

Collective Bargaining Agreement between

**Lake Washington School
District #414**



**Lake Washington Education
Association**

2021 – 2023

Effective August 11, 2021, through August 10, 2023

Lake Washington School District

Every Student Future Ready

Prepared for college · prepared for the global workplace · prepared for personal success

Contents

TRUST AGREEMENT.....	3
PRINCIPLES OF THE RELATIONSHIP	3
MUTUAL INTERESTS.....	3
RELATIONSHIP OF THE TRUST AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT	4
PREAMBLE	4
WITNESSETH.....	4
DISTRIBUTION OF AGREEMENT	5
DEFINITIONS	5
ARTICLE 1 RECOGNITION	5
ARTICLE 2 STATUS OF THE AGREEMENT	6
ARTICLE 3 CONFORMITY TO LAW.....	6
ARTICLE 4 MAINTENANCE OF STANDARDS.....	6
ARTICLE 5 ASSOCIATION RIGHTS.....	7
ARTICLE 6 DISTRICT RIGHTS.....	8
ARTICLE 7 DUES DEDUCTIONS AND REPRESENTATION FEES.....	8
ARTICLE 8 REQUIRED AND OTHER DEDUCTIONS	9
ARTICLE 9 EMPLOYEE WORK YEAR.....	9
ARTICLE 10 EMPLOYEE RIGHTS AND RESPONSIBILITIES	11
ARTICLE 11 PROGRESSIVE DISCIPLINE	14
ARTICLE 12 WORK DAY.....	15
ARTICLE 13 CLASS SIZE/CASE LOAD.....	20
ARTICLE 14 NON-INSTRUCTIONAL DUTIES AND TRAVEL.....	34
ARTICLE 15 ACADEMIC FREEDOM.....	35
ARTICLE 16 EMPLOYEE FILES	35
ARTICLE 17 EMPLOYEE FACILITIES	37
ARTICLE 18 STUDENT DISCIPLINE	38
ARTICLE 19 LEAVES	39
ARTICLE 20 SALARIES, STIPENDS AND EXTENDED CONTRACTS.....	46
ARTICLE 21 SALARY FACTORS OF COMPENSATION.....	48
ARTICLE 22 SEBB and INSURANCE.....	50
ARTICLE 23 TRANSFER AND REASSIGNMENT	54
ARTICLE 24 RETENTION, LAY-OFF AND RECALL.....	59
ARTICLE 25 NON-CONTINUING CONTRACT EMPLOYEES.....	60
ARTICLE 26 CLASSROOM TEACHER AND OTHER CERTIFICATED EDUCATOR EVALUATION	61
ARTICLE 27 CONFLICT RESOLUTION AND GRIEVANCES PROCEDURE	73
ARTICLE 28 BARGAINING UNIT WORK.....	76
ARTICLE 29 STUDENT TEACHERS AND INTERNS.....	77
ARTICLE 30 ATTENDANCE INCENTIVE PROGRAM	77
ARTICLE 31 NO STRIKE – NO LOCK OUT	77
ARTICLE 32 DURATION OF AGREEMENT AND REOPENING	78
APPENDIX INDEX	79
APPENDIX A1 – SALARY SCHEDULE.....	79
APPENDIX A2 – RESPONSIBILITY CONTRACT.....	80
APPENDIX A3 – REMEDY SCHEDULE	82
APPENDIX B – COMPREHENSIVE DEPARTMENT CHAIR	83
APPENDIX C – SUBSTITUTE TEACHERS.....	84
APPENDIX E – CALENDARS.....	88
APPENDIX F – TECHNOLOGY INTERGRATION SUPPORT.....	91
APPENDIX G – RUNNING START FUNDS.....	92

APPENDIX H – NATIONAL CERTIFICATIONS.....	93
APPENDIX I – SLP SEVERITY RATION MATRIX.....	95
APPENDIX J – SUPPORT OF STATE AND DISTRICT MANDATED ASSESSMENTS.....	96
APPENDIX K – NEW DISTRICT PROGRAM & PRACTICES.....	97
APPENDIX L – INVOLUNTARY TRANSFER / OVER-STAFFING PROCESS.....	99
APPENDIX M – PROCEDURE - JOB SHARE.....	101
APPENDIX N – RETENTION LAYOFF AND RECALL.....	105
APPENDIX O – JOINT COMMITTEE FOR CONTRACT WAIVERS.....	109
APPENDIX P – BUILDING AND STAFF RELATION TO SPECIAL NEEDS STUDENTS.....	110
APPENDIX Q – PROFESSIONAL COMMUNITIES AND COLLABORATION (PCC).....	111
APPENDIX R – PERSONALIZATION GUIDELINES.....	112
APPENDIX S – MODERNIZATION.....	115
APPENDIX U – MULTILINGUAL LEARNER PROGRAM – REVIEW OF STAFFING, PROFESSIONAL DEVELOPMENT, AND INSTRUCTIONAL MODEL.....	117
LETTER OF UNDERSTANDING – LWSD and LWEA.....	118
INDEX.....	119

TRUST AGREEMENT

This Trust Agreement describes the principles upon which the Lake Washington School District No. 414 and the Lake Washington Education Association base our relationship, our mutual interests, and joint commitment to achieve these mutual interests. By creating this Agreement, we hereby commit to continuing a collaborative relationship that aspires to last beyond the tenure of those currently in leadership positions in our respective organizations.

PRINCIPLES OF THE RELATIONSHIP

We hereby commit to work together to establish a vibrant and successful learning community that actively involves students, staff, and community. We strive for a relationship that promotes success for our students, our schools, and our community by:

- . Creating an atmosphere of mutual trust and respect.
- . Nurturing a culture of collaboration.
- . Respecting the finite resource of teacher time.
- . Recognizing limited financial resources.
- . Recognizing individual talents and strengths.
- . Increasing staff diversity.
- . Encouraging innovations and risk-taking with a focus on improvement.
- . Learning from failure.
- . Building upon our successes.
- . Providing opportunities for individual growth.
- . Openly sharing information, knowledge, and experience; and
- . Providing a caring, safe learning and working environment that is clean, healthy, functional, non-violent, and free of discrimination, intimidation, and harassment.

MUTUAL INTERESTS

The Association and the District are committed to achieving the following mutual interests:

- A. Support for the District Mission and Goals:** The District's mission was developed through the combined interaction of community members and staff. We commit to operating in ways that help realize this mission for all learners.
- B. Accountability for Quality and Performance:** We commit to improve existing structures to increase the accountability of those participating in the school system. Teachers, students, and parents share accountability for student performance, and the community is accountable for making available the resources needed to meet the learning needs of its families and their children.
- C. Fiscal Responsibility:** We have a joint responsibility to utilize resources effectively, maintain a balanced budget, and ensure resources are best used to help all members of the school system reach their potential.
- D. Academic Achievement and Professional Responsibility:** We commit to the development of structures to improve student academic achievement, to provide for training and support of our staff, to create structures that support teachers in their workload, and to create compensation structures that recognize our teaching and teaching support staff as professionals.
- E. Involvement and Decision-Making:** We commit to our shared decision-making process and view it as a positive benefit for students, staff, and the community and we commit to supporting decisions that are made. We

welcome parents and community members in the schools to observe, assist, and participate in the educational process.

F. Individual Rights & Responsibilities: The Association and the District acknowledge that we are working toward the ultimate goal of creating a system where the delineation of specific individual employee and district rights and responsibilities within our Agreements become unnecessary because they will be understood values, norms, and operating principles of the District and Association. To initiate this process, the following guidelines and principles will be utilized to acknowledge the unique responsibility the organizations have to the individuals who work within them:

- Staff will be treated with respect and dignity and will treat each other that way. Students, parents, and community members will be treated with respect and dignity.
- Learning is fostered and promoted in an atmosphere in which there is freedom to provide for the free and orderly flow and examination of ideas so that students may gain the skills to gather and synthesize information, discriminate between fact and opinion, discuss differing viewpoints, analyze problems, and draw conclusions.
- Staff will exercise professional judgment when presenting subject matter. Teachers are expected to maintain a high professional standard of teaching and to employ the most effective teaching techniques to meet the District's mission.
- Staff has the responsibility to conduct themselves in a manner befitting the profession.

RELATIONSHIP OF THE TRUST AGREEMENT TO THE COLLECTIVE BARGAINING AGREEMENT

The Trust Agreement is one part of the Collective Bargaining Agreement between the District and the Association. The Trust Agreement expands the traditional collective bargaining relationship between the District and the Association. We believe that if the relationships between people are governed by the principles and interests described herein, the need for a traditional collective bargaining document as a protection will be reduced. It is our hope that the traditional collective bargaining agreement will evolve into a less formal document that can be updated and communicated as issues are jointly and continuously addressed.

PREAMBLE

This Agreement is entered into by and between the Lake Washington School District No. 414, King County, Washington, hereinafter referred to as the "District" and the Lake Washington Education Association, hereinafter referred to as the "Association."

WITNESSETH

Whereas the parties to this Agreement are committed to a goal of quality education, and
Whereas, the parties have a statutory obligation, pursuant to the Education Employment Relations Act, to bargain with respect to wages, hours, terms, and conditions of employment, and

Whereas the parties have reached certain understanding which they desire to confirm in this Agreement,
In consideration of the following mutual covenants, it is hereby agreed as follows:

DISTRIBUTION OF AGREEMENT

The District and the Association will make this Agreement available on their respective websites. Limited print copies will be provided to worksites and to the Association.

DEFINITIONS

District: The term "District" as used in this Agreement will mean the Lake Washington School District No. 414, King County, Washington.

Association: The term "Association" as used in this Agreement will mean the Lake Washington Education Association.

Employee or Teacher: The term "employee" or "teacher" as used in this Agreement will mean those employees represented by the Association in the bargaining unit as defined in the Recognition Clause.

Immediate Family: The immediate family of the employee will be a spouse, parent, brother, sister, child, grandparent, or grandchild by blood, marriage, or legal adoption.

Household Anyone permanently residing in the employee's residence and considered a part of the family.

Salary: Base salary, exclusive of other types and forms of compensation.

Substitute Teacher: Employees who are hired on an incidental basis for a short duration, usually to replace an individual out on an absence for a brief or unknown period of time, have substitute status.

ARTICLE 1| RECOGNITION

SECTION 1.1 - REPRESENTATION

The District recognizes the Association as the exclusive bargaining representative with respect to wages, hours, terms, and conditions of employment for all educational employees of the District, whether under contract or on leave. Such representation will also cover all educational employees assigned to reinstated or newly created positions, unless the parties agree in advance that such positions are principally supervisory or administrative. Should the parties fail to agree, either side may appeal to the Public Employment Relations Commission.

Section 1.1.1 - SUBSTITUTES

Such representation will also include substitute teachers who:

- A. Have worked a minimum of thirty (30) days for the District within any twelve (12) month period ending during the current or immediately preceding school year and who continue to be available for employment as substitutes, and
- B. Are employed by the District in positions where it is anticipated or comes to pass that a member of the bargaining unit will be absent from his/her regular assignment and will be replaced in such assignment for more than twenty (20) consecutive workdays.

These employees are covered by the following sections: Workday; sick leave-substitutes; student discipline; dues deductions; and any other section where substitutes are specifically mentioned.

Employees with substitute status shall receive the rate established by the District and Association ([See Appendix C](#)).

SECTION 1.2 - EXCLUSIONS

Representation by the Association will exclude the Superintendent, Deputy Superintendent, Associate Superintendents, Directors, Associate Directors, Administrators, Supervisory Employees, and all classified employees of the District.

ARTICLE 2 | STATUS OF THE AGREEMENT

SECTION 2.1

Once a tentative agreement on a collective bargaining agreement has been reached, such Agreement will become effective when ratified by the Association and approved the Board and executed by authorized representatives thereof and may be amended or modified only with the mutual consent of the parties.

This Agreement will supersede any rules, regulation, policies, or resolution of the District that are contrary to or inconsistent with its expressed terms.

If any individual employee contract contains any language inconsistent with this Agreement, this Agreement will be controlling.

The District agrees that for the duration of this Agreement, it will take no unilateral action to affect the wages, hours, or terms and conditions of employment of bargaining unit members.

Any school or program requesting a waiver to any part of the collective bargaining agreement will follow the procedures outlined in [Appendix Q, Professional Communities and Collaboration \(PCC\)](#)

ARTICLE 3 | CONFORMITY TO LAW

SECTION 3.1

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

If any provision of this Agreement is found to be contrary to law, the Board and Association agree to commence bargaining on such provision as soon as reasonably possible.

ARTICLE 4 | MAINTENANCE OF STANDARDS

SECTION 4.1

During the term of this Agreement the District will maintain those District Policies, Rules and Regulations and administrative interpretation(s) which directly affect employees' wages, hours, and terms and conditions of employment which are in effect on the effective date of this agreement unless such policies, rules and regulations and administrative interpretations are superseded by this Agreement, state or federal legislation, regulation, or other legal authority.

ARTICLE 5 | ASSOCIATION RIGHTS

SECTION 5.1

Upon fulfilling the prescribed District procedures, the Association will have the privilege of using District buildings for meetings held outside normal school hours.

SECTION 5.2

The Association will be permitted to transact official business on school property at reasonable times, provided that this will not interfere with or interrupt normal school operations and that usual school visiting procedures are followed.

SECTION 5.3

The Association will have the privilege of using District facilities and equipment at reasonable times when such facilities and equipment are not otherwise in use. The Association agrees to reimburse the District for any school materials and supplies used and to pay a rental charge for the use of any facilities or equipment if applicable under prescribed District procedures.

SECTION 5.4

The Association will have the use of a bulletin board in each school building for posting the Association notices. A copy of any posted notice will be supplied to the principal. The Association agrees that Association notices posted on the bulletin board will be neither abusive nor libelous.

SECTION 5.5

The Association may use the District mail service, employee mailboxes, technology, and electronic mail in compliance with district policies and regulations for communications to employees.

SECTION 5.6

Upon reasonable request of the Association, the District will furnish information that is normally produced in the day-to-day operations of the District and is germane to their representation rights. The Association will pay costs of furnishing such material.

SECTION 5.7

The District will consider Association input when planning levy programs.

SECTION 5.8

Notwithstanding the above provisions, in the event the Association, its officers or agents, and/or members, engage in a strike, or work stoppage, any and all of the above provisions are cancelled, during the period of such activity. This provision shall not apply to the Association President while on leave.

SECTION 5.9

The rights granted in this article to the Association are afforded to the Association as the representative of employees covered under this agreement and will not be granted or extended to any competing employee organization seeking to represent said employees during the term of this Agreement.

ARTICLE 6 | DISTRICT RIGHTS

SECTION 6.1

Except as otherwise specifically limited by provisions of this Agreement, the District has the exclusive right to exercise all the rights or functions of management, including but not limited to: the development, adoption, implementation, and enforcement of District policies, rules, regulations, and administrative interpretation involved in the implementation of those policies in furtherance of management rights or functions, and the use of judgment and discretion in connection with the exercise of District rights.

It is expressly agreed by the Association that the enumeration of District rights in this article will not be deemed to exclude other District rights not specifically enumerated above.

ARTICLE 7 | DUES DEDUCTIONS AND REPRESENTATION FEES

SECTION 7.1

On or before September 15 of each school year, the Association will give written notice to the District of the dollar amount of dues required for membership in the Association, including required affiliate dues, which are to be deducted in the coming school year and transmitted to the Association.

SECTION 7.1.1

The deductions authorized above will be made in twelve (12) equal amounts from each paycheck beginning the pay period in September through the pay period in August of each year. Employees who commence employment after September or terminate employment before June will have their deductions prorated at one twelfth (1/12) of the total annual amount for each month the employee is employed. The District shall remit all funds so deducted.

SECTION 7.1.2

The deductions authorized above for substitute teachers will be computed on a daily rate multiplied by the number of days worked each month. The District shall remit all funds so deducted accompanied by a list of substitute employees from whom the deductions were made.

SECTION 7.1.3

The Association shall reimburse any employee dues or representation fees deducted in excess of the total amount due to the Association at that time and provided that the Association or its affiliate actually received the excessive amount.

SECTION 7.2 - MEMBERSHIP DEDUCTIONS

Upon commencement of their employment, employees may sign and deliver to the District an authorization form furnished by the Association. The form will authorize deduction of required membership dues of the Association. Such authorization will continue in effect from year to year, unless a request of revocation is submitted to the District and the Association, signed by the employee, and received between August 1 and September 15 of the designated school year for which revocation is to take effect. Each month during the school year, the Association agrees to provide the District with names of those employees who have joined the Association and paid its dues by means other than through payroll deduction.

SECTION 7.3

The Association will indemnify, defend, and hold the District harmless against any claims made against and any suit instituted against the District on account of this Article. The District and the Association agree that each party has and retains the right to seek, choose and use its own counsel to defend such suit, provided that the Association attorney will have primary responsibility for the suit and the Association will not be responsible for the fees of the District's attorney.

SECTION 7.4

In the event the Association, its officers, or agents, acting individually or in concert with others, engage in any strike or work stoppage in the District, the deduction of any payment of membership dues and representation fees made in accordance with this Agreement will be terminated forthwith by the District for the duration of such strike or work stoppage.

ARTICLE 8 | REQUIRED AND OTHER DEDUCTIONS

SECTION 8.1

The District will make such deductions from the employee's total compensation as required by law.

SECTION 8.2

Upon receipt of proper authorization from an employee the District will make such deductions from the employee's total compensation and make appropriate remittance to District approved plans or programs.

ARTICLE 9 | EMPLOYEE WORK YEAR

SECTION 9.1 - EMPLOYEE WORK YEAR

180 Student Days

SECTION 9.2 - LEARNING ENHANCEMENT/ACADEMIC PLANNING DAYS (LEAP)

8	Learning Enhancement/Academic Planning Days (LEAP)
188	Total Days

SECTION 9.3 - RESPONSIBILITY CONTRACT

Each employee will receive a responsibility contract that outlines professional duties necessary for teachers to perform outside their regular work day. This contract is divided into three areas:

- Learning Enhancement/Academic Planning Days (LEAP)
- Professional Responsibilities
- Technology Responsibilities: Skill Acquisition and Integration

Compensation for these responsibilities shall be in accordance with [Appendix A2](#). Failure to meet the obligations of the responsibility contract may be subject to the provisions of [Article 11, Progressive Discipline](#).

SECTION 9.4

The calendars are attached hereto and incorporated in [Appendix E](#). The last day of school is subject to change in the case of inclement weather/emergency closures.

SECTION 9.5

The District and the Association agree the content and presentation of Learning Enhancement/Academic Planning (LEAP) time should be planned collaboratively by the Building Leadership Team using the building Decision Making Model (DMM). The plan will use the LEAP Planning documents developed annually through the Strategic Planning Process and be for the purpose of:

- Addressing professional responsibilities including instruction, assessment and Professional Growth and Evaluation.
- Continuous improvement planning.
- Providing training tie for teachers and principals.
- Fostering student achievement and teacher collaboration.

In recognition of the changing workload, and to provide time for individual, team, and building-level work areas listed above, the focus of LEAP will be distributed among the following:

- Individual Teacher Work Time – This time is for teachers to use to complete work outlined by both the PGE system and the Professional Responsibility Contract.
- Team Collaboration Time – This time is for PCC Teams to meet to work on their PGE goals and for work consistent with the cycle of inquiry as outlined in the PCC guiding document ([see Appendix Q](#)).
- Professional Learning Time – This time is to be used for growing and developing professionally and to enhance content knowledge and pedagogical skill. In addition, time may be used to engage in learning on systems or to meet professional requirements.

SECTION 9.5.1 - AUGUST LEAP

A minimum of twelve (12) hours of Individual Teacher Work time will be given during August LEAP, five and half (5.5) hours of Individual Teacher Work will be given on the first day of August LEAP. The other six and a half (6.5) hours will be decided collaboratively at the building level by the Building Leadership Team in blocks of no less than two (2) hours.

In addition, three and a half (3.5) hours shall be worked at the teacher's discretion for planning and preparation, in lieu of working three and a half (3.5) hours on the day before Thanksgiving.

“Other certificated educators” as defined by the PGE system, may be excused from training that is not applicable, and new teachers who have already received the trainings prior to August LEAP may also be excused.

SECTION 9.5.2

One and one-half (1 ½) hours of student early release for LEAP will be provided for each Wednesday of the school calendar unless the Wednesday falls on the first or last day of the school year. On those early release days, the remaining portion of the day (including the thirty minutes after the student day) shall be provided to address issues of student achievement and teacher collaboration. The District Labor Management Team will develop an annual LEAP calendar. This calendar will be reviewed and modified on a yearly basis. The calendar will include the following number of days:

- 12 Individual Teacher Work Days
- 12 Team Collaboration Days
- 12 Professional Learning Days

Employees using annual leave during early release LEAP Wednesday will be responsible for the skills and knowledge covered in their absence.

Designated Group LEAP Days: In advance to the start of the school year, Program Directors will designate up to four (4) group LEAP days. These days will be scheduled on designated Team Collaboration Days for the following groups: counselors, library media specialists, OTs, PTs, SLPs, psychologists, elementary and secondary music, CTE teachers by subject area, Special Education teachers, ML, Safety Net, elementary PE, preschool teachers, and Quest.

ARTICLE 10 | EMPLOYEE RIGHTS AND RESPONSIBILITIES

SECTION 10.1

Pursuant to law, the parties agree that employees will have the right to self-organization to form, join or assist the Association and to bargain collectively through the Association.

SECTION 10.2

Employees will not be discriminated against with respect to hours, wages, or terms and conditions of employment by reason of his/her membership in the Association, or of his/her institution of any grievance, complaint or proceeding under this Agreement. The provisions of this Agreement will be applied without regard to domicile, race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, gender identity or the presence of any sensory, mental, or physical handicap unless based upon a bona fide occupational qualification.

SECTION 10.3

Nothing contained within this Agreement will be construed to deny or restrict to any employee rights he/she may have under the Revised Code of Washington, or the Constitution of Washington or the United States. The rights granted to employees hereunder will be deemed to be in addition to those provided elsewhere by law.

SECTION 10.4

Employees will be entitled to full rights of citizenship. Religious or political activities of the employee 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 educational program or adversely impact the performance of assigned duties.

SECTION 10.5

Specific grounds forming the basis for formal disciplinary action will be made available to the employee and the Association in writing at least two (2) working days prior to such action. The employee, the District, and the Association may waive the two-day notice upon agreement.

SECTION 10.6

Complaints shall be called to the attention of the employee as soon as possible. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against the employee or for evaluation purposes. Anonymous complaints may not be used for discipline or in evaluation, unless substantiated by an investigation.

SECTION 10.6.1

In an attempt to resolve problems at the lowest level, principals shall encourage parties making a complaint to discuss the issue(s) surrounding their complaint with the employee(s) involved.

SECTION 10.6.2

Prior to filing a complaint via the Patron Grievance process at the School Board level, individuals having a complaint must have made some effort to resolve complaints with the employee involved.

SECTION 10.7

Through the standard application process, substitute teachers in the bargaining unit may participate along with regular employees in District level professional development opportunities.

SECTION 10.8

No mechanical or electronic listening or recording device will be installed or used in any classroom or meeting without the expressed knowledge and permission of the people involved.

SECTION 10.9

Employees shall be responsible for the knowledge and skills necessary to carry out the District's established curriculum and program goals.

SECTION 10.10

By October 1 the principal will seek input from interested staff regarding the building budget. Principals will distribute finalized copies of the building budget, including carryover, using a standard format, and will hold a

meeting to discuss the final budget with interested staff by November 15. When a building receives Federal and State CTE funding, those funds will be clearly defined in the budget.

SECTION 10.11

It is agreed that each building will have a plan in place for administrative assistance in the absence of the building administrator and that this plan will be shared with staff. As part of this plan, elementary counselors will provide coverage for issues needing immediate attention when the building administrator(s) is out of the building. Administrative coverage provided will not include the evaluation of other certificated staff members or issuance of any formal student discipline.

SECTION 10.12

The staff handbook at each building will contain a copy of the building decision making model.

SECTION 10.13

Employees shall have the right to appeal to the Director of Special Education or designee, the resources, assignment and/or programs for IEP and 504 students, and the resources, assignment, and/or program for continuously disruptive students (students whose behavior continuously disrupts the educational process). If the employee is dissatisfied with the decision, the employee may appeal to the Superintendent or designee. The appeal process may be entered into only after exhausting processes at the local level (i.e., Guidance Team or principal).

SECTION 10.13.1

A building and professional development training program related to Special Needs students will be provided yearly as outlined in [Appendix P](#).

SECTION 10.14 - STUDENT GRADES

Teachers will be expected to maintain grades in a timely and regular manner to enable parents to view student progress throughout the school year via the district-adopted electronic grade book.

The District and the Association acknowledge that the evaluation of student work, including determination of student grades is a professional responsibility of the teacher. Should a dispute arise surrounding the grade given to a student, the following procedures will be utilized prior to any grade change taking place:

- A. A request for a grade change must be in writing, citing the rationale for the request. A copy of the grade change request will be provided to the employee within two (2) days of receipt.
- B. The building administrator will meet with the affected employee to discuss grading criteria, rubrics, and any other factors used to determine the grade(s) in question.
- C. The building administrator will make a determination as to the validity of the request. Should the building administrator determine that the request for grade change has merit; the case will be moved forward. Should the building administrator determine that the request for grade change is without merit; the complaining party may use the patron grievance process or withdraw from the process.
- D. Should the employee and building administrator disagree about the disposition of this matter, a panel, consisting of the affected employee, a building representative, the building administrator, and the building administrators' supervisor shall meet to discuss the matter fully. This panel shall attempt to make a decision about the grade change.

- E. Should the parties prove unable to make a decision or make a decision that is not acceptable to both parties, either party may appeal the decision of the group to the Superintendent or designee.
- F. The decision of the Superintendent or designee shall be final and binding on all parties.

The building administrator shall make a good faith effort to contact the affected employee. Should the employee be unavailable, the appropriate building administrator, after consulting with their supervisor, will make a determination about changing a student's grade. If a grade change is made without the employee's consent, the administrator will acknowledge, in writing, responsibility for changing the grade. This written acknowledgement will be placed in the student's file and a written copy will be given to the employee, either personally or by e-mail. If the employee disagrees with the grade change, he/she may appeal to the Superintendent or designee.

SECTION 10.15

The District and the Association encourage parents and other school patrons to visit the schools and classrooms. Such visitations will be planned in advance with the principal and the employee. When possible, the employee will have the opportunity to confer with the classroom visitor before and after the visitation.

Visits to certain classes may be limited or not be permitted by District administration.

