or private and personal life are harmful to the education program or adversely impact the performance of assigned duties.

Individual Contracts

The District shall provide each Employee a contract in conformity with Washington State Law, the State Board of Education regulations, and this Agreement. Individual contracts for Employees of the District, if issued prior to the completion of negotiations, shall contain a rider allowing adjustments as per the negotiated Agreement.

Personnel Files

All contents of complete personnel files shall be kept within the district office. No other personnel file shall be kept by the District. Access to personnel files by others is pursuant to state law.

Employees shall have the right to inspect all contents of their complete personnel file kept within the District office. Upon request, a copy of any document contained therein shall be given to the Employee.

An Employee will have the right to comment on any materials placed in the personnel file and to have such comments attached to the material in question.

Derogatory information which results in written warnings and/or reprimands will be entered into an Employee's file under the following conditions: a) the Employee will be notified, in writing, that such information has been placed in the file, b) the Employee will be provided an opportunity to challenge the accuracy or appropriateness of such information, c) the Employee will be provided an opportunity to enter a written statement of clarification or explanation of such information.

Written warnings and/or reprimands and attached derogatory information will be removed after three (3) years provided no additional warnings and/or reprimands have been placed in the file during the three years. This provision does not apply to the Evaluation Report.

Processed grievances shall not be entered into the Employee's personnel file.

Classroom Visitation

All visitors to the school and/or classroom shall, as far as practical, obtain the approval of the Principal and if the visit is to a classroom, the time will be arranged after the Principal as conferred with the Employee involved.

The District will attempt to afford an opportunity for the Employee involved to confer with the classroom visitor before and/or after the visitation. All unannounced visitors shall be reported by the Employee to the Principal's office. Visits to a classroom during the school day shall not be a time for parent-teacher conferences.

The maximum number of visitors to a classroom at any one time shall be determined by the Principal after consultation with the Employee involved.

Student Discipline

1. In the maintenance of a sound-learning environment, the District shall expect acceptable behavior on the part of all students who attend school in the District. Employees shall maintain good order and discipline in their classrooms at all times.

Discipline shall be enforced fairly and consistently. The Board and the Administration shall support and uphold Employees in their efforts to maintain discipline in the District, and shall give immediate response to all Employee requests regarding discipline problems providing the Employee has followed established District policy. The Board and the Administration agree to follow the Student Handbook on Discipline. Beginning in 2020/2021 the District and Association shall convene a student support and discipline committee, which shall review and revise the Student Handbook, create a district-wide reporting and recording system for student discipline data, and establish common expectations and responses for tier 2 and tier 3 behavioral interventions. The committee will be tasked with defining criteria through which students will be assigned the designation of Exceptional Student for Behavior Challenges.

In addition, the committee shall identify appropriate professional development for student discipline and support. This committee shall be made up of equal numbers of district and association appointed members. This committee will meet in the fall of 2020 in order to establish behavioral policies for the remainder of the 2020/2021 school year by October 31. By June 1st of 2021, and by June 1st of each year thereafter, the committee will convene in order to review current policies and make any necessary changes for the following school year. If the committee meets outside of the contracted work day or year, employees will be compensated at the appropriate per diem rate.

2. At least once each year, the building principal shall provide instruction and/or information for all Employees concerning applicable federal, state and local laws as well as district rules, regulations, and procedures pertaining to student rights, teacher rights, due process, and the processing of student discipline. The building principal shall meet annually during a Professional Learning (LID) Day with staff members to review the disciplinary procedures and expected enforcement of procedures, and shall seek employees' input regarding the development of these policies and procedures.
3. Beginning in 2020, three funded professional learning days (RCW 28A.150.415) will have specific areas of focus. The focus area alternates between content described in RCW 28A.415.445 which is Social Emotional Learning and the other two days can be determined locally. Beginning in the 2021-22 and every other year forward, the district must provide one professional learning day on Cultural Competency Diversity Equity and

Inclusion (CCDEI training). Further guidance on these days will be published annually by OSPI.

4. A building administrator and/or designee shall ordinarily be available during the school day in order to provide assistance and support in discipline cases. Each principal shall designate a staff person to deal with emergencies when the principals are both absent. In the event that this designee is a bargaining unit member, the employee shall receive a stipend of \$20.00 per hour for each hour that they are acting as the designee. Each principal shall have an appropriate plan in place to deal with emergencies when neither are present or available. Plans will be developed and shared with GEA members prior to each new school year. Plans will be revised as needed throughout the year and revisions will be developed and shared with GEA members. This process shall be collaborative.
5. A student may be removed immediately from a class, subject, or activity by a teacher and sent to the building principal or other designated school authority provided the teacher has good and sufficient reason to believe the student's presence poses an immediate and continuing danger to the student, other students, or school personnel, or an immediate and continuing threat of substantial disruption of the class, subject, activity, or educational process of the student's school. Under no circumstances will the student be returned during the balance of that class or activity without the consent of the teacher. Before such a student is returned to class, an intervention plan will be designed outside of class time by the teacher and the principal and, when appropriate, the student. The intervention plan will be put into writing within 48 hours, and before the student returns to class. It is understood that for Special Education students, the Individualized Education Program (I.E.P.) will be considered when making the intervention plan. This plan will be communicated to the student's parent/ guardian by the principal or jointly by the teacher and principal at the sole discretion of the teacher.
6. Each Employee shall be promptly advised of any complaint made to the Administration regarding the Employee's discipline of students. The Employee shall be given the opportunity to present his or her version of the incident and to meet with the complaining party in the event that a conference with the complaining party is arranged. Such matters shall be handled in accordance with the "Due Process" provision of this Agreement.

In case of extraordinary misconduct or insubordination, when the Employee deems it necessary, he or she may recommend to the Principal a pupil's suspension or expulsion from school.

7. ~~When the decision is made to go from online learning to face to face in any format, the District will reopen negotiations concerning assigning a PBIS trained staff member to a student support room in which students may be sent to or elect to utilize the opportunity to reflect and learn about their behavior needs and the intervention plan created by the principal and teacher.~~

The district will work with the GEA to further develop/review discipline systems which include restorative practices, de-escalation strategies, tiered supports, and PBIS. Administration will continue to work with the two school counselors to develop and implement tiered behavior systems. The updated policies and procedures will be presented at the District led Professional Learning Day prior to the start of 2023-2024 school year and reviewed each year after.

School Safety/Security

A crisis plan will be developed by the District. The crisis plan must be in print and a copy provided to each staff member at a review and information session at the beginning of each school year, not later than October 1st.

Employee Protection

The District agrees to provide for every Employee covered by and during the terms of this Agreement liability insurance in the amount of not less than \$100,000 in case of a suit arising from or in the performance of duties. This coverage shall apply for any Employee on or off District premises, provided such Employee at the time of the act or omission was involved in an authorized school-related activity.

The District shall maintain such coverage in the District's liability policy as is necessary to insure that the insuring company waives all rights of recovery from any certificated Employee any money paid on behalf of the District and/or its Employees.

Whenever an Employee is absent from employment or unable to perform currently contracted duties as a result of assault sustained in the course of employment, such absence will not be charged to accumulated sick leave.

Whenever an Employee is absent from employment and unable to perform duties as a result of personal injury sustained in the course of employment, the district shall allow employees to supplement Workers' Compensation with accrued leave or take unpaid leave, at the employee's discretion. Additionally, employees shall be allowed to keep all compensation paid for by Workers' Compensation.

During the instructional year, an Employee's personal education property, used for educational purposes in the classroom, that is stolen, damaged or destroyed, shall be replaced or repaired by the District within the following limitations:

1. Such personal educational property must be properly registered with the Superintendent or designee. Registration shall include a description and an estimated value of the property.
2. Loss or damage to the property as a result of Employee negligence shall not be covered by this provision.
3. Personal property must be stored in areas designated by the Superintendent or designee.
4. District coverage of Employee's personal property shall not exceed the amount of the deductible of the Employee's personal property insurance, \$1,000 or the value of the property, whichever amount is the least.

Due Process

No Employee shall be disciplined without just cause. Progressive discipline steps shall include verbal warning, written warning, written reprimand, suspension without pay, and termination as a final and last resort.

The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitates the action. Disciplinary steps may be skipped when appropriate, depending on the nature of the issue.

Employees shall be notified by the District of any complaint or misconduct charge from District staff, students, patrons or others within two (2) working days of receipt of such complaint(s). The complainant must file said complaint, except as otherwise provided for by law, within fifteen (15) calendar days of knowledge of the alleged omission or commission upon which said complaint is based. In the event the timeline(s) above are not met, no disciplinary action nor record of the complaint shall be included in the affected employee's personnel file.

An Employee may, at his/her discretion, have a representative of the Association present during any meeting which the employee reasonably believes could result in disciplinary action. District administrators shall advise employees of their right to representation prior to conducting an investigatory or disciplinary meeting.

When a request for such representation is made, no action shall be taken with respect to the Employee until such representative of the Association is present. In cases where the health, safety and well-being of students, other Employees, or District patrons necessitate immediate action, the District will place the employee on administrative leave until an investigation can be completed.

It is agreed that all matters involving the disciplining of an Employee shall be subject to the grievance procedure contained in the Agreement, except matters relating to the substance of evaluation, discharge, probation and non-renewal, which shall be subject to appropriate statutes, regulations, and provisions of this Agreement.

Academic Freedom

The District and the Association believe that controversial issues are a part of the District's instructional program when related to subject matter in a given grade level of specific curricular field. Employees will use professional judgment in determining the appropriateness of the issue to the curriculum and the maturity of the students. All instructional activities shall comply with the District's instructional materials policy. Clearly questionable matters concerning the appropriateness of the issue to the curriculum and maturity of the students shall be referred to the Superintendent for consultation prior to presentation.

In the presentation of all controversial issues, the Employee shall make every effort to effect a balance of biases, divergent points of view, and afford opportunities for exploration by the students into all sides of the issue. The Employee's responsibility shall be to show objectivity in order that various sides of controversial issues are given. To carry out this responsibility the Employee shall be well informed in the areas being studied and present the issues in a manner by which the class perceives the objectives of the student and understands the issues involved and their implications.

In discussing controversial issues, the Employee shall encourage students to express their own views, assuring that it be done in a manner that gives due respect to one another's rights and opinions.

When discussing controversial issues, the Employee shall respect positions other than his or her own. Students shall be encouraged, after class discussions and independent inquiry, to reach their own conclusions regarding controversial issues.

No mechanical or electronic device, including but not limited to tape records and video recorders shall be used in any classroom for the purpose of evaluating instruction or teacher performance without the knowledge of the employee involved.

ARTICLE IV: GRIEVANCE PROCEDURE

Purpose

The purpose of Article IV is to provide for orderly and expeditious adjustment of grievance.

Definitions

1. A grievance is an alleged misrepresentation of, misapplication of, or violation of terms and/or provisions of this Agreement.
2. Grievant shall mean an individual, a group of individuals or the Association.

Applicability

The applicability of this grievance procedure to evaluation and probation shall be limited to the failure of the Principal to comply with the procedures for evaluation and probation set forth in this Agreement. Any grievance proceeding hereunder shall not limit or affect the authority of the District to proceed with probationary, non-renewal or discharge action pursuant to the requirements of state law.

Nothing contained herein shall be construed as limiting the right of any Employee having a complaint to discuss the matter with the Principal. Any such agreement shall be consistent with this contract.

Grievance Procedure

At all steps the grievant shall be entitled to be accompanied by the Association Representative if he/she so chooses.

STEP ONE: Principal

As it is most desirable for an Employee and the Principal to resolve problems through free and informal communications, the Employee and the Principal shall attempt to do so. However, should such informal process fail to satisfy the claimant, then a grievance may be processed through the succeeding steps. This procedure shall be initiated within fifteen (15) working days of the occurrence of the event giving rise to the grievance.

STEP TWO: Superintendent

The aggrieved Employee shall, within fifteen (15) working days of the date the Employee first opened discussion with the Principal, present the facts in writing to the Superintendent. The statement of the grievance shall contain:

1. The facts on which the grievance is based;
2. A reference to the specific provision(s) of this Agreement which have been allegedly violated; and
3. The remedy sought.

The Superintendent shall meet with the aggrieved Employee within ten (10) workdays of receipt of the written grievance. The purpose of this meeting shall be to affect a resolution of the grievance. The Superintendent shall provide a written decision, incorporating the reasons upon which the decision was based to the aggrieved Employee within ten (10) working days of the conclusion of the meeting.

STEP THREE: Board of Directors

If no satisfactory settlement is reached at Step Two, the grievance may be appealed to the School Board within ten (10) working days after receiving the Superintendent's written decision. Such appeal must be in writing and, in addition to the information contained in the grievance as outlined in Step One, the appeal must state the reason(s) the Superintendent's decision was not satisfactory. If the appeal is received by the Board at least ten (10) working days prior to a regularly scheduled Board meeting, the Board shall meet with the grievant to review such grievance in executive session at the next regularly scheduled Board meeting. If the appeal is received by the Board within four (4) or less working days prior to a regularly scheduled Board meeting, the Board, at its discretion, may: (1) meet with the grievant in executive session at the next regularly scheduled Board meeting; (2) meet with the grievant in executive session at the first subsequent regularly scheduled Board meeting to the next regularly scheduled Board meeting; or (3) call a special meeting of the Board at which the Board would meet with the grievant in executive session. The Board shall provide a written decision to the grievant within five (5) working days of the conclusion of the meeting.