SECTION 10.16

A teacher under contract shall be released from the obligation of the contract upon request under the following conditions:

- A. A letter of resignation is received in the Human Resource Office on or before June 30.
- B. letter of resignation is received in the Human Resource Office on or after July 1, when a satisfactory replacement can be obtained.
- C. As approved by the Human Resources Director.

SECTION 10.17 - INTELLECTUAL PROPERTY

Materials created by teachers on their own time and equipment will be the property of the teacher. Any materials created on district time and/or equipment will be the property of the District.

SECTION 10.18 - SECONDARY MASTER SCHEDULE

Each building will have a collaborative process in place to solicit interests and input regarding the master schedule and teaching assignments for the following year. The master schedule draft will be made available to all teachers before the last day of the school year.

ARTICLE 11 | PROGRESSIVE DISCIPLINE

SECTION 11.1

Employees will be disciplined or discharged for just and sufficient cause. Discipline will be corrective rather than punitive and will, except for serious offenses, follow a line of progression.

Except in serious offenses progressive discipline will include:

- A. Discipline Level 1 Written Warning
- B. Discipline Level 2 Written Reprimand
- C. Discipline Level 3 Suspension
- D. Discipline Level 4 Termination

SECTION 11.2

When a meeting is scheduled that may lead to formal discipline of an employee, such employee has the right to have a representative of the Association present, provided that this right will not be exercised to delay disciplinary proceedings. It is the employee's responsibility to notify the Association.

SECTION 11.3

In determining the discipline to apply, the District will consider:

- A. The nature and seriousness of the offense.
- B. The employee's past work record.

SECTION 11.4

Employees shall not be required to submit to a polygraph or lie detector device in any District investigation.

ARTICLE 12 | WORK DAY

SECTION 12.1

The employees' base workday within each building/unit will be seven and a half (7.5) hours exclusive of a thirty-minute (30) lunch period ([Section 12.5](#)). In addition, employees will be expected to fulfill the responsibilities outlined in the Responsibility Contract as referenced in [Appendix A2](#).

SECTION 12.2

The amount of time required at each level for each school and/or building will be consistent as much as possible throughout the District.

SECTION 12.3 - SECONDARY SCHOOL DAY

Employees teaching in the secondary schools will be assigned not more than five (5) periods of instruction per day, exclusive of planning time, home room, and other similar times. Each secondary employee will have at least one (1) class period of planning time to be included within the regular student day.

SECTION 12.3.1

When possible, employees assigned to zero or seventh period classes shall be assigned a contiguous schedule. If a contiguous schedule is not possible, the employee will choose either (1) a free, unassigned period within the work day, or (2) an additional compensated period during the work day in which additional responsibilities shall be assigned by the administrator.

SECTION 12.3.2

Every attempt should be made to limit the number of prep periods for all secondary teachers, including stand-alone Safety Net teachers. If more than three (3) courses for preparation are assigned, the affected teacher will meet with the principal and department chair to keep the lowest possible number of preps. Teachers with more than three (3) courses for preparation will be paid a remedy of one-thousand dollars (\$1,000.00) pro-rated per year.

SECTION 12.3.3

Secondary staff will end their workday sixty (60) minutes after the end of the school day.

SECTION 12.4 - ELEMENTARY SCHOOL DAY

Employees teaching in the elementary schools will be assigned no more than an average of five (5) hours of instruction per day.

SECTION 12.4.1

Elementary classroom teachers shall be provided one-hundred-fifty (150) minutes of planning time per week by music, P.E., and library media specialists. Other elementary bargaining unit members shall be provided these one-hundred-fifty (150) minutes through scheduling decisions.

SECTION 12.4.2

Each elementary teacher will receive an average two-hundred-fifty (250) minutes planning time per week per year. This elementary planning time will occur within the student day. Continuous blocks of time are preferable, and no blocks of time shall be less than twenty-five (25) minutes. Recess time shall only be considered as part of a planning time block if such period of time is uninterrupted by passing or travel time. Each building without a cafeteria will be allocated twelve-hundred dollars (\$1,200) per elementary FTE teacher per year. Each building with a cafeteria will be allocated six-hundred dollars (\$600) per elementary FTE teacher per year. Each building staff shall determine how this allocation is to be spent to provide for an additional one hundred (100) minutes, on average, planning time per FTE per week. Use of release time for planning time purposes shall only be considered if other alternatives are not possible.

SECTION 12.4.3

Except during periods of inclement weather or an emergency, elementary teachers will not be assigned supervision of students before or after school; during the a.m., p.m., and noon recess; or during the loading and unloading of buses. Teachers may be required to supervise students during the students' lunch period.

SECTION 12.4.4

During periods of inclement weather when it becomes necessary to call a rainy-day recess, buildings will have written procedures in place. Such procedures will attempt to minimize assigning teachers for supervision.

SECTION 12.5 - DUTY FREE LUNCH PERIOD

Employees will have a duty-free lunch period of thirty (30) continuous minutes per workday.

SECTION 12.6 - SPLIT ASSIGNMENT

Should a teacher be given a split teaching assignment requiring the employee to travel between buildings during their work day and/or week, a meeting with the employee and principals will be held to assure that there is agreement regarding the teaching assignment and expectations. The employee may request an Association representative attend this meeting. Individuals who have a split assignment are expected to attend one set of meetings required of other staff. Those individuals who teach a curriculum and who are directed to attend a particular meeting, such as Curriculum Night, in more than one (1) building will choose to be paid at their hourly rate or receive compensatory time, as mutually agreed upon by the individual and the administrator.

SECTION 12.6.1 - TRAVEL TIME

Employees who have a split assignment will have scheduled reasonable time, including packing and setting up for such travel. If the employee is scheduled to travel during his/her planning period, such employee will be paid for the planning time lost due to such travel. Split assignments, wherever possible, will be kept within the same learning community and/or neighboring schools.

SECTION 12.6.2 - EXTENDED WORK DAY

In cases involving extending the workday beyond contractual limits, the District shall adjust the workday. Additional time shall be paid at the teacher's per-diem rate. During any additional unassigned time, the teacher shall be assigned to assignment-related tasks.

SECTION 12.7 - CHAIRPERSON RELEASE TIME

The District will provide each comprehensive high school five (5) periods per day to be given to the Math, Science, English, Social Studies, and Special Education Departments.

Comprehensive High Schools Department Chairs who do not receive a release period will receive a Department Chair Stipend. Department Chair positions shall correspond to graduation requirements (Arts, Fitness/Health, World Language, CTE, General Electives, Counseling Department).

Comprehensive High Schools will receive three (3) Staff Chairperson I stipends to be given for leadership positions as determined at the building level through the Building Decision-Making Model.

Choice High Schools ICS / Tesla Stem and Comprehensive Middle Schools will receive Department Chair Stipends for the Math, Science, English, Social Studies, Special Education, Health/Fitness Departments, and one (1) for General Electives.

Emerson will receive one (1) Department Chair Stipend.

If a building principal and staff wish to change the distribution and/or structure of academic stipends and/or release-time, they may do so by using the building decision making model.

SECTION 12.8 - COVERING CLASSES

SECTION 12.8.1

Whenever an employee is asked to cover classes by an administrator in an emergency because no substitute is available and if the employee loses planning time, the employee shall be compensated at his or her hourly rate for the missed planning time.

SECTION 12.8.2

Each building's leadership team and principal will create a plan for the predictable and equitable assignments of specialists and other staff to cover unfilled teacher absences. At the elementary level, specialists will include librarians, music, and PE teachers. The plan is to be created by October 1 of each year. In situations where there is no one else available, teachers may be pulled from professional development trainings in District to cover unfilled teacher positions at their own buildings. Use of teachers in their first or second year of teaching to cover unfilled teacher absences will be minimized to the extent possible.

SECTION 12.8.3

To address the impact of elementary P.E., Music and Librarian specialists needing to realign lesson plans for classes that are cancelled when they are required to serve as a substitute, such specialists will be compensated based on the following:

1 to 3 ½ hours of substituting	1 hour Timecard rate
Over 3 ½ hours of substituting	2 hours of Timecard rate

SECTION 12.9 - NEW TEACHERS

The District and Association agree that the support of new teachers is essential for their success. Every effort will be made to assure their participation in professional development offerings, especially those designed specifically for teachers new to the District. The success of beginning teachers should be considered as schedules and assignments are developed.

SECTION 12.9.1 - NEW ELEMENTARY TEACHER ASSIGNMENTS

Teachers in their first and second year of teaching shall not be assigned split classes. Exceptions must be approved by the Association and the District through the Labor Management process.

SECTION 12.9.2

Secondary teachers in their first and second year of teaching shall not be assigned more than two (2) courses for preparation. Teachers who are assigned two (2) language arts/social studies or two (2) math/science blocks at the same grade level may be assigned an additional class to equal 1.0 FTE. Exceptions to the two-course limit will be the hiring of teachers in specialty areas such as, but not limited to, world language or career/technical education who would not be offered a full-time contract unless they are assigned to more than two (2) courses for preparation. The total number of course preparations will be kept to the lowest number possible. Other exceptions must be approved by the Association and the District through the Labor Management process.

If more than two (2) preps are assigned, the affected teacher will meet with the principal and department chair to identify appropriate supports.

SECTION 12.9.3

Teachers with zero (0) years' experience will not be assigned to a portable unless the team or program in which the new teacher is assigned already resides within the portable.

If a zero (0) year teacher is hired after August 15 causing a veteran teacher to be moved to a portable, the following process will be used:

- Principal informs affected staff
- Principal asks for volunteers
- If no one volunteers, the principal shall decide which teacher will be displaced.
- Teachers who are moved to a portable as a result of this provision shall be provided two and one-half (2.5) days' timecard rate salary for transitioning to a new location.

Secondary teachers with zero (0) years' experience will not have to move classrooms more than two (2) times per day. A priority will be given to instruction over planning in room assignments. Exceptions must be approved by the Association and the District through the Labor Management process.

SECTION 12.9.4

ProTeach candidates will be provided three (3) designated release days per year, over the course of candidacy and up to a maximum of nine (9) days, to collaborate on professional certification requirements in conjunction with and coordinated by the District's professional development department.

SECTION 12.10 - EMERGENCY LATE STARTS AND CLOSURES

- A. The Association and District agree that in the event the District determines the need to delay the start of school teachers are to report one (1) hour before the newly announced start time.
- B. The Association and District also recognize that there is an interest to make sure that all staff and students have safe and secure learning and teaching environments. Furthermore, to have the least amount of disruption, there may be times when it is necessary to close schools on a case-by-case basis. When these closures occur, it will be decided at the time of closure if that day will need to be made up by the staff and students. Should the day not be made up at a later date, teachers will be expected to complete their professional responsibilities at a location determined by the teacher.
- C. Staff reporting to work on a day when school closures are announced late (after 5:30 a.m. for secondary and after 6:30 a.m. for elementary) shall be paid two (2) hours at their hourly timecard rate. Staff members who are asked by an administrator to remain and supervise students shall be paid their hourly per diem rate for the actual time spent with students; minimum payment shall be for no less than three (3) hours supervision up to seven (7) hours.
- D. When these emergency schedule changes occur, scheduled leaves will be processed as previously requested.

SECTION 13.1 - ELEMENTARY CLASS SIZE

The District and the Association agree that class size will be maintained to meet the following standards:

SECTION 13.1.1

The District and the Association agree that class size will be maintained to meet the following standards:

- Classes in grades K-1 should not exceed 24 students.
- Classes in grades 2-3 should not exceed 26 students.
- Classes in grades 4-5 should not exceed 28 students.
- Split classes in grades K-3 should not exceed 25 students.
- Split classes of grades 3 & 4 should not exceed 26 students.
- Split classes in grades 4-5 should not exceed 27 students.

All split classes formed to balance student enrollment shall be provided one (1) hour of aide time. Split classes formed to implement building or team program decisions shall not be provided one (1) hour of split class aide time. Classes formed to avoid a split class will qualify for large class remedies if they exceed the numbers about.

In consultation with the principal, grade level peers and the teacher of the elementary split/combination classroom will meet to create a shared-responsibility, dual grade collaborative instructional plan to address grade level curriculum requirements.

Impact of special education students on general education classrooms: When possible, IEP and 504 identified students will be assigned in a manner that results in an equitable apportionment among general education teachers at each school, with special consideration for the nature and extent of the disability in order to meet individual student needs.

SECTION 13.1.2

Should classes exceed the above numbers on the first school day of October, December, February, or April the following remedies will apply:

- 1-3 additional students: 1-hour instructional assistant time per day
- 4-6 additional students: 2 hours instructional assistant time per day
- 7-9 additional students: 3 hours instructional assistant time per day

Should a teacher select instructional assistant time for his/her remedy, the administration of the school will make every effort to fill the position with existing staff within the building. If the administration is unable to fill the position by the time the remedy choice is due, the teacher will be required to choose either salary or instructional materials instead of instructional assistant time.

Teachers may also choose the applicable remedy pursuant to Appendix A3 for the purpose of:

- Salary Compensation
- Purchase of instructional materials, which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher.

Creative options for the use of funds generated by remedies within a building must be approved by the principal and the staff receiving the remedies.

SECTION 13.1.3 - KINDERGARTEN TEACHER SUPPORT

SECTION 13.1.3.1

All-day kindergarten shall receive one (1) extended day.

SECTION 13.1.3.2

Kindergarten teachers will have four (4) days without students for the purpose of Family Connection meetings. Additional time beyond Family Connections requirements on these days will be used to conduct one-on-one assessments.

SECTION 13.1.3.3

Teachers will be paid up to fourteen (14) hours timecard rate for scoring and inputting data into the online system.

SECTION 13.1.3.4

Teachers new to teaching kindergarten who need certification in order to administer WAKids assessment will be provided paid training at timecard rate

SECTION 13.1.4 - ELEMENTARY PE AND MUSIC SPECIALISTS

SECTION 13.1.4.1 - ELEMENTARY PE AND MUSIC REMEDIES

Elementary PE and music specialists shall not be assigned more than forty (40) sections per week. PE Specialists will include Adaptive PE within their forty (40) sections. PE and music specialists will receive one (1) fifteen (15)-minute break per day. At least three (3) and up to five (5) minutes will be scheduled for passing time between classes. Increases above three (3) minute passing time shall not reduce the number of sections assigned to a specialist per FTE. Should elementary PE and/or music specialists be scheduled more than forty (40) sections per week, they will be paid one-half (1/2) hour at per diem rate per section per week. This payment will be pro-rated based on the number of weeks the scheduled section(s) is over the forty (40) section limit per week. Should an Elementary PE or Music specialist be assigned 44 sections or more, such caseload will be brought to District Labor Management to discuss the workload remedy.

Elementary PE and music specialists will receive class size remedies consistent with the class size determination for general education classes (see 13.1.1) that can be taken in either compensation or instructional materials. The remedies are for classes that exceed the defined class size numbers and are found in [Appendix A3](#).

When more than one (1) elementary PE or more than one (1) music specialist is scheduled to teach simultaneously at the same school site, sufficient instructional materials and resources shall be made available.

Elementary PE or music specialists moving from classroom to classroom within a building shall have reasonable transition time, determined by the location of classrooms and instructional materials, built into the schedule as determined by the specialist and principal.

Elementary PE and music specialists, including itinerant specialists, will review the schedule and resources with the principal in October and January to address scheduling and resource issues.

Remedies will be calculated on the first school day of October, December, February, and April.

SECTION 13.1.4.2 - ELEMENTARY PE AND MUSIC SPECIALIST LEADS

District selected leaders for elementary PE and music will receive a leadership stipend.

SECTION 13.1.5 - ELEMENTARY LIBRARY MEDIA SPECIALISTS

SECTION 13.1.5.1 - ELEMENTARY LIBRARY MEDIA SPECIALIST STAFFING AND SUPPORTS

1.0 FTE library media specialists will be assigned per building. Elementary library media specialists shall receive at least one half ($\frac{1}{2}$) hour of clerical time per one hundred (100) students per day, or the appropriate remedies identified in [Section 13.1.5.2](#), whichever is greater. Elementary library media specialists shall receive at least two (2) hours of clerical time per day. Using current budget review processes and timelines at the building and district level, priorities will be identified annually for the purpose of updating library resources and collections to support student achievement based on each building's Continuous Improvement Process (CIP) plan.

SECTION 13.1.5.2

When an elementary library program exceeds twenty (20) formal classes per week, the library media specialist will receive one-half ($\frac{1}{2}$) hour of instructional assistant time per day for each class beyond twenty (20). This shall include all classes, kindergarten through fifth grade.

SECTION 13.1.5.2.1

Elementary library media specialists who have instructional responsibilities for twenty-five (25) or more sections will have the option to convert IA remedies (IA time above twenty [20] sections) into an equivalent amount of certificated library media specialist FTE.

SECTION 13.1.5.3

Elementary library media specialists teaching less than twenty (20) formal classes per week will be assigned additional duties related to the Continuous Improvement Process (CIP) plan to fill up to the equivalent of twenty (20) sections. Building principals will collaborate with the library media specialist to determine the scope of the responsibilities related to the balance of instructional duties up to twenty (20) sections.

SECTION 13.1.4.4

Elementary library media specialists in large schools (more than 650 students) shall receive an additional one half (½) hour of aide time for every fifty (50) students when numbers exceed six-hundred-fifty (650).

For example:

651-700 students 3.5 hours current contract + 0.5 hours

701-750 students 3.5 hours current contract + 1.0 hours

751-800 students 4.0 hours current contract + 1.5 hours

801-850 students 4.0 hours current contract + 2.0 hours

SECTION 13.1.5.5

Elementary library media specialists will receive class size remedies consistent with the class size determination for general education classes (see 13.1.1) that can be taken in either compensation or instructional materials. The remedies are for classes that exceed the defined class size numbers and are found in Appendix A3.

Remedies will be calculated on the first school day of October, December, February, and April.

SECTION 13.5.6

All library media specialists will be provided seven (7) extended days per FTE in their employment contract. Two (2) of these days are scheduled in August prior to the LEAP days; two (2) are scheduled in June after the last day of school; and three (3) are scheduled at the discretion of the library media specialists.

SECTION 13.1.5.7

Library Media Specialist Lead - District selected leaders for elementary library media specialists will receive a leadership stipend.

SECTION 13.1.6 - ELEMENTARY COUNSELORS

FTE elementary counselor will be assigned per building. Elementary choice schools not on the campus of another elementary school will be provided with .1 FTE elementary counselor.

SECTION 13.1.6.1

All elementary counselors will be provided three (3) extended days per FTE in their employment contract.

SECTION 13.2 - ADDITIONAL ELEMENTARY COMPENSATION

SECTION 13.2.1 - ELEMENTARY CONFERENCE PAY

Three (3) half-days will be set aside each fall and each winter for the purpose of elementary conferencing. Any regular classroom teacher whose class load is greater than twenty-one (21) students will be paid one half (½) hour per diem pay for each student above the twenty-one (21) conference limit.

SECTION 13.2.2. - SPECIAL EDUCATION CONFERENCES

Special Education Resource teachers may attend up to twenty-one (21) conferences per conference period for high priority students. The Special Education Resource teachers will select the conferences they will attend.

SECTION 13.2.3 - CHANGE OF CLASSROOMS

Elementary teachers who are required to move classrooms two (2) years in a row will receive one (1) day pay at the timecard rate. When possible, the teacher will be given two (2) weeks' notice of such required move.

SECTION 13.3 - SECONDARY CLASS SIZE

The District and the Association agree that class size will be maintained to meet the following standards.

The following class loads shall be maintained:

- Classes in grades 6-8 should not exceed 30 students.
- Classes in grades 9-12 should not exceed 32 students.

SECTION 13.3.1

The daily load for teachers of grades 6-8 shall not exceed one-hundred fifty (150) students. The daily load for teachers of grades 9-12 shall not exceed one-hundred fifty-five (155) students. Exceptions must be approved by the Labor Management process. Full remedies in Section 13.3.4 will be applied retroactively.

SECTION 13.3.2

Each middle and high school building shall receive thirty (30) minutes per FTE classroom teacher per week of assistant time. This time may be used for instructional assistants, theme readers, or other direct help to relieve work load as determined annually by building staff.

Individual secondary teachers may choose to exceed the class loads for specific periods without triggering remedies in order to have smaller numbers in other periods, as long as their total contractual daily load limit is not exceeded.

Impact of special education students on general education classrooms: When possible, IEP and 504 identified students will be assigned in a manner that results in an equitable apportionment among general education teachers at each school, with special consideration for the nature and extent of the disability in order to meet individual student needs.

Buildings will develop a process to review individual teacher concerns regarding equitable distribution of students. When a teacher believes that the number of high needs students will impact the class, a meeting with the administrator and teacher will take place to review the supports needed.

SECTION 13.3.3 - SECONDARY HOMEROOM/INTERVENTION ROOM

Homeroom/intervention room class totals will be excluded from the total daily class load for secondary teachers, provided the teacher does not have preparation or grade reporting responsibilities for these classes. ([See Appendix R.](#))

SECTION 13.3.4 - SECONDARY CLASSROOM TEACHER REMEDIES

Should classes exceed the above numbers on the first school day of October, December, February, or April the following remedies will apply:

1-3 additional students: 1-hour instructional assistant time per week

4-6 additional students: 2-hours instructional assistant time per week

7-9 additional students: 3 hours instructional assistant time per week

Should a teacher select instructional assistant time for his/her remedy, the administration of the school will make every effort to fill the position with existing staff within the building. If the administration is unable to fill the position by the time the remedy choice is due, the teacher will be required to choose either salary or instructional materials instead of instructional assistant time.

Teachers may also choose the applicable remedy pursuant to Appendix A3 for the purpose of:

- Salary compensation.
- Purchase of instructional materials which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher.

Creative options for the use of funds generated by remedies within a building must be approved by the principal and the staff receiving the remedies.

Every effort will be made to not assign teachers to more than two (2) teaching spaces per day. If teachers are assigned more than two (2), the teacher may request to meet with their administrator to mitigate the impact of such moves.

SECTION 13.3.5 - SECONDARY PHYSICAL EDUCATION CLASSES

Every effort will be made at each building to schedule balanced classes, both in sizes and equitable apportionment of students on IEPs and 504s, throughout the day. Physical Education classes should not exceed thirty-five (35) students. The secondary remedies above shall apply to physical education classes that exceed thirty-five (35) students. The daily load for teachers of physical education classes shall not exceed one-hundred-sixty (160) students.

SECTION 13.3.6 - SECONDARY MUSIC EDUCATION

Neither class size nor daily load shall apply to music classes. Secondary music teachers shall receive forty (40) hours of clerical time per year when their daily class load exceeds one-hundred-sixty (160) students.

Teachers may instead choose the monetary equivalent of an applicable remedy to be used for:

- Salary compensation
- Purchase of instructional materials, which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher

- Creative options for use of funds generated by remedies within a building must be approved by the principal and the staff receiving the remedies.

SECTION 13.3.6.1

Secondary Music Specialists Leads District selected leaders for secondary music will receive a leadership stipend.

SECTION 13.3.6.2

The District and the Association recognize that providing evening programs is a valuable component of a secondary school orchestra program. Therefore, for each separate orchestra, staff will receive one (1) full orchestra stipend.

If two (2) secondary schools have one (1) combined orchestra, staff will be compensated with one (1) stipend.

SECTION 13.3.7 - SECONDARY COUNSELORS

Secondary counselors will have a ratio of 1:350 full-time equivalent students, grades 6-12.

SECTION 13.3.7.1

All Secondary counselors will be provided nine (9) extended days per FTE in their employment contract. Three (3) of these days are scheduled in August prior to the LEAP days; and six (6) will be scheduled collaboratively at the building level between building administration and the counseling department. The plan for the use of the days for the upcoming school year will be done in June.

SECTION 13.3.8 - SECONDARY LIBRARY MEDIA SPECIALISTS

1.0 FTE library media specialist will be assigned per building. Secondary library media specialists shall receive at least one (1) hour of clerical time per 100 students per day. Using current budget review processes and timelines at the building and district level, priorities will be identified annually for the purpose of updating library resources and collections in order to support student achievement based on each building's Continuous Improvement Process (CIP) plan.

SECTION 13.3.8.1

All Secondary library media specialists will be provided seven (7) extended days per FTE in their employment contract. Two (2) of these days are scheduled in August prior to the LEAP days; two (2) are scheduled in June after the last day of school; and three (3) are scheduled at the discretion of the library media specialist.

SECTION 13.3.8.2

Library Media Specialist Lead District selected leaders for secondary library media specialists will receive a leadership stipend.

SECTION 13.3.9 - CAREER AND TECHNICAL EDUCATION TEACHERS (CTE)

When a CTE teacher is asked to teach a specific course curriculum that requires training, such teacher will be compensated at the timecard rate for participation in training that occurs outside of the work day.

SECTION 13.3.10 - HIGH SCHOOL GRADUATION SUPPORT

SECTION 13.3.10.1 - HIGH SCHOOL TEST COORDINATION:

Each comprehensive high school will receive an allocation of four-thousand, five-hundred dollars (\$4,500), and each choice high school an allocation of one-thousand dollars (\$1,000), for the purpose of providing support for the coordination of school-based testing for Advanced Placement (AP), PSAT, PE Assessment and other school-based test coordination as determined by each school. Pay will be at the timecard rate.

In addition, each high school will receive an allocation of two-thousand dollars (\$2,000), and each choice high school an allocation of one-thousand dollars (\$1,000), for the purpose of providing support for the coordination of the College Board and ACT for Services for Students with Disabilities (SSD) tasks for AP, PSAT and other testing as determined by each school. Pay will be at the teacher's per diem rate.

SECTION 13.3.10.2 - ADDITIONAL SUPPORT FOR HIGH SCHOOL GRADUATION

A pool of twenty thousand dollars (\$20,000) shall be allocated on a proportional basis to each high school annually for the work of helping students to meet graduation requirements/standards. A written plan will be prepared by each school's building leadership team by November 15 each year regarding the use of these funds.

An additional pool of four-thousand five-hundred dollars (\$4,500) shall be distributed to high schools demonstrating additional or unique needs in helping students to meet graduation requirements/standards.

SECTION 13.4 - SPECIAL EDUCATION TEACHERS

SECTION 13.4.1 - SPECIAL EDUCATION TEACHER CASELOADS

The following average caseloads shall be maintained for each building:

Caseloads for Pre-school teachers should not exceed 18 IEPs.

Caseloads for Pre-school Learning Center teachers should not exceed 12 IEPs (6 in AM and 6 in PM).

Caseloads for K-12 Resource Room I teachers should not exceed 23 IEPs.

Caseloads for K-12 Resource Room II teachers should not exceed 16 IEPs.

Caseloads for K-5 Learning Center teachers should not exceed 8 IEPs.

Caseloads for K-5 Intervention Center teachers should not exceed 8 IEPs.

Caseloads for 6-12 Transition Center teachers should not exceed 10 IEPs.

Caseloads for 6-12 Intervention Center teachers should not exceed 10 IEPs.

SECTION 13.4.2 - SPECIAL EDUCATION REMEDIES PRE-12

Should caseloads exceed the above numbers on the first school day of October, December, February, or April the following remedies will apply:

1-3 additional IEP students: 1 hour of instructional assistant time per day

4-6 additional IEP students: 2 hours of instructional assistant time per day

When schools exceed six (6) IEPs over the staffing ratio, FTE will be allocated in lieu of remedies. Teachers may also choose the applicable remedy pursuant to Appendix A3 to be used for the purpose of:

- Salary compensation.
- Purchase of instructional materials which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher.

Some teachers/specialists within a department may agree that they will teach more students than the contract limit allows, so that other teachers/specialists within the same department may have reduced total numbers, provided that the total number shared by all teachers/specialists involved does not exceed the daily load limit times the number of teachers/specialists involved. Individual classes affected by such a configuration that exceed contractual class size limits will not receive the contractual remedy.

SECTION 13.4.3 - SPECIAL EDUCATION PROMOTION PROCESS

Each building will be allocated the equivalent of two (2) release days for the implementation and completion of the promotion process

SECTION 13.4.4 - SPECIAL EDUCATION EXTENDED DAYS

K-12 special education teachers will be provided four (4) extended days per FTE in their employment contract. Two (2) of these days are scheduled in August prior to the LEAP days and two (2) are scheduled at the discretion of the special education teacher. Preschool special education teachers will receive four (4) extended days per FTE in their employment contract to be used at the discretion of the teacher.

SECTION 13.4.5

The District and Association recognize the unique nature of case management of Individual Education Programs (IEP). Case management responsibilities require special education teachers to participate in non-instructional duties (i.e., student testing, classroom observations, staff collaboration and training, etc.) to fulfill the legal requirements of an IEP. Teachers will be provided Caseload Management Time (CMT) during the workday and separate from planning time. Elementary staff with less than 1.0 FTE will schedule CMT in accordance with their FTE. Secondary staff with less than a 1.0 FTE will work with their administrator to schedule one period during first or second semester for CMT.

- Elementary Resource Teachers will schedule one hundred fifty (150) minutes of CMT each week.
- Secondary Resource Teachers will be provided one (1) period of CMT.
- Self-contained teachers will schedule activities related to caseload management as determined by the teacher.

SECTION 13.4.6

The District will make available to special education teachers an allotment of ninety (90) release days to be used for IEP and teacher-developed and scored alternate assessments related work. Special education teachers must apply with the Special Education Department to request the use of these release days. Approval will be at the discretion of the Special Education Director. The special education department will allocate no more than three (3) release days per week and release will not be approved on Fridays.

SECTION 13.4.7

Coverage for Instructional Assistants and Para-educator's absences: By October 15, the building administrator/designee and Guidance Team will meet to develop a plan for coverage when classified support personnel are absent and no substitutes are available.

SECTION 13.4.8 - SPECIAL EDUCATION PROMOTION PROCESS:

Each building will be allocated the equivalent of two (2) release days for the implementation and completion of the promotion process.

SECTION 13.5 - SPECIALISTS

Some teachers/specialists within a department may agree that they will teach more students than the contract limit allows, so that other teachers/specialists within the same department may have reduced total numbers, provided that the total number shared by all teachers/specialists involved does not exceed the daily load limit times the number of teachers/specialists involved. Individual classes affected by such a configuration that exceed contractual class size limits will not receive the contractual remedy.

SECTION 13.5.1

The caseload/remedies listed in Section 13.5.2 or 13.5.3 for specialists shall be for direct service to students and shall not include program coordination and/or placement of students.

SECTION 13.5.1.1

Special education teachers and specialists (e.g., psychologists, SLPs, OTs, PTs and VOMs) who complete private and/or home school evaluations outside of their regular workday will be compensated for such time at the specialist's per diem hourly rate. Time worked shall be submitted within thirty (30) days of completion of this work.

SECTION 13.5.1.2

Specialists who submit Medicaid billing will receive a remedy of fifteen (15) minutes per month per student, paid at the specialist's per diem rate.

SECTION 13.5.2 - OT AND PT SPECIALISTS

Caseloads for OT specialists should not exceed thirty (34) IEPs and PT specialists should not exceed thirty (30) IEPs. For the purpose of remedies, caseloads will be calculated using the OT/PT Severity Matrix [\(See](#)

[Appendix I](#)). Should OT, caseloads exceed thirty-four (34) or PT caseloads exceed thirty (30) on the first school day of October, December, February, or April the following remedies will apply.

- 1-3 additional IEP students: 1 hour of instructional assistant time per week
- 4-6 additional IEP students: 2 hours of instructional assistant time per week
- 7-9 additional IEP students: 3 hours of instructional assistant time per week

Specialists may also choose the applicable remedy pursuant to Appendix A3 for the purpose of:

- Salary compensation.
- Purchase of instructional materials which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher.

SECTION 13.5.2.1

All occupational therapist and physical therapist specialists will be provided three (3) extended days per FTE in their employment contract.

SECTION 13.5.2.2

Assignments of OT and PT specialists: When making assignments for OT and PT staff, the Director of Special Education will attempt to minimize the number of sites and consider geographic location.

SECTION 13.5.2.3

Occupational Therapist and Physical Therapist Leads: District selected leaders for OT and PT will receive a leadership stipend.

SECTION 13.5.3 - SLP SPECIALISTS

Caseloads for SLP specialists should not exceed 45 IEPs. Should an SLP caseload exceed forty-five (45) on the first school day of October, December, February, or April the following remedies will apply:

- 1-3 additional IEP students: 1 hour of instructional assistant time per week
- 4-6 additional IEP students: 2 hours of instructional assistant time per week
- 7-9 additional IEP students: 3 hours of instructional assistant time per week

Specialists may also choose the applicable remedy pursuant to Appendix A3 for the purpose of:

- Salary compensation
- Purchase of instructional materials which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher.

SECTION 13.5.3.1

Remedies will be calculated using the SLP Severity Matrix. (See Appendix I)

SECTION 13.5.3.2

All SLPs will be provided three (3) extended days per FTE in their employment contract.

SECTION 13.5.3.3 - SLP SPECIALIST LEADS

District selected leaders for SLPs will receive a leadership stipend.

SECTION 13.5.4 – PSYCHOLOGISTS

SECTION 13.5.4.1 - PSYCHOLOGIST STAFFING RATIO

The District will staff psychologists at the ratio of 1:1,050 FTE K-12 students.

SECTION 13.5.4.2

Baseline staffing of 2.0 FTE will be maintained for work with the preschool evaluation team.

SECTION 13.5.4.3

Each year the District will provide additional psychologist staffing to support school psychologists with high needs students. Distribution of this 2.0 FTE will be recommended through a collaborative Association and District process based on objective factors such as self-contained programs. These additional staffing allocations will be distributed annually. The collaborative process will include psychologists, principals, and special education administrative staff.

SECTION 13.5.4.4

All psychologists will be provided seven (7) extended days per FTE in their employment contract.

SECTION 13.5.4.5

Assignments of Psychologists: When making assignments for Psychologists, the Director of Special Education will attempt to minimize the number of sites and consider geographic location.

SECTION 13.5.4.6

Psychologist Leads: District selected leaders for psychologists will receive a leadership stipend.

SECTION 13.5.5 - VISION/ORIENTATION/MOBILITY SPECIALISTS

A baseline staffing of 2.0 will be allocated for Vision/Orientation/Mobility (VOM) specialists. When caseload numbers are below minimum FTE as determined by the Vision/Orientation/Mobility staffing model, additional vision-related duties may be assigned by the Director of Special Education or designee.

SECTION 13.5.5.1

All VOMs will be provided three (3) extended days per FTE in their employment contract.

SECTION 13.5.6 - SPECIAL EDUCATION SPECIALIST NATIONAL CERTIFICATION RECOGNITION

SECTION 13.5.6.1

In recognition of the unique certification required to serve students, an annual stipend of one thousand five hundred (\$1,500) dollars will be awarded to each OT/PT/SLP and Psychologist with national certification. An additional annual stipend of fifteen hundred \$1,500 will also be awarded as long as the Washington State Legislature continues to award the stipend for National Board Certification for Teachers (NBCT) recognition.

SECTION 13.5.7 - SPECIAL EDUCATION SPECIALIST MENTORING

SECTION 13.5.7.1 - SLPS AND PSYCHOLOGISTS MENTORING

- SLPs and psychologists who are mentoring specialists new to the district who are not pursuing national specialists' certification will receive a half (1/2) of a Staff Chairperson I stipend.
- SLPs and psychologists mentoring SLPs and psychologists new to the district who are pursuing national certification through national specialists' associations will receive a full Staff Chairperson I stipend.
- In addition, SLPs and psychologists who are pursuing their own national certification will receive three (3) days of compensation paid at the timecard rate to work with their mentors.

SECTION 13.5.7.2 - OCCUPATIONAL AND PHYSICAL THERAPIST MENTORING

OT and PT specialists who are mentoring OT and PT Specialists new to the district will receive a half (1/2) Staff Chairperson 1 stipend.

SECTION 13.5.8 - SPECIALISTS COVERAGE

By October 1 of each school year the Director of Special Education or his/her designee and representatives of each Special Education specialist group (OT, PT, SLP, and psychologists) will meet to develop a plan for coverage for specialists incurring absences of more than ten (10) consecutive days.

SECTION 13.6 - IEP MEETING SUPPORT

Certificated staff members of the IEP team may be compensated for time outside of the contracted day for multiple meetings for the same student. Prior approval from the Director of Special Education or designee is required.

SECTION 13.7 - ML TEACHERS

SECTION 13.7.1

Caseloads for ML teachers should not exceed 50 students.

SECTION 13.7.2

ML Remedies: ML Grades 1-12: Should caseloads exceed the above numbers on the first school day of October, December, February, or April the following remedies will apply:

- 1-3 additional ML students: 1 hour of instructional assistant time per day
- 4-6 additional ML students: 2 hours of instructional assistant time per day
- 7-9 additional ML students: 3 hours of instructional assistant time per day

ML teachers may instead choose the applicable remedy pursuant to Appendix A3 for the purpose of:

- Salary compensation.
- Purchase of instructional materials which will remain the property of the District; or
- Other activities as agreed upon by the principal and teacher.

Creative options for use of funds generated by remedies within a building must be approved by the building principal and the staff receiving the remedies.

SECTION 13.7.3

All ML teachers will be provided three (3) extended days per FTE in their employment contract.

SECTION 13.7.4

The caseload/remedies listed in Section 13.7 for ML teachers shall be for direct service to students and shall not include program coordination and/or placement of students.

SECTION 13.8 - SAFETY NET TEACHERS

SECTION 13.8.1 - ELEMENTARY SAFETY NET TEACHERS

Recommended caseload targets for elementary Safety Net teachers should be forty (40) students for a 1.0 FTE. When an elementary Safety Net program reaches forty (40) students, the Safety Net teacher and principal shall meet to ensure contractual safeguards (i.e., planning time and lunch) are in place and determine a mutually agreed upon action plan for serving students. For elementary teachers split between two buildings, the caseload target should be thirty-six (36) students for a 1.0 FTE.

SECTION 13.8.2 - SECONDARY SAFETY NET TEACHERS

Stand-alone secondary Safety Net classes should not exceed a ratio of 20:1. If a stand-alone secondary Safety Net class exceeds 20:1, the Safety Net teacher and principal will meet to develop a mutually agreed upon plan for serving students. A Safety Net class will be considered a distinct class preparation.

SECTION 13.9 - 504 MONITORS

504 Monitors are responsible to review, disseminate, and monitor 504 plan compliance for students that qualify for accommodations and modifications under [Section 504 of the Rehabilitation Act of 1973](#).

504 Monitors are recommended to have a caseload of no greater than thirty (30). 504 Monitors will be required to collect monitoring data quarterly using the LWSD 504 Monitoring system which includes documented data collection and teacher consultation. 504 monitors are responsible for monitoring qualified students throughout

the school year. Compensation will be calculated at the rate of twenty-five dollars (\$25.00) per student per month for ten (10) months (September to June). 504 monitors will be paid quarterly.

SECTION 13.10 - BUILDING OPTIONS

Creative options for the distribution of class sizes, caseloads, and the utilization of staff within a building, department, specialist group, or grade level may be approved, provided that the affected staff agrees with the plan.

Creative Options for Team Planning:

Staff, together with their administrator, may adopt flexible schedules and other creative options to facilitate team planning.

SECTION 13.10.1

Creative options for use of funds generated by remedies within a building must be approved by the principal and the staff receiving the remedies.

SECTION 13.10.2

Some teachers within a grade level, or specialists working in elementary schools, may choose to exceed the contractual class size limit without triggering remedies so that other teachers at that grade level, or other specialists working in elementary schools, may have fewer students, provided that, should the total number of students assigned to those teachers involved exceed the numbers that would trigger contractual remedies, the remedy will apply.

SECTION 13.10.3

These options apply similarly to teachers working together between departments, or multi-age classes, etc. at either the secondary or elementary level. Other configurations may be approved provided that overall contractual class size and daily load limits are not exceeded without the applicable remedies, and provided that all affected staff agrees to the plan. It is not the intent of this language to provide staffing alternatives to address enrollment increases.

SECTION 13.10.4

Impact of special education students on general education classrooms: When possible, IEP and 504 identified students will be assigned in a manner that results in an equitable apportionment among general education teachers at each school, with special consideration for the nature and extent of the disability to meet individual student needs. Creative options for distribution of IEP and 504 identified students should follow the creative options process found in Section 13.10.

ARTICLE 14 | NON-INSTRUCTIONAL DUTIES AND TRAVEL

SECTION 14.1

The parties understand and agree that the District has and retains the right to assign duties of employees. It is recognized that it may be necessary to assign duties other than normal classroom instruction, but the use of employees to perform such functions will be kept to a minimum whenever possible.

SECTION 14.2 - BUILDING DECISION-MAKING MODELS

The Association and the District agree that formal decision-making models and operating principles promote a healthy work climate. To this end, buildings will collaboratively establish and utilize operating principles and decision-making models in order to address site-specific issues.

SECTION 14.3 - COMMUNITY INITIATED OR STAFF INITIATED SCHOOLS

Administrators and teachers in schools affected by the formation of a Community Initiated School (CIS) or Staff Initiated School (SIS) will be informed as early as possible of the proposal and progress of development.

SECTION 14.4 - STAFF MEETINGS

A committee of teachers chosen by the staff and teachers designated as leaders at each building will meet with the principal of such building by October 1 to provide input regarding scheduling, duration, and content of staff meetings. This information will be shared with all staff.

The Association and the District agree that staff meetings are most effectively used for discussion and decision-making regarding important educational issues. Whenever possible, routine information will be communicated electronically or by other appropriate means.

Except for emergencies or exceptional circumstances, no more than an average of two (2) hours per month will be scheduled for required staff meetings.

SECTION 14.5 - MILEAGE

Employees subject to this Agreement will receive a mileage reimbursement, at the [IRS rate per mile](#), per vehicle, for authorized and approved travel when their personal car is used for such travel.

ARTICLE 15 | ACADEMIC FREEDOM

Employees have the right to express ideas, teach content, and use materials that support the course of study and the District's established instructional program.

ARTICLE 16 | EMPLOYEE FILES

SECTION 16.1

The contents of an employee's District file will be the following:

- A. Application
- B. Correspondence
- C. Pertinent data concerning the employee
- D. Summary evaluation reports

SECTION 16.2

All employees' District and building files will be kept confidential and will be available for review on a need-to-know basis by:

- A. The individual employee and subject to the employee's consent and knowledge, a specified authorized representative; and
- B. Those District employees and representatives designated by the Superintendent who have a need to review the file in order to assist the performance of the functions of Human Resources.

SECTION 16.3

Upon request, a copy of any document contained in an employee's District and building files will be afforded the employee. The contents of all employee files maintained by building administrators and/or program supervisors will be shown to employees upon request. Employees are requested to sign each document kept permanently in their building files to acknowledge that they have seen their building/program file contents. The signature of the employee does not imply that he/she agrees with the contents of the document. Each year, at the employee's request, the principal and the employee will review the building file and remove anything that they mutually agree is no longer pertinent.

SECTION 16.4

The employee will make an appointment in advance to see his/her District or building file.

SECTION 16.5

There will be no secret files. Processed grievances and investigation files will be kept apart from the employee's District and building files.

SECTION 16.6

All information, forming the basis for any formal disciplinary action, whether contained in District or building files, may be removed after:

1. Two (2) consecutive years, if discipline was Level 1 or Level 2
2. Three (3) consecutive years, if discipline was more than a Level 2

Letters of direction are not considered disciplinary action, and as such, are not contained in employees' personnel files.

Upon written request of the employee, such materials contained in the building or district file shall be removed after the above timelines and the written request shall also be destroyed.

However, should the same behavior which resulted in a Level 2 warning or greater be repeated, the documentation related to the previous discipline shall be returned to the employee's file and used for progressive discipline if the District determines that a pattern of behavior exists. All such documentation shall remain in the employee's file at the District's discretion.

Any discipline administered for sexual misconduct, verbal, or physical abuse, as defined in law may not be expunged in accordance with law.

SECTION 16.7

An employee may attach a written statement to any document contained in his/her District or building file.

SECTION 16.8

No document containing information about an employee may be used as evidence in any formal disciplinary action unless it has been shown to the employee at least two (2) working days prior to such disciplinary action.

ARTICLE 17 | EMPLOYEE FACILITIES

SECTION 17.1

Each building where employees are working will conform to federal, state, and local health and safety rules and regulations. Buildings should contain the following:

- A. Space in each classroom, or in close proximity to each workstation, to safely store instructional materials, supplies, and personal belongings.
- B. A work area containing equipment and supplies to aid in the preparation of instructional materials with appropriate technology as determined by specific program needs. If such work area is not available for teachers during their planning/preparation time in the areas of material/hands-on lab classes in the areas of science, art, and career/technical education, a remedy of one-thousand dollars (\$1,000) will be applied (pro-rated per year).
- C. A serviceable desk or table and chair, book storage, and a lockable filing cabinet, of two (2) to four (4) drawers for use by the employee occupying a teaching station equitably supplied with basic curriculum materials within the parameters of curricular adoptions.
- D. A furnished faculty lounge separate from any work area that may be used as a dining area separate from students.
- E. Clean restrooms separate from student restrooms.
- F. A reasonable effort will be made to provide, where possible, within existing school buildings, a place where staff can lie down, separate from students, in the event a health condition makes this necessary.

SECTION 17.2

In response to a call to Support Services, every effort will be made to achieve an appropriate temperature and/or air quality in the classroom as soon as possible. The principal will make every effort possible to locate alternate quarters in those cases where extreme conditions exist.

SECTION 17.3

The District and the Association acknowledge that all employees shall be provided a safe working environment. If an employee believes their personal safety, or the safety of students is compromised, the following procedures will apply:

The employee shall notify the building principal regarding the safety concern. The building principal shall work with the employee to resolve the concern(s). If the problem is not resolved, the employee may seek assistance from the building safety committee. Should safety concerns remain unresolved, further assistance may be sought from the Labor Management Team.

ARTICLE 18 | STUDENT DISCIPLINE

SECTION 18.1

The District will support employees in their lawful use of prudent and disciplinary measures to maintain order and protect the safety and well-being of students in their charge. Students will be disciplined in accordance with state and federal laws, district policies, and school discipline rules.

SECTION 18.2

When an employee exercises authority to control and maintain discipline, said employee will use reasonable and professional judgment.

SECTION 18.3

The District will make available on the District website to each member of the bargaining unit a copy of the following District policies: JF and JF-R Student Rights and Responsibilities, which includes Statement of Rights, Responsibilities and Authority of Certificated Staff; KMAB, Parents' Rights and Responsibilities; and JFD, JFD-R, and JFD-E Harassment, Intimidation, and Bullying of Students. School principals will meet with staffs annually to review and/or make recommendations regarding building disciplinary standards and procedures to ensure uniform understanding and enforcement. The delivery and acknowledgement of these items may take place electronically.

SECTION 18.4

Employees shall have the authority to exclude from their classrooms or activity area any student who creates a disruption of the educational process in violation of the building disciplinary standards for all or any portion of the balance of the school day, and up to the following two (2) days, or until the principal or designee and teacher have conferred, whichever occurs first: provided that, except in emergency circumstances, the teacher shall have first attempted one (1) or more alternative forms of corrective action; provided further that, in no event, without the consent of the teacher, shall an excluded student be returned during the balance of that class or activity period.

Prior to readmission of a student, following suspension or discipline in excess of five (5) days as per procedures outlined in District policy, there will be a written statement to all parties (teacher, principal, parents/guardians, and student) as to the future expected behavior of the student.

SECTION 18.5

Certificated staff are authorized to use reasonable force toward a student or another person as part of their assigned responsibilities when an employee is threatened with injury or comes to the aid of another person about to be injured, or to prevent malicious interference with real or personal property, which is in their possession, or in the possession of another employee or student on school premises.

SECTION 18.6

The behavior plans of specifically identified; disruptive students will follow the student from grade to grade. Plan modifications will be made as needed.

SECTION 18.7

Students who have exhibited or have a history of violent or threatening behavior will be identified to the student's assigned staff, and to other staff on a need-to-know basis as soon as the information is known.

ARTICLE 19 | LEAVES

SECTION 19.1

If the employee fails to return at the expiration of any leave, this action will terminate the employee's contract with the District. Inappropriate use of leave may result in discipline.

SECTION 19.2 - SICK LEAVE (ILLNESS, INJURY AND EMERGENCY)

SECTION 19.2.1 - SICK LEAVE

At the beginning of each contracted school year the employee will be credited with an advanced leave allowance of twelve (12) days with full pay to be used for absence caused by illness, injury or emergency of the employee or immediate family member of the employee. Employees under contract with the District as part-time employees will receive up to twelve (12) days leave prorated based on FTE.

"Immediate family" for purposes of this section shall be defined as the employee's spouse, son or daughter, parent, parent-in-law, grandparents, or anyone permanently living at the employee's residence and considered part of the family.

- A. All twelve (12) days may be used for illness or injury.
- B. Up to three (3) days may be used per year for emergencies as defined in Section 19.3.
- C. Employees who adopt and/or foster a child(ren), may take up to twenty-five (25) days for initial care of the child(ren). When both adoptive and/or foster parents are employed by the District, such leave can be used consecutively.
- D. In the case of the birth of a child, when both parents are employed by the District, the non-birth parent may use his/her sick leave for up to six (6) calendar weeks after the birth parent's temporary disability leave for childbirth has expired, in lieu of taking leave to care for the birth parent.
- E. Each employee's portion of unused leave will accumulate from year-to-year up to a maximum of 204 days.
- F. Whenever possible, employees should schedule medical appointments outside of the regular workday.
- G. Should an employee be gone from the assigned work site for less than a half day, the employee will be charged the amount of sick leave for only the time that they are gone, rounded to the nearest quarter hour.
- H. A certificated employee may take up to a half day or a whole day of sick leave for medical appointments and shall be charged accordingly against their accumulated sick leave balance.

SECTION 19.2.1.1

Employees with experience in other Washington school district(s) will, upon request, be allowed to transfer to the District any sick leave accumulated in the other Washington school district(s), in accordance with state statutes.

SECTION 19.2.1.2

Employees terminating employment will lose the benefit of any cumulative sick leave, except that forty-five (45) days may be credited for purpose of retirement in accordance with law.

SECTION 19.2.1.3

If an employee is absent for more than five (5) consecutive work days, the District reserves the right to request a doctor's certificate for absences due to illness or injury.

SECTION 19.3 - EMERGENCY LEAVE

Conditions for granting emergency leave, which comes out of sick leave, are as follows

- A. Situations in which pre-planning by the employee is not possible, is serious, is essentially unavoidable, is of importance, and is not one of mere convenience.

Some examples of situations that qualify for emergency leave are:

- Threat to an employee's property (flooding, storm, fire, etc.).
- Attend the funeral service of a non-covered family member or close family friend (limited to one (1) day).
- Other emergency events requiring time away from assigned duties and which are beyond the control of the employee, or which cannot reasonably be anticipated or avoided and fall under the definition above.

- B. Requests for additional emergency leave, without any deduction from salary, may be determined and granted by the Superintendent or designee in excess of days granted above.

SECTION 19.4

If an employee is granted leave without pay, a deduction of the full amount of the employee's salary and compensation as appropriate will be made for each day's absence, beginning with the first day.

SECTION 19.5 - SHARED LEAVE

The Superintendent or designee will administer the shared leave program in accordance with law.

SECTION 19.6 - TEMPORARY DISABILITY LEAVE

Employees, subject to this Agreement, who are unable to perform the functions of their position for medical reasons, may request a temporary disability leave. Temporary disability leave may be granted for illness, injury, surgery, or because of pregnancy or childbirth and may only be granted for the period of actual disability and up to one (1) year with the possibility of an extension.

SECTION 19.6.1

The employee will notify his/her immediate supervisor and the Superintendent or designee, in writing as to the nature of the expected disability, the beginning date and the expected duration, as verified by a qualified physician. If possible, such notification will be made at least sixty (60) calendar days prior to the

starting date of the leave. The actual starting date of the leave will be determined as necessary to protect the quality of the instructional and supportive programs, the desire of the employee, and the employee's attending physician. The District may require a doctor's certification that the employee is able to continue to work during that period between the request for the leave and its commencement without jeopardizing the employee's health or the safety of others.

Expiration of the temporary disability leave will be when the employee's attending physician confirms the ability of the person on temporary disability leave to resume the duties of the assigned position.

SECTION 19.6.2

Upon return from temporary disability leave, the employee will be returned to the same position he/she held prior to the leave provided such position is available, and the leave did not exceed one (1) full school year, or in the case of leave which commenced during a school year, the duration of the school year, subject to any applicable District policies or collective bargaining agreement provisions including those pertaining to reductions in programs, services, and personnel. If the position is no longer available, the employee will be placed in another similar position.

SECTION 19.6.3

An employee on approved temporary disability leave will retain accrued sick leave under [Section 19.2.1](#) and seniority rights. Employees granted temporary disability leave shall apply any accrued sick leave to the period of temporary disability leave, except that five (5) days of accrued sick leave may be reserved for subsequent and different disabilities upon formal request for such reservation. Leaves in excess of sick leave benefits, excluding the five (5) accrued sick leave reserve days, if so reserved, will be without pay.