STEP FOUR: Arbitration

If no satisfactory settlement is reached at Step Three or the grievance is not withdrawn, the grievant may request the Association to submit within fifteen (15) working days of receipt of the Step Three decision that the grievance proceed to final and binding arbitration. Such arbitration shall be conducted by an arbitrator selected by the grievant and the District and shall be conducted under the rules of the American Arbitration Association.

During the arbitration under this step, neither the District nor the grievant will be permitted to assert any grounds or evidence not previously disclosed to the other party.

Each party shall pay any compensation and expenses related to its own witnesses or representatives.

The District and the Association shall share the compensation of the arbitrator, including necessary expenses.

The total cost of the stenographic record, if requested, will be paid by the party requesting it. If both parties request a copy, each shall pay one-half of the costs.

The arbitrator shall be without power or authority to add to, subtract from or alter any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall have no power or authority to rule on any of the following: (1) the termination of services or failure to reemploy any provisional Employee, (2) the termination of or failure to reemploy any Employee to a position on the supplemental salary schedule, (3) any matter involving Employee evaluation, provided the evaluation procedure shall be subject to the arbitrator's review, and (4) any matter involving Employee probation procedures, discharge, non-renewal, adverse effect or reduction-in-force.

Time Limits

Time limits provided in this procedure may be extended when agreed to in writing by the District and the grievant. Failure on the part of the District at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. 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 District's answer at the previous step.

Reprisals

No reprisal of any kind will be taken by any party against any party because of participation in a grievance. The Board and Administration will cooperate with the Association in its investigation of any grievance.

ARTICLE V: EVALUATION

General Provisions

During a school year all employees shall be observed, for the purpose of evaluation in accordance with the procedures and criteria set forth herein. The evaluation process is intended to contribute to the professional growth of all employees. Employees are subject to evaluation in their total assignment.

Section 1 - Evaluation System Preamble

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

1. The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction.
2. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth.

3. Within the selected instructional framework teachers will be allowed to exercise their professional judgment and will be evaluated on their own practice, skills, and knowledge.
4. An evaluation system should be grounded in trust and respect by all parties through the use of objective standards and by minimizing subjectivity.
5. All disputes concerning the content and procedures of the evaluation shall be subject to due process protections and the grievance procedure.

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

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:

“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 or her performance.”

Section 2 – Definitions and Notes

- **Criteria** shall mean the eight (8) state defined categories to be scored.
- **Component** shall mean the sub-section of each criterion.
- **Evaluator** shall mean a certificated administrator who has been trained and certified by an accredited institution of higher learning in observation and evaluation techniques (including but not limited to certification in “inter-rater reliability techniques”), and in the use of the specific instructional framework and rubrics contained in this agreement.
- **Artifacts** shall mean any products generated, developed, or used by a certificated teacher.
- **Evidence** shall mean examples or observable practices of the teacher’s ability and skill in relation to the instructional framework rubric. Evidence collection is a sampling of data to inform decisions about level of performance, should be gathered from the normal course of employment, and is not intended to mirror a Pro-Teach or National Boards portfolio. Input from parents or anonymous sources shall not be used as evidence in an evaluation. Student input may be used as evidence in an evaluation only if it is gathered by observing students during the course of a teacher observation.
- **Student Growth Data** shall be selected by the teacher and shall mean the change in student achievement between two points in time within the current school year. Assessments used to demonstrate such growth shall primarily be classroom-based and shall be initiated by the classroom teacher. Assessments used to demonstrate growth must be appropriate, relevant, and may include both formative and summative measures.
- **Not Satisfactory** shall mean:
 - Level 1: Unsatisfactory – Receiving a summative score of 1 is not considered satisfactory performance for all teachers.
 - Level 2: Basic – If the classroom teacher on a continuing contract with more than five years of teaching experience receives a summative score of two (2) two years in

a row, or two years within a consecutive three-year period, the teacher is not considered to be performing at a satisfactory level.

- **Teacher** shall mean any certificated staff member who spends more than fifty (50) percent of his or her school day providing academically-focused instruction and grades for students, and whose duties are consistent with the state criteria for teachers and the district's framework and rubrics.
- **School Day**, as it applies only to the evaluation of teachers, shall mean any day in which the majority of students are engaged in academically-focused learning activities.

Section 3 – State Criteria, Framework, and Scoring

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

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

The parties have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The complete instructional framework is included in Appendix P.

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

Criterion Performance Scoring

Each rating will be assigned the following numeric values:

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

When there is more than one (1) component, if a 4 (Distinguished) is scored, the overall criterion score cannot be lower than 2 (Basic). When there are two (2) components to a criterion, the average of the two scores will be the final criterion score. When there are three (3), five (5), or seven (7) components to a criterion, the median score will be the final criterion score. When there are four (4) or six (6) components to a criterion, the average of the two (2) median scores will be the final criterion score. When a final criterion score includes a fractional number (for example 2.3), all scores with fractionals below .5 will be rounded down, and all fractionals .5 or above will be rounded up. (For example, a score of 2.33 would receive a final criterion score of 2 and a score of 2.5 would receive a final criterion score of 3.)

Summative Performance Rating

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

- 8-14 points—Unsatisfactory
- 15-21 points—Basic

- 22-28 points—Proficient
- 29-32 points— Distinguished

Student Growth Criterion Score

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

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

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

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

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

- Triangulate student growth measure with other evidence (including observations, artifacts, and student-related evidence) and additional levels of student growth based on classroom, school, district and state-based tools;
- Examine extenuating circumstances possibly including: goal setting process/expectations, student attendance, and curriculum/assessment alignment;
- Schedule monthly conferences with the evaluator to discuss/revise goals, progress toward meeting goals, and best practices;
- Create and implement a professional development plan to address student growth areas.

Section 4 - Applicability

This evaluation system only applies to classroom teachers, specifically those with assigned group(s) of students who spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students, and whose duties are consistent with the state criteria for teachers and the district’s framework and rubrics.

The term “classroom teacher” does not include ESA’s, counselors, librarians, media specialists, TOSA’s, instructional coaches, curriculum specialists, or other bargaining unit members who do not spend more than fifty (50) percent of their workday providing academically focused instruction and grades for those students and whose duties are not consistent with the state criteria for teachers and the district’s framework and rubrics.

Such bargaining unit members shall continue to be evaluated under the evaluation system detailed elsewhere in this Agreement.

Notification - Every teacher shall be notified within two weeks from the start of the school year

of his or her evaluator and whether he or she will be evaluated using a Comprehensive or Focused evaluation.

Section 5 - General Evaluation Agreements

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

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

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

Security - All aspects of the evaluation procedure, including observations, shall be conducted openly and with the full knowledge of the teacher. Mechanical or electronic devices shall not be used to listen to or record the proceedings of any class without prior knowledge and consent of the teacher.

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

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

Section 6 - Professional Development

Prior to being evaluated the District shall provide professional development relevant to the framework and evaluation process. Each teacher shall receive adequate professional development to understand the framework and the evaluation process. Such professional development shall be provided as follows:

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

All classroom teachers, both provisional and continuing, shall be expected to participate in District-provided evaluation training that occurs during the contracted work day or at other dates and times, and at rates agreed to by the District and the Association. Such training shall be designed to provide the staff with the skills necessary to participate in the **new** evaluation system.

Section 7 - Provisional Teachers

- A. "Provisional Teachers" are those who are within their first three years of employment with the District, except for those who have at least two years of certificated employment with another school district in the state of Washington. Those with such experience shall be provisional only during their first year of employment with the District.
- B. All Provisional Teachers are subject to non-renewal of employment contract pursuant to RCW 28A.405.220.

- C. All Provisional Teachers in the third year of provisional status shall be observed at least three times in the performance of his or her duties and the total observation time for the school year shall not be less than (90) ninety minutes.
- D. All Provisional Teachers who are new to the profession and whose performance is determined to be Proficient (Level 3) or Distinguished (Level 4) by the end of their second year of employment in the District shall be removed from provisional status by the Superintendent.
- E. The Principal shall make at least one (1) observation for a total observation time of thirty (30) minutes within the first ninety (90) calendar days of employment of all Provisional Teachers.
- F. Before non-renewing a provisional teacher, the evaluator shall have made good faith efforts beyond the minimum requirements of the evaluation process to assist the teacher in making satisfactory progress toward remediating deficiencies. The efforts shall include:
 - A completed comprehensive evaluation conducted in accordance with the Procedures for Evaluation described in this section.
 - A specific and reasonable plan designed to assist the teacher in making satisfactory progress in improving his/her performance, including benchmarks defining desired performance, and indicators of benchmark achievement.
 - A description of the assistance and services the District will provide to the teacher to improve his/her performance;
 - Periodic reports to the teacher of the evaluator's judgment on the teacher's progress toward remediating deficiencies;
 - Written notice to the Association and teacher regarding the teacher's progress prior to March 1, or thirty (30) calendar days after the teacher began work on the plan, whichever is later.

Procedures for Evaluation

All classroom teachers shall be evaluated each school year by their principal. In the event that circumstances prevent the principal from performing an observation or an evaluation, his or her designee may do so with approval of the Superintendent. The principal or designee is referred to herein as the "evaluator" and shall meet the same qualifications as the definition of "evaluator" provided for in this Agreement.

If a teacher is assigned to two or more schools, s/he shall be able to choose his or her evaluator.

Within fifteen (15) school days of the beginning of the school year, or within fifteen (15) school days in the case of a late-filled teaching position, an administrator shall hold a general certificated staff meeting, or individual conferences, to review evaluative criteria and procedures including:

1. Each staff member's position or assignment and/or special administrative expectations.
2. The process the administrator shall follow in evaluating the classroom teacher.

Informal observations of less than thirty (30) minutes in duration, or a series of observations (two or more observations occurring within any ten (10) working days) may be utilized by the evaluator at his/her discretion provided the observation is of sufficient length to allow the evaluator to adequately assess the situation being observed and the teacher receives a copy of the record of each observation as compiled by the evaluator within three (3) days of the observation. If there is an area of concern noted in any such record, written

documentation of the observation must be provided to the teacher for that evidence to be used in the evaluation process.

Evidence used in evaluations may come from sites other than the classroom.

Information or data gathered during informal/drop-in/walkthrough visits to a teacher's classroom by his or her evaluator may be used as part of the evaluation when prior notice of such visits has been provided. Such notice must be verbally given to individual teachers no later than the previous school day.

Any time after an informal observation has been conducted a teacher may request a post-observation conference to discuss that observation.

Formal Observations - All teachers shall be observed at least twice in the performance of their assigned duties. Total observation time for each employee for each school year shall not be less than 60 minutes. Prior to each formal observation, the teacher and the evaluator shall mutually agree to the date, time and location for said observation.

Such formal observations will take place when the teacher is providing instruction to students.

Except in cases of emergencies or unforeseeable circumstances, formal observations shall not be scheduled less than four (4) weeks apart, except at the request of the teacher, in order to allow for conferencing and growth.

An evaluator's observation report shall only focus on the observations of activities discussed by the teacher and evaluator during the pre-observation conference. However, all aspects of the observation may be discussed in a post-observation conference. Teachers shall have the opportunity to provide unobserved evidence of having met certain criteria and goals.

Comprehensive Evaluations - All classroom teachers shall receive a comprehensive summative evaluation at least once every six (6) years. A comprehensive summative evaluation assesses all eight evaluation criteria and all criteria contribute to the comprehensive summative evaluation performance rating. See Appendix.

The following classroom teachers shall receive an annual comprehensive summative evaluation: Provisional Teachers and any classroom teacher who received a comprehensive summative evaluation performance rating of level 1 or level 2 in the previous school year.

Focused Evaluations - In the years when a comprehensive summative evaluation is not required, classroom teachers who received a comprehensive summative evaluation performance rating of Proficient (level 3) or above in the previous school year are required to complete a focused evaluation. A focused evaluation includes an assessment of one of the eight criteria selected for a performance rating plus professional growth activities specifically linked to the selected criteria. The summative score for the focused evaluation shall be the summative score from the most recent comprehensive evaluation, unless the employee earns a distinguished score, in which case the summative focused score shall be distinguished.

Teachers on focused evaluations shall have the option of selecting which one of the eight criteria will be assessed, plus the professional growth activities linked to that criterion. The

role of the evaluator shall be to either approve the proposed activities or suggest modifications to produce a jointly agreed upon activity or activities.

The selected criterion, however, must be approved by the teacher's evaluator and may have been identified in a previous comprehensive summative evaluation as benefiting from additional attention. A group of teachers may focus on the same evaluation criterion and share professional growth activities.

If the employee chooses criterion 1, 2, 4, 5, or 7, s/he must also complete the student growth components in either criterion 3 or criterion 6.

If the selected criterion for the focused evaluation has been determined to be non-observable, a classroom-based observation will not be required.

Teachers shall have the option of being evaluated as a member of a team or as an individual. The evaluator must assign a summative evaluation performance rating for the focused evaluation using the methodology adopted by the Superintendent of Public Instruction for the instructional framework being used.

A teacher may be transferred from a focused evaluation to a comprehensive summative evaluation at the request of the teacher or at the direction of the teacher's evaluator.

The request of the teacher must be received in writing prior to the start of the school year. The direction of the evaluator must be communicated during the prior year's final evaluation conference based on concerns related to one of the other evaluative criteria. That concern and that direction shall be shared with the teacher in writing at that time.