SECTION 19.7 - FAMILY MEDICAL LEAVE ACT/FAMILY CARE LEAVE ACT

The superintendent or designee will administer the Family Medical Leave Act/Family Care Leave Act in accordance with law. The Family and Medical Leave Act of 1993 (FMLA) sets a threshold for eligibility of one thousand, two hundred fifty (1,250) hours worked in the twelve (12) months prior to the start date of the requested leave. For calculation purposes to determine eligibility for FMLA, the District and Association agree to include time worked under the Responsibility Contract. For FMLA eligibility calculation purposes only, the Responsibility Contract will be equivalent to one hundred thirty-nine (139) hours.

SECTION 19.8 - BEREAVEMENT LEAVE

In the event of a death in the immediate family/household of the employee, an absence of up to five (5) workdays with pay will be permitted.

Employees may use emergency leave per Section 19.3 to attend the funeral services of a non-covered family member or close family friend.

Bereavement leave will be non-accumulative.

SECTION 19.9 - ANNUAL LEAVE

Employees shall be granted up to three (3) days (prorated by FTE) with pay per year for annual leave which can only be taken in half or full-day increments. If possible, annual leave should be scheduled at least forty-eight (48) hours in advance. Annual leave may not be used on the first or last day of school. A teacher may not take annual

leave on a full LEAP day without prior approval. Requests for annual leave may not be made in excess of employee's annual leave balance/projected balance. No more than forty (40) employees per day may access annual leave. However, on Fridays and the day before and after holidays and school breaks the limit shall be no more than thirty-five (35) employees per day accessing annual leave. Such limits will apply to employees requiring substitutes. Annual leave will be allocated on a first-come, first-served basis. Any exception must be approved by the Superintendent or designee. Employees using annual leave during early release LEAP Wednesdays and full day LEAP will be responsible for the skills and knowledge covered in their absences.

SECTION 19.9.2 - ACCUMULATION OF ANNUAL LEAVE

An employee may accumulate up to thirty-seven and a half (37.5) hours of annual leave. In order to carry over unused annual leave, employees must request in writing or via e-mail the amount of annual leave to be carried over. Such written request must be received by the payroll department no later than June 30.

Unused annual leave not requested to be carried over will be automatically cashed out at the substitute teacher rate of pay at the end of each school year.

SECTION 19.10 - LEAVE WITHOUT PAY

An employee may be granted leave without pay for significant life events. Such leave shall not be requested/used for vacations. Annual leave must be exhausted before requesting leave without pay. The employee shall make every effort to give the District thirty (30) days prior notice. Requests for such leave shall be made in writing to the Human Resources Department outlining the extraordinary nature of the request. Should the request be denied, the employee may appeal to the Deputy Superintendent for consideration of the request. The decision of the Deputy Superintendent shall be final.

SECTION 19.11 - LEAVE OF ABSENCE

Leaves of absence without pay and benefits for not less than one (1) semester at the secondary level or not more than one (10) year at either level may be granted to employees, subject to this agreement.

- A. Upon on return from a one (1) year leave of absence, the employee will be returned to the same building/program assigned to prior to the leave, provided such position is available and the leave did not exceed one (1) full year.
- B. Application for such leave for elementary teachers must be made on or before the first Friday in March of the school year. The application must state the reason for the request. By the first Friday in March of the year of the leave, the employee will give written notice of his/her plan to return to the District. Failure to provide notice of return will be deemed that the employee has resigned.
- C. Application for such leave for secondary teachers must be made on or before the last Friday in January of the school year. The application must state the reason for the request by the last Friday in January of the year of the leave, the employee will give written notice of his/her plan to return to the District. Failure to provide notice of return will be deemed that the employee has resigned.
- D. A one (1) year leave of absence may be granted for the year following the expiration of the initial leave of absence for the purpose of completion of an approved program. Such leave will be without pay or benefits.
- E. Upon return from a leave of more than one (1) year, the employee is not guaranteed an identical assignment held prior to taking the leave but will be assigned to a position of equivalent nature, subject to the collective bargaining agreements.

SECTION 19.12 - PUBLIC OFFICE LEAVE

Upon the recommendation of the employee's immediate supervisor and the Superintendent or designee, and subject to the approval of the Board, an employee will be granted leave without pay or benefits for a period not to exceed one (1) year. Extension of such leave may be granted upon reapplication. The employee must show evidence that he/she has been duly elected or appointed to an official public office.

SECTION 19.12.1

Applications for such leave must be made as soon as possible following certification of the election or appointment. The employee on leave must notify the District by February 15 of his/her plan to return to active employment for the ensuing year. Failure to do so will be deemed resignation from employment.

SECTION 19.12.2

Employees returning from such leave are not guaranteed the identical assignment held prior to taking the leave, but where possible will be returned to a position equivalent to the one held before the leave, subject to any applicable District policies or this Agreement, including those pertaining to reductions in program, services, and personnel. The employee will not advance in experience on the salary schedule, nor will the employee be eligible for employer-paid benefits while on leave.

SECTION 19.13 - OBLIGATORY LEAVES

SECTION 19.13.1 - CHILD CARE LEAVE

Any employee may request long-term child-care leave without compensation for the purpose of legally adopting a child or care for a child up to school age or a medically ill dependent child. Leave for such a purpose will be for not more than two (2) instructional school years for each occasion. However, the maximum number of consecutive years that will be granted is four (4). Such leave will be exclusive of any temporary disability leave granted for childbirth.

If a child-care leave commences after the conclusion of the first semester for secondary staff or after winter break for elementary staff, such time will not count against the two (2) years. Specialists who are assigned at both levels will be treated as secondary staff under this provision.

SECTION 19.13.1.1

To request such leave, the employee should submit a leave of absence request form to Human Resources. Such request, when possible, will be made at least thirty (30) calendar days in advance of the proposed starting date of the leave and clearly state the intended purpose and duration of the leave.

SECTION 19.13.1.2

The actual starting date of the leave will be determined as necessary to protect the quality of the instructional program and the desire of the employee and the attending physician, where applicable. The overriding concern will be the fulfillment of the goals of the District. The return date shall be at either the beginning of the school year or the beginning of second semester at the secondary level and following winter break at the elementary levels or as otherwise approved by the Director of Human Resources.

SECTION 19.13.1.3

Long-term childcare leaves for employees will be without compensation and employer-paid benefits except as those provided in [Section 19.13.1.7](#). Employees will also retain all seniority and benefits accrued and will be able to self-pay for those insurance plans which allow such payment. Seniority will not accrue during such leave.

SECTION 19.13.1.4

Employees who have been granted disability leave for childbirth reasons under [Section 19.2.1](#) may apply for and may be granted further leave under childcare leave.

SECTION 19.13.1.5

Upon return from a one (1) year childcare leave, the employee will be returned to the identical position held prior to the leave, provided such position is available subject to any applicable District policies or collective bargaining agreement provisions including those pertaining to reductions in programs, services and personnel. Should the identical position not be available, the employee will be assigned to an equivalent position. Should the childcare leave exceed one (1) full school year (notwithstanding the case of leave which commenced prior to winter break for elementary staff or prior to the beginning of second semester for secondary staff), the returning employee will be assigned to a similar position.

SECTION 19.13.1.6

If the childcare leave granted is for more than one (1) year but no more than two (2) years, the employee will be returned to the same or an equivalent position.

SECTION 19.13.1.7

Employees may use their accrued sick leave while on childcare leave.

SECTION 19.13.2 - ADOPTION/FOSTER PARENT LEAVE

Adoption leave may be granted to either or both parents for a period of up to five (5) days with pay. Such leave may be used for court and legal procedures, home study and evaluation, and required home visitation by the placing agency. See also [Section 19.2.1](#), which provides up to twenty-five (25) days of additional leave from the employee's sick leave. If both parents are employed by the District, each employee may use their leave consecutively.

SECTION 19.13.3 - JURY DUTY AND SUBPEONA LEAVES

Upon receipt of a jury summons or a subpoena, the employee will immediately notify his/her administrator and the Human Resources Department. The employee will be required to furnish a signed statement from an officer of the court as proof of jury service or of witness service. The employee's pay will not be deducted for required court proceeding(s) associated with jury service or compliance with a subpoena that arises from his/her employment and in the interest of the District.

If the employee is plaintiff or defendant in a case, there will be no compensation, except out of defensive judicial proceedings arising from the nature of his/her employment in the interest of the District.

SECTION 19.13.4 - MILITARY LEAVE

Military leave, whenever possible, will be scheduled during non-contractual days and will be granted in accordance with law. Employees called to active duty will be provided all rights in accordance with all applicable laws.

SECTION 19.13.5 - RELIGIOUS OBSERVANCES – ABSENCE FROM WORK

Employees whose religious affiliations require observances of mandatory holy days on days when school is in session will be granted up to three (3) days leave for this purpose.

The employee shall make up each day missed by performing professional tasks under the supervision of his/her principal or supervisor on a mutually agreeable non-school, non-per-diem day, which falls between five (5) workdays before the opening and five (5) workdays after the closing of the employee's current contract year. The make-up-date(s) will be specified on the leave request form and shall be performed in increments determined by the staff member and his/her principal or supervisor.

Accountability for making up the days will rest with the employee and the principal or supervisor. An employee desiring to take leave under this section must notify his/her principal or supervisor three (3) school days in advance of the requested leave.

SECTION 19.13.6 - ASSOCIATION OR AFFILIATE LEAVE

Upon written application, the District will grant a leave for length of term for any employee who can show evidence that he or she has been duly elected or appointed to any office in the Association or its affiliate organizations.

SECTION 19.13.6.1

While on association or affiliate leave, the employee will be entitled to the same wages and benefits as if he/she were teaching in the District. This section will apply providing that the District is reimbursed the dollar amount equal to the salary and benefits paid to the employee while on leave. Such payment will be made on or before the 20th of each month during such leave.

SECTION 19.13.6.2

Upon return from Association leave, the employee will be returned to the same position he/she held prior to the leave, provided such position is still available and the leave did not exceed three (3) school years, subject to any applicable District policies or collective bargaining agreement provisions, including those pertaining to reductions in programs, services, and personnel. If the position is no longer available or the leave exceeds three (3) school years, the employee will be placed in similar position.

SECTION 19.13.6.3

Leave under this provision may be extended upon official notification from the employee and the organization or association involved.

SECTION 19.13.7 - ASSOCIATION BUSINESS LEAVE

The District will grant up to sixty-five (65) days per year, with additional days as per current practice, to employees for the purpose of Association business. Requests will be made to the Superintendent or designee and such leave will be granted, provided that the leave does not present a hardship on the educational program in any school. The Association will reimburse the District the cost of necessary substitutes.

ARTICLE 20 | SALARIES, STIPENDS AND EXTENDED CONTRACTS

SECTION 20.1

All salary and compensation increase (including increments, educational advancements, and benefits) are granted only on the basis that such increases will not cause the District to violate any applicable law, the Appropriations Act or any rules or regulations adopted pursuant to state statutes dealing with salary and compensation issues. In the event any such violations should occur, the District agrees to meet with the Association to determine an appropriate method of adjusting bargaining unit salaries and compensation to a level which will insure conformity to such laws, rules, and regulations. Such adjustment will be made as soon as practical.

SECTION 20.2 - SALARY SCHEDULE AND STIPEND SCHEDULES

Salary Schedules and Stipend Schedules for the duration of this agreement shall be incorporated into this agreement when ratified by the Association and the District and shown in [Appendix A.1](#). For 2022-2023, [Appendix A.1](#) will reflect an increase of State determined inflationary adjustment (IPD) to base salary.

The District also agrees to adjust [Appendix D](#) by the state determined inflationary adjustment (IPD). The same percentage increase shall apply to all bargaining unit members and said adjustment will be computed as set forth in this article.

SECTION 20.2.1

On or about April 1 of each year of the contract and upon District receipt of compliance data from the Superintendent of Public Instruction for each year, the District and the Association will review the compensation data for certificated personnel as reported to the State Superintendent of Public Instruction on the Form S-275 as updated by the District.

If the SPI data indicates that there remains additional capacity within the current Legislative Evaluation Accountability Program Document, the District will thereupon effectuate an annual salary increase designed to raise annual salaries to the maximum level allowed under such Legislative Evaluation Accountability Program Document, provided that the same dollar percentage will be applied to the annual salaries of all bargaining unit members, and provided further that no such adjustment will be made if it would be less than an average of \$15.00 per FTE on an annual basis. Such adjustment will be paid either in a lump sum or over the remaining warrants, as determined by the District. The salary schedules, Appendices A, C & D (except Incentive to Attract and Retain), will be amended to reflect the difference, provided that educational advancement entitlements have been met to the fullest allowable under compliance limitations.

SECTION 20.2.2

Any retroactive salary adjustment made per Section 20.2.1 shall only apply to the base employment contract and supplemental employment contract as provided in Appendices A, C & D. No retroactive adjustment will be made for compensation earned from working other non-contracted compensation.

SECTION 20.2.3 – OVER/UNDERPAYMENT

The District and the Association agree that in situations where a bargaining unit member has been paid incorrectly, the period of time to be considered for reimbursement shall be one (1) year from the date of discovery. This will pertain to instances in which the member owes the District money due to overpayment and instances in which the District owes the member money due to underpayment.

SECTION 20.3 - EXPERIENCE INCREMENTS AND EDUCATIONAL ADVANCEMENT

The District will provide experience increments and educational advancement for credit on file, which will commence in September of each year of this agreement, provided such experience increments and educational advancements will be within the legal limits for salary increases; and provided further that if the legislature does not provide any increases for salaries for any one (1) year for non-supervisory personnel, then the salary increases for experience and educational advancements for non-supervisory personnel shall be limited to the funds authorized by the legislature for non-supervisory personnel for increments and educational advancements.

SECTION 20.3.1

All educational credit for salary schedule advancement must be filed with the District by September 30 of each year of the contract. Employees hired after the first day of the school year must have their college and experience credits on file with the Human Resources Office by October 15 or within thirty (30) days, whichever is later. Failure to meet such timeline will cause the employee to lose consideration for such credits until the following school year.

SECTION 20.3.2

SLPs, OTs, PTs, Psychologists and Vision-Orientation-Mobility Specialists will receive outside experience credit for placement on the salary schedule for experience that required licensure/certification as a condition of employment, excluding self-employment. Verification of employment is required to receive credit.

SECTION 20.4 - SUPPLEMENTAL COMPENSATION

Supplemental compensation will be paid by separate contract pursuant to law according to the rates and amounts specified in Appendices A & D to this agreement. Such compensation so paid shall not be deemed an increase in salary or compensation for the purposes of [RCW 28A.400.200](#). Supplemental contracts are for one (1) year only. No person contracted for such a position should assume that said assignment would continue for more than one (1) year.

SECTION 20.4.1 - EXTRA DAYS

Extra days shall be paid at the employee's per diem rate. These days are LEAP days.

SECTION 20.4.2 - EXTENDED DAYS

Extended days shall be paid at the employee's per diem rate. Extended contracts will be issued to all employees who are required, due to the nature of their regular duties, to devote additional time beyond the regular school day or school year. The District must authorize extended contracts.

SECTION 20.4.3 - PER DIEM DAILY RATE

An employee on an extended contract who is authorized to work additional days beyond the school year will be paid a daily rate determined by dividing the employee's salary by the number of days in the base contract.

SECTION 20.4.3.1 - PER DIEM HOURLY RATE

The employee's hourly rate will be determined by dividing his/her daily rate by seven and one-half (7.5) hours.

SECTION 20.4.4 - STIPENDS

A complete list of all allocated stipends will be given to staff each year. Any certificated staff member who is interested in any position should notify the principal of said interest. The principal will make all decisions surrounding the filling of stipend positions. Stipends listed in [Appendix D](#) if allocated, and if offered, must be filled by certificated staff.

SECTION 20.4.5 - TIMECARD RATE

The timecard rate as specified in Appendix A will be paid for any hourly work paid on a timecard, such as loss of planning, curriculum work, workshops, trainings, WaKIDS elementary conference pay, etc.

SECTION 20.5 - INCENTIVE TO ATTRACT AND RETAIN HIGH QUALITY TEACHERS

Based upon years of experience as established in [Section 21.1.1](#) employees will receive the following:

0-9 teaching years	two thousand (\$2000) dollars
MA+0 and above 10 -15 teaching years	twenty-five hundred (\$2,500) dollars
MA+0 and above 16+ teaching years	five thousand (\$5,000) dollars

ARTICLE 21 | SALARY FACTORS OF COMPENSATION

SECTION 21.1 - EXPERIENCE AND EDUCATION DETERMINE SALARY PLACEMENT

SECTION 21.1.1 - EXPERIENCE

- A. Previous experience will be recognized in full as prescribed by statute and OSPI regulations (WAC).
- B. Substitute teachers whom the District hires into contracted positions shall be given credit on the salary schedule for documented substitute teaching experience as provided by statute and OSPI regulations (WAC).

SECTION 21.1.2 - EDUCATION

- A. A Bachelor's degree will constitute the minimum academic requirement for employment.
- B. Credits will be recognized in accordance with state guidelines for placement on the salary schedule.
- C. No salary change will be made until corresponding credits are filed with and evaluated by the Superintendent or designee. An official transcript will serve as the documentation
- D. Clock hours will be recognized for purposes of advancement on the salary schedule in accordance with state guidelines. When possible, the District will make clock hours available for district-offered professional development programs.

SECTION 21.1.2.1**BA 135 CAP:**

Employees hired for the 1992-93 school year or before had until September 30, 1994, to attain a BA + 135.

GRANDFATHERED SALARY PLACEMENT:

Commencing with new hires for the 1986-87 school year and continuing thereafter, only experience and educational credits which the state recognizes for salary allocation purposes shall be credited for salary placement.

SECTION 21.1.2.2 - SALARY PLACEMENT OF NON-DEGREED VOCATIONAL TEACHERS

The following procedure shall govern the placement of the non-degreed vocational teachers on the Association salary schedule.

- a. A current probationary vocational certificate valid for two (2) years and renewable once shall be deemed equivalent to a bachelor's degree.
- b. A current initial vocational certificate valid for four (4) years and renewable twice for three (3) years at a time shall be deemed equivalent to a bachelor's degree plus forty-five (45) quarter hours beyond the degree.
- c. A current five-year vocational certificate renewable every five (5) years shall be deemed equivalent to a bachelor's degree plus ninety (90) quarter hours beyond the degree.
- d. A current renewed five-year vocational certificate shall be deemed equivalent to a bachelor's degree plus one hundred thirty-five (135) quarter hours beyond the degree.
- e. Experience credit beyond the three (3) years (6,000 hours) required for the certificate shall be granted for initial placement on the salary schedule on the basis of one (1) experience step for each two thousand (2,000) hours of verified work experience at the journeyman level or equivalent fully qualified level in the occupational field for which the vocational certificate is issued.
- f. District prior-approved work experience in the relevant vocational field earned after the first year of teaching vocationally approved courses shall be recognized at the rate of twenty (20) quarter hours of graduate college credits for each two thousand (2,000) hours of work.

Nothing in this section shall be construed as restricting teachers of state approved vocational classes from advancing on the salary schedule in accordance with other provisions of the Agreement in the same fashion as other certificated employees.

SECTION 22.1 - ELIGIBILITY CRITERIA DEFINITION

Employees must meet 630 hours worked in the District per year from September 1 through August 31, to be eligible for SEBB benefits.

All eligible employees under the law, shall be eligible for full insurance coverage in accordance with SEBB rules and requirements.

Eligibility will be in accordance with SEBB rules and requirements as well as Article 3, Conformity to law. Teacher/educators that receive a contract will automatically be assumed to work the contracted hours and if those hours meet the eligibility criteria, will start receiving benefits on September 1.

Employees hired after September 1 and are contracted for a position that meet the eligibility criteria shall be offered benefits coverage based on SEBB Resolution 2018-32 regarding “mid-year hires.”

SECTION 22.1.1 - SUBSTITUTE TEACHER ELIGIBILITY

In order to determine eligibility for substitute employees, the following eligibility questions must be answered:

1. Did the employee meet the eligibility criteria hours in each of the previous two school years and is returning to the same type of position or combination of positions with the district “the two-year look-back test”?
2. If the substitute meets the “two-year lock back test” then the district either:
 - a. Anticipates that the substitute will work in their prior pattern, or
 - b. If something has changed where the District no longer anticipates they will work in their prior pattern, this will be sent to the collaborative review committee for consideration and final determination.

SECTION 22.2.2 - SUBSTITUTES WHO ARE ELIGIBLE DUE TO THE 2-YEAR LOOKBACK

- In August, District will review 2-year lookback hours for all active substitute employees
- If substitute meets the 2-year lookback test, the substitute will be eligible for benefits in September of each year if the employer anticipates they will continue to work in their prior pattern.
- In order to maintain eligibility during the year, the substitute must work enough hours each month, for the district to continue anticipating they will meet the eligibility criteria hour during the school year.
- The District will review hours in:
 - November (for open enrollment) – if pattern of hours worked will cause the employee not to meet the eligibility criteria hours for the year, substitute will lose eligibility at the end of November.
 - January – If pattern of hours worked will cause the substitute to not meet eligible criteria hours for the year, substitute will lose eligibility at the end of January.
- June – if pattern of hours worked will cause the substitute to not meet eligibility criteria hour for the year, substitute will lose eligibility at the end of June.

SECTION 22.2.3 - SUBSTITUTES NOT ELIGIBLE AT THE BEGINNING OF THE SCHOOL YEAR

Any substitute that is new to the District or does not meet the 2-year look back rule, may be eligible for benefits the month after they reach the eligibility criteria in the school year.

- e.g., a substitute reaches eligibility criteria on February 10, they will be eligible for benefits in March. Benefits continue through August.
- The Collaborative Review Committee will review data for substitutes where the 2-year lookback does not apply.

SECTION 22.2.4 - TERMINATION

The substitute list will be reviewed by Human Resources each year. A substitute that is no longer subbing for the District will be removed from the District sub list, which terminates employment.

SECTION 22.2.5 - BENEFIT TERMINATION/END

Benefit coverage for new employees will begin the first day of the following month after the first day of work when it is anticipated that the employee will meet eligibility criteria as defined above, except during the month of September when the employee's benefits coverage will begin in September, if the employee meets the eligibility criteria.

SECTION 22.2.5.1 - CONTINUITY OF COVERAGE

When a new employee was previously employed by a SEBB employer and was eligible for SEBB coverage, that employee will have uninterrupted benefit coverage if the employee meets eligibility criteria. If an employee does not meet eligibility criteria, the employee shall be offered benefit coverage beginning in the month following the establishment of eligibility.

The District will provide the Association each month with a list of employees, who due to unpaid leave, will lose eligibility for benefits. If needed, questions will be brought to the Collaborative Review Committee.

SECTION 22.2.5.2 – BENEFIT TERMINATION/END

Any employee eligible for benefits who terminates the employee/employer relationship shall continue to receive benefit through the last day of the month in which the resignation or unpaid leave is effective. In cases where separation occurs after completion of the student year, benefit coverage will continue through August 31. Any exception shall be requested by the employee and confirmed by the District. Employees who retire in the month of June and have a termination date at the end of June will have their benefits terminated at the end of June.

The District will provide the Association each month with a list of employees, who due to unpaid leave, will lose eligibility for benefits. If needed, questions will be brought to the Collaborative Review Committee.

SECTION 22.2.6 - COLLABORATIVE REVIEW PROCESS

The parties therefore agree to the following:

- Meet on a regular basis to assess the impact of the transition of staff.
- Problem-solve around barriers or challenges to the transition.
- Reach mutual agreement on resolution to identified challenges or impacts.
- Review benefits eligibility/termination issues.

SECTION 22.2.7

The District shall pay the full portion of the employer contribution for insurance programs adopted in the Statewide Collective Bargaining Agreement for all employees who meet eligibility requirements as outlined below. Each employee shall pay their portion as adopted by SEBB.

Benefits offered by the District through SEBB include:

- Basic Life and Accidental Death and Dismemberment insurance (AD&D)
- Basic Long-term Disability
- Vision
- Dental (including orthodontia); and
- Medical

Employees are eligible to participate in the SEBB offered optional Medical Flexible Spending Arrangement (FSA) and Dependent Care Assistance program (DCAP). Employees will also have the option of enrolling in a Health Savings Account (HSA) when they select a qualifying High Deductible Health Plan (HDHP) for their medical insurance. When available through SEBB, employees will be able to utilize employee payroll deduction for any supplemental insurance they elect to enroll through SEBB (e.g., increased life insurance, AD&D, Long-term disability, etc.)

SECTION 22.2.7.1 - DEPENDENT COVERAGE

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

SECTION 22.2.8 - PAID FAMILY MEDICAL LEAVE (PFLM)

The District will be responsible for its portion of the PFLM premium, and Teachers will be responsible for their portion of the premiums as established by law.

SECTION 22.2.9 - NEW EMPLOYEE DUTY TO ENROLL

New employees must sign up for insurance in the Payroll Office by October 15 or thirty (30) days from date of hire or they will be ineligible for insurance coverage until the next open enrollment period.

SECTION 22.2.10 - 403(B) PLANS

The District shall offer 403(b) plans in accordance with applicable law.

SECTION 22.2.11 - LIABILITY COVERAGE

The District will provide liability coverage for employees against claims for damages caused by that employee while performing his or her duties as an employee of the District.

SECTION 22.2.12 - PERSONAL PROPERTY

The District or its insurer(s) will reimburse the employee for loss or damage exceeding twenty-five dollars (\$25.00) but not more than one thousand dollars (\$1,000.00) to personal property caused while such employees are engaged in the maintenance of order and discipline, or the protection of school personnel, school property or students.

To the extent the District's insurance policy provides coverage and subject to the policy exclusions and limitations, the District agrees to pay loss incurred by an employee who sustains unforeseen, unexpected, or unintended damage to the employee's personal property (excluding automobile) while the property is on District premises, and is being used for the purposes usual, customary and incidental to the employee's job duties.

Items of value over two hundred dollars (\$200.00) shall be registered at the office if the item is to remain in the building overnight.

If property damage occurs in situations of authorized use of District equipment off school premises where reasonable care has been taken to protect such property, the District will be responsible for any uninsured expenses, including the insurance deductible and the replacement of the equipment at its discretion.

SECTION 22.2.12.1

Such insurance will not apply to the extent that any valid and collectible insurance, whether on a primary, contingent, or excess basis, is available to any employee under any other policy of insurance.

SECTION 22.13 - WORKERS COMPENSATION

Whenever an employee is absent from employment as a result of personal injury sustained in the normal course of employment and in the performance of his/her duties, the employee will be paid the difference between the employee's total compensation and state industrial insurance compensation for a period of such absence up to eighteen (18) months, or thirty-six (36) months if the injury is the result of a physical assault, from the date of injury. No part of such absence will be charged to annual or accumulated sick leave. The District reserves the right to require an examination of such employee by a physician designated by the District at District expense.

SECTION 22.14 - MALPRACTICE

The District will provide malpractice coverage for psychologists, occupational therapists and physical therapists, speech pathologists, and counselors. Coverage shall be a minimum of five-hundred-thousand dollars (\$500,000).

SECTION 22.15 - INSURANCE STANDING COMMITTEE

A joint standing insurance committee will be composed of proportional representation from all employee groups and appropriate central office administrators. The committee will review state insurance program changes and annual open enrollment process and make recommendations for communication to employees.

ARTICLE 23 | TRANSFER AND REASSIGNMENT

SECTION 23.1

The District and Association recognize the desirability of making assignments that consider the interests and aspirations of employees. To this end, the District will make transfers and reassignments requested by employees in accordance with the provisions of this Article. In the event of a layoff, however, the voluntary transfer and reassignment procedures may be set aside.

SECTION 23.2 - NOTIFICATION OF TRANSFER AND REASSIGNMENT PROCEDURES

The District and Association will jointly inform employees of the transfer and reassignment procedures prior to January 15 of each school year.

SECTION 23.3 - DEFINITIONS

SECTION 23.3.1 - VACANCIES

A vacancy is a full or part-time continuing contract opening which may result from retirement, resignation, promotion, death, termination, or creation of a new position. The decision as to whether to fill a vacancy will rest solely with the District.

Positions held by non-continuing contracted employees after May 15 will be considered vacancies for the purpose of transfer, except for those positions that are directly related to a right-to-return leave replacement (e.g., a one-year childcare leave, Teachers on Special Assignments, etc.).

Upon request from the Association, the District will provide the Association with a list of current vacancies.

The District may fill vacancies with long-term substitutes, provided such vacancy does not exceed eighty-nine (89) school days.

SECTION 23.3.2 - CLASSROOM TEACHERS/LIBRARY MEDIA SPECIALIST/ELEMENTARY AND SECONDARY COUNSELORS

Employees who are primarily assigned to the instruction of students in the general education classroom, library media specialists, elementary and secondary counselors are considered employees who are eligible for a transfer to a different work site.

SECTION 23.3.3 - SPECIALIST IN PROGRAMS

Employees who are in the following categories are considered to be specialists in a program who are eligible for a reassignment to a different work site: Preschool through K-12 Special Education teachers,

elementary Safety Net, ML, elementary PE and music, elementary Quest, OT, PT, SLP, Vision/Orientation/Mobility, psychologists.

SECTION 23.3.4 - TEACHERS ON SPECIAL ASSIGNMENT

Employees who are in the following categories are considered to be Teachers on Special Assignment (TOSA): Professional Development specialists, program specialists, consulting teachers, etc.

SECTION 23.3.5 - BUILDING SENIORITY

Building seniority is the number of consecutive years a classroom teacher, library media specialist, or counselor's majority assignment has been in a particular building. Partial years and partial FTE count as full years for the purpose of building seniority.

SECTION 23.3.6 - PROGRAM SENIORITY

Program seniority is the number of consecutive years a specialist has been assigned to a particular program. Partial years and partial FTE count as full years for the purpose of program seniority.

SECTION 23.3.7 - DISTRICT SENIORITY

District seniority is the amount of time the employee has been employed by the District. District seniority is determined by the employee's contractual start date, not the date the employee received, signed, or returned a letter of intent or verbally committed to a contract

SECTION 23.3.8 - OVERALL EXPERIENCE

Overall experience is the number of years of experience as recognized by the State of Washington for salary placement purposes.

SECTION 23.4 - REQUESTS FOR TRANSFERS BY CLASSROOM TEACHERS, LIBRARY MEDIA SPECIALISTS, ELEMENTARY COUNSELORS AND SECONDARY COUNSELORS

Prior to the first Friday of March in each school year, eligible classroom teachers, library media specialists and counselors on a continuing contract may file a request for transfer for the following school year. Such requests will be made through an electronic form provided by the Human Resources Department. The employee will indicate the position(s) and locations to which he/she is specifically interested in transferring.

SECTION 23.4.1 - PROCEDURE

- A. Teachers in Choice Schools and elementary Quest are eligible to use this process to request a transfer to a regular education classroom opening, subject to the provisions in this section.
- B. The transfer list will remain active from the first Friday in March through the end of the workday on August 1.
- C. Transfers are limited to vacancies both at the employee's current level (i.e., elementary to elementary, middle school to middle school, high school to high school) and current position (i.e., classroom teacher to classroom teacher, library media specialist to library media specialist, elementary counselor to elementary counselor, secondary counselor to secondary counselor).
- D. The transfer procedure shall not be used to increase or decrease an employee's contractual status, such as going from part-time to increased part-time or full-time.

- E. The District may set aside the voluntary transfer provision of this agreement for up to a combined total of fifteen (15) reassignments/transfers per year. The District will notify the Association when this procedure is set aside and the reason for doing so.
- F. An employee will be qualified to transfer to a position if that employee has the required certification and qualifications in compliance with state and federal law and has received an overall proficient summative evaluation rating for at least the two (2) successive years directly prior to the time of the transfer request.
- G. The employee identified for transfer will have a conversation with the principal of the receiving building as soon as possible. Every effort should be made to have this conversation face-to-face.
- H. Employees will have two (2) business days to respond to a transfer offer. It is the employee's responsibility to notify the Human Resources Department of any change in contact information.
- I. An employee will be removed from the transfer list when the employee has declined two (2) transfer offers to his/her requested positions. An employee will not be removed from the list if he/she declines an offer for a transfer to a position not requested.
- J. The District will provide five (5) days of transition time (prorated by FTE) paid at the employee's per diem rate for those classroom teachers, library media specialists, and counselors who have been located in the same building for five (5) or more consecutive years.

SECTION 23.5 - INVOLUNTARY TRANSFERS OF CLASSROOM TEACHERS, LIBRARY MEDIA SPECIALISTS, ELEMENTARY AND SECONDARY COUNSELORS

SECTION 23.5.1

When the need exists for an involuntary transfer of a classroom teacher, library media specialist, elementary counselor or secondary counselor, the following procedure will be applied:

The unit administrator will first inform the total certificated staff within the unit of the need for transfer and the reason for the need. The unit administrator will then call for volunteers for transfer. If there is more than one (1) volunteer, the employee transferred will be selected in accordance with [Section 23.4.1 E](#).

- A. In the event no certificated staff member volunteers, or the volunteer lacks the required qualifications for the transfer position, the individual to be transferred will be selected in accordance with the procedures outlined in Appendix L.
- B. When the District can demonstrate a need to involuntarily transfer an individual in order to protect the quality of the instructional program and/or the welfare of the individual, the transfer may be made without following the procedures of this provision.
- C. The employee involuntarily transferred will retain his/her building seniority.
- D. The District will provide five (5) days per diem pay (prorated by FTE) for transition time for any employee who is involuntarily transferred to a new assignment.

SECTION 23.6 - REQUESTS FOR REASSIGNMENT BY SPECIALISTS

SECTION 23.6.1

Prior to the first Friday of March each school year, eligible specialists in a district-wide program (Preschool through K-12 special education teachers, elementary Safety Net, ML, elementary PE and music, elementary Quest, OT, PT, SLP, Vision/Orientation/Mobility, and psychologists) on a continuing contract may request a reassignment for the following school year. Such requests will be made through an

electronic form provided by the Human Resources Department. The employee will indicate the position(s) and locations to which he/she is specifically interested in being reassigned. The procedure is as follows:

- A. The reassignment list will remain active from the first Friday in March through the end of the workday on August 1.
- B. Reassignments are limited to vacancies in the employee's current specialty area (e.g., SLP to SLP, elementary music to elementary music, etc.).
- C. The reassignment procedure shall not be used to increase or decrease an employee's contractual status, such as going from part-time to increased part-time or full-time.
- D. The District may set aside the voluntary reassignment provision of this agreement for up to a combined total of fifteen (15) reassignments/transfers per year. The District will notify the Association when this procedure is set aside and the reason for doing so.
- E. An employee will be qualified to be reassigned to a position if that employee has the required certification and qualifications in compliance with state and federal law and has received an overall proficient summative evaluation rating for at least the two (2) successive years directly prior to the time of the transfer request.
 - 1. If there is one (1) qualified applicant for a vacancy, that applicant will be offered a reassignment to the vacant position.
 - 2. If more than one (1) qualified applicant applies, the person who has been in their position longest (highest program seniority) will be offered the reassignment.
 - 3. If the applicants have equal program seniority, the reassignment will be offered to the person placed on the higher educational lane on the salary schedule.
 - 4. If the applicants have the same program seniority and are on the same educational lane, the reassignment will be given to the person with the most overall experience.
 - 5. If all of the above are equal, the reassignment will be determined by lottery.
- F. The employee identified for reassignment will have a conversation with the principal of the receiving building as soon as possible. Every effort should be made to have this conversation face-to-face.
- G. Employees will have two (2) business days to respond to a reassignment offer. It is the employee's responsibility to notify the Human Resources Department of any change in contact information.
- H. An employee will be removed from the reassignment list when the employee has declined two (2) offers to his/her requested positions. An employee will not be removed from the list if he/she declines an offer for a reassignment to a position not requested.
- I. The District will provide five (5) days of transition time (prorated by FTE) paid at the employee's per diem rate for those specialists who have been located in the same building for five (5) or more consecutive years.

SECTION 23.7 - REASSIGNMENT OF SPECIALIST BY PROGRAM ADMINISTRATORS

SECTION 23.7.1

Program administrators may reassign specialists (Preschool through K-12 Special Education teachers, elementary Safety Net, ML, elementary PE and music, elementary Quest, OT, PT, SLP, Vision/Orientation/Mobility, and psychologists) to other buildings within their program.

SECTION 23.7.2

The specialist being reassigned will be provided as much notice possible prior to the reassignment.

SECTION 23.7.3

The specialist being reassigned will retain his/her program seniority.

SECTION 23.7.4

The District will provide five (5) days per diem pay (prorated by FTE) for transition time when an employee is reassigned by a program administrator .5 or more FTE from a single building.

SECTION 23.8 - TRANSFER BETWEEN LEVELS/ACROSS DISCIPLINES/CHOICE SCHOOLS

SECTION 23.8.1

Prior to the first Friday of March in each school year, classroom teachers, library media specialists, counselors and specialists may request a transfer to a different level (e.g., elementary to middle school, middle school to high school, middle school to elementary, Teachers on Special Assignment (TOSAs for multiple years returning to a classroom position, etc.), to a position outside of their assigned area or to a Choice School. Such requests are subject to approval by the principal (and program administrator, if applicable) from the receiving building. Requests will be made through an electronic form provided by the Human Resources Department. The employee will indicate the position(s) and locations to which he/she is specifically interested in transferring.

SECTION 23.8.2

This transfer list will be maintained separately from the regular transfer and reassignment lists and will only be used for vacancies remaining after first exhausting the regular transfer/reassignment lists for a particular opening. It will remain active from the first Friday in March through the end of the workday on August 1st.

SECTION 23.8.3

This transfer procedure shall not be used to increase or decrease an employee's contractual status, such as going from part-time to increased part-time or full-time.

SECTION 23.8.4

An employee will be qualified to transfer to a position if that employee has the required certification and qualifications in compliance with state and federal law and has received an overall proficient summative evaluation rating for at least the two (2) successive years directly prior to the time of the transfer request.

- A. If there is one (1) qualified applicant for a vacancy, that applicant will be given first consideration for the vacant position.
- B. If more than one (1) qualified applicant applies, the person who has the greatest building or program seniority will be given first consideration for the vacant position.
- C. If the applicants have equal building/program seniority, the person placed on the higher educational lane on the salary schedule will be given first consideration for the transfer.
- D. If the applicants have the same building/program seniority and are on the same educational lane, the person with the most overall experience will be given first consideration for the transfer.
- E. if all of the above are equal, the first consideration for transfer will be determined by lottery.

- F. The employee identified for transfer will have a conversation with the principal of the receiving building as soon as possible. Every effort should be made to have this conversation face-to-face. The principal (and program administrator, if applicable) will have final approval as to whether or not to accept the transfer. Such decision will not be grievable.
- G. Employees will have two (2) business days to respond to a transfer offer. It is the employee's responsibility to notify the Human Resources Department of any change in contact information.
- H. An employee will be removed from the transfer list when the employee has declined two (2) transfer offers to his/her requested positions. An employee will not be removed from the list if he/she declines an offer for a transfer to a position not requested.
- I. The District will provide five (5) days of transition time (prorated by FTE) paid at the employee's per diem rate for those employees who have been located in the same building for five (5) or more consecutive years.

SECTION 23.8.5

Employees who obtain certification or endorsements in new areas after the transfer deadline has passed, may, via the District's, online application tool, apply for open positions in their newly certified area(s). Such applicants will be considered with other external applicants for the position(s).

SECTION 23.9 - TEACHERS ON SPECIAL ASSIGNMENT

Teachers who move to a Teacher on Special Assignment (TOSA) position (e.g., Professional Development specialist, program specialist, etc.) will have the option of returning to their previous position and/or building immediately after completing their first year as a TOSA. Their previous building/program seniority will be reinstated.

After being in the assignment for more than one (1) year, TOSAs who wish to be reassigned may place their name on the transfer list as outlined in Section 23.8.

TOSAs who are hired directly into these positions who wish to change assignments may utilize the transfer process as identified in Section 23.8.

At the conclusion of any school year the District may reassign TOSAs to a position in their area of certification. TOSAs will accrue program seniority for the duration of their assignment.

SECTION 23.10 - JOB SHARE

The terms and conditions of job sharing are outlined in [Appendix M](#).

ARTICLE 24 | RETENTION, LAY-OFF AND RECALL

SECTION 24.1 - DEFINITION

The term "lay-off" as used herein refers to action by the District in non-renewing employees due only to economic reasons; it will not refer to decisions to discharge or non-renew an employee for cause other than for such economic reasons; it will not refer to decisions to discharge or non-renew an employee for cause other than for such economic reasons.

SECTION 24.1.1

Economic reasons necessitating lay-off include the following:

- A. Enrollment decline.
- B. Failure of a special levy or other events resulting in significant reduction in revenue.
- C. Termination or reduction of funding of categorical projects.
- D. Lack of enrollment in subject area.

SECTION 24.1.2

In the event that the District anticipates a need to lay off employees for the forthcoming fiscal year, the District will notify the Association at least by April 15 and will provide to the Association, upon request, all available reports on the financial affairs of the District.

SECTION 24.2 - CERTIFICATED AND STAFF REDUCTION

In the event that it is necessary to reduce the number of employees for economic reasons, those employees who will be retained to implement the District's modified program and those employees who will be laid off will be identified by using the following criteria and the procedures outlined in [Appendix N](#).

ARTICLE 25 | NON-CONTINUING CONTRACT EMPLOYEES

SECTION 25.1

Non-continuing contract employees are those hired by the District to fill vacancies created by leaves or job-sharing situations for all or part of a school year.

SECTION 25.2

Non-continuing contract employees will accrue seniority and retirement credit and will receive the same benefits as other members of the bargaining unit.

SECTION 25.3

As vacancies occur, non-continuing contract employees will be considered as candidates for those vacancies providing, they file a written statement of such desire with the Human Resources Office, and they meet the minimum District and state educational requirements for the vacancy. An interview will occur if the employee, the principal, and appropriate Director all mutually agree that one is necessary

SECTION 25.4

Non-continuing contract employees will not be required to reapply for a vacancy in the same manner as a new job applicant.

SECTION 25.5

Non continuing contract employees shall be subject to all provisions of state law.

SECTION 26.1 – INTRODUCTION

The evaluation procedures set forth herein shall be to improve the educational program by improving the quality of instruction and learning for students. The evaluation process shall recognize strengths, identify areas needing improvement, and provide support for professional growth. The evaluation system will encourage respect in the evaluation process by the persons conducting the evaluations and the persons subject to the evaluation by recognizing the importance of objective standards and minimizing subjectivity.

SECTION 26.1.1

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/educators and to acknowledge, recognize, and encourage superior 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.

SECTION 26.1.2

All teachers will be evaluated using the District’s Professional Growth and Evaluation system (PGE). The PGE system consists of Comprehensive and Focused Strands. Both strands require teachers to set professional growth goals with their evaluator and to collect documentation / evidence demonstrating attainment of identified goal(s).

SECTION 26.1.3

Employee evaluations will be aimed at the improvement of professional practice. All employees will be evaluated during each school year in accordance with the procedures and criteria set forth in this agreement and consistent with law. All new employees will be observed within the first ninety (90) calendar days of the commencement of their employment.

SECTION 26.2 – DEFINITIONS

Criteria: shall mean the eight (8) state-defined categories for teachers to be scored.

Component: shall mean the sub-section of each criterion.

Domain: shall mean the four (4) categories for other educators to be scored.

Evaluator: shall mean a certificated administrator who has been trained in observation, evaluation and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

Evidence: shall mean observed practice, products or results of certificated teachers' or educators' work that demonstrates knowledge and skills of the educator with respect to the four-level rating system. Evidence is to be "naturally harvested" from the teacher's/educator's actual work and performance of their duties and responsibilities and should be a representative sample of typical work.

SUMMATIVE PERFORMANCE RATINGS

(1) **Unsatisfactory:** Professional practice at Level 1 shows evidence of not understanding the concepts underlying individual components of the criteria. This level of practice is ineffective and inefficient and may represent practice that is harmful to student learning progress, professional learning environment, or individual teaching practice. This level requires immediate intervention.

(2) **Basic:** Professional practice at Level 2 shows a developing understanding of the knowledge and skills of the criteria required to practice, but performance is inconsistent over a period of time due to lack of experience, expertise, and/or commitment. This level may be considered minimally competent for teachers/educators early in their careers but insufficient for more experienced teachers/educators. This level requires specific support.

(3) **Proficient:** Professional practice at Level 3 shows evidence of thorough knowledge of all aspects of the profession. This is successful, accomplished, professional, and effective practice. Teaching at this level utilizes a broad repertoire of strategies and activities to support student learning. At this level, teaching is strengthened and expanded through purposeful, collaborative sharing and learning with colleagues as well as ongoing self-reflection and professional improvement.

(4) **Distinguished:** Professional practice at Level 4 is that of a master professional whose practices operate at a qualitatively different level from those of other professional peers. To achieve this rating, a teacher would need to have received a majority of distinguished ratings on the criterion scores. A teacher at this level must show evidence of average to high impact on student growth. Ongoing, reflective teaching and leading is demonstrated through the highest level of expertise and commitment to all students' learning, challenging professional growth, and collaborative practice.

Student Growth shall mean the change in student achievement between two points in time.

Student Growth Data shall mean relevant multiple measures that can include classroom-based, school-based, school district-based, and state-based tools.

Classroom teachers shall mean those staff with an assigned group of students who provide academically focused instruction and grades for students.

Other certificated educators shall mean certificated support personnel including: psychologists, teachers of the visually impaired, occupational therapists (OTs); physical therapists (PTs); speech language pathologists (SLPs); counselors; library media specialists; and instructional specialists including district program specialists for special education, career and technical education (CTE), Safety Net, and ML; technology integration specialists, curriculum and assessment specialists, and consulting teachers.

SECTION 26.3 – STATE CRITERIA AND FRAMEWORK

- A. The state teacher evaluation criteria are:
1. Centering instruction on high expectations for student achievement;
 2. Demonstrating effective teaching practices;
 3. Recognizing individual student learning needs and developing strategies to address those needs;

4. Providing clear and intentional focus on subject matter content and curriculum;
 5. Fostering and managing a safe, positive learning environment;
 6. Using multiple data elements to modify instruction and improve student learning;
 7. Communicating and collaborating with parents and the school community; and,
 8. Exhibiting collaborative and collegial practices focused on improving instructional practices and student learning.
- B. The district evaluation domains for other certificated educators are:
1. Planning and preparation
 2. The environment
 3. Delivery of service
 4. Professional responsibilities
- C. Instructional Framework

The Association and District have agreed to the adopted evidence-based instructional framework developed by Charlotte Danielson and approved by OSPI. The Association and District have also agreed to Charlotte Danielson's frameworks for specialists for use with other certificated educators.

SECTION 26.4 – EVALUATION RESPONSIBILITY

SECTION 26.4.1

Within each school or department, the principal or unit administrator will be responsible for the evaluation of employees assigned to that school or department. An employee assigned to more than one (1) school or department will be observed for the purpose of evaluation by the principal or unit administrator of each school or department. For such employees, the designated administrator will prepare evaluation reports based upon the observations and other evidence gathered by the building principals or unit administrators.

SECTION 26.4.2

Any principal or other supervisor may designate other certificated staff members to assist in the observation and evaluation process, provided that such staff members are not members of the bargaining unit represented by the Association (see exception below).

SECTION 26.5 – ADMINISTRATIVE INTERNS EVALUATION BARGAINING UNIT MEMBERS

The Lake Washington School District provides opportunities for administrative interns to practice and develop their administrative skills through assignments as interns. The District and the Association recognize the need for such opportunities and wish to cooperate wherever possible in their implementation. Evaluation of certificated staff is a major function of administrators, and the District and Association agree that opportunities for interns to develop their evaluation skills should be provided where possible. Therefore, the District and the Association agree that administrative interns, as part of an accredited intern program, may evaluate bargaining unit members subject to the following conditions:

- A. Bargaining unit members may be evaluated by administrative interns on a voluntary basis and may opt to return to being evaluated by the building principal or other building administrator at any time.
- B. Administrative interns will evaluate bargaining unit members under the direct supervision of the building principal or other building administrator.
- C. Should it be determined that a bargaining unit member's performance is in need of improvement or is unsatisfactory, the administrative intern will immediately turn over to the building principal or other building administrator all responsibilities for evaluating such bargaining unit member.
- D. The building principal or other building administrator will be responsible for signing the summary evaluation.
- E. The administrative intern must have had training in supervision and must have received the appropriate training before working with the evaluation system.
- F. The bargaining unit members being evaluated by the intern must have received an overall proficient evaluation at the end of the previous year in the district.

SECTION 26.6 – PROFESSIONAL GROWTH AND EVALUATION TRAINING

SECTION 26.6.1

Prior to being evaluated under [Article 26](#), the District shall provide professional development relevant to the adopted instructional framework and evaluation process. Each teacher/educator shall receive adequate professional development to comprehend the framework and understand the evaluation process.

SECTION 26.6.2

Annually, no later than September 15, a group meeting will be held between each school principal and certificated staff. The purpose of the meeting will be to review and discuss the evaluation process including the evaluation criteria, the process used in collection of data, and the purpose of evaluation. Any employees who are absent from the meeting will attend a make-up session with the supervisor/principal.

SECTION 26.6.3

Employees will not be observed for the purpose of evaluation until they have attended such a meeting or had the same material explained.

SECTION 26.6.4

No teacher/educator shall be evaluated by an evaluator who has not been trained in observation, evaluation, and the use of the specific instructional framework and rubrics contained in this agreement and any relevant state or federal requirements.

SECTION 26.7 – OVERVIEW AND PROCESS

SECTION 26.7.1

All employees will be evaluated during each school year in accordance with the procedures and criteria set forth in this agreement and consistent with law. All new employees will be observed within the first ninety (90) calendar days of the commencement of their employment. All teachers/educators will be evaluated using the District's Professional Growth and Evaluation (PGE) system. The PGE system consists of two (2) strands, Comprehensive and Focused. The teacher/educator will be notified in advance as to his/her evaluator and whether the teacher/educator will be evaluated using a comprehensive or focused evaluation. Both evaluation strands require teachers/educators to:

- A. Complete the district-determined annual self-assessment prior to meeting with the evaluator but no later than September 30. Teachers/educators may choose whether to share the self-assessment form with their evaluator.
- B. Meet individually with their evaluator prior to November 1:
 - a. To discuss the teacher's/educator's strengths and areas of professional growth related to applicable criteria/domains.
 - b. To discuss and define documentation/evidence which demonstrate attainment of identified goals(s); and,
 - c. For teachers, to establish goals for student growth.
- C. Create a collaborative PGE Support Team prior to November 1 to assist them in attainment of their identified goals and meet four (4) times with them throughout the year. When possible, the PGE Support Team should be the same as the teacher's PCC team as identified in [Appendix Q](#).
- D. Meet individually with their evaluator prior to June 1 to review documentation/evidence related to the performance level(s) on applicable criteria/domains and, for teachers, goals for student growth, which determines the final summative score.

SECTION 26.7.2 – RECORD-KEEPING

- A. Final summative evaluations will be delivered to the teacher/educator by June 1.
- B. The teacher/educator will sign the Final Summative Evaluation Report to indicate receipt. Each teacher/educator shall also sign the observation and evaluation forms to indicate receipt. The signature of the teacher does not necessarily imply that the teacher/educator agrees with its contents.
- C. A copy of the final summative evaluation and the teacher's/educator's written comments, if applicable, shall be included in the teacher's/educator's personnel file.
- D. Any release of evaluation data will be in accordance with established law.

SECTION 26.8 – EVIDENCE

SECTION 26.8.1

Evidence means observed products or results of a teacher's work that demonstrates knowledge and skills of the teacher with respect to the four-level rating system. Evidence is gathered through formal observations, informal observations, teacher-provided artifacts, and other means.

SECTION 26.8.2 – INFORMAL OBSERVATIONS

- A. An informal observation is an observation that is not required to be pre-scheduled.

- B. An evaluator may conduct any number of informal observations.
- C. Observations do not have to be in the classroom. For example, department or collegial meetings may be used for informal observations.
- D. Informal observations may serve as an opportunity for formative feedback. If there are concerns regarding the teacher's/educator's level of performance based upon informal observations, the evaluator will document the concern and schedule a time to discuss with the employee.

SECTION 26.8.3 – FORMAL OBSERVATIONS

A. Pre-Observation Conference

The pre-observation conference shall be held prior to each formal observation. The teacher/educator and evaluator will mutually establish the date of the observation and determine the date for the pre-observation conference. The purpose of the pre-observation conference is to review the teacher's/educator's written lesson plan, its content, objectives, and the instructional strategies to be observed.

B. Formal Observations

The total annual observation time cannot be less than sixty (60) minutes. Any formal observation shall not be less than thirty (30) minutes in length.

1. New employees must be formally observed at least once for a minimum of thirty (30) minutes during the first ninety (90) calendar days of employment, and at least one other time during the school year for a total of not less than sixty (60) minutes of observations over the course of the school year.
2. Employees in their third year of provisional status must be observed at least three (3) times in the performance of their assigned duties for a minimum total observation time of ninety (90) minutes.