Classroom teachers shall be observed for the purposes of evaluation using the observation and evaluation steps listed below. No observations will occur during the week of Thanksgiving or the two school days prior to winter or spring breaks, unless otherwise mutually agreed upon by the teacher and evaluator.

Teacher Evaluation Process

Step 1: Teacher Self-Assessment – September/October

By the first **Wednesday in October** using the eVal system, each teacher reflects on his/her practice, marking where they see their **current performance**. You may choose either to self-evaluate using the 8 criteria or the Danielson framework. This is a personal reflection of practice and the teacher has the option of sharing or not sharing the results with the evaluator. This self-assessment serves as a tool for the goal setting conference.

Step 2: Goal Setting Conference – to occur on or before the last working day in November.

The *Goal Setting Conference Form(s)* and *Student Growth Goal Form* must be completed in eVal by the **second Wednesday in October** and made visible to the evaluator prior to the goal setting conference.

Each teacher on a Focus Review combines his/her self-assessment with district and/or building initiatives and selects one of the eight (8) criteria as the goal for the year. If a teacher chooses criteria 1, 2, 4, 5, or 7 then the teacher must also choose a student growth goal (3, 6, 8) that is

specifically linked to the selected criteria. Teachers on a Comprehensive Review will create a goal for each of the four Danielson domains and also determine a measurable student growth goal (3, 6, or 8)..

The evaluator reviews the *Goals Setting Conference Document(s)* and *Student Growth Goal Form* in advance of the conference date and a conference date shall be determined.

Step 3-5 will be scheduled by the evaluator between October and April after the Goal Setting Conference has occurred.

Step 3: Pre-Observation

- a. For formal observation, the teacher completes the *Pre-Observation Form* and makes it visible on eVal to the evaluator prior to the scheduled pre-observation conference. The evaluator reviews the Pre-Observation information in advance of the pre-observation conference.
- b. The teacher and evaluator meet and discuss the lesson and identify any specific areas of focus and establish a date for the formal observation. (The goals may be referenced, if applicable).

Step 4: Observation

The evaluator conducts the observation of practice within three working days of the pre-observation conference. The evaluator will make the evidence visible to the teacher in the eVal system within three (3) working days of the observation. The teacher may submit comments/additional information/concerns in eVal, as necessary. If either the teacher or evaluator is unavailable to meet within the three day period, the conference shall be rescheduled to occur within three school days of such cancellation.

Step 5: Post-Observation

- a. Prior to the Post-Observation Conference, the teacher conducts a reflection of the lesson by (1) reviewing the evaluator's evidence and (2) answering questions on the *Post-Observation Form* and making it visible in eVal. The teacher may upload evidence or supporting materials into eVal from the observed lesson. The teacher makes documents visible to the evaluator within three (3) working days after the formal observation.
- b. The evaluator reviews the teacher's reflection of the lesson and will be discussed in the Post-Observation Conference.
- c. Within three (3) working days of the evaluator receiving the documents, the teacher and evaluator will meet for the *Post-Observation Conference* in which they:
- d. The teacher leads the discussion of his/her evidence and reasons for assessing the component as he/she did. The evaluator responds with his/her evidence and together they arrive at an assessment for the differing views, recording these in eVal.
- e. When evidence of a Basic or Unsatisfactory rating is received by the teacher, a discussion and proactive plan will be developed to support the teacher's improvement.
- f. If either the teacher or evaluator is unavailable to meet within the three day period, the conference shall be rescheduled to occur within three school days of such cancellation.

Step 6: Summative Assessment/Score – No later than May 1st

- a. The teacher and evaluator shall meet to discuss the teacher's summative final score. At the end of the evaluation cycle, the teacher and evaluator review the evidence accumulated through the cycle including:
 - Formal observation/evaluation
 - Informal observation
 - Artifacts
 - Student growth data
 - Ancillary (accessory) evidence
- b. Student growth data shall only be used in the teacher's evaluation process if such data is relevant to the teacher and the subject matter. "Student Growth" means the change in student achievement between two points in time.
- c. Employees shall have transparent access to all such District data available.

Multiple measures of student growth must be used in the evaluation process and such measures may include classroom-based, school-based, and District-based tools. Student performance on standardized tests (e.g. MSP) shall not be used for the purpose of an employee evaluation or transfer, unless required by law.

Multiple measures may also be used as evidence to assess a teacher's professional performance against the instructional frameworks. Such measures, selected by the teacher, may include, but are not limited to the following:

Artifacts such as lesson plans, IEPs, portfolios, newsletters, videos of practice, learning objectives, learning targets, emails, perception surveys, exit tasks, phone logs, PLC notes, data analysis, discipline referrals, posted routines, posted rules and goals, case studies of student progress, analysis of student work over time, classroom observation of evidence of student learning.

Teachers shall not be required to create artifacts solely to meet the requirements of the evaluation system. Additionally, tools or forms used in the evaluation process may be considered as artifacts.

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

Communications with parents may include, but are not limited to, phone calls, emails, grade reports, progress reports, conferences, etc.

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

Such multiple measures shall be selected by the teacher after consultation with the evaluator. Teachers may, but shall not be required to, submit artifacts and evidence for completion of their evaluation cycle. Teachers shall not be required or expected to produce all student growth data available or all teacher performance evidence available.

- A. The teacher shall use the evidence to conduct a self-assessment for current, typical performance for the year's evaluative cycle using the *Summative Evaluation of Practice* document (Form F). This document shall be used in discussion with the evaluator. It shall not be submitted as part of the evaluation cycle.
- B. The teacher and evaluator discuss their overall assessment of the evaluation process, and their perceptions of the results of that process during the conference.
- C. If an agreement cannot be reached on the assessments, the evaluator's assessment shall be recorded and the teacher may follow the due-process agreement already set in the contract.
- D. If the evaluator assigns the teacher a final summative score below Proficient, the evaluator must provide at least three (3) pieces of evidence for that judgment for each criterion scored Basic or Unsatisfactory.
- E. If a classroom teacher that is a continuing contract employee with more than five years of teaching experience receives a Level 2 (Basic) rating for two consecutive years or two years within a consecutive three-year time period, then his or her performance shall be judged "unsatisfactory".
- F. All employees receiving an annual, final summative performance rating below level 3, Proficient, shall be given additional support by the District. Such support may include, but not be limited to, class size limits, paid inservice training, release time to observe colleagues, option to transfer, outside evaluator, assignment of a coach/mentor; additional, focused professional development resources, professional growth opportunities, and guided growth plans.
- G. The employee and evaluator shall meet either prior to the end of the school year in which the "Basic" or "Unsatisfactory" rating was received, or at the beginning of the following school year, to mutually determine the kind of additional support that would best serve the employee.
- H. Any teacher whose performance has been judged unsatisfactory on the *Summative Evaluation of Practice* document (Form F) may be placed on a program for improvement any time after October 15 of the following year.
- I. The teacher will sign two (2) copies of the *Summative Evaluation of Practice* document (Form F). 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, only that he or she has read it. The teacher may attach any written comments to observations and to the final annual evaluation report as well. Teachers shall have the right to attach additional comments or a rebuttal to the *Summative Evaluation of Practice* (Form F) at any time.

Total Observation Time for Each Staff

- A. The total observation time for each teacher for each school year shall not be less than sixty (60) minutes. At least one (1) observation shall be for a minimum of thirty (30)

minutes. Exception: For teachers on FOCUSED EVALUATION who choose a non-observable Criteria, a classroom based observation will not be required.

- B. The teacher shall be given a copy of the completed annual evaluation. The teacher shall sign the report and any attachments just to indicate he or she has read the report, has had an opportunity to discuss the report with the evaluator, and has received a copy.

Section 9 - Probation (Non-Provisional)

Teachers may only be placed on probation from the Comprehensive Evaluation system described in this document. No teacher shall be placed on probation if he or she has been evaluated by an evaluator who has not received training in the new (ESSB 5895) evaluation system with an emphasis on developing inter-rater reliability.

Teachers shall have the right to Association representation at all probationary conferences.

The purpose of the probationary period is to give the teacher an opportunity to demonstrate improvements in discrete areas according to the criteria included in the evaluation instrument (WAC 392-191-045(3)). A probationary period of sixty (60) school days shall be established. Additional days may be added if deemed necessary to complete a program of improvement and to evaluate the probationer's performance, as long as the probationary period is concluded before May 15th of the same school year.

The probationary period may be extended into the following school year if the probationer has five or more years of teaching experience and has a comprehensive summative evaluation performance rating as of May 15th of Level 2 (Basic) or less.

The Superintendent shall place on probation any employee whose performance has been judged unsatisfactory based on the evaluation criteria, no later than February 1st of any school year.

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

1. The evaluator shall meet with the employee in an attempt to resolve matters relating to performance, before probation is recommended. This conference shall be held no later than January 20th. The employee shall have the opportunity to have an Association representative in attendance at the conference.
2. If an employee is being considered for probation, the recommendation to the Superintendent for probation must be made on or before January 30th. The evaluator must make a written recommendation of same to the Superintendent. A copy of the recommendation for probation must be sent to the employee. The evaluator's recommendation for probation shall include the following:
 - a. A definition of the problem in terms of deficiencies in discrete areas based upon the evaluative criteria.
 - b. Expectations delineating levels of performance that would constitute acceptable performance in the problem areas defined. Once the areas of deficiency and the criteria for improvement have been determined, they shall not be changed.
 - c. A specific and reasonable plan of improvement that spells out a course of action and time expectations for the employee involved to reach an acceptable level of performance in

discrete areas in which the employee may need improvement, according to the criteria included on the evaluation instrument; and

- d. A specific prescription for assistance that spells out courses of action whereby the employee shall be assisted, counseled, and tutored to improve the level of performance to an acceptable level. Such prescription shall include a system for periodic feedback during the probationary period, supports provided and funded by the District, and the dates those supports will be in place.

Performance standards will not be greater for probationary employees than for other teaching staff. At the request of the probationary employee, release time shall be granted in order to comply with requirements of the plan of improvement that are beyond the usual and customary requirements of the job.

3. The Superintendent, or his/her designee, shall review the evaluator's recommendation for probation. If the Superintendent or his/her designee determines that there is an alternative to probation he/she may continue to work with the parties involved.
4. If it is determined by the Superintendent that probation is warranted, then the Superintendent shall notify the employee in writing and such notice shall include all provisions of Step 2 above. At this time the evaluator shall meet with the employee and, at his or her request, a representative of the Association, to go over the plan of improvement, both for understanding and to collaborate in making any changes that the parties might deem prudent.
5. During the probationary period, the evaluator shall meet with the staff member at least twice monthly to supervise and provide a written evaluation of the staff member's performance.
6. The probationer may request and the evaluator may authorize one (1) additional certificated administrator to evaluate the probationer. This administrator may be another certified administrator from within the District or from outside the District.

ESD Evaluator - If such request is not granted, at the request of the probationary employee an educational service district (ESD) evaluator shall be assigned by the ESD to evaluate him or her. The ESD evaluator will do an evaluation independent of the original evaluator, but using the plan of improvement mutually agreed to by the District and the Association as a basis for the evaluations. The ESD evaluator will evaluate the employee based on observation of classroom performance and student growth data, professional contributions, and impacts on learning presented by the employee. During this time the employee will not be transferred from the supervision of the original evaluator but his or her final summative evaluation will be based primarily on the findings and conclusions presented to the original evaluator by the ESD evaluator.

7. The probationer must be removed from probation if he/she has demonstrated improvement to the satisfaction of the original evaluator in the area(s) specifically detailed in his/her initial notice of deficiency and subsequently detailed in his/her plan of improvement.

A teacher who is on a plan of improvement must be removed from probation if s/he has demonstrated improvement in the areas described as deficient. The teacher must also be removed if he or she has five (5) or fewer years of experience and scores a 2 (Basic) or above, or if he or she is a teacher of more than five (5) years experience and scores a 3 (Proficient) or above.

8. Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer, shall constitute grounds for a finding of probable cause for non-renewal of contract or discharge.
9. Immediately following the completion of a probationary period that does not produce performance changes detailed in the initial notice of deficiencies and program for improvement, the teacher may be removed from his or her assignment and placed into an alternative assignment for the remainder of the school year. This reassignment may not displace another employee nor may it adversely affect the probationary teacher's compensation or benefits for the remainder of that teacher's contract year. If such reassignment is not possible, the district may, at its option, place the teacher on paid leave for the balance of his or her contract term.

Non-renewal, Adverse Action, and Discharge

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

Section 10 - Evaluation Results

Evaluation results shall be used:

- To acknowledge, recognize, and encourage excellence in professional performance.
- To document the level of performance by a teacher of his/her assigned duties.
- To identify specific areas in which the teacher may need improvement according to the criteria included on the evaluation instrument.
- To document performance by a teacher judged unsatisfactory based on the District evaluation criteria.
- Beginning in 2015-2016, as one of the multiple factors in Human Resources and personnel decisions, only as defined elsewhere in this Agreement.

Evaluation results shall not be:

- Shared or published with any teacher-identifying information.
- Shared or published without prior notification to the individual and Association.
- Used to determine any type of base or additional compensation.

Evaluators shall not consider school-wide, or District-wide, Summative Performance Ratings when evaluating individual teachers. (i.e. nothing prohibits an evaluator from evaluating all teachers as Distinguished within a school.)