C. Post-Observation Conference

1. Within five (5) working days of a formal observation the evaluator will hold a reflective post-observation conference with the employee. The purpose of the post-observation conference is to review the evaluators and teacher's/educator's evidence related to the scoring criteria/domains during the observation, and to discuss the teacher's/educator's overall performance and progress to date in all criteria/domains.
2. Following each post-observation conference, the evaluator will fill out the formal observation report. The employee will be provided with a copy within three (3) working days following the post-conference. For teachers, this report will reflect progress on all eight (8) criteria as discussed during the post-observation conference. For other certificated educators, this report will reflect progress on all four (4) domains as discussed during the post-observation conference. If there is an area of concern, the evaluator will identify specific concerns for the applicable criteria/domains and provide, in writing, possible solutions to remedy the concern. If the evaluator finds the employee to be unsatisfactory in any criterion/domain or component, the employee shall be placed on a structured support plan. The evaluator will state in writing the specific areas of performance needing improvement and the assistance that will be provided.

3. The evaluator will document all formal observations using the negotiated form. The employee will be requested to sign the District's copy of the formal observation report. The signature of the employee does not necessarily imply that the employee agrees with the contents of the report. The employee may attach a written statement to the formal observation report.

SECTION 26.8.4 – OTHER TYPES OF EVIDENCE

For teachers - Evidence of student growth

Evidence of teacher's performance level in the eight (8) criteria and other certificated educator's performance level in the four (4) domains may also include the following:

- A. Student work
- B. Lesson plans, unit plans
- C. Reading logs, workshop participation, committee participation, academic records, portfolios, college transcripts, conference notes, professional writings, video, action research, parent comments, surveys, data
- D. Evidence gathered as part of other certification requirements or educational pursuits may be used as evidence as applicable.

SECTION 26.9 – STUDENT GROWTH GOALS

SECTION 26.9.1 – TEACHERS ON A COMPREHENSIVE EVALUATION CYCLE

The teacher shall determine a student growth goal for Criterion 3: Components SG-3.1; Criterion 6: Component SG-6.1; and Criterion 8: Component SG-8.1. The goal for SG 3-3.1 and SG-8.1 or SG-6.1 and SG-8.1 may be the same goal. Student growth data must be a substantial factor utilizing the OSPI-approved student growth rubrics.

SECTION 26.9.2 – TEACHERS ON A FOCUS EVALUATION CYCLE

For teachers - Evidence of student growth: The teacher shall determine a student growth goal for Criterion 8: Component SG-8.1. Student growth data must be a substantial factor utilizing the OSPI-approved student growth rubrics.

SECTION 26.10 – COMPREHENSIVE EVALUATION

SECTION 26.10.1

All teachers/educators in their first four (4) years of employment with the district and/or on a provisional contract will be on the Comprehensive Evaluation strand, and are expected to perform, at a minimum, at the basic level in all criteria/domains and components. The proficient level must be reached in all criteria/domains and components by the end of the third year of teaching.

SECTION 26.10.2

For teachers, the evaluation is an evidence-based determination of the teachers' performance level using the instructional framework rubrics and the OSPI-approved student growth rubrics. More than one (1) measure of student growth data must be used in scoring the student growth rubrics. All criteria must contribute to the overall summative evaluation.

SECTION 26.10.3

For other certificated educators, the evaluation is an evidence-based determination of the educators' performance level using the designated specialist framework rubrics. All domains must contribute to the overall summative evaluation.

SECTION 26.10.4

Employees on a continuing contract evaluated as unsatisfactory in any criteria/domains or component at any time shall be placed on a structured support plan.

SECTION 26.10.5

Employees on a continuing contract (excluding teachers on a provisional contract), after their third year of teaching, evaluated as basic in any criteria/domains or component at any time shall be placed on a structured support plan.

SECTION 26.11 – SCORING FOR COMPREHENSIVE SUMMATIVE EVALUATION

SECTION 26.11.1 – INSTRUCTIONAL FRAMEWORK

The District and the Association have agreed to the adopted research-based instructional framework developed by Charlotte Danielson and approved by OSPI. The Association and District have also agreed to Charlotte Danielson's frameworks for specialists for use with other certificated educators.

SECTION 26.11.2 – COMPONENT SCORING – TEACHERS

There are multiple components within each of the eight (8) criteria. The evaluator will use the descriptors for each component to determine the performance level rating as defined in the adopted instructional framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

SECTION 26.11.3 – CRITERION SCORING – TEACHERS

The rating on each component contributes to the related criterion score.

- A. Each component rating will be assigned the following numeric values:

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

- B. The criterion score is determined by averaging the components associated with the criterion, rounded to reach a final score. When a final criterion score includes a fractional number (e.g., 2.3), all fractional scores below .5 will be rounded down and all fractional scores .5 or above will be rounded up. However, if any component is rated as Basic, the overall criterion shall be scored as a 2. If any component is rated as Unsatisfactory, the overall criterion shall be scored as a 1.

SECTION 26.11.4 – SUMMATIVE CRITERIA SCORE – TEACHERS

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

8 -14	Unsatisfactory (Level 1)
15-21	Basic (Level 2)
22-28	Proficient (Level 3)
29-32	Distinguished (Level 4)

SECTION 26.11.5 - STUDENT GROWTH IMPACT RATING – TEACHERS

Upon completion of the summative criteria scoring process, the evaluator will combine only the student growth rubric scores that are embedded in the instructional framework. These five (5) components are SG 3.1, SG 3.2, SG 6.1, SG 6.2, and SG 8.1. The raw score is the sum of these components, which determines the student growth impact rating as follows:

5-12—	Low
13-17—	Average
18-20—	High

An unsatisfactory rating on any SG component shall result in a student growth inquiry.

SECTION 26.11.6 - FINAL SUMMATIVE SCORE – TEACHERS

The Final Summative Score will be the same as the Summative Criteria Score, with the following exceptions:

- A. If a teacher receives a 4 (Distinguished) summative score and “Low” student growth impact rating, they receive a final summative score of Proficient.
- B. If a teacher receives a 1 (Unsatisfactory) summative score and high student growth impact rating, the teacher’s evaluation will be reviewed by the evaluator’s supervisor.

SECTION 26.11.7 - COMPONENT SCORING – OTHER CERTIFICATED EDUCATORS

There are multiple components within each of the four (4) domains. The evaluator will use the descriptors for each component to determine the performance level rating as defined in the adopted specialist framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

SECTION 11.8 – DOMAIN SCORING – OTHER CERTIFICATED EDUCATORS

The rating on each component contributes to the related domain score.

- A. Each component rating will be assigned the following numeric values:
 - Unsatisfactory – 1
 - Basic – 2
 - Proficient – 3
 - Distinguished – 4

- B. The domain score is determined by averaging the components associated with the domain, rounded to reach a final score. When a final domain score includes a fractional number (e.g., 2.3), all fractional scores below .5 will be rounded down and all fractional scores .5 or above will be rounded up. However, if any component is rated as Basic, the overall domain shall be scored as a 2. If any component is rated as Unsatisfactory, the overall domain shall be scored as a 1.

SECTION 11.9 - SUMMATIVE DOMAIN SCORE – OTHER CERTIFICATED EDUCATORS

Certificated educators shall receive a summative domain score for each of the four (4) evaluation domain. The overall summative score is determined by totaling the four (4) domain-level scores as follows:

4-7	Unsatisfactory	(Level 1)
8-10	Basic	(Level 2)
11-14	Proficient	(Level 3)
15 -16	Distinguished	(Level 4)

SECTION 26.12 – FOCUSED EVALUATION

SECTION 26.12.1

The focused evaluation is meant for proficient and distinguished teachers/educators and its purpose is formative to support professional growth. A Focused teacher/educator is required to complete all aspects of the PGE process. All aspects of the PGE process will be scored in accordance with the negotiated agreement. The final summative score will be generated based on [Section 26.12.6.2](#).

SECTION 26.12.2

Non-provisional, continuing contract teachers in year 5 of employment or beyond, whose performance level is proficient or higher in all components and all criteria/domain, will be on the Focused Evaluation strand, and Non-provisional, continuing contract educators in year 5 of employment or beyond, whose performance level is proficient or higher in all four (4) criteria/domain, will be on the Focused Evaluation strand. For teachers, the Focused Evaluation will include evaluation of Criterion 8 of the state criteria. For other certificated educators, the Focused Evaluation will include evaluation of Domain 4 of the district domains. Every fourth (4th) year teachers/educators on the Focused Evaluation strand will be evaluated using the Comprehensive Evaluation process.

SECTION 26.12.3

To continue on the Focused Evaluation strand, teachers/educators are expected to perform, at a minimum, at the proficient level in all criteria/domains and components. For teachers, the evaluation is an evidence-based determination of the teachers' performance level using the instructional framework rubrics and the superintendent of public instruction approved student growth rubrics. More than one (1) measure of student growth data must be used in scoring the student growth rubrics. For other certificated educators, the evaluation is an evidence-based determination of the educators' performance level using the designated specialist framework rubrics.

SECTION 26.12.4

If an evaluator is concerned that an employee on the Focused Evaluation strand is not meeting minimum evaluation criteria/domains, the evaluator and employee will schedule a conference to share the concerns with the teacher/educator in writing using the LWSD Focused teacher feedback form. In order to support the teacher's improved practice, a structured support plan will be developed and implemented specific to the concerns identified during the feedback conference and documented on the LWSD Focused teacher feedback form. If the concern is identified and shared before December 15, the teacher/educator shall also be placed on the Comprehensive Evaluation strand.

SECTION 26.12.5

If, at the conclusion of the structured support plan, the Focused teacher/educator is deemed to be Proficient or better in all criteria/domains and components, the teacher/educator will remain on the Focused Evaluation strand. In the event an evaluator notified a Focus teacher/educator of concerns at the end of the formal evaluation cycle the teacher/educator will be placed on the Comprehensive Evaluation strand and the structured support plan for the teacher/educator will be continued. In the event the evaluator documents concern at or after the summative evaluation conference, the Focused teacher/educator will be placed on the Comprehensive strand and a structured support plan will be developed and implemented at the beginning of the next school year.

SECTION 26.12.6 – SCORING FOR FOCUSED EVALUATION

SECTION 26.12.6.1 – INSTRUCTIONAL FRAMEWORK

The District and the Association have agreed to the adopted research-based instructional framework developed by Charlotte Danielson and approved by OSPI. The Association and District have also agreed to Charlotte Danielson's frameworks for specialists for use with other certificated educators.

SECTION 26.12.6.2 – COMPONENT SCORING – TEACHERS

There are four (4) components within Criterion 8. The evaluator will use the descriptors for each component to determine the performance level rating as defined in the adopted instructional framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

A summative score is assigned using the summative score from the most recent comprehensive evaluation. This score becomes the focused summative evaluation score for any of the subsequent years following the comprehensive summative evaluation in which the certificated classroom teacher is placed on a Focused evaluation. Should a teacher provide evidence of exemplary practice on the chosen focused criterion, a level 4 (Distinguished) score may be awarded by the evaluator if the previous summative evaluation score was rated proficient.

SECTION 26.12.6.3 – STUDENT GROWTH – TEACHERS

An unsatisfactory rating on component SG 8.1 shall result in a student growth inquiry.

SECTION 26.12.7 – COMPONENT SCORING – OTHER CERTIFICATED EDUCATORS

There are six (6) components within Domain 4. The evaluator will use the descriptors for each component to determine the performance level rating as defined in the adopted specialist framework. The ratings are identified as Unsatisfactory, Basic, Proficient, or Distinguished.

SECTION 26.13 – STUDENT GROWTH INQUIRY - TEACHERS

SECTION 26.13.1

Within two (2) months of receiving the low student growth score or at the beginning of the following school year, one (1) or more of the following must be initiated by the evaluator:

- A. Examine student growth data in conjunction with other evidence including observation, artifacts and other student and teacher information based on appropriate classroom, school, District, and state-based tools and practices;
- B. Examine extenuating circumstances which may include one (1) or more of the following: goal setting process; content and expectations; student attendance; extent to which standards, curriculum and assessment are aligned;
- C. Schedule monthly conferences focused on improving student growth to include one (1) or more of the following topics: Student growth goal revisions, refinement, and progress; best practices related to instruction areas in need of attention; best practices related to student growth data collection and interpretation;
- D. Create and implement a professional development plan to address student growth areas.

SECTION 26.14 – STRUCTURED SUPPORT PLAN

A structured support plan will be developed and implemented when any teacher/educator receives a score of unsatisfactory or a teacher/educator with more than three (3) years of experience receives a score of basic on any component. Additional support shall be granted to the employee to support their professional development. Support shall include the development of a plan that outlines the area(s) of deficiencies, additional supports, expectations, and strategies for improvement.

Teachers/Educators receiving structured support will receive consultation and support from an LWSD Professional Learning Specialist. The teacher will be expected to meet with the Professional Learning Specialist to review the structured support plan. The teacher/educator receiving structured support will have the option to continue receiving consultation and support for the implementation of the goals and expectations of the plan.

Teachers/educators who successfully improve their summative scores to proficient or higher will be removed from the structured support plan and returned to the regular evaluation cycle.

SECTION 26.15 – PROBATION

The Superintendent or designee shall administer the probationary process in accordance with the law.

SECTION 26.16 – NON-RENEWAL (DISCHARGE)

SECTION 26.16.1

Lack of necessary improvement during the established probationary period, as specifically documented in writing with notification to the probationer constitutes grounds for a finding of probable cause for non-renewal.

SECTION 26.16.2

Probationary and Provisional Teachers who will not be renewed will be notified by May 15 or in accordance with the law.

SECTION 26.16.3

When a continuing contract teacher with five (5) or more years of experience receives a comprehensive summative evaluation rating of 1 – Unsatisfactory for two (2) consecutive years or for two (2) years within a consecutive three (3) year period, the District shall, within ten (10) days of the completion of the Final Evaluation Conference or May 15, whichever occurs first, implement the teacher notification of non-renewal (discharge) as provided in [RCW.28A.405.300](#).

SECTION 26.16.4

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

SECTION 26.17 – APPEAL BY EMPLOYEE

Any employee, receiving notice of probable cause for non-renewal, as provided by this Article, may only request a hearing pursuant to state law. If the parties fail to mutually agree on a hearing officer, such officer will be selected in accordance with state statute. The decision of the Board or the hearing officer, as the case may be, will be final, subject to appeal according to law.

- A. All monitoring or observation of the performance of an employee will be conducted openly.
- B. In the event an employee files a grievance relative to implementation of any section of this Article, the District will not be prevented from proceeding with such implementation pending resolution of the grievance.

ARTICLE 27 | CONFLICT RESOLUTION AND GRIEVANCES PROCEDURE

SECTION 27.1 – DEFINITIONS

Conflict: a misunderstanding, disagreement, or discord in the work environment.

Conflict Resolution: involves the affected parties interacting respectfully, collaboratively, and productively to resolve conflict.

Grievance: a claim by a grievant that there has been a violation, misinterpretation, or misapplication of any Article or Section of this Agreement and may be processed as hereinafter provided.

Grievant: may be an employee, group of employees, or the Association.

SECTION 27.2 – INDIVIDUAL CONCERNS

When a conflict occurs in a building, the employee shall first attempt to resolve the concern with his/her principal or supervisor before involving Association representation with Labor Management. The employee is encouraged to bring his/her LWEA building representative to said meeting. The principal or supervisor will have the opportunity to resolve the concern or complaint at the site level prior to involving Labor Management. Such discussion will attempt to resolve the issue without it being considered part of the formal grievance procedure. No adjustment of the complaint will be inconsistent with the terms of the Agreement.

SECTION 27.3 – LABOR MANAGEMENT MEETINGS

The Association and District agree to meet weekly to discuss issues and attempt to resolve concerns that affect members of the bargaining unit. Either party may bring issues/topics to the meetings. Any meeting may be cancelled by mutual agreement.

SECTION 27.4 - STEP 1: ORAL DISCUSSION-INFORMAL PROCEDURE

In the event that a grievant believes there is a basis for a grievance, the grievant shall first discuss the issue with his/her building principal or other appropriate supervisor either individually or accompanied by an Association representative. If the grievance is not thus resolved, the employee may seek to resolve the issue with the person involved with assistance of a mediator if needed. The mediator will be selected from a mutually agreed upon list. If the grievance is not thus resolved, formal grievance procedures may be instituted. However, the exhaustion of the informal procedure is not a condition precedent in invoking the formal grievance procedure.

SECTION 27.5 - STEP 2: FORMAL PROCEDURE-WRITTEN NOTIFICATION

The grievant may invoke the formal grievance procedure through the Association. The grievance will be reduced to writing and will contain at least the following:

- A. Statement of the grievance.
- B. Reference to the Article and/or Section of the Agreement that is claimed to have been violated, misinterpreted, or misapplied.
- C. Remedy sought.

A copy of the grievance form will be delivered to the principal or appropriate supervisor. If the grievance involves more than one (1) school building or directly involves an administrator other than the grievant's immediate supervisor, it will be filed with the Human Resources Department for proper routing. A grievance must be filed within thirty (30) school days of the occurrence of which the grievant complains or within thirty (30) school days from when the grievant should reasonably have had knowledge of such occurrence, whichever is later. Grievances not submitted within the thirty (30) school days will be considered invalid. Within ten (10) school days of receipt of the written grievance, the principal or appropriate supervisor will meet with the grievant and the Association in an effort to resolve the grievance. The administrator will indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and will furnish a copy thereof to the grievant and the Association.

SECTION 27.6 - STEP 3: NEXT LINE ADMINISTRATOR

If the grievant or Association is not satisfied with the disposition of the grievance at Step 2, the grievance will be submitted within ten (10) school days of the meeting as outlined in Step 2 to the next appropriate line

administrator. The parties will have ten (10) school days from receipt of the written grievance to meet and attempt to resolve the grievance. The administrator will indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and will furnish a copy thereof to the grievant and the Association.

SECTION 27.7 - STEP 4: FORMAL PROCEDURE – APPEAL TO SUPERINTENDENT

If the grievant or the Association is not satisfied with the disposition of the grievance at Step 3, the grievance may be transmitted to the Superintendent. Such transmittal will take place within fifteen (15) school days of the meeting at Step 3. Within ten (10) school days, the Superintendent or his/her designee will meet with the grievant and the Association on the grievance and will indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and will furnish a copy thereof to the grievant and the Association.

SECTION 27.8 - STEP 5: ARBITRATION

If no settlement has been reached at Step 4, the grievance, at the option of the Association, may be submitted to binding arbitration.

The Association will give the Superintendent written notice of intention to arbitrate within twenty (20) school days of the meeting as outlined in Step 4. If the parties cannot agree as to the arbitrator within ten (10) school calendar days from the notification date that arbitration will be pursued, the arbitrator will be selected in accordance with the American Arbitration Association rules, which rules will likewise govern the arbitration proceeding. The District and the Association will not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The decision of the arbitration will be final and binding upon both parties.

SECTION 27.9 - ARBITRATION COSTS

Each party will bear its own costs of arbitration, except that the Association and the District will share the fees and charges of the arbitrator equally.

SECTION 27.10 - JURISDICTION OF THE ARBITRATOR

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator will decide all substantive and procedural arbitrability issues. Upon request of either party, the merits of a grievance and the substantive and procedural arbitrability issues arising in connection with that grievance will be consolidated for hearing before an arbitrator; provided, the arbitrator will not resolve the question of arbitrability of a grievance prior to having heard the merits of the grievance.

SECTION 27.10.1

The award of the arbitrator may be entered in any court of competent jurisdiction by either party. If a motion to vacate the arbitrator's award is entered in a court of competent jurisdiction, and the initiating party does not prevail in the litigation, such party will bear the full costs of such action including, but not limited to, the adverse party's court costs, legal fees and other related expenses incurred as a result of defending such action. The court will determine such court costs, legal fees, and related expenses.

SECTION 27.11 - TIME LIMITS

The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties will use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the grievant to proceed with his/her grievance within the times herein before provided will result in the dismissal of the grievance. Failure of the District to take the required action within the times provided will entitle the grievant or Association, as the case may be, to proceed to the next step on the grievance procedure.

SECTION 27.12 - GRIEVANCE AND ARBITRATION HEARINGS

The time limits provided in this Article will be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties will use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Failure of the grievant to proceed with his/her grievance within the times herein before provided will result in the dismissal of the grievance. Failure of the District to take the required action within the times provided will entitle the grievant or Association, as the case may be, to proceed to the next step on the grievance procedure.

SECTION 27.13 - DISPOSITION

In arriving at any disposition or settlement, neither party will have the authority to alter this Agreement.

SECTION 27.14 - CONTINUITY OF GRIEVANCE

Notwithstanding the expiration of this Agreement, any grievance arising hereunder may be processed through the grievance procedure until resolution.

SECTION 27.15 - EXCLUSIONS

Appeal of non-renewal due to implementation of the Retention, Lay-off and Recall provisions of the Agreement is excluded from the grievance procedure.

SECTION 27.16

Individuals facing discharge shall elect either the statutory or grievance process.

ARTICLE 28 | BARGAINING UNIT WORK

SECTION 28.1

The District will not assign bargaining unit work to non-bargaining unit employees, provided however, that the District may hire short-term unrepresented substitutes to replace absent bargaining unit members.

ARTICLE 29 | STUDENT TEACHERS AND INTERNS

SECTION 29.1

The employees subject to this Agreement are encouraged to voluntarily participate in student teacher/intern training.

SECTION 29.2

The participating employee will receive all honorariums as provided by the participating colleges and/or universities.

ARTICLE 30 | ATTENDANCE INCENTIVE PROGRAM

SECTION 30.1

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 will 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 month.

At the time of separation from school district employment due to retirement or death an eligible employee or the employee's estate will receive remuneration at a 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.

SECTION 30.2

The provisions of this section will be administered in accordance with state law and applicable state rules and regulations. Should the legislature revoke any benefits granted under this section, no affected employee will be entitled thereafter to receive such benefits as a matter of contractual right.

ARTICLE 31 | NO STRIKE – NO LOCK OUT

SECTION 31.1

During the term of this Agreement, the Association, its members, its officers, or agents, acting individually or in concert with others, regardless of whether an unfair labor practice is alleged, will not engage in any strike, slowdown, or work stoppage against the District, and the District will not lock out any employee covered by this Agreement. The Association shall not be precluded from participating in a Washington Education Association related statewide action.

ARTICLE 32 | DURATION OF AGREEMENT AND REOPENING

SECTION 32.1 - DURATION

This Agreement is a collective bargaining agreement which becomes effective August 11, 2021, and which will continue in full force and effect until August 10, 2023.

LAKE WASHINGTON EDUCATION ASSOCIATION
EXECUTIVE COMMITTEE

LAKE WASHINGTON SCHOOL DISTRICT NO. 414
BOARD OF DIRECTORS

3/1/2022
Date

3/1/2022
Date

BY Howard Mawhinney
Howard Mawhinney, President

BY Eric Laliberte
Eric Laliberte, President

BY Dr. Jon Holmen
Dr. Jon Holmen, LWSD Superintendent

APPENDIX INDEX

APPENDIX A1 – SALARY SCHEDULE

Lake Washington School District
LWEA Compensation Schedule
2021-22

STEP	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
BA																	
Base Salary (180 days)	53,219	54,266	55,332	56,425	57,537	58,670	58,670	58,670	58,670	58,670	58,670	58,670	58,670	58,670	58,670	58,670	58,670
LEAP Days (8 days)	2,365	2,412	2,459	2,508	2,557	2,608	2,608	2,608	2,608	2,608	2,608	2,608	2,608	2,608	2,608	2,608	2,608
Responsibility	5,162	5,264	5,367	5,473	5,581	5,691	5,691	5,691	5,691	5,691	5,691	5,691	5,691	5,691	5,691	5,691	5,691
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	64,046	65,242	66,458	67,706	68,975	70,269	70,269	70,269	70,269	70,269	70,269	70,269	70,269	70,269	70,269	70,269	70,269
BA + 45																	
Base Salary (180 days)	55,460	57,017	58,614	60,258	61,947	63,688	65,474	67,312	69,200	71,140	73,135	73,135	73,135	73,135	73,135	73,135	73,135
LEAP Days (8 days)	2,465	2,534	2,605	2,678	2,753	2,831	2,910	2,992	3,076	3,162	3,250	3,250	3,250	3,250	3,250	3,250	3,250
Responsibility	5,380	5,531	5,686	5,845	6,009	6,178	6,351	6,529	6,712	6,901	7,094	7,094	7,094	7,094	7,094	7,094	7,094
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	66,605	68,382	70,205	72,081	74,009	75,997	78,035	80,133	82,288	84,503	86,779						
MA / BA+90																	
Base Salary (180 days)	60,258	62,014	63,820	65,678	67,587	69,552	71,578	73,661	75,805	78,010	80,281	82,618	85,022	87,498	90,045	92,663	95,358
LEAP Days (8 days)	2,678	2,756	2,836	2,919	3,004	3,091	3,181	3,274	3,369	3,467	3,568	3,672	3,779	3,889	4,002	4,118	4,238
Responsibility	5,845	6,015	6,191	6,371	6,556	6,743	6,943	7,145	7,353	7,567	7,787	8,014	8,247	8,487	8,734	8,988	9,250
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,500	2,500	2,500	2,500	2,500	2,500	5,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	72,081	74,085	76,147	78,268	80,447	82,690	85,002	87,380	89,827	92,344	95,436	98,104	100,848	103,674	106,581	109,569	115,146
MA+45 / BA+135*																	
Base Salary (180 days)	65,474	67,327	69,231	71,191	73,207	75,279	77,407	79,597	81,848	84,165	86,549	88,998	91,515	94,102	96,767	99,508	102,325
LEAP Days (8 days)	2,910	2,992	3,077	3,164	3,254	3,346	3,440	3,538	3,638	3,741	3,847	3,955	4,067	4,182	4,301	4,423	4,548
Responsibility	6,351	6,531	6,715	6,906	7,101	7,302	7,508	7,721	7,939	8,164	8,395	8,633	8,877	9,128	9,386	9,652	9,926
Attract and Retain	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,500	2,500	2,500	2,500	2,500	2,500	5,000
Technology	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300
Total	78,035	80,150	82,323	84,561	86,862	89,227	91,655	94,156	96,725	99,370	102,591	105,386	108,259	111,212	114,254	117,383	123,099

- Placement of teachers on the salary schedule shall be according to their years of experience and education
- For an earned doctorate stipend add (\$5, 104)
- Rates are based on 1.0 FTE
- *It is not possible to achieve this level for a BA+135 as of 9/94

Explanation of Days/Responsibility
 Base Student Days (180): Days in which students are in school.
 LEAP Days (8): Five days are scheduled in the building prior to school opening. Three days are scheduled into the school calendar.
 Responsibility Contract: Defined as professional duties worked outside of the regular workday (Section 9.3).