Section 11 - Recordkeeping (for Districts using eVal or another electronic format)

The District shall adhere to the following:

- A copy of the final framework rubric, teacher's written comments, if applicable, and forms shall be included in the teacher's personnel file.
- Teachers shall have access to their eVAL account in current, and subsequent, year(s).
- Evaluators shall notify the teacher of any additional evidence submitted about them to eVAL within forty-eight (48) hours of submission.

- Teachers shall not be required to share personal assessment information utilized within the eVAL system.
- Teachers shall not be required to use the eVAL tool if an acceptable alternative is available.
- Any and all data entered into eVAL shall be considered confidential, and not subject to public disclosure.

Section 12 - Evaluation Documents

Only the final summative evaluation document, along with any comments submitted by the teacher, shall be kept in the personnel files. All other evaluation documents shall, at the request of the teacher, be either returned to him or her or destroyed.

Section 13 - Legislative Impacts

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

Responsibility for Evaluation

The Principal shall be responsible for the evaluation of all Employees. The Principal may designate other administrative staff to assist in the evaluation process.

For employees not subject to the TPEP evaluation:

Long Form (Formal) Evaluation

Employees on long form evaluation shall be observed for the purpose of evaluation at least twice in the performance of their assigned duties. Total observation time for each Employee for each school year shall not be less than sixty (60) minutes. The results of the observations shall be documented in writing by the Evaluator and provided to the employee within three (3) working days after the report is prepared. This document will be presented to the Employee at the observation conference with the Evaluator. No evaluation except the formal evaluation may be used as a basis for determining that an employee's work is unsatisfactory.

New employees shall be observed at least once for a total observation time of not less than thirty (30) minutes during the first ninety (90) calendar days on their employment.

Short Form Evaluation

After four years of satisfactory evaluation an Employee may elect to be evaluated using the short form. The evaluation will be based on at least two observation periods during the school year totaling at least sixty minutes without a written summary of the observations. The Evaluator will prepare an annual written report using the Formal Evaluation Form and present it to the Employee within three (3) days after the report is prepared. In any given year, the Employer or Evaluator may request that the Employee be evaluated using the formal evaluation process.

Professional Growth Option (PGO)

In lieu of the short form evaluation the professional growth option (PGO) may be chosen by an Employee with mutual agreement from the assigned Evaluator. The PGO process is designed to encourage professional growth and shall be a collaborative process.

Employees will be evaluated annually using the PGO forms contained in this agreement. The Employee shall complete the PGO planning worksheet to set individual goals and outline plans for accomplishment. The plan may include observation and comment by peers, employee's students and parents of those students as selected by the Employee. Such observation and comment shall not be included as part of the employee's permanent records. All written materials generated for or resulting from the PGO shall be maintained by the Employee.

Throughout the year, the Employee and the Evaluator shall meet formally and informally to discuss collaboratively the progress on the goals and to refine and update any need for resources.

By May 15th, a self-assessment meeting shall be held to analyze data and review the success of the employee's goals. At this meeting the PGO Verification form shall be presented by the Employee or compiled collaboratively to be submitted to the district personnel file in lieu of the Formal Evaluation Report. Information from the PGO cycle may not pass to the summative evaluation cycle nor to the personnel file. (See Appendix A and A-1).

Formal Evaluation Report Procedures

Each evaluation shall be reported by the Evaluator on the Formal Evaluation Report Form contained in this Agreement. The Evaluator shall prepare a written statement in each category of the evaluation report. The statement shall be based on the applicable evaluation criteria.

By May 15th the Evaluator shall hold a conference with the Employee and discuss the evaluation report. Evaluators will hold evaluation conferences with employees confidential. If the Evaluator finds that the Employee is in need of improvement or is performing unsatisfactorily in any of the applicable evaluation criteria, the reasons therefore shall be set forth in specific terms. An identification of the specific ways in which the Employee is to improve, and/or the types of assistance that shall be given, shall also be specified.

The evaluation report shall be prepared in duplicate and signed by the Employee. One (1) copy shall be retained by the Employee and one (1) copy shall be placed in the Employee's personnel file.

Within five (5) days of the Employee's receipt of the evaluation report, the Employee may submit signed comments concerning the report, which shall be attached to the report in the Employee's personnel file and considered with the evaluation report.

Probation

In the event that the Principal determines that on the basis of the evaluation criteria the performance of an Employee is unsatisfactory, the Principal shall report the same in writing to the Superintendent. The evaluation report shall include the following: the evaluation report and the recommended specific program designed to assist the Employee in improving his or her performance.

Probationary Periods

If, in the Superintendent's judgement, the performance of an Employee is unsatisfactory, the Superintendent shall place the Employee on probationary status beginning on or before February

1 of the school year. On or before February 1 the Employee shall be given a written notice of the action of the Superintendent which shall contain the following information:

1. Specific area of performance of deficiencies.
2. Suggested specific program for improvement, including a prescription for a remediation which spells out courses of action which provide the Employee the opportunity to demonstrate an acceptable level of performance.
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 prescription for assistance, when deemed appropriate in the reasonable judgement of the Principal, whereby the Employee will be assisted in improving the level of performance to an acceptable level.

During a probationary period the Principal 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 probationary Employee may be removed from probation at any time that he/she has demonstrated improvement to the satisfaction of the Principal, but no later than May 1 annually.

Post Probation Report

Unless the probationary Employee has previously been removed from probation, the Principal shall submit a written report to the Superintendent at the end of the probationary period, which 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 in the stated areas of deficiency to justify the removal of the probationary status; or
2. That the Employee has not demonstrated sufficient improvement in the stated areas of deficiency and action should be taken to not renew the employment contract of the Employee.

Criteria for Teacher Evaluation

1. Instructional Skill

- 1.1 Identifying the learning needs of individual pupils.
- 1.2 Establishing learning objectives/outcomes consistent with individual pupil learning needs.
- 1.3 Planning and developing a variety of instructional experiences appropriate to specified learning objectives/outcomes.
- 1.4 Conducting/implementing the instructional plan/experience.
- 1.5 Using the principles of learning to facilitate the learning objectives.
- 1.6 Assessing pupil's learning/achievement of outcomes and in using the resultant data in the design of future instructional experiences.
- 1.7 Identifying and implementing local school district policies which affect/influence instructional decisions, school and classroom procedures, etc.

2. Classroom Management

- 2.1 Selecting/creating and using curricular/instructional materials and media appropriate to the pupil(s), subject matter, and the outcome/objective to be achieved.

- 2.2 Organizing the physical setting so that it contributes to learning.
 - 2.3 Identifying and appropriately using instructional resources available throughout the school district and the community.
 - 2.4 Organizing individual, small group, or large group learning experiences as appropriate to the pupil(s), subject matter, and outcomes desired.
 - 2.5 Providing a classroom climate conducive to student learning.
3. Professional Preparation and Scholarship
- 3.1 Use instructional strategies/methods appropriate to the pupil(s), subject matter(s) taught, and learning outcomes desired.
 - 3.2 Relate/use the principles and methods of teaching theory (learning, motivation, development, personality) as a basis for the design of learning experiences.
 - 3.3 Specify educational philosophy underlying one's instructional decision.
 - 3.4 Demonstrate commitment to professional activities (attendance at local and state meetings, consortium activities, participation on special committees, etc.).
 - 3.5 Implement statutes and rules/regulations which have implications for the professional's practice, subject matter specialization, school policy.
 - 3.6 Demonstrate commitment to the profession and its code of ethics.
4. Effort Toward Improvement When Needed
- 4.1 In-service and career development activities sponsored by the District, educational service district, and professional organizations.
 - 4.2 Continuing education and training initiated and selected by the individual.
 - 4.3 Follow-through and response to recommendations included in periodic and annual personnel evaluations.
 - 4.4 Self-assessment/evaluation and identification of strengths, needs, limitations.
5. The Handling of Student Discipline and Attendant Problems
- 5.1 Recognizing conditions which may lead to disciplinary problems.
 - 5.2 Establishing clear parameters for student "in-classroom" conduct and make known these expectations.
 - 5.3 Developing appropriate strategies for preventing disciplinary problems.
 - 5.4 Responding appropriately to disciplinary problems when they do occur.
 - 5.5 Resolving discipline problems in accordance with law, school board policy, and administrative regulations and policies.
 - 5.6 Assisting students toward self-discipline and acceptable standards of student behavior.
6. Interest in Teaching Pupils
- 6.1 Enjoys the process of working with students.
 - 6.2 Recognizes characteristics of each student.
 - 6.3 Uses knowledge of individual student(s) to design learning experiences and facilitate learning.
7. Knowledge of Subject Matter
- 7.1 Depth of knowledge in the subject matter area.
 - 7.2 Extent to which the teacher keeps abreast of new developments, ideas, and events in the subject matter area(s).
 - 7.3 Enthusiasm and interest of the teacher in the subject(s) taught as reflected in the teacher's continuing professional development.

- 7.4 Relationship between one's subject matter field and other disciplines/subjects.
- 7.5 Breadth of knowledge in general education/liberal arts or pursuit of such knowledge.

Evaluation Criteria - Librarians

1. **Media Role**

- 1.1 Selects media and equipment consistent with the District's selection policy and appropriate to the curriculum.
- 1.2 Selects a balance of media to meet a variety of learning styles and teaching strategies.
- 1.3 Maintains a well organized learning resource center for effective use of media.
- 1.4 Provides maintenance for materials and equipment.
- 1.5 Develops and implements a program for the integration of materials and equipment into the learning experience.
- 1.6 Identifies needs for locally produced materials.
- 1.7 Relates services from the District level to meet building instructional needs.

2. **Program Planning**

- 2.1 Creates a welcoming and comfortable atmosphere for students and teachers in the Learning Resource Center.
- 2.2 Directs aides, volunteers and student help with efficiency and understanding.
- 2.3 Develops program objectives and works toward their achievement.

3. **Teaching**

- 3.1 Utilizes teaching techniques which are consistent with the selected objectives. Such techniques will:
 - a. make provision for differences in ability among students;
 - b. provide for the previous knowledge, abilities, and interests of the class;
 - c. make effective use of instructional equipment, materials and resource personnel;
 - d. provide a variety of activities in keeping with the maturity and attention span of the students;
 - e. implement lesson plans but permit flexibility.
- 3.2 Gives explanations, assignments and directions clearly.
- 3.3 Makes reasonable and appropriate assignments.
- 3.4 Motivates students by making lessons interesting and challenging.
- 3.5 Helps students to develop acceptable work habits and study skills.
- 3.6 Evaluates daily lessons and units of study by assessing student achievement of objectives.
- 3.7 Provides guidance and assistance for students.

ARTICLE VI: WORKING CONDITIONS

Exceptional Student Assigned

Students who receive specially designed instruction and related service as identified through formal measurements shall be defined as exceptional students. Students with a documented

history of behavior challenges shall also be considered as exceptional students. See Student Discipline section Article III.

Regular classroom employees assigned an exceptional student will be provided training, in-service and/or instruction which prepares the employee with the necessary information/skills for working with that particular exceptional student. Training, in-service and/or instruction will be provided at the District's expense. Employees who are required to attend training, in-service and/or instruction sessions to work with "exceptional students" will be compensated at their per diem rate for workshops conducted outside the contract day.

Special education and classroom teachers who are required to attend meetings regarding an exceptional student will be compensated at their per diem rate for time in meetings, which exceeds beyond the contract day.

Each Special Education (Resource Room and Life Skills) Teacher shall be paid for three (3) days at per diem rate for testing, preparation and completion of IEP's and evaluations. Timesheets shall be submitted by the last day of June and paid no later than July 31st.

TK-8 Specialist (Class Size Reduction)

The District agrees to hire a 1.0 FTE continuing teacher librarian (or someone who is working toward earning this credential) in the 2023-2024 school year. The certificated teacher librarian can be utilized in the K-8 Specialist/Enrichment rotation up to .5 of their FTE to support students and help reduce the K-3 class size ratio.

*** The GEA is willing to increase the amount of time the teacher librarian can be used for K-8 Specialist/Enrichment up to .75 FTE if the K-5 specialist time is increased to 40 minutes. **This does not state that the teacher planning time is reduced from 45 minutes.**

***There will no longer be a ten day extended pay (co-curricular) for this position. This does not need to be worded here, but the CBA needs to be amended under Extra Curricular Positions to strike out "The Technology director and Librarian shall each be offered ten (10) extended days paid at per-diem with time verified on timesheet."**

In the 2023-2024 school year, the district will agree to hire a 1.0 FTE continuing K-8 Art Specialist.

In the 2024-2025 school year, the district will make every effort to increase K-5 specialist time to 40 minutes and separate recess times from specialist.

***This does not state that the teacher planning time is reduced from 45 minutes.**

Classroom Budget

Every effort will be made to keep the classroom budget at a minimum of \$300 per year. Classroom funds must be spent on or before March 1 of each school year.

Communication will be sent by August 15 prior to the beginning of school with the new allocation for the upcoming year.

Class Size

The term "class size" means the ratio between the total number of FTE students in a class and the number of teachers/specialists in that class. The District shall attempt to maintain class sizes during the course of the school year within the guidelines outlined below. To the maximum extent feasible, distribution of students will be balanced in regard to all factors (gender, ability, number of students, support services received, behavior, etc.). The District shall notify relevant unit staff of new students the District is considering adding to an individual's class size or daily load no less than twenty-four (24) hours prior to such assignment. An exception could be made on "count day." For the 2021-2022 year the District will negotiate the point at which an additional classroom/track will be added in grade levels to address class size.