Additional Compensation:
 Incentive for Attracting and Retaining Teachers: An additional amount will be paid based on above schedules. Prorated based on FTE.
 Technology Skill Application and Integration: An additional \$1,300 stipend will be paid for acquiring, applying and integrating technology skills. This amount is paid regardless of FTE and prorated for late hires/leaves. Payment will be made in November.
 Time Card Hourly Rate: \$50

APPENDIX A2 – RESPONSIBILITY CONTRACT

The employee’s base work day is 7.5 hours, inclusive of instructional time and time to fulfill other professional responsibilities as specified below. In addition, each staff member will receive compensation, in accordance with Appendix A1, in recognition of additional time, responsibilities, and work days which occur outside the base 7.5 work day. Expectations for professional responsibilities, technology responsibilities, and LEAP Days are outlined below:

PROFESSIONAL RESPONSIBILITIES

Professional educators assume roles outside of and in addition to those in the classroom with students, which are critical to preserving and enhancing the profession. The Professional Responsibilities Contract provides additional compensation for these responsibilities that are involved with the role of being a professional educator. This compensation is pro-rated based on employee’s full-time equivalency (FTE). These responsibilities include the following activities associated with the eight (8) state evaluation criteria and the adopted instructional framework.

Criterion	Component	Responsibilities
2: Demonstrating effective teaching practices	Reflecting on Teaching	Participation in self-assessment, self-reflection, goal setting, and related professional growth activities.
6: Using multiple student data elements to modify instruction and improve student learning	Maintaining Accurate Records	Regular preparation and assignment of student grades and maintenance of teacher grade books.
7: Communicating and collaborating with parents and the school community	Communicating with Families	Regular communications with families about students and the instructional program through preparation of student progress updates and report cards, and preparation and participation in open house and curriculum night.
8: Exhibiting collaborative and collegial practices focused on improving instruction practice and student learning	Contributing to the School and District	Preparation for and participation in LEAP, grade level, department, team, and staff meetings; building and/or district committees/meetings; and reasonable attendance at school functions.
	Growing and Developing Professionally	Preparation for and participation in professional development activities such as professional reading, workshops, classes, conferences, seminars, or research projects.
	Showing Professionalism	Preparation for and participation in activities to serve and support students, including Individual Education Program (IEP) meetings, Section 504 meetings, and Student Staffing.

LEARNING ENHANCEMENT/ACADEMIC PLANNING (LEAP) DAYS

Employees are required to work eight (8) LEAP Days. Five (5) days are scheduled prior to school and three (3) days are scheduled in the calendar. These days are pro-rated based on employee’s full-time equivalency (FTE). Employees are also expected to work three and one-half (3.5) hours during the calendar days prior to the beginning of the school year in exchange for being released three and one-half (3.5) hours early on the Wednesday prior to Thanksgiving.

TECHNOLOGY RESPONSIBILITIES: SKILL ACQUISITION AND INTEGRATION

Professional educators are required to use and integrate technology to fully utilize the technology resources provided by the district to accomplish their work instructionally as well as to fulfill their professional responsibilities. This additional compensation is for ongoing training, learning, and implementation of district-required technology. This compensation is not pro-rated based on employee's full-time equivalency (FTE). These responsibilities include the following activities associated with the eight (8) state evaluation criteria and the adopted instructional framework:

Criterion	Component(s)	Responsibilities
1: Centering instruction on high expectations for student achievement	Communicating with students, Establishing a culture for learning, Engaging students in learning	Learning and regular integration of district-adopted and provided classroom technologies to enhance the learning environment for all students.
4: Providing clear and intentional focus on subject matter content and curriculum	Demonstrating knowledge of resources	Learning and regular use of district-adopted and provided electronic curriculum resources.
6: Using multiple student data elements to modify instruction and improve student learning	Maintaining accurate records, Using assessment in instruction	Learning and regular use of district-adopted and provided electronic assessment, grading, data, and record keeping systems.
7: Communicating and collaborating with parents and school community	Communicating with families	Learning and regular use of district-adopted electronic learning management and communication systems.
8: Exhibiting collaborative and collegial practices focused on improving instruction practice and student learning	Growing and developing professionally	Learning and regular use of district-adopted electronic professional growth, evaluation, and professional learning management systems.

APPENDIX A3 – REMEDY SCHEDULE

The following schedules will apply to the payment of remedies, as outlined in Article 13, when used for salary compensation, instructional materials, or other activities as agreed upon by the principal and the teacher.

Payment of the remedies identified in Section 13.1.2 / 13.4.2 / 13.7.2 will be paid based on the following schedule:

	October	December	February	April
Pro-rated %	25%	20%	25%	30%
Amount:				
1-3 additional students	\$1,000	\$ 800	\$1,000	\$1,200
4-6 additional students	\$2,000	\$1,600	\$2,000	\$2,400
7-9 additional students	\$3,000	\$2,400	\$3,000	\$3,600

Payment of the remedies identified in Section 13.3.4 / 13.5.2 / 13.5.3 will be paid based on the following schedule:

	October	December	February	April
Pro-rated %	25%	20%	25%	30%
Amount:				
1-3 additional students	\$200	\$160	\$200	\$240
4-6 additional students	\$400	\$320	\$400	\$480
7-9 additional students	\$600	\$480	\$600	\$720

Payment of the remedies identified in Section 13.1.4.1 / 13.1.5.5 will be paid based on the following schedule:

	October	December	February	April
Pro-rated %	25%	20%	25%	30%
Amount:				
1-3 class sections 5%	\$50	\$40	\$50	\$60
4-6 class sections 15%	\$150	\$120	\$150	\$180
7-10 class sections 25%	\$250	\$200	\$250	\$300
11-14 class sections 35%	\$350	\$280	\$350	\$420
15-18 class sections 45%	\$450	\$360	\$450	\$540

APPENDIX B – COMPREHENSIVE DEPARTMENT CHAIR

SECTION B.1 – GENERAL GUIDELINES

Department Chair positions are subject to the Application and Selection Process described in Section B.2.

- Each department chair position will be evaluated yearly using the Department Chair Feedback and Evaluation Process.
- High School Department Chair Responsibilities, Application and Selection Process, and Feedback and Evaluation Process are posted on the LWSD portal.
- The building will use its building decision making model in deciding each school's department chair structure and distribution of stipends/release-time (determined yearly). (See Section 12.7.)

SECTION B.2 – DEPARTMENT CHAIR APPLICATION AND SELECTION PROCESS

The application and selection process used in each building will meet the interest outlined in the phases below. Length of term or service of Department Chair position is determined at the building level. Rotation of the Department Chair position is determined at the building level. Rotation of the Department Chair positions is recommended to encourage building leadership capacity among department members.

SECTION B.2.1 – PHASE 1

- Communication of Department Chair opening by March 1
- Equal opportunity to apply
- Transparency of process
- Position responsibilities posted on LWSD portal

SECTION B.2.2 - PHASE 2

- Principal clarifies essential functions and expectations
- Individuals communicate interest in position
- Principal surveys department staff regarding Department Chair candidates
- Principal makes final decision

SECTION B.2.3 – PHASE 3

- Selection made and communicated to staff
- Decision made by end of third quarter
- Transition plan in place between outgoing and incoming Department Chairs

APPENDIX C – SUBSTITUTE TEACHERS

SECTION C.1

In order to ensure the continuity and quality of the District's educational programs the District retains the right to determine the employment and retention of substitutes on the District substitute list. This may include limiting the buildings/grade levels available to individual substitutes.

SECTION C.2

Teachers will be provided the opportunity to provide input to the District regarding the effectiveness and/or concerns they have encountered as a result of a substitute having covered their class.

SECTION C.3

Selection and retention of substitute teachers is the sole discretion of the District. Any substitute who, based on information provided to the District on the Substitute Feedback form, is not recommended for consideration of substituting in the future, may be removed from the District substitute list at the sole discretion of the District.

SECTION C.4

The daily rate of pay for Substitute Teachers for 2021 -22 will be \$191.00. This rate shall be adjusted in accordance with Section C.9 below. In addition, daily substitute work performed on a Friday will be compensated at a Friday Super Rate of \$216.00 for a full-day and \$108.00 for a half-day (3 ½ hours).

SECTION C.5

When substitutes work a half day (3 ½ hours) or less they will be paid ½ the substitute rate. When substitutes work more than three and a half (3 ½) hours they will be paid the daily substitute rate. When the regular teacher returns to the classroom prior to the conclusion of the substitute's assigned full or half day, the substitute will remain for their entire assignment (half or full day) and may assist the teacher or perform other work as assigned by the principal.

SECTION C.6

Substitutes who work six (6) to twenty (20) consecutive days in the same assignment shall be paid \$196.00 per day.

SECTION C.7

Teachers who are retired from Lake Washington School District and who are placed on the substitute list shall be paid at \$216.00 per day or \$108.00 for a half (½) day. Retired District teachers who work six (6) to twenty (20) consecutive days in the same assignment shall be paid \$221.00 per day. Retired teachers who perform daily substitute work on a Friday will be compensated at a Friday Super Rate of \$ 244.00 for a full-day and \$122.00 for a half-day (3 ½ hours).

SECTION C.8

Substitutes who work fifty – sixty-nine (50-69) days in one (1) school year will receive a bonus of one thousand (\$1,000) dollars; those who work seventy – ninety-nine (70-99) days will receive one-thousand five hundred (\$1,500) dollars; those who work one hundred (100) or more days will receive two thousand (\$2,000) dollars. A day shall be equal to one (1) full day or two (2) half days. This bonus will be paid at the end of the school year in the July paycheck.

SECTION C.9

Long-term substitute assignments in excess of twenty (20) days will be paid at the contract teacher rate, retroactive to the first day of assignment, except that when, in the judgment of Human Resources, the assignment appears at the onset to be a long-term assignment, the contract teacher rate may be paid from the beginning of the assignment.

SECTION C.10

The rates specified in C.4, C.6, and C.7 above shall be adjusted by the same percentage amount by which the regular teacher salary may be adjusted.

SECTION C.11

If the daily rate for substitute teachers is adjusted during any fiscal year as a result of an adjustment to the regular teacher salary, such adjustment will only apply prospectively from the date of the agreement between the Association and the District. Substitute salary adjustments will not be retroactively applied to days worked prior to such agreement.

SECTION C.12

The above salary is based on a full teacher workday, including planning time (if applicable). Whenever a substitute is required by an administrator to cover a class during his/her scheduled planning time, the substitute will receive additional compensation for this added responsibility. Such compensation will be at the substitute hourly rate of pay.

SECTION C.13

If the District determines the need to delay the start of school, substitute teachers are to report one (1) hour before the newly announced start time.

Substitutes who report to work on a day when school closures are announced late (after 5:30 a.m. for secondary and after 6:30 a.m. for elementary) shall be paid one (1) hour at the substitute rate of pay.

Substitute teachers who have reported to work when a subsequent closure occurs will be paid a minimum of a half (½) day of substitute pay.

SECTION C.14

Represented substitute teachers will earn paid sick leave according to the following:

- A. One (1) prorated day for each twenty (20) consecutive days in the same assignment, i.e., or

B. Seven (7) hours of paid sick leave for each one-hundred-forty (140) hours of substitute service.

Such sick leave may be granted for absences caused by the employee's personal illness when such employee is in an assignment of five (5) or more consecutive days. When absent due to personal illness, the substitute will call the substitute system to cancel themselves out of the job and call the substitute office and state that he or she is ill and will be using sick leave for the absence. Such days will not accumulate from year to year and will not be available until they have been earned.

SECTION C.15

Substitutes will be enrolled in insurance benefits based on eligibility per [Section 22.2.1](#) through [Section 22.2.4](#).

SECTION C.16 – LONG-TERM SUBSTITUTES

The District may fill vacancies with long-term substitutes provided such vacancy shall not exceed eighty-nine (89) school days.

SECTION C.17

Substitutes who perform work under the Professional Learning Certificated Pay Structure will be paid at the rate of \$45 per hour for such work.

SUBSTITUTE TEACHER FEEDBACK FORM

[Certificated Substitute Feedback Form](#)
[Classified Substitute Feedback Form](#)

APPENDIX D – STIPEND SCHEDULE

LWEA STIPEND SCHEDULE 2021-22

Effective: September 1, 2021

POSITION TITLE	POSITION CODE	ELEM	MIDDLE	SENIOR	DISTRICT WIDE
Activities/Athletic Coordinator	Z*AZ		3,233	8,337	
Activities Supervisor	Z*AS		2,409	5,550	
Advisory	Y*AS			2,783	
Band	Z*BD		2,741	5,866	
Choir/Chorus	Z*CH		2,409	4,818	
Class Advisors	Z*FR, Z*SO, Z*JR, Z*SR			2,409	
Curriculum	Y*CU	2,409	2,409	2,409	
Debate	Z*DE			4,514	
Drama	Z*DR			4,514	
Drug & Alcohol Prevention:	Z*DA		2,409	2,409	
Honor Society	Z*HS		2,409		
Journalism	Z*JO			3,809	
Math Olympiad	Z*MO		2,409		
Music (counts as one optional)	Z*MU	2,741			
Modernization Move (prorated by base FTE)	Z*MZ	1,456	1,456	1,456	
Orchestra	Z*OR		2,741	2,741	
Outdoor Education (overnight program)	Z*OE	2,409			
Outdoor Education (field trip program)	Z*ON	1,203			
Program Leads	Y*PL				2,741
Department Chair	Y*DC		2,177	2,725	
Staff Chairperson I	Y*C1		1,819	1,819	
Staff Chairperson II	Y*C2				4,109
Staff Development	Y*SD	2,409	2,409	2,409	
Talent Show/Yearbook	Z*YB		2,409	3,804	

APPENDIX E – CALENDARS

LAKE WASHINGTON SCHOOL DISTRICT | 2021-22 CALENDAR

Lake Washington School District | 2021-22 Calendar 

August 2021

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*				

September 2021

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		

October 2021

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						

November 2021

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				

December 2021

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	

January 2022

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

February 2022

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

March 2022

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

April 2022

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

May 2022

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

June 2022

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

July 2022

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

Important Dates

<p>Aug 25-31 LEAP Days</p> <p>Sept. 1 First Day of School (grades 1-12)</p> <p>Sept. 1-3 Kindergarten Family Connections</p> <p>Sept. 6 No school - Labor Day</p> <p>Sept. 7-9 First Day of School for Kindergarten (Staggered)</p> <p>Sept. 8 1.5 hrs. early release schedule begins</p> <p>Sept. 9 First Day of Preschool</p> <p>Sept. 16 First Day of SNAPS Preschool</p> <p>Oct. 11, 12, 14 Half-Day Elementary Conferences</p> <p>Preschool Conferences (No Preschool Programs)</p> <p>Oct. 15 No school - LEAP Day</p> <p>Nov. 5 Last Day 1st Quarter (Secondary)</p> <p>Nov. 11 No school - Veterans Day</p> <p>Nov. 12 Secondary Grades Due</p> <p>Nov. 24 Half Day</p> <p>Nov. 25-26 No school - Thanksgiving/Vacation</p> <p>Dec. 20-31 Winter Break</p> <p>Jan. 17 No school - MLK Jr. Day</p> <p>Jan. 19 Elementary Grades Due</p> <p>Jan. 25, 27, 28 Half-Day Elementary Conferences</p> <p>Preschool Conferences (No Preschool Programs)</p>	<p>Jan. 28 Last Day 1st Semester (Secondary)</p> <p>Feb. 14 Secondary Grades Due</p> <p>Feb. 17-18 No school - Mid-Winter Break</p> <p>Feb. 21 No school - Presidents Day</p> <p>March 11 No school - LEAP Day</p> <p>April 1 Last Day 3rd Quarter (Secondary)</p> <p>April 4-8 No school - Spring Break</p> <p>April 15 Secondary Grades Due</p> <p>May 18, 19, 20 Preschool Conferences (No Preschool Programs)</p> <p>May 27 No school - LEAP Day</p> <p>May 30 No school - Memorial Day</p> <p>May 31 Snow Make-up Day</p> <p>June 9 Last Day of SNAPS Preschool</p> <p>June 10 Elementary Grades Due</p> <p>June 14 Last Day of Preschool</p> <p>June 17 Half Day - Last Day of School</p> <p>Last Day 2nd Semester (Secondary)</p> <p>Secondary Grades Due</p>	<p>Key</p> <p>■ No School □ Half Day □ First/Last Day</p> <p>* Check Important Dates Section</p> <p>Wednesday schedule: 1.5 hrs. early release for students</p> <p>LEAP=Learning Enhancement Academic Planning</p> <p>Calendar is subject to change. School year may be extended due to inclement weather.</p> <p>Updated 2/7/22</p>
--	--	---

LAKE WASHINGTON SCHOOL DISTRICT | 2022-23 CALENDAR

Lake Washington School District | 2022-23 Calendar TENTATIVE



August 2022

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

September 2022

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

October 2022

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

November 2022

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

December 2022

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

January 2023

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

February 2023

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

March 2023

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

April 2023

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

May 2023

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

June 2023

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

July 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					

Important Dates

Aug. 29-Sept. 2	LEAP Days
Sept. 5	No School - Labor Day
Sept. 6	First Day of School (grades 1-12)
Sept. 6-8	Kindergarten Family Connections
Sept. 9	First Day of School for Kindergarten
Sept. 13	First Day of Preschool
Sept. 14	1.5 hrs. early release schedule begins
Oct. 17-18, 20	Half-Day Elementary Conferences
Oct. 21	No school - LEAP Day
Nov. 8	Last Day 1st Quarter (Secondary)
Nov. 11	No school - Veterans Day
Nov. 15	Secondary Grades Due
Nov. 23	Half Day
Nov. 24-25	No school - Thanksgiving Vacation
Dec. 19-Jan. 2	Winter Break
Jan. 16	No school - MLK Jr. Day
Jan. 18	Elementary Grades Due
Jan. 24, 26-27	Half-Day Elementary Conferences

Jan. 27	Last Day 1st Semester (Secondary)
Feb. 3	Secondary Grades Due
Feb. 16-17	No school - Mid-Winter Break
Feb. 20	No school - Presidents Day
March 10	No school - LEAP Day
April 7	Last Day 3rd Quarter (Secondary)
April 10-14	No school - Spring Break
April 21	Secondary Grades Due
May 26	No school - LEAP Day
May 29	No school - Memorial Day
May 30	Snow Make-up Day
June 14	Elementary Grades Due
June 19	Juntoerth
June 22 or 23	Half-Day - Last Day of School (Last Day is Subject to Change)
	Last Day 2nd Semester (Secondary)
	Secondary Grades Due

Key

No School
 Half Day
 First/Last Day

* Check Important Dates Section

Wednesday schedule:
1.5 hrs. early release for students
LEAP=Learning Enhancement Academic Planning

Calendar is subject to change.
School year may be extended due to inclement weather.

Updated 6/22/21

LAKE WASHINGTON SCHOOL DISTRICT | 2023-24 CALENDAR

Lake Washington School District | 2023-24 Calendar TENTATIVE



August 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*		

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

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				

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		

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
31						

January 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			

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		

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
31						

April 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				

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	

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
30						

July 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			

Important Dates

Aug. 28-Sept. 1	LEAP Days
Sept. 4	No school - Labor Day
Sept. 5	First Day of School (grades 1-12)
Sept. 5-7	Kindergarten Family Connections
Sept. 8	First Day of School for Kindergarten
Sept. 12	First Day of Preschool
Sept. 13	1.5 hrs. early release schedule begins
Oct. 16-17, 19	Half-Day Elementary Conferences
Oct. 20	No school - LEAP Day
Nov. 7	Last Day 1st Quarter (Secondary)
Nov. 10	No school - Veterans Day (Observed)
Nov. 14	Secondary Grades Due
Nov. 22	Half Day
Nov. 23-24	No school - Thanksgiving Vacation
Dec. 18-Jan. 1	Winter Break
Jan. 15	No school - MLK Jr. Day
Jan. 17	Elementary Grades Due
Jan. 23, 25-26	Half-Day Elementary Conferences

Jan. 26	Last Day 1st Semester (Secondary)
Feb. 2	Secondary Grades Due
Feb. 15-16	No school - Mid-Winter Break
Feb. 19	No school - Presidents Day
March 8	No school - LEAP Day
April 5	Last Day 3rd Quarter (Secondary)
April 8-12	No school - Spring Break
April 19	Secondary Grades Due
May 24	No school - LEAP Day
May 27	No school - Memorial Day
May 28	Snow Make-up Day
June 13	Elementary Grades Due
June 19	Juneteenth
June 20 or 21	Half-Day - Last Day of School (Last Day is Subject to Change)
	Last Day 2nd Semester (Secondary)
	Secondary Grades Due

Key

No School
 Half Day
 First/Last Day

* Check Important Dates Section

Wednesday schedule:
1.5 hrs. early release for students
 LEAP=Learning Enhancement Academic Planning

Calendar is subject to change.
School year may be extended due to inclement weather.

Updated 6/11/21

APPENDIX F – TECHNOLOGY INTERGRATION SUPPORT

The District and Association acknowledge a common goal in using technology to enhance and support student learning. The District and Association acknowledge that the fast-paced, ever-changing nature of technology requires continuous adaptation, innovation, and adoption of new technologies. The District and the Association also acknowledge that to achieve this goal, staff members require reliable technology along with timely technical and instructional support.

F.1 Ensuring technology improves productivity, instruction, and student learning:

- A. The District will establish a connection between a given technology solution and its benefits.
- B. The District and the Association agree that the roles and responsibilities related to using technology as instructional and productivity tools are addressed in the Technology Responsibilities: Skills Acquisitions and Integration Contract.
- C. The District will strive for the developmentally appropriate and equitable deployment of student technology tools.

F.2 Providing technology reliability and technical support:

- A. The District will, in consultation with staff, develop and publish clear definitions of roles and responsibilities related to integrating and accessing technology.
- B. The District will seek teacher feedback on technology reliability and technical support through the annual Strategic Plan/Program Survey.
- C. The District will provide staff with an established system for accessing technical and instructional support.

F.3 Providing technology integration professional learning and instructional support:

- A. The District and Association agree that professional learning for technology integration will be aligned with Lake Washington School District Strategic Goals and differentiated, when possible, based on the needs of individual, teams, and buildings.
- B. The District will seek teacher feedback on technology integration professional learning through the Strategic Plan/Program Survey.

APPENDIX G – RUNNING START FUNDS

The Association and the District recognize the work of secondary counselors in regard to counseling students/families who are interested and take part in the Running Start program. This work includes but is not limited to meeting with parents and students to review Running Start requirements, providing students with ongoing support for navigating college coursework, monitoring student progress, checking to ensure that students are meeting graduation and college entry requirements, meeting with students quarterly to sign verification forms, communicating with students and families outside of the school day, and coordinating with local colleges.

The allowable percentage of Running Start funds allocated by the state and retained by the District will be given to each high school building based on the average number of students enrolled in the program each collegiate quarter. Counselors will receive a stipend on a collegiate quarterly basis proportional to the number of Running Start students they are serving that quarter. Ten percent (10%) of funds distributed to buildings for Running Start shall be reserved to provide clerical support within the Counseling Department for the purpose of entering quarterly college grade reports onto the high school transcript and processing Running Start verification forms.

APPENDIX H – NATIONAL CERTIFICATIONS

The District and the Association believe that pursuit of national certifications beyond those required for employment is a valuable professional development experience that has a direct link to increased student performance. The District and the Association also recognize that the process to pursue national certification requires a substantial commitment of time and resources. In order to encourage participation, the District and Association agree to provide support for the following national certifications:

SECTION H.1 – NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS (NBPTS)

SECTION H.1.1

The District will pay the NBPTS fee up front for any first time or renewal candidate when they register for any component of NBPTS certification.

SECTION H.1.2

If the teacher successfully completes NBPTS the first year, the amount of the fee will be deducted from the teacher's state bonus for the first year of certification.

SECTION H.1.3

If the teacher does not successfully complete a component the teacher may retake the sections needed to certify but must do so at his or her own expense.

SECTION H.1.4

Teachers who do not successfully complete NBPTS within the five-year (5) window will be required to reimburse the District one half (1/2) of the NBPTS fee at the end of the window, or upon withdrawal of their candidacy.

SECTION H.1.5

If a teacher severs his/her employment with LWSD prior to receiving NBPTS certification or the state bonus, the teacher will be required to reimburse the District the entire NBPTS fee.

SECTION H.1.6

If the state discontinues the state bonus prior to the teacher receiving it, the teacher will be required to reimburse the District one half (1/2) of the original NBPTS fee.

SECTION H.1.7

Teachers participating in this fee support program will be required to sign a promissory note and participate in the LWSD National Boards Support Program.

SECTION H.1.8

The District will purchase and make available eight (8) video ‘kits’ consisting of a video camera, tripod, and microphones to enable teachers to prepare the required video lesson for the NBPTS program.

SECTION H.1.9

Candidates for renewal will receive one (1) release day to complete Maintenance of Certification. Until that system is in place, renewal candidates will receive three (3) days to complete the renewal process.

SECTION H.1.10

Candidates for NBPTS certification will be provided up to three (3) release days per year to work on their certification. These days will be coordinated through Staff Development.

Candidates for NBTS will be provided one (1) release day when completing one (1) Component, two (2) release days for completing two (2) Components and no more than three (3) release days for completing three (3) to four (4) Components. If teachers retake a Component, they will receive one (1) release day for each Component being retaken. The candidate is held to a maximum of nine (9) release days over the five (5) year certification window. These days will be coordinated through Professional Learning.

**SECTION H.2 - AMERICAN SPEECH LANGUAGE HEARING ASSOCIATION - ASHA
CERTIFICATE OF CLINICAL COMPETENCE (CCC) AND NATIONAL CERTIFICATION OF SCHOOL
PSYCHOLOGIST (NCSP)**

SECTION H.2.1

Provide a mentor for those pursuing national certification in Speech Language Pathology or School Psychology per Sections 13.5.7.1 of the contract.

SECTION H.2.2

Candidates for CCC or NCSP will be provided three (3) days compensation at curriculum rate to work on their certification. The days will be coordinated with their mentor.

SECTION H.2.3

If and when the state recognizes and funds these national certificates, the district will create a loan program consistent with the NBPTS loan provisions.

APPENDIX I – SLP SEVERITY RATION MATRIX

Remedies for Speech and Language Pathologists (SLPs) described in Section 13.5.3.1 will be calculated using the SLP Severity Ratio Matrix.

Students from each SLP's caseload will be assigned to the Severity Matrix based on minutes of speech and language services required on their IEPs, according to the following ratios:

- Less than 30 IEP minutes of service per week 1:70 IEPs
- 30-59 IEP minutes of service per week 1:45 IEPs
- 60-89 IEP minutes of service per week 1:35 IEPs
- 90+ IEP minutes of service per week 1:20 IEPs

The overall SLP district-wide staffing level will remain at 45:1 IEPs for the duration of this negotiated agreement.