In the event potential increases over the class size and average daily load standards set below may occur, the District agrees to notify requesting parents no earlier than August 15th of each school year of the approval and acceptance of out-of-district students.

The District shall work towards the following teacher/specialist to student ratio.

<u>Grade:</u>	<u>1 teacher/specialist to:</u>
K	20 students
1	21 students
2	22 students
3	23 students
4-5	24 students
6-8	26 students

Current Configuration (3 SPED Teachers)

SPED/Life Skills 27 students on a caseload

**Of the 27 students, no more than five Life Skills/Self-Contained students will be on a caseload.*

Band/Choir 50 students

If SPED and Life Skills are separate, caseloads revert to:

SPED 27 students on a caseload

Life Skills 10 students

The district will staff the counselor position at 1.0 FTE, and a 0.5/0.6 FTE school psychologist. The District will add a .5 FTE (middle school) counselor/mental health/trauma position.

For the 2021-2022 year the District will negotiate the ESA caseload and overload.

TK Program

- 17 students max per class, then overage pay
- 1 adult per 10 students
- If teacher is also writing IEPs, they will be compensated at their per diem rate for their time spent outside of contract hours to prepare them
- Sub coverage when student evaluations are being performed

In the event that class size standards are exceeded, the affected employee at their discretion, shall be provided the opportunity to discuss a variety of options with Administration to help alleviate the elevated class size. Discussed options may include but are not limited to an additional teacher or paraeducator assisting in the classroom. In the event the teacher selects increased

paraeducator support, the District will make every effort to keep the paraeducator in that assignment barring any emergencies. Should the paraeducator support be removed, the administration shall discuss alternate options to alleviate the elevated class size.

- K-8 Teacher/Specialists, Elementary/Middle School Resource Room/Life Skills: In the event the class size standards are exceeded; the District shall pay the employee \$200 per student per month (on a prorated basis) for each student over the class size standard set in this Agreement. Payments shall be made monthly.

When the employee to student ratio exceeds the designated ratio an employee meeting with an administrator shall be held and, at the employee's request, an Association representative may be present to discuss options and resolve the class size issue. The meeting shall be held within five (5) working days of the overload occurring. For Band and Choir, the District shall not limit the number of students except insofar as the instructional staff affected recommends a ceiling on sign-ups or if the number of students creates an unsafe condition. In no event shall the district limit the number of students in Band or Choir for the purposes of minimizing the premium pay associated with larger than standard class size as provided for in this Agreement.

An employee who is required to participate in parent/student/teacher conferences whose number exceeds his/her homeroom assignment shall be paid per diem for additional conferences that occur after the contract day. This provision applies to conferences held during fall and spring conference weeks.

Work Year

1. The employee work year will be 180 days. The District agrees to maintain two (2) or up to the number of days designated by the Legislature for Professional Learning prior to the beginning of school. The District shall schedule these days after consultation with the Association or as directed by the Legislature. State funding will be used to pay for these Professional Learning Days, as such funding is provided. If the Legislature discontinues funding for these days, the District will honor leaving these 2 Professional Development Days in the contract. These days shall be paid by time sheet.
2. When content for Professional Learning Days is not directed by the Legislature the district will structure Professional Learning Days for activities consistent with district plans for improved student learning.

Allowable activities include: developing and updating student learning improvement plans; implementing curriculum materials and instructional strategies; providing professional development to implement selected curricula and instruction; developing and implementing assessment strategies and training in assessment scoring; and other activities intended to improve student learning for all students, including students with diverse needs.

The selection of Professional Learning Day activities shall be determined by administration after consultation with staff when not specifically directed by the Legislature.

3. All per diem references throughout this contract shall be revised to 180. For subsequent years the per diem will be based on the length of the employee work year in accordance with Paragraph 1 of this section.

4. Part-time employees will be offered the opportunity to participate in all professional development and early-release Wednesdays and will be compensated at their regular per diem rate for such participation if it occurs outside of their normal workday.

Work Day

Employees are required to be at work (on site and available) thirty (30) minutes before and after the normally scheduled student work day for the contract year. The Employee's work day shall not exceed seven (7) hours and thirty (30) minutes, including a thirty (30) minute continuous duty-free lunch period. The time before and after the student day may be used for preparation time, conferences, meetings and counseling with students and parents. The only exception to the work day is Article VI Early Release Staff In-Service Days.

Schedule

- Start time remains at 8:45am
- First bell rings at 8:40am, teachers may choose to keep doors closed until second bell at 8:45am
- Efforts will be made to add 5 minutes to middle school 1st period
- Planning time adjustment will be made for both k-5 and MS (see below)
- 3:15pm Dismissal (M, T, Th, F), 2:15pm Dismissal Wednesday with Professional Development unchanged
- the contract day ends at 3:45pm
- Previous stipend for 44 minutes rolled into base contract

Attendance is also required at general staff meetings, called during the work day. No more than five (5) general staff meetings will be scheduled during any month. All teachers will participate in up to three required evening events scheduled by the District, after consultation with the Association, including one Open House. Employees will be compensated for attendance at their per diem hourly rate in accordance with Article VI, Supplemental Responsibility Contracts. This item excludes any events covered by extra-curricular salaries. A school day schedule will be developed by the Superintendent and the GEA president or designee no later than the close of the first work day of the school year.

Professional Development:

When Professional Learning Days are not funded by the state, the district will continue to provide two (2) additional contract days at per diem for all Employees for professional development. One day shall be in compensation for a workday scheduled by the Administration in preparation for the opening of school. One additional day (7.0 hours) shall be scheduled by the District for professional development guided by the school improvement plan.

For the three PLDs at the beginning of the year:

- a. **One day dedicated to state requirements (SEL/CCDEI)**
- b. **One Building-directed day**
- c. **One district-directed day**

The District shall work to provide unit employees with resources for the remediation of students at all levels who do not meet benchmarks as well as students identified by their teacher(s) as not likely to meet state and/or District standards. Days to be paid on a timesheet.

~~The District will schedule 3 to 4 non-collaboration PD sessions for staff training videos. The number of sessions will be determined by the number of hours need to complete the required training.~~

“The District will schedule an adequate number of non-collaboration PD sessions for staff training videos. The number of sessions will be determined by the number of hours needed to complete the required training.”

Clock Hours: To be eligible, clock hour providers must be approved by the Washington Professional Educator Standards Board and courses must be offered in accordance with chapter 181-85 WAC. Clock hours shall count toward salary placement and advancement at a rate of one (1) graduate credit for every ten (10) clock hours.

Early Release Staff In-service Days: In order to provide time for professional inquiry, training/workshops and implementation planning, the District will schedule a weekly early release day. The staff and administration shall mutually agree upon the use of the release time. Every effort will be made to lessen the negative impact early release days have on scheduled planning times. Employees who lose planning time as a result of early release will be compensated at per diem. Early release time shall be provided the Wednesday prior to the date report cards are to be sent home, so long as district early release time continues. Said time shall be utilized for the purpose of preparing for/completing report cards and shall not include additional responsibilities/agenda items initiated by the district.

No less than one Wednesday/Early Release day per month will be set aside for collaboration among certified staff. Said collaboration meetings shall be determined by individual staff members. Collaboration examples (but not limited to) include: Grade level, Subject, Special Education/Specialists with individual teacher(s), Primary, Intermediate, Middle, cross grade level, etc.

If the staff development pilot is discontinued, seven (7) half days for in-service will be reinstated and 14 hours will be scheduled by the district after consultation with the association for in-service related to instructional improvement. In addition, the work day will return to the hours specified in Article VI (Workday).

Curriculum Day: An optional choice for all Employees will be a Curriculum Day. Curriculum Day will be the equivalent of one full day and it is to be used by the Employee directly for job related activities. This day would be applied for, application and purpose demonstrated in writing to the Principal, and days approved by the Principal. A substitute for the Employee will be hired by the District. This day may be used as a Professional Day as described in this section at the discretion of the employee. The District has the right to request the employee to reschedule this day when substitutes are in a shortage to cover their classroom. The employee has the right to refuse.

Professional Day: The employer recognizes the value of professional visitations to other schools, participation in conferences and meetings, and attendance at professional instruction improvement meetings. This day would be applied for, application and purpose demonstrated in writing to the Principal, and days approved by the Principal. A substitute for the Employee will be hired by the District. This day may be used as a Curriculum Day as described in this section at the discretion of the employee. The District has the right to request the employee to reschedule this day when substitutes are in a shortage to cover their classroom. The employee has the right to refuse.

Supplemental Contract history

Beginning the 2020-2021 school year, the district will roll the 30 days into the base contract. Professional Learning days would be paid on a time-sheet in September. The rate for per diem will be calculated on 180 day, and 7 hours per day.

Beginning the 2021-22 school year, the district will roll the 11 minute (W, T, TH, F) supplemental contract into the base contract. The Professional Learning Days provided prior to the beginning of the school will remain being paid on a timesheet.

Special Project/Committee Contracts

District sponsored non-student contact work hours will be applied for on the District Supplemental Contract form with the purpose of the project indicated. This work must be performed outside the normal contract day or year. Work requested by the District may include program development, committee work such as, but not limited to; Technology Committee, L.I.T., Curriculum Adoption, team building activities, grant writing, hiring committees, or special projects. Upon completion, the Supplemental Contract form will be resubmitted to the Superintendent's office for payment. Special Projects/Committee Contracts will be reimbursed at the employee's per diem rate of pay for any time beyond the regularly contracted work day. The District and Association will agree on a cap for how many Association members can participate on each committee.

Building administrators will be given the ability to establish the number of bargaining unit members on any committee and will provide guidance as to how many times a committee can meet and be paid. Building administrators will work with members to determine a reasonable meeting schedule as it pertains to non-contract time.

Kindergarten Roundup

The TTK and Kindergarten teachers will work collaboratively with the elementary principal to plan Kindergarten Round Up/Registration Event and will be compensated for their time outside of the current contract up to 5 hours per person at per diem rate without approval from administration and any additional hours per diem with approval from administration.

Classroom and Schedule Changes

Employees who move to a different classroom as part of a curriculum/grade level change, or who are required by administration to change classrooms will be compensated for up to fourteen (14) hours if district directed and up to 10 hours if changing by choice at per diem for moving instructional supplies and materials and new classroom set-up. The District will provide custodial help.

The District shall work toward determining teacher assignments and curricular expectations and schedules shall be determined no later than June 30th of the prior school year.

Mentor Teacher Program

The District will provide a mentor teacher for all new teachers in the Griffin School District.

Current employee's eligible to act as a mentor teacher shall be notified as soon as possible after the beginning teacher has been hired. An application shall be provided upon request. Eligibility will be determined by the following qualifications:

- a. The applicant must be a full-time classroom teacher.
- b. The applicant must have a minimum of three (3) years teaching experience, one full year of which must have been in-district experience.
- c. The applicant must hold a valid continuous teaching certificate.
- d. The applicant must have only satisfactory evaluations on file.

Interested employees shall complete and submit the application within five (5) working days of the written notice. Selection of the mentor teacher will be made by administration.

The mentor teacher will be paid \$1200.00. The mentor teacher will work with a maximum of two teachers per year.

Neither the mentor teacher nor the beginning teacher shall in any way participate in or contribute to the district's annual evaluation of the other.

Calendar

The annual school calendar (Appendix E) will follow the Olympia School District calendar except for deviations mutually agreed upon by the Association and the District. School closures may be made by the Board or designee as provided by law in the event of difficult weather or other emergencies.

The following parameters are to be established regarding the annual calendar:

- a. The student school year will begin the second day after Labor Day.
- b. Winter vacation shall be ten (10) weekdays encompassing December 25 and January 1.
- c. Thanksgiving will be Thanksgiving Day and the succeeding Friday.
- d. Federally set Veteran's Day, Martin Luther King Day, President's Day and Memorial Day will be non-student days.
- e. Any make up days will occur at the end of the regular school year.
- f. Conference week classes will be dismissed to provide five (5) half (1/2) day sessions for conferences during fall and spring.

If it is to the benefit of both parties these parameters may be altered with the mutual agreement of both parties.

Assignment and Transfers

Employees shall be assigned to teaching positions on the basis of longevity of experience in the teaching situation questioned, qualifications of the Employee, the needs of the District and the express preference of the Employee. Preference shall be given to current District employees.

All vacancies and new positions shall be posted via email (or postal service during non-school time) for seven (7) days.

Employees who desire a transfer or reassignment shall complete a Transfer/Reassignment Request Form (Appendix H) provided by the District within seven (7) calendar days of internal publication of vacancies or new positions.

Within seven (7) days from the closing date of the internal posting the District will determine if an internal transfer will occur. An employee whose transfer request is denied will be provided the reasons for denial in writing.

Preparation Period

Although each classroom teacher including music and physical education teachers shall be guaranteed thirty (30) continuous minutes of duty-free planning time per day, the district shall make every effort to provide 45 minutes of preparation time per day. The District agrees to the consecutive 45 minutes of elementary planning time on Monday, Tuesday, Thursday, and Friday. Elementary Wednesday planning for teachers is no less than the equivalent to the duration of one middle school period. The District shall work towards elementary grade levels receiving common planning time daily. This time is exclusive of a thirty (30) minute Employee lunch period and the half (1/2) hour before and after the student day. Preparation time during the regular work day, including data gathering, report writing, and organizing materials by counselors, technology specialists, and librarians is considered to be part of the regular assignment and will be individually determined by the specialist and principal.

Employees with part time classroom teaching responsibilities are entitled to prorated planning time. Every effort will be made to provide at least five minutes of time between all classes and scheduled into the master schedule K-5.

If planning periods are reduced to less than 45 minutes, K-5 will receive three covered recesses, excluding the early release day. Recess coverage will be provided by non-certificated staff.

Monetary compensation will not be substituted for this duty-free planning time unless mutually agreed upon by the Employee and Administration. It is understood that the responsibility of the District remains to provide this duty-free planning time for each Employee.

This time shall be teacher directed and be used for educational planning and meeting evaluation goals.

In the event that a substitute cannot be employed, employees will, on request, substitute during their preparation periods. Teachers who substitute during their preparation period will be paid for the duration of the period at their per diem hourly rate.

Efforts will be made so that GEA members are not required to provide non-instructional support such as bus duty, recess duty, etc. Provided that District resources exist; such support shall be provided by non-unit District staff.

Middle School Planning Time

Middle school teachers shall be given one class period per day to be used for teacher preparation. The District will make every effort to schedule a 6-period student day, which will result in planning periods of 50 minutes or more.

The District will make efforts to minimize middle school preps whenever possible.

Curriculum Adoption

The district administration team will be tasked with making a plan/schedule for curriculum adoption. The administration will work in conjunction with a special committee made up of people invested in this process. Training and continuous funding of materials will be provided by the district after the curriculum is adopted.

Hiring Committees

~~At least two grade and/or subject level peers Association members will have the opportunity to serve on any hiring committee.~~ The Association may appoint at least two members for any **Teacher**, Superintendent or Principal hiring committee.

ARTICLE VII: ECONOMIC PROVISIONS

~~In 2021-22 IPD or 2% (whichever is higher) plus 2% shall be applied to the adjusted base.~~

~~For 2022-23 IPD or 2% (whichever is higher) plus 2%~~

For the 2023-24 school year, 3.7% will be applied to the base. *This is directly connected to the librarian and art specialist positions being continuous.

Salary

1. Certificated placement on the District Salary Schedule shall be based on years of certificated experience and education/clock hours as described in Appendix (J). Any new monies provided by the state for cost of living adjustments and/or inflationary adjustments shall be automatically applied to the salary schedule.
2. Experience and education increments shall be paid effective September 1 of each year of the contract.
3. In the event that funds collectible during a given school year are not sufficient to support any positions beyond state funding, the District reserves the right to determine the continuation of staffing beyond the state funding level. As an alternative to aforementioned staff reductions, the District may, as a last resort, revise class schedules as needed to maintain the basic educational program of the district.
5. Each employee, upon completion of years of service as described below, shall receive the following longevity stipend at the end of each school year, if they have been recognized with an overall “proficient” or “above” evaluation rating for the completed school year:
 - a. Twenty five (25+) years of service at Griffin School based on S275 data: \$1,500
 - b. Twenty to twenty-four (20-24) years of service at Griffin School based on S275 data: \$1,000
 - c. Seventeen to nineteen (17-19) years of service at Griffin School based on S275 data: \$500

*Longevity stipends shall be paid in a lump sum in June of each year for which the employee is eligible.
6. Experience for employees in positions requiring an education staff associate (ESA) certificate shall include experience for all prior positions in which the employee was required to hold a professional certificate or license. One year of experience on the salary schedule will be equivalent to working 1260 hours or more between September - August. Hours worked below the 1260-hour threshold shall be prorated.

NUMBER OF UNITS

1. Academic Credits: [WAC 392-121-255](#)
2. In-service Credits: [WAC 392-121-257](#)
3. Non-Degree Credits: [WAC 392-121-259](#)

EXCEPTION: If the degree was awarded by an institution which does not confer degrees after each term, and all degree requirements were completed at a time other than the date recorded on the diploma or transcript, an official statement from the institution verifying a prior completion date shall be adequate documentation. Employees may submit digital transcripts for education and clock hours followed by official transcripts sealed from the institution. Digital transcripts will be used for placement prior to official copies being received at the district. Official paper copies will be retained in the employee file for audit purposes.

YEARS OF EXPERIENCE

1. Years of Experience: [WAC 392-121-264](#)

Extra-Curricular Positions

The district, after consultation with a representative of G.E.A., will determine any extra curricular positions to be filled based on the district's needs and available resources. Whenever possible, extra-curricular positions for the coming school year shall be posted on May 15. These positions shall be posted internally for two (2) weeks in all staff rooms and on District e-mail. All interested bargaining unit members shall complete a District provided written extra-curricular application within two (2) weeks of the initial posting date. Bargaining unit members may compete for extra curricular supplemental contracts. If two equally qualified employees vie for any one given supplemental position, the employee with the highest local seniority with the activity will be selected unless that employee holds two other and different supplemental contracts. If no bargaining member applies for an extra-curricular position, the District may fill that position with a qualified applicant outside the bargaining unit for the duration of that school year only. Employees holding supplemental contracts will be compensated as per the Extra Curricular Salary Schedule.

If an extra-curricular position becomes vacant during summer vacation, the position shall be posted for two (2) weeks beginning on the first day of school. If an extra-curricular position becomes available during the school year, the two (2) week posting will occur immediately following the vacancy. Application procedures will be followed as outlined above.

Every effort will be made to ensure that staff who are contracted to teach music will offer music K-8 for their 1.0 FTE. For the 2022-2023 school year, the District will prioritize the hiring of a qualified art teacher to offer art K-8 for their 1.0 FTE.

Nothing in this Agreement shall be construed to indicate that bargaining unit members have continuing rights to extra-curricular supplemental contracts.

Year Long Co-Curricular Positions	
Technology Director	\$6195.60
Music Activities Director	\$3087.55
Middle School Choir	\$3087.55
Middle School Yearbook Advisor	\$3087.55
Elementary School Yearbook Advisor	\$3087.55
Robotics Team Coordinator	\$3087.55
Elementary Music	\$771.89
Event Coordinator	\$3087.55
Seasonal Co-Curricular Positions	
Cispus Coordinator	\$3087.55

Eighth Grade Science Trip Coordinator	\$3087.55
Math Olympiad Coordinator	\$1500
Knowledge Bowl Coordinator	\$1500
Science Fair Coordinator	\$1500

If multiple bargaining unit members agree to split the role between them, the stipend will be split equally among bargaining unit members.

New positions will only be added with agreement and previous discussion between the GEA and District. Job descriptions will be collaboratively drafted and agreed upon prior to any addition to the extracurricular position roster. Prior to addition and inclusion on the extra-curricular job list, the District may require that a new position go through a trial period of one school year prior to being added to the list of positions. This trial position will be paid at a per diem rate for a predetermined number of hours. The trial period will provide all parties with insight as to the responsibilities of the position (including time spent in role and level of student participation/adult responsibility).

Process for establishing a new extra-curricular position:

- Prior to the beginning of a school year, new job title/position is proposed to the District
- Job description is created, including responsibilities and establish expected level of student participation
- Trial year takes place
- New position is evaluated based upon the trial year and a collaborative discussion (GEA/District) takes place to decide if position is worthy of inclusion.
- Year 2: new extra-curricular position is potentially added and stipend is established based upon like responsibilities

In addition, non-coordinator Employees designated and approved by the middle school principal to attend Cispus with sixth graders or the science trip with eighth graders shall be compensated at a rate of \$600 per employee.

~~The Technology Director and Librarian shall each be offered ten (10) extended days paid at per diem with time verified on time sheet.~~

WA-AIM work hours beyond the contracted work day shall be reimbursed at the affected individual's per diem rate of pay. The affected unit members and the Administration will mutually agree upon the amount of reimbursable hours per student portfolio and the hours will be pre-approved (i.e. special projects).

Fringe Benefits

School Employees Benefit Board (SEBB): The District is required to provide Medical Insurance coverage to employees through Washington State Health Care Authority (HCA), SEBB starting January 1, 2020. District and employees will comply with the SEBB requirements as set out in

state law and HCA rules and regulations, these include but are not limited to the following:

- Eligible employees for medical coverage is defined by HCA
- Plans offerings, premium rates and employee contributions are all determined by HCA
- District payments for employee contribution are determined by HCA

Handbook link:

<https://www.hca.wa.gov/assets/pebb/20-0049-school-employee-enrollment-guide-2021.pdf>

GAP

Employees have the option of purchasing the American Fidelity Hospital GAP Plan including the physician office visit benefits for themselves and family members at their discretion. If they choose to purchase coverage, employees will be responsible for enrolling and paying monthly premium rates directly to American Fidelity.

Employee Wellness

The wellness of district employees is paramount. Prior to the end of the 2020-2021 school year, the District will evaluate various Employee Assistance Programs, seek information from several vendors, collect bids and determine which EAP program would be in the best interest of association member and the District, to be in place beginning in the 2021-2022 school year.

ARTICLE VIII: LEAVES

Sick Leave

In the cases of absences necessitated by personal illness, temporary disability or injury of the Employee or family, medical, dental or ocular appointments, or because of quarantine of the immediate family, or emergency, sick leave shall apply.

Disabilities immediately related to childbearing shall be considered temporary disabilities.

Each Employee shall be furnished an accounting of the accumulated sick leave at the beginning of the year. The sick leave provisions are as follows:

1. Every person under contract for a full school year in a position requiring certification shall be entitled to twelve (12) days annual leave of absence for personal illness, temporary disability, personal injury or emergencies. Such sick leave not taken during the year shall be accumulated from year to year. A certificated Employee under contract as a part-time Employee for a period less than the full school year shall be entitled to the proportion of twelve (12) days leave of absence for illness or injury as the total number of full days contracted bears to one hundred eighty (180) days.
2. Pay for a period of absence shall be the same as the pay the Employee would have received by contract for regular services.
3. Personnel claiming sick leave benefits for more than five (5) consecutive days may be required to submit a written statement from a regularly licensed physician which outlines the need for continued absence for medically approved reasons.
4. In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible Employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one (1) day's monetary compensation of the Employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received

shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation: PROVIDED, that no Employee may receive compensation under this section for any portion of leave for illness or injury accumulated at a rate in excess of one (1) day per calendar month.

5. At the time of separation from District employment due to retirement or death an eligible Employee or the Employee's estate shall receive remuneration at the rate equal to one (1) day's current monetary compensation of the Employee for each four (4) full days accrued leave for illness or injury: PROVIDED, that an Employee shall be entitled to all the benefits conferred by this section as of the effective date of RCW 28A.58.096. Any former Employee, upon return to employment with the District, shall be credited with the balance of unused sick leave accumulated at the time of termination of employment with the District.
6. Opportunities for sick leave sharing will be provided in accordance with school board policy and state law. Sick leave sharing may be used for pregnancy-related disability and bonding time with a newborn, newly adopted child, and/or newly placed foster child, pursuant to state law.

Association Leaves

The Griffin Education Association (GEA) will be allowed up to a total of ten (10) days of absence each calendar year for business of the Association. Association members elected or appointed to council, state or national positions shall be granted up to ten (10) days association leave in addition to the days identified above. No more than three (3) employees will use Association Leave on any given day. The Association President will give five (5) days advance notice to the District of pending absence whenever possible and the Association Member(s) who will be absent. The Association will reimburse the District for all costs of hiring a substitute teacher to cover such absences. It is the responsibility of the Association Representative(s) on Association Leave to thoroughly prepare for and brief the substitute to minimize the disruption and its impact on the students.

Long-Term Substitutes

A substitute will be considered "long-term" when employed by the District for twenty (20) or more consecutive days in the same assignment during the current school year. Such employees shall be paid 1.5 times the normal substitute rate. In addition, a substitute will be considered "long-term" when a certificated employee will be gone from a position and it requires the substitute to take over the full responsibilities of the position. In such a situation, the long-term substitute shall be paid 1.5 times the normal substitute rate starting the day they assume the full responsibilities of the position.

Emergency Leave

Emergency leave may be granted for not more than twelve (12) days per year. Under exceptional circumstances additional leave may be granted upon approval by the superintendent. This leave is part of accumulated compensated leave time. Emergency leave may be taken in the cases defined in the following:

1. The problem(s) must have been suddenly precipitated and be of such nature that preplanning is not possible or could not relieve the necessity for the staff member's absence.
2. The problem cannot be one of minor importance or of mere convenience but must be of serious nature.
3. In accord with criteria (1) and (2), medical needs of immediate family members are grounds for use of emergency leave.

Personal Leave

Personal leave is intended for use by Employees to attend to important personal business, which can only be accomplished during the normal working day. Three (3) days of personal leave will be granted to each employee. This leave may not be taken from accumulated compensated leave and shall be paid for by the District. If unused, these days will carry forward to a maximum accumulation of six (6) days, or may be cashed out at the per diem rate of pay. Personal leave days will not be taken during the first two weeks or the last two weeks of school without prior approval of the Superintendent, nor may they be used to extend holiday periods unless mutually agreed upon by the Employee and the Administration. Except in cases of emergency, an employee intending to use more than three days in succession shall give at least a week's notice of this intent.

Bereavement Leave

1. Up to five (5) days of paid bereavement leave shall be granted for each occurrence of death in the Employee's immediate family or immediate household. Said leave will not come off accumulated compensated sick leave. Requests for bereavement leave shall be made according to District procedures to the Superintendent. In situations where additional bereavement time is necessary and appropriate it may be granted at the discretion of the Superintendent.

The immediate family shall be defined as parent, sibling (including in-laws), spouse, child, significant person in an employee's life, foster relationships, aunt, uncle, grandparents and grandchildren of the employee or the employee's spouse. The immediate household shall be defined as all people living in the same family unit, not necessarily relatives.

2. Up to one (1) day of paid leave shall be granted for bereavement of a person of close personal ties.
3. When extended travel is necessary in order to attend a funeral or memorial service, one day for necessary travel will be allowed in addition to leave days provided in paragraph (1) and/or (2) above.

Leave of Absence and Other Leaves

Requests for discretionary leaves of absence will be evaluated on their own merits, not detrimental to the District's instructional program and will be subject to the Superintendent's recommendation and Board action.

Examples include but are not limited to: 1) Family care leave 2) Sabbatical/professional leave.

Any employee granted any approved leave of absence by the District Board of Directors shall be returned to the same or similar position held prior to the leave upon his/her return to the District.

The Board recognizes jury duty as an important civic function. Any school employee who has been summoned for jury duty will be excused in order to do so. These absences will not be deducted from any other leave provision provided in a collective bargaining agreement or employee contracts. Employee shall provide district documentation from the court jurisdiction of time served.

Unpaid Leaves of Absence

In addition to all leave described above, the Board may grant up to one year (180 days) of leave without pay at an employee's request. Requests for leave without pay shall be submitted in writing to the Board secretary. No request shall be denied arbitrarily.

Washington State Paid Family and Medical Leave (PFML)

Employees shall be eligible to receive Paid Family and Medical Leave (PFML) under the Washington State Family and Medical Leave and Insurance Act. To be eligible for this leave, employees must have worked a minimum of 820 hours within the past calendar year. Employees do not have to exhaust all their accumulated leave before using PFML. The District shall pay the state of WA contribution rates for employers of the premium to fund this leave. The Employee shall pay the remainder of the premium. When such leave is used for pregnancy/maternity disability, the District shall maintain health insurance benefits during periods of approved PFML leave.

ARTICLE IX: EMPLOYEE STAFF REDUCTION*

In implementing this article, the parties will seek and practice such principles and values as free and open communication, recognition of the interests of each party, treating people with respect, and participatory objective decision making.

An employee's contract may be non-renewed only pursuant to the evaluation process or as provided for in this Article. Employees currently on provisional (RCW 28A.405.220), leave replacement/retire-rehire (other non-continuing contracts described in RCW 28A.405.900) status or providing contracted educational or support services as a vendor (non-employee) in the District shall be non-renewed prior to the implementation of any reduction-in-force. In the event no Griffin School District employee in the bargaining unit possesses the appropriate certification or licensure to provide any required educational or support services currently contracted, the District shall notify the Griffin Education Association that such services will continue as required by law.

1. APPLICABILITY

A layoff is necessary when the number of employees with continuing contracts returning for the following year (after considering attrition due to retirement, resignations, and leaves) exceeds the number of positions needed based on (a) projected student enrollment for the following year or (b) a significant reduction in total resources (after accounting for savings due to attrition) compared to the current fiscal year.

2. CONSULTATION

No later than April 1 of a year in which a layoff is anticipated, the District shall provide to the Association the rationale and data for its conclusion that a layoff may be necessary. If the Association has a need to see any additional data regarding this conclusion, the District shall respond to requests for information on an expedited basis. During this time, the parties agree to meet and consider alternatives to eliminate or minimize the number of employees who will be laid off, including but not limited to negotiations for amendments to the collective bargaining agreement for the development of mutually-agreed attrition incentives.

3. SENIORITY

If a layoff affecting members of the bargaining unit is necessary, the least senior employees on the list shall be the first to be laid off. Tenured certificated staff (see RCW 28A.405.210) shall be ranked according to total certificated teaching years as determined by the most current S275 Report (as of August 31st) used by the Office of Superintendent of Public Instruction.¹ In the event of ties, ranking will be based on total longevity seniority at Griffin School District. Total longevity will be determined by the actual FTE (Full Time Equivalent) for the individuals based upon their service. Any further ties shall be determined by lot in the presence of both administrative and Association representatives.

By January 10th of each year, the District shall provide to the Association a seniority list for employees with verified seniority dates as defined above. In the event the Association disputes the accuracy of the list or the failure of the District to follow the procedures cited in this Article, the matter shall be subject to the grievance procedure up to and including arbitration. Individual employees disputing their placement on the list shall have thirty (30) calendar days from the release of the same to submit corrections to the District Superintendent. The Superintendent

shall respond to any employee submitting corrections within thirty (30) days from receipt of the corrections.

4. RECALL

Employees whose contracts are not renewed due to layoff will be placed in a rehire pool for two (2) years from the August 31st effective date of layoff. After the first year of being laid off it is the employee's responsibility to communicate to the District with a registered letter their continued interest in employment. The District is not responsible to rehire employees accepting a contract in another district under their Washington State Teacher Certification. All employees in the recall pool shall be rehired before any person outside the pool is hired by the District. While persons are in the recall pool, if a position becomes available that the District intends to fill through hiring, the District shall first hire the most senior employee in the recall pool with the certification required for the position. If no person in the pool has the necessary certification, the District shall rehire the most senior employee in the pool, regardless of certification, and reassign or transfer existing employees. While persons are in the recall pool, the district's right to reassign or transfer employees supersedes the provision of Article VI: WORKING CONDITIONS, specifically: Assignment and Transfer in order to facilitate the rehiring of persons in the recall pool.

Notification of recall from the District will be by certified mail or personal delivery to the employee at his or her last known address. It shall be the responsibility of the individual to notify the District of any change in address. Such employee will have four (4) workdays from the receipt of the letter to accept the position. If an individual fails to accept a position offered such individual will be dropped from the recall pool.

While employees are in the recall pool, daily casual and long-term substitute positions should be first made available to employees who are laid off. Employees in the recall pool agree to enroll in the substitute finder services in use by the District. Employees seeking substitutes will be provided a list of employees in the recall pool and directed to request a substitute from that list in descending order of seniority beginning with the most senior employee for each requested substitution. First right of refusal for the substitute position offered will be done in descending order of seniority beginning with the most senior employee in the recall pool.

No vendors providing contracted educational or support services shall be contracted until all laid-off employees have been recalled except as provided for elsewhere in this Article.

5. DISPUTE RESOLUTION

Any claim, dispute, or disagreement involving the interpretation, obligations, rights, or application of the terms of this Article, by an individual or the Association, shall be subject to the procedures outlined in Article IV: GRIEVANCE PROCEDURE and shall include final resolution through the utilization of Step Four: Arbitration of the Grievance Procedure notwithstanding any provision to the contrary. The grievance shall be filed within the time limitations of Article IV and initiated at step 2 except as noted otherwise in this Article. Matters regarding the non-renewal or adverse effect of an employee's contract shall be in accordance with Washington State statutes or, at the Association's discretion through the arbitration procedure referenced herein (GriffinRIF5 revision 3-2-10)

¹The parties acknowledge that the Form S-275 determines total teaching experience by factoring in whether teaching experience was full-time or part-time. Therefore, it is understood that the following language in Section 3 of Article IX, "Total longevity seniority will be determined by the actual FTE (Full Time Equivalent) for the individuals based upon their service," is not relevant to the calculation of teaching experience.

The parties also acknowledge that the terms "total certificated teaching years" and "total longevity seniority" are synonymous for the purposes of Article IX. Therefore, a Continuing Contract employee with the highest number of total certificated teaching years as shown on the Form S-275 is the most senior employee. If employees have an equal number of such years, the most senior of those employees will be the employee with the highest number of total certificated teaching years in the District. Based on these understandings there is not a "verified seniority date" as such, but rather the seniority list required in Section 3 will show an employee's total teaching experience and total teaching experience in the District.

ARTICLE X: DURATION

ONE (1) YEAR September 1, 2023-August 31, 2024





The Agreement is effective September 1, 2023, and shall expire August 31, 2024. For each school year, fringe benefits, salary, and a "wild card" shall be re-openers for negotiations.

If the staff development pilot is discontinued, negotiations on staff development and the Supplemental Responsibility Contract (SRC) shall reopen.

Negotiations between the parties for re-openers shall begin no later than June 30 prior to the new school year.

Negotiations between the parties for a successor agreement shall begin no later than ninety (90) days prior to the expiration date of this agreement.

BOARD OF DIRECTORS' SIGNATURES

 Chairman
 Vice Chair
 Director
 Director

Director

ATTEST:  Secretary to the Board

ADOPTED THIS 27th DAY OF September, 2023.

G.E.A. REPRESENTATIVES




APPENDIX A

GRIFFIN SCHOOL DISTRICT #324

EVALUATION REPORT – CERTIFICATED EMPLOYEE – SHORT FORM

Employee Name: _____

Teaching Assignment: _____ (If less than full-time, specify)

This is to report that the above named certificated employee is qualified for short-form evaluation as defined in the GEA Agreement and has chosen to be so evaluated. This is also to certify that the required evaluation has occurred.

Evaluator's Signature

Date

Employee's Signature

Date

Distribution: 1 copy to Personnel
1 copy to Employee
1 copy to Evaluator

APPENDIX B

GRIFFIN SCHOOL DISTRICT #324

FORMAL EVALUATION REPORT - CLASSROOM TEACHER

NAME: _____ TYPE OF EVALUATION: _____

TEACHING ASSIGNMENT: _____ ANNUAL: _____
90 DAY: _____
OTHER: _____

It is my judgment, based upon adopted criteria, that this teacher's overall performance has been satisfactory/unsatisfactory during the evaluation period.

Evaluator's Signature

This evaluation is based upon observations which occurred on the dates and for the durations as follows as a minimum:

CRITERIA: _____ STRENGTHS: WEAKNESSES: SUGGESTIONS
FOR IMPROVEMENT (SEE ATTACHED)
(Refer to list of adopted criteria)

INSTRUCTIONAL SKILLS:

CLASSROOM MANAGEMENT:

PROFESSIONAL PREPARATION & SCHOLARSHIP:

EFFORT TOWARD IMPROVEMENT WHEN NEEDED:

HANDLING OF STUDENT DISCIPLINE AND ATTENDANT PROBLEMS:

INTEREST IN TEACHING PUPILS:

KNOWLEDGE OF SUBJECT MATTER:

ADDITIONAL COMMENTS: _____

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

DATE: _____ TEACHER: _____

I DISAGREE WITH THIS EVALUATION. (SEE ATTACHMENT)

APPENDIX C



Griffin School District #324
Pre-Observation Conference Form

Observer: _____ Teacher: _____

Date of Conference: _____ Class Observed: _____

Date: _____ Time: _____

+ Questions	Notes
<p><u>Special Information/Classroom Environment and Culture</u></p> <p>Briefly describe the students in this class, including those needing additional consideration (Highly Capable, Special Ed, Title I/LAP, behavior, etc.)</p> <p>Do you have a particular request for me to observe during this lesson?</p>	
<p><u>Learning Target/Assessment</u></p> <p>What are your learning objectives for this lesson and how will they be measured?</p> <p>What evidence will you use to determine the success of the lesson?</p>	
<p><u>Delivery of Lesson</u></p> <p>How do you intend to deliver the lesson (<u>e.g.</u> activities, materials, and resources)?</p>	
<p><u>Curriculum</u></p> <p>Please upload any worksheets/materials students will be using.</p> <p>What instruction supporting materials/technology will you utilize?</p> <p>To which part of your curriculum does this lesson relate?</p>	
<p><u>Student Engagement</u></p> <p>How will you engage students throughout the lesson? What is your role? Students:</p> <p>How will you differentiate instruction for different students based upon their learning styles or accommodations?</p>	

APPENDIX D



Griffin School District #324
 Post-Observation Conference Form

Observer: _____ Teacher: _____

Date of Conference: _____ Class Observed: _____

Date: _____ Time: _____

Questions

Notes

<p><u>Special Information/Classroom Environment and Culture</u></p> <p>How did you differentiate your instruction to meet the need of each learner with this lesson? Please provide examples.</p> <p>Did you depart from your plan? How and why?</p>	
<p><u>Learning Target/Assessment</u></p> <p>How successful was the lesson? Did the students learn what you intended? How do you know? Please Provide evidence.</p>	
<p><u>Delivery of Lesson</u></p> <p>Comment on different aspects of your instruction delivery (e.g. activities, grouping, materials, and resources). To what extent were they effective?</p>	
<p><u>Curriculum</u></p> <p>After reflecting on the lesson, comment on any modifications you would make to the lesson, its delivery, and/or materials used.</p>	
<p><u>Student Engagement</u></p> <p>Reflect on the level of student engagement for this lesson both from your observations and from student work samples.</p>	

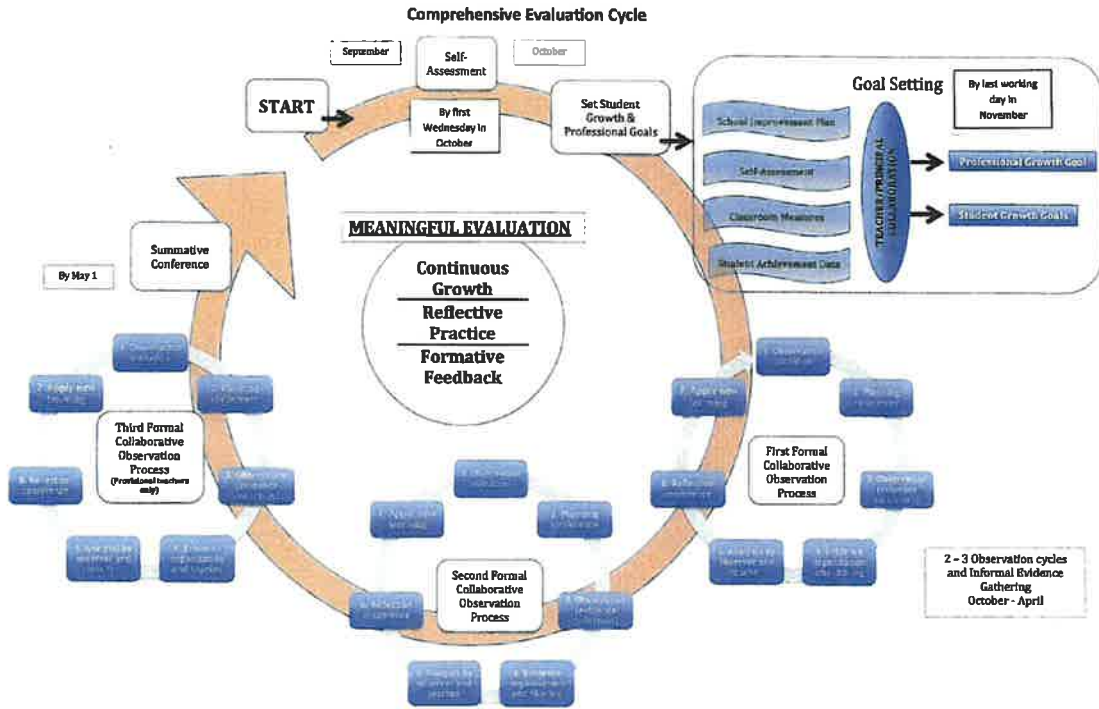
APPENDIX E

FRAMEWORK FOR TEACHING COMPONENTS OF PROFESSIONAL PRACTICE AND ALIGNMENT TO WASHINGTON STATE CRITERIA

(SC = State Criterion)

<p>Domain 1: Planning and Preparation</p> <p>1a. Demonstrating knowledge of context and pedagogy (SC4)</p> <ul style="list-style-type: none"> • Knowledge of content and the structure of the discipline • Knowledge of prerequisite relationships • Knowledge of content/related pedagogy <p>1b. Demonstrating knowledge of students (SC3)</p> <ul style="list-style-type: none"> • Knowledge of child and adolescent development • Knowledge of the learning process • Knowledge of students' interests and cultural heritage • Knowledge of students' special needs <p>1c. Setting instructional outcomes (SC4)</p> <ul style="list-style-type: none"> • Value, sequence and alignment • Clarity • Balance • Suitability for diverse learners <p>1d. Demonstrating knowledge of resources (SC4)</p> <ul style="list-style-type: none"> • Resources for classroom use • Resources to extend content knowledge and pedagogy • Resources for students <p>1e. Designing coherent instruction (SC4)</p> <ul style="list-style-type: none"> • Learning activities • Instructional materials and resources • Instructional groups • Lesson and unit structure <p>1f. Designing student assessments (SC6)</p> <ul style="list-style-type: none"> • Congruence with instructional outcomes • Criteria and standards • Design of formative assessment • Use for planning 	<p>Domain 2: Classroom Environment</p> <p>2a. Creating an environment of respect and rapport (SC5)</p> <ul style="list-style-type: none"> • Teacher interaction with students • Student interactions with one another <p>2b. Establishing a culture for learning (SC1)</p> <ul style="list-style-type: none"> • Importance of the content • Expectations for learning and achievement • Student pride in work <p>2c. Managing classroom procedures (SC5)</p> <ul style="list-style-type: none"> • Management of instructional groups • Management of transitions • Management of materials and supplies • Performance of non-instructional duties • Supervision of volunteers and paraprofessionals <p>2d. Managing student behavior (SC5)</p> <ul style="list-style-type: none"> • Expectations • Monitoring student behavior • Responses to student misbehavior <p>2e. Organizing physical space (SC5)</p> <ul style="list-style-type: none"> • Safety and accessibility • Arrangement of furniture and use of physical resources
<p>Domain 4: Professional Responsibilities</p> <p>4a. Reflecting on Teaching (SC2)</p> <ul style="list-style-type: none"> • Accuracy • Use in future teaching <p>4b. Managing accurate records (SC6)</p> <ul style="list-style-type: none"> • Student completion of assignments • Student progress in learning • Non-instructional records <p>4c. Communicating with families (SC7)</p> <ul style="list-style-type: none"> • Information about the instructional program • Information about individual students • Engagement of families in the instructional program <p>4d. Participating in a professional community (SC8)</p> <ul style="list-style-type: none"> • Relationships with colleagues • Involvement in a culture of professional inquiry • Service to school • Participation in school and district projects <p>4e. Growing and developing professionally (SC8)</p> <ul style="list-style-type: none"> • Enhancement of content knowledge and pedagogical skill • Receptivity to feedback from colleagues • Service to profession <p>4f. Showing professionalism (SC8)</p> <ul style="list-style-type: none"> • Integrity and ethical conduct • Service to students • Advocacy • Decision making • Compliance with school and district regulations 	<p>Domain 3: Instruction</p> <p>3a. Communicating with students (SC1)</p> <ul style="list-style-type: none"> • Expectations for learning • Directions and procedures • Explanation of content • Use of oral and written language <p>3b. Using questioning and discussion techniques (SC2)</p> <ul style="list-style-type: none"> • Quality of questions • Discussion techniques • Student participation <p>3c. Engaging students in learning (SC1)</p> <ul style="list-style-type: none"> • Activities and assignments • Grouping of students • Instructional materials and resources • Structure and pacing <p>3d. Using assessment and instruction (SC6)</p> <ul style="list-style-type: none"> • Assessment criteria • Monitoring of student learning • Feedback to students • Student self-assessment and monitoring of progress <p>3e. Demonstrating flexibility and responsiveness (SC3)</p> <ul style="list-style-type: none"> • Lesson adjustment • Response to students • Persistence

APPENDIX F



APPENDIX G

Danielson Framework

The Framework for Teaching Evaluation Instrument 2013 Edition

Danielson Framework for Teaching link below:

https://www.k12.wa.us/sites/default/files/public/tpep/frameworks/danielson/danielson_wa_alignment.pdf

APPENDIX H

Transfer/Reassignment Request Form
(GEA Contract)

Employee's Name: _____

Current Assignment: _____

I desire a transfer/reassignment to the following positions:

(Requested Position): _____

Employee Signature: _____

Date: _____

Griffin Education Association

Assignment and Transfers

Employees shall be assigned to teaching positions on the basis of longevity of experience in the teaching situation questioned, qualifications of the Employee, the needs of the District and the express preference of the Employee. Preference shall be given to current District employees.

All vacancies and new positions shall be posted via email (or postal service during non-school time) for seven (7) days.

Employees who desire a transfer or reassignment shall complete a Transfer/Reassignment Request Form (Appendix G) provided by the District within seven (7) calendar days of internal publication of vacancies or new positions.

Within seven (7) days from the closing date of the internal posting the District will determine if an internal transfer will occur. An employee whose transfer request is denied will be provided the reasons for denial in writing.

APPENDIX I

2023-2024 School Year Calendar

School Board Approval: **May 10, 2023**



SEPTEMBER 2023

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

18

OCTOBER 2023

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

22

NOVEMBER 2023

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

18

DECEMBER 2023

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

11

JANUARY 2024

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

21

FEBRUARY 2024

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

19

Important Dates

- Sept 4th..... Labor Day
- Sept 6th..... First Day of School
- Sept 11th..... First Day of Kindergarten
- Sept 13th..... School Board Work Session
- Sept 27th..... School Board Meeting
- Oct 11th..... School Board Work Session
- Oct 25th..... School Board Meeting
- Nov. 6th..... 1st Quarter Ends
- Nov 8th..... School Board Work Session
- Nov 10th..... Veterans Day
- Nov 22-24th..... Thanksgiving Break
- Dec 13th..... School Board Meeting
- Dec 18-29th..... Winter Break
- Jan 1st..... New Year's Day
- Jan 10th..... School Board Work Session
- Jan 31st..... 1st Semester Ends
- Jan 15th..... Martin Luther King Jr. Day
- Jan 24th..... School Board Meeting
- Feb 14th..... School Board Work Session
- Feb 19th..... Presidents' Day
- Feb 20th..... Mid-Winter Break
- Feb 28th..... School Board Meeting
- Mar 13th..... School Board Work Session
- Mar 27th..... School Board Meeting
- Apr 1-5th..... Spring Break
- Apr 10th..... School Board Work Session
- Apr 12th..... 2nd Quarter Ends
- Apr 24th..... School Board Meeting
- May 8th..... School Board Work Session
- May 22nd..... School Board Meeting
- May 27th..... Memorial Day
- June 12th..... School Board Work Session
- June 17th..... Last Day of School
- June 19th..... Juneteenth Holiday
- June 26th..... School Board Meeting
- July 4th..... Fourth of July Observed
- July 10th..... School Board Retreat Mtg
- July 24th..... School Board Meeting
- Aug 14th..... School Board Retreat Mtg
- Aug 28th..... School Board Meeting

Note: Some aspects of this calendar may change during the school year. Snow days will be made up at the end of the year.

MARCH 2024

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

21

APRIL 2024

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

17

MAY 2024

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

22

JUNE 2024

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

11

JULY 2024

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

AUGUST 2024

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

APPENDIX J

GEA Salary Schedule – 2023/24 School Year

Griffin School District
2023-24 School Year Salary Schedule

YRS of Exp	BA-0	BA-15	BA-30	BA-45	BA-90	G-135	MA-0	MA-45	MA-90
0	\$61,103	\$62,753	\$64,463	\$66,177	\$71,676	\$75,217	\$73,257	\$78,756	\$82,301
1	\$61,925	\$63,598	\$65,330	\$67,119	\$72,675	\$76,198	\$74,072	\$79,628	\$83,148
2	\$62,709	\$64,398	\$66,148	\$68,075	\$73,616	\$77,175	\$74,892	\$80,431	\$83,991
3	\$63,517	\$65,222	\$66,991	\$68,979	\$74,509	\$78,154	\$75,669	\$81,194	\$84,842
4	\$64,308	\$66,089	\$67,868	\$69,926	\$75,488	\$79,160	\$76,483	\$82,045	\$85,719
5	\$67,213	\$67,963	\$68,713	\$70,884	\$76,426	\$80,171	\$77,311	\$82,855	\$86,600
6	\$68,057	\$68,817	\$69,576	\$71,855	\$77,370	\$81,136	\$78,160	\$83,676	\$87,438
7	\$69,552	\$70,328	\$71,104	\$73,508	\$79,105	\$82,974	\$79,750	\$85,344	\$89,215
8	\$71,806	\$72,607	\$73,408	\$76,011	\$81,683	\$85,695	\$82,251	\$87,925	\$91,934
9	\$71,806	\$75,017	\$75,844	\$78,541	\$84,345	\$88,493	\$84,779	\$90,587	\$94,735
10	\$71,806	\$75,017	\$78,308	\$81,200	\$87,082	\$91,369	\$87,441	\$93,324	\$97,608
11	\$71,806	\$75,017	\$78,308	\$83,938	\$89,948	\$94,320	\$90,178	\$96,190	\$100,560
12	\$71,806	\$75,017	\$78,308	\$86,588	\$92,891	\$97,393	\$93,023	\$99,131	\$103,635
13	\$71,806	\$75,017	\$78,308	\$86,588	\$95,905	\$100,541	\$95,968	\$102,145	\$106,781
14	\$71,806	\$75,017	\$78,308	\$86,588	\$98,934	\$103,808	\$99,000	\$105,373	\$110,050
15	\$71,806	\$75,017	\$78,308	\$86,588	\$101,508	\$106,509	\$101,573	\$108,122	\$112,911
16	\$71,806	\$75,017	\$78,308	\$86,588	\$103,537	\$108,637	\$103,604	\$110,274	\$115,168

BA + 135 Grandfathered Column by definition below:
Bachelor's degree and eligible academic credits that were earned after the degree was awarded and before January 1, 1992

Calculation
PY base \$58,923 X 3.7% (GEA 3.7% IPD from Session)

APPENDIX K



Personal Day Request Form

(Extended Holiday/Vacation/First or Last 2 Weeks)

Prior approval/agreement with administration is required only if an employee is requesting a personal day(s) within the first 2 or last 2 weeks of school or to extend a holiday period. Please submit this form for approval, upon approval it is your responsibility to request a substitute and enter leave in Skyward.

GEA CBA (pg. 44) : Personal leave days will not be taken during the first 2 weeks or the last 2 weeks of school without prior approval from the Superintendent, nor may they be used to extend holiday periods unless mutually agreed upon by the Employee and the Administration. Except in cases of emergency, an employee intending to use more than 2 days in succession shall give at least a week's notice of this intent.

Employee's Name: _____

Date(s) of Requested Personal Leave: _____

Employee's Signature: _____

Today's Date: _____

**Approval required for first/last 2 weeks of school and/or extending holiday periods*

Approved: _____

Denied: _____

Reason:

Administrator Signature: _____ Date: _____

(Administration will approve within 3 working days of submission of form)

Cc: Employee, Anthony DeLuca, Human Resources, Superintendent