District Labor Management will develop a Severity Matrix for Occupational Therapists and Physical Therapists by September 30, 2017, and will implement starting with the October 2017 remedy calculations.

APPENDIX J – SUPPORT OF STATE AND DISTRICT MANDATED ASSESSMENTS

The District and the Association acknowledge a common interest in using standardized assessments to measure student growth and inform professional practice for all stakeholders of the organization including students, teachers, parents, grade levels, schools, learning communities, and the district.

The District and Association recognize a joint interest to ensure that we have meaningful and informative assessment and reporting practices, without taking great amounts of classroom instructional time and teacher time for grading. We share a common goal to ensure that the implementation of state and district mandated assessments is seamlessly integrated into the job of teaching and learning.

J.1 - MANAGING THE NUMBER AND COMPLEXITY OF STATE AND DISTRICT MANDATED ASSESSMENTS

The District agrees to use the curriculum adoption and refinement process at all levels to streamline curriculum, assessments, and instructional expectations.

The District and Association agree to a development process that includes administrators and teachers to work towards a balanced comprehensive assessment system, including large scale state assessments, district interim assessments and classroom/curriculum-based formative and summative assessments. A balanced assessment system takes into consideration the impact of time for administration and grading of assessments.

By October 1 annually, the district will identify and communicate which district and state assessments are required and which ones are available for optional use.

When developing new District mandated assessments and expectations, whenever possible, new assessments will be directly aligned to Common Core State Standards and/or recognized anchor standards and take advantage of the Smarter Balanced Assessment Consortium (SBAC) system and technology.

J.2 - MANAGING THE COMMUNICATION AND INFORMATION STRATEGY FOR STATE AND DISTRICT MANDATED ASSESSMENTS

- A. To ensure consistent communication and expectations for actions around assessments, administrators and building teacher leadership will share joint responsibility to support staff in the areas of curriculum, assessment, and instruction.
- B. The District will maintain and communicate a State and District Mandated Assessment document for the use of administrators and teachers for planning and preparation purposes.

J.3 - SUPPORTING THE PRACTITIONERS IN THE ASSESSMENT PROCESS

The following items will be addressed to support our assessment activities:

- A. Based on the need for one-to-one certificated administration of DIBELS testing, funds for substitute coverage will be provided at thirty (30) minutes per student per year.
- B. The Assessment office will set up a schedule and arrange for required paper-based district assessments to be printed at the print center and delivered to the buildings prior to the assessment window.
- C. Provide secure electronic-based district assessment, if appropriate.

APPENDIX K – NEW DISTRICT PROGRAM & PRACTICES

The District and Association acknowledge the dynamic national, state, and local environment within which the Lake Washington School District must navigate, grow, and succeed. The District and Association also acknowledge that these external factors, whether through regulation, mandate, or choice, require the District to continuously adapt and innovate (navigate change, create new programs and practices) to ensure our students graduate prepared for college, prepared for the global workplace, and prepared for personal success.

The District and Association acknowledge that navigating change through new programs and practices is a complex activity that has a significant impact on an individual's workload and capacity to do his or her job. It is in the interest of both the District and Association that, as we innovate and navigate change, we ensure the resulting new programs and practices are doable, meaningful, and relevant.

Therefore, this Letter of Understanding is written to address these additional shared interests:

- Including teacher voice
- Adhering to national and state mandates
- Enhancing student achievement
- Managing impact on teacher workload
- Providing adequate professional learning
- Addressing operational and technology needs and support
- Determining capacity to succeed

For the purpose of this Letter of Understanding, new programs and practices are defined as introductory acts needed to set in motion a new district practice around classroom instruction/assessment. New programs and practices will be shared with all staff members following a three (3) step process: introduction, implementation, and evaluation.

The District multi-year strategic plan will be shared with staff on an annual basis each August.

SECTION K.1 – INTRODUCTION OF NEW PROGRAMS AND PRACTICES

When new programs and practices are introduced, a multiple-year strategic plan will be shared with affected staff that identifies the resources, support and time needed to:

- A. Learn the new program or practice.
 1. Communicate the rationale of the new program or practice, i.e., the driving factors.
 2. Communicate the origin of the new program or practice, i.e., federal/state mandates, District administration, teachers, community.
- B. Process the new program or practice.
 1. Develop a deep understanding of purpose and connection to student success, which will support authentic work and a positive culture.
 2. Communicate where/how it connects to the strategic plan.
- C. Prepare and plan in order to effectively implement the new program and practice.

1. Provide a timeline of implementation of new programs and practices to staff with clearly identified launches and potential dates to reach integrated practice.
2. Provide an outline for the planned professional development that will be given to support the new programs or practices.

SECTION K.2 – IMPLEMENTATION

- A. New programs and practices will be connected to the building work, including CIP, to provide flexibility during LEAP time, thus allowing for more time and support.
- B. If applicable, new programs and practices must have the technology support needed to implement.

SECTION K.3 – EVALUATION

All staff will be provided the opportunity each February to give input on the multi-year District strategic plan to provide information on current new programs and practices, including implementation and impact.

- B. A teacher representative group will use input results to review implementation, the effectiveness of the current new programs/practices and the impact on teacher workload.
- C. The teacher representative group will make recommendation each March regarding appropriate adjustments to the new programs and practices timeline.
- D. These teacher recommendations will be used by the Strategic Advisory Leadership Team (SALT) for the purpose of monitoring and adjusting the new programs and practices identified in the multi-year strategic plan.

APPENDIX L – INVOLUNTARY TRANSFER / OVER-STAFFING PROCESS

Should it be determined that an over-staffing situation exists in a building, the following steps will be followed:

SECTION L.1

The building principal will notify the staff that an overstaffing of “X” number of positions exists in the building.

SECTION L.1.1.1

K- 5 teachers

SECTION L.1.1.2

6-12 teachers by subject area

SECTION L.1.1.3

Special Education teachers

SECTION L.1.1.4

Specialists in their own categories (librarian, music, PE, etc.)

SECTION L.2

The principal will then ask for volunteers to transfer to other locations within the district. (If there are more volunteers than needed, [Section 23.4.1. F](#) applies.)

SECTION L.2.1

Volunteers will be given choices, if possible, of open positions within the district.

SECTION L.2.2

Volunteers will take all their building seniority with them to the new location.

SECTION L.2.3

Volunteers will each be given five (5) days paid at their per diem rate to make the transition to the new location.

SECTION L.3

Should there be no volunteers, the person with the least district seniority will be transferred to a new location within the district. District seniority is determined by their contractual start date, not the date they received, signed, or returned their letter of intent or verbally committed to their contract.

SECTION L.4

Should there be no volunteers, the person with the least district seniority will be transferred to a new location within the district. District seniority is determined by their contractual start date, not the date they received, signed, or returned their letter of intent or verbally committed to their contract.

SECTION L.5

If there is a tie-on district and building seniority, the person who is lower on the educational lane of the salary schedule will be transferred.

SECTION L.6

If there is a tie-on district and building seniority and educational lane, the person who has the least amount of overall experience will be transferred.

SECTION L.7

If there is a tie-on district and building seniority, educational lane and overall experience, the person to be transferred shall be determined by lottery.

SECTION L.8

Involuntary transfers will be given choices, if possible, of open positions within the district. They will take all of their building seniority with them to their new location and will be given five (5) days at their per diem rate to make the transition to the new assignment.

SECTION L.9

Individuals who have placed their name on the voluntary transfer list by the first Friday in March are eligible to accept voluntary transfers to another location at a later date, if offered, even though they had already been involuntarily transferred.

APPENDIX M – PROCEDURE - JOB SHARE

SECTION M.1

The purpose of a job share is to enable a teacher to take care of a need that would otherwise jeopardize his/her ability to work, such as to care for a parent or family member. The intent is not to create permanent part-time work. Job sharing is voluntary on the part of participants.

SECTION M.2

The building principal must approve job sharing for it to occur in his/her building, except where involuntary transfer occurs. If a principal denies a request, he/she will explain the reasons to the teacher(s) in person and, upon request, in writing.

SECTION M.3

Should job share participants wish to continue for the next school year, they shall request an extension of their leave and they will be given first consideration for continuation in job share for the following year. Should any participant desire to return to full-time, or if the job share is discontinued, the employee will not necessarily be assigned to the identical position occupied before the leave but will be assigned to a position of equivalent nature.

SECTION M.4

Job share shall be for Grades K through 12. Because of difficulties of projecting enrollment and staffing needs, kindergarten will be dealt with on a case-by-case basis. The principal will make final decisions on job sharing after conferring with their supervisor.

SECTION M.5

Should an involuntary transfer be necessary, seniority for both job share participants at any location shall be determined by the district seniority of the most senior participant.

SECTION M.6

Should an involuntary transfer be necessary, seniority for both job share participants at any location shall be determined by the district seniority of the most senior participant.

SECTION M.6.1

Offer full-time employment to remaining job share person

SECTION M.6.2

Seek compatible replacement, with remaining partner working full-time until replacement is found.

SECTION M.7

Job share participants will qualify for salary advancements, experience credits, sick leave, and other benefits as would any part-time certificated employee. An explanation of how these benefits apply to less-than-full-time positions will be made available to each participant by the payroll office.

SECTION M.8

Job share positions will not be eligible under the voluntary transfer section of the contract.

SECTION M.9

Applications for job share must contain provisions which include:

SECTION M.9.1

Teacher compatibility in such areas as:

- personal traits
- educational philosophy
- areas of effectiveness
- experience
- discipline expectations

SECTION M.9.2

Division of instructional and professional responsibilities.

SECTION M.9.3

How the following items will be covered:

- faculty meetings
- parties
- field trips
- student assessment and reporting
- professional development
- LEAP attendance/information
- open house
- curriculum nights
- planning time
- parent/student orientation
- first day of school
- last day of school
- room preparation/closure
- student-led parent/teacher conferences

SECTION M.9.4

Agreement on an acceptable division of time (i.e., a.m., p.m., 2.5 days each person, etc.).

SECTION M.9.5

Basic ground rules on discipline.

SECTION M.9.6

A communication system:

- between selves
- with principal
- with parents
- with students
- with other teachers and staff
- communication with parents regarding the share plan

SECTION M.10 – DISSOVLING A JOB SHARE

SECTION M.10.1

If a job share is dissolved, the individual who held a position in that building prior to the formation of the job share (the "owner") retains the right to that position after the dissolution of the job share. The job share partner who gave up another full-time position to join the job share (the "visitor") will be placed as though returning from a leave of absence but will also retain the right to request a transfer unless a vacancy exists in the current location. If no vacancy exists, the individual may list his/her current location on his/her transfer request list. (Both partners in the job share retain all building seniority accrued prior to the formation of the job share and continue to accrue additional building seniority during the job share. This total accrued seniority may be used in the transfer process.)

SECTION M.10.2

If only one of the job share partners wishes to dissolve the job share, the remaining job share partner may seek a different teacher-partner at the current location provided that individual is the "owner" of the position. If the remaining job share partner is the "visitor," he/she may seek a different partner in another position at that location or at a new location. The "visitor" will take all accrued building seniority with him/her to the new location and will continue to accrue seniority for transfer purposes in the new location.

SECTION M.10.3

If the individual wishing to continue in a job share is unsuccessful in finding a new job share partner, he/she may also elect to return to full-time in the position currently held, provided he/she is the "owner" of that position. If he/she is the "visitor," he/she will be placed as though returning from a leave of absence but will also retain the right to request a transfer unless a vacancy exists in the current location. If no vacancy exists, the individual may list his/her current location on the transfer request.

SECTION M.10.4

In the event that the original job share partner who was the "owner" of the position is no longer part of the job share, the individual having the most seniority in the job share retains the right to the position.

SECTION M.10.5

If both job share partners were originally located in the same building and it cannot be determined who held the position originally, the individual with the most building seniority will be considered the "owner" of the position; the individual with the least building seniority will be considered the "visitor" and may seek a different job share partner in another position at the current location if a vacancy exists, or in another building if such vacancy does not exist; or the individual will be placed as though returning from a leave of absence, but will also retain the right to request a transfer to a full-time position which may include the current location.

If both partners have equal building seniority, the individual having the most district seniority will be considered the "owner" of the position. If both partners also have the same district seniority, the individual placed on the higher educational lane on the salary schedule will be considered the "owner" of the position. If the two partners are on the same lane, the individual with the most overall experience will be considered the "owner" of the position.

APPENDIX N – RETENTION LAYOFF AND RECALL

SECTION N.1

The District will first determine as accurately as possible the number of positions that need to be eliminated. From that number, the District will subtract the total number of employees, known as of April 5, who will be leaving the District for reasons of retirement, resignation, discharge, or non-renewal including those employees on provisional status.

SECTION N.2

Teachers must meet all state, federal licenses and/or certifications and requirements in order to be considered eligible for any position under consideration as a prerequisite for retention.

SECTION N.3

The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions, to allow for the least disruption of the ongoing program and to cause the least deviation from the present assignment of personnel.

SECTION N.3.1

Elementary teachers will be considered for retention in one (1) category (K-5).

SECTION N.3.2

Secondary teachers will be considered for retention based on their level (6-8) for middle school and (9-12) for high school, as well as their teaching assignment such as: Science, Math, Social Studies, Language Arts, Technology Education, Family and Consumer Science, Business Education, Instrumental Music, Vocal Music, Art, Physical Education and Health and individual languages (i.e., French, Spanish).

SECTION N.3.3

Other certificated staff members will be considered for retention according to their specialties, which will include:

- Intervention Specialists
- Elementary Counselors
- Secondary Counselors
- Elementary Quest
- Library Media Specialists
- Psychologists
- Special Education Teachers
- Occupational Therapists
- Physical Therapists
- Safety Net
- Speech & Language Pathologists
- Vision/Orientation/Mobility Specialists
- Elementary Music Specialists
- Elementary PE Teachers

- English Language Learner Teachers

SECTION N.3.4

It is recognized that certificated employees of the District holding administrative or supervisory positions and not included in the bargaining unit covered by this Agreement may be eligible, under applicable Board Policy and Administrative Procedures, for retention in one (1) or more of the employment categories identified in Section N.3 above.

SECTION N.4

Each employee will, in accordance with the criteria set forth in [Section N.3](#) hereof, be considered for retention in the category or specialty appropriate to the position held at the time of the implementation of these procedures; and, in addition, in such additional categories or specialties as any such employee may designate in writing to the Superintendent or designee, provided, that in order to qualify for consideration in any such additional category the employee:

SECTION N.4.1

Must meet all state, federal licenses and/or certifications and requirements in such a category.

SECTION N.4.2

All written designations for consideration in additional categories will be submitted in writing within ten (10) days after any request for such information is made by the Superintendent or designee. Employees will only be considered for additional categories if they do not qualify for retention in the category appropriate to the position held at the time of the implementation of these procedures.

SECTION N.5

Employees will be considered for retention in available positions within the categories or specialties for which they qualify under [Section N.4](#) hereof. In the event that there are more qualified employees than available position in a given category or specialty, the following criteria will be used to determine which employees will be recommended for retention.

SECTION N.5.1

Total seniority as a certificated employee will be the basis for retention for those categories and specialties identified in [Section N.3.3](#). Within each such category or specialty, the senior employee(s) will be recommended for retention.

SECTION N.5.2

"Seniority" within the meaning of the Section N.5 will mean years of certificated experience as described in [Section 21.1.1](#).

SECTION N.5.3

In the case of equality of seniority within those categories and specialties identified in [Section N.3.3](#), the determining factor will be seniority within the District as determined by official start date of employment. In the event that ties still exist, the employee(s) with the greatest number of credits beyond the BA as recorded in the Human Resources Office as of April 5 will have preference. If ties still exist, the employees involved will flip a coin.

SECTION N.5.4

Those certificated staff members presently assigned to a building and chosen for retention will remain in their assigned building, subject to [Article 23 – Transfer and Reassignment](#).

SECTION N.6

Recommendations for certificated staff reductions developed in accordance with these procedures will be presented to the Board prior to May 15.

SECTION N.7

All certificated employees who are not recommended for retention in accordance with these procedures will be laid off and placed in an employment pool for possible re-employment for a period of up to one (1) year. Employment pool personnel will be given the opportunity to fill open positions within the categories or specialties identified in [Section N.3](#) for which they are qualified under [Section N.5](#). If more than one (1) such employee is qualified for an open position, the most senior employee will be offered such position. Employees not reassigned, within one (1) year, to an equivalent position may, at their written request to the Superintendent or designee, have their name remain the reassignment pool. Such request must be submitted by February 1 of each year.

SECTION N.8

Within three (3) weeks of notification by the District that employee(s) have been placed in the employment pool, it is each employee's responsibility to notify the Superintendent or designee that such employee wishes to be removed from the pool.

It will also be the responsibility of each employee to notify, in writing, the Superintendent or designee by February 1 of each year if such employee wishes to remain in the employment pool. If such notification is not received prior to this date, the name of any such employee will be dropped from the employment pool.

SECTION N.9

When a vacancy occurs for which person(s) in an employment pool category qualify, notification from the District to such individual will be by certified mail. Such individual will have five (5) calendar days from the receipt of the certified letter to accept the position. If an individual fails to accept a position offered, such individual will be dropped from that employment pool category.

SECTION N.10

It is the responsibility of the individual in the employment pool to keep the Human Resources Department informed of his/her current address/contact information.

SECTION N.11

Those employees who have not been RIFed may apply for a one (1) year leave of absence without pay. The Superintendent will recommend favorable action by the board for any applicant if the granting of such leave would eliminate the need to lay off an employee. The employee taking such a leave of absence will be entitled to re-employment by the District for at least a period of time equal to the leave granted, regardless of whether their position had subsequently been RIFed.

SECTION N.12

The District will utilize employment pool personnel as substitutes on a first priority basis.

SECTION N.13

The District will furnish to the Association, upon request, a copy of the seniority list which is used in determining who is retained and who is laid off.

APPENDIX O – JOINT COMMITTEE FOR CONTRACT WAIVERS

The Joint Committee will consist of three (3) Association and three (3) District representatives. The Committee chairperson position shall rotate between the parties annually. The following explains the procedure that the District and the Association shall follow regarding contract waivers.

The Joint Committee's responsibility will be to assist individuals representing schools or programs in identifying the provisions of the agreement for which waivers will need to be sought. The Committee shall also offer suggestions that might help these individuals craft a waiver that will meet the criteria required for the granting of contract waivers. A presentation to the Joint Committee is required in order for any waiver to be submitted to the Association's and District's Waiver Approval Committees.

The Joint Committee will meet as needed to review and advise the representatives of buildings or programs requesting waivers. Schools or programs wishing contract waiver(s) must have a representative present to explain their requests.

Waivers for the following year will be accepted for final consideration by each party by May 1. The Association's and District's Waiver Approval Committees will approve waivers using the processes established by each party. The waiver committees will each make their decisions by May 15. The decision of both parties must be positive in order for the waiver to be approved.

APPENDIX P – BUILDING AND STAFF RELATION TO SPECIAL NEEDS STUDENTS

The District and Association recognize and agree that it is desirable to provide the following training program to assist and support teachers and other staff in working with special needs students:

SECTION P.1 – REVIEW OF POLICIES AND PROCEDURES

Special Education Department will provide Guidance Team Procedures Materials that will be reviewed by all teachers and specialists by October 1. Training will cover:

- Special Services procedures and policies
- Definition and clarity regarding least restrictive environment, special education services and placement
- Discipline of students who are 504 and/or special education eligible
- Child Find and Guidance Team training and responsibilities
- Roles and responsibilities of all teaching staff in implementing special education procedures and policies
- Changes in special education and/or 504 regulations and policies
- Health Services, 504, and Special Education accommodations
- Dissemination Process
- Provide building staff access to evaluation, 504 and IEP documents for each student whom staff works with and supports
- Resources
 - Reference how to access support resources for staff
 - How aide time is generated, assigned, used, and changes from year to year
 - Funding for students eligible for 504, special education and ELL

If there are major changes in any of the above components, all administrators and all guidance team members will be provided new training materials and training.

SECTION P.2 - SPECIAL EDUCATION TEACHERS/SPECIALISTS COLLABORATION BETWEEN GENERAL EDUCATION AND SPECIAL EDUCATION TEACHERS/SPECIAL EDUCATION SPECIALISTS

PROMOTION PROCESS:

- Each spring information and expectations regarding the Special Education Promotion Process, specifically students promoting from one level to another, will be provided by the LWSD Special Education Department to building administrators and special education teams.
- The Dissemination Process will provide informational support for schools and teachers to assist with the transition of students with special needs within school grade bands and between grade bands.
- Each building will be allocated the equivalent of two (2) release days for the implementation and completion of the promotion process per [Section 13.4.8 Special Education Promotion Process](#).

- Within twenty-five (25) working days of the placement of students with an IEP, all special services specialists and general education teachers and specialists impacted by the student will follow the Special Education IEP Dissemination Process.

To ensure continued collaboration regarding Special Education/504 student services beyond the dissemination and promotion process, by October 15 each building Leadership Team, including representatives from the Special Education staff, will develop a schedule ensuring at least three (3) structured collaboration meeting times for Special Education/504 staff to exchange information regarding instructional strategies and/or modifications and accommodations with general education staff serving qualified students. The structured meetings may be held on LEAP time and/or grade level meetings, LEAP, or use of building funds for substitutes. The first scheduled meeting should occur before October 31 and the third meeting should occur between March 1 and April 30.

SECTION P.3 – PROFESSIONAL DEVELOPMENT TRAINING AND SUPPORTS

General District-wide professional development and supports shall be made available: Protocol and how to access district support resources/services for teachers

Training related to:

- Handling difficult students (i.e., anger management, conflict resolution, de-escalation strategies)
- Neurologically impaired students
- Strategies for working with ELL students
- Strategies for general and special education teaching staff working with special needs students
- Developing IEPs, accommodations, modifications, and positive behavior support intervention plans
- Service delivery systems and environmental supports for students
- Other topics as identified

APPENDIX Q – PROFESSIONAL COMMUNITIES AND COLLABORATION (PCC)

The District and the Association agree to a Professional Communities and Collaboration (PCC) model intended to support the professional growth of certificated staff and to enhance the learning environment for students.

Q.1 – EXPECTATIONS

Professional teams shall focus on the “cycle of inquiry” to enhance professional practice and positive student outcomes. To support this work, we strive to create safe environments for PCC teams to improve the practice of teaching and learning. Therefore, the PCC structure will:

- Emphasize professional collaboration focused on the improvement of professional practice and student growth.
- Use the “cycle of inquiry” to focus on evaluating and addressing student learning, using established processes and protocols to analyze data. Examples include Data Teams, RTI, PLC practices.
- Provide structures that maximize the efficiency and efficacy with manageable workload expectations.
- Provide flexibility to differentiate teamwork based on monitoring and adjusting for the needs of students, while expressing ideas, teaching content, and using materials that support the course of study and the District’s instructional program. Teachers are expected to maintain a high

professional standard of teaching and to employ the most effective teaching techniques to meet the District’s mission.

- Be accountable to team members and administrators for completing PCC work at a high level of fidelity and be responsible to work toward continual team development.
- Operate in an environment that provides clear expectations for individuals, PCC teams and administrators, and that provides a procedure to resolve disagreements about expectations.
- Enhance the training, linguistic clarity, and expectations surrounding Professional Community and Collaborations (PCCs).

Q.2 – TRAINING/SUPPORT

Consistent and comprehensive training on PCCs will be provided for certificated staff and administrators. Some of this training will be conducted jointly with certificated staff and administrators. (One such option is to provide training for administrators and building leadership team members as an add-on to contract training in August.)

Each year information on the foundation, process, and expectations of PCCs will be reviewed and PCCs will be provided with time for conducting a team assessment. The team assessment will be the basis for PCCs to access differentiated training/support. PCCs, depending on their progress as a team, may also begin the process of forming/norming or reflecting on their previous year’s goal. Such training may include resources made accessible online and supported by coaching. PCCs will be provided with a clear means for communicating a need for such support.

Q.3 – PCC PROCESSES

Administrators, in consultation with the building leadership team, will guide the formation of PCC teams. Administrators will monitor PCC team progress through the “cycle of inquiry” as outlined in the PCC document and provide needed support.

In developing structures for PCCs, building administrators will account for workload issues for staff which may be assigned to multiple content areas. Options to address this include:

- Staff are expected to actively participate with one team. (Identify as member of one team.)
- Staff may participate with more than one team, but only have responsibility for providing data to one team. (Adjunct membership)
- Staff may participate with one team, but use the products (e.g., common assessments) generated by the other PCC.

When there is disagreement between administration/teacher or between teacher/team, the parties should follow building or team norms or the building’s process for resolving disagreements.

- PGE teams and PCC teams should be the same unless circumstances dictate otherwise.
- PCC goals help the school to accomplish larger goals outlined in the school's Continuous Improvement Plan.

Educators are expected to participate in the activities and actions of PCCs through an ongoing cycle of inquiry (i.e., goal setting, data analysis, responding to the four critical questions).

The LWSD Guiding Principles describe the learning environments in the Lake Washington School District, which are required to foster every student’s ability to learn the knowledge, skills, and attributes specified in the Student Profile. These guiding principles are organized around the themes of Connection, Value and Challenge for every student.

Students learn best when they are known well by adults in the school, and when the instruction and support they receive meets their specific needs as learners and individuals.

Therefore, each middle/high school will design their own Personalization Model using their Building Decision-Making Model. This Personalization Model is to be reviewed annually by all certificated staff members.

While there is no requirement to institute a specific program model, what is required is personalization for every student. This can be done in a variety of ways. Two such ways are intervention time/activities and homeroom. If a building chooses to schedule time during the students’ regular school day for an intervention or homeroom-type period, the following guidelines will apply:

SECTION R.1 – GENERAL HOMEROOM EXPECTATIONS:

- There is no minimum time/minute requirement for homeroom. The time must not infringe upon minimum basic education instructional minutes.
- Homeroom does not count in the daily student limit.
- Buildings will have available coordinated, common resources, activities, and materials.
- The resources, activities and materials will be coordinated and prepared at the building level based on building needs or focus.
- The materials should be classroom-ready and time-appropriate for delivery within a homeroom period.
- As applicable, materials used with students need to follow LWSD Instructional Materials Committee approval policies.
- Each school will determine a structure and process to oversee a bank of common resources, activities, and materials.
- A bank of common resources, activities and materials will be developed at the district level by a committee of building staff.

SECTION R.2 – TIME ALLOTTED FOR HOMEROOM

Time allotted for homeroom should be used to engage students in the school’s operational and/or educational activities.

Examples include, but are not limited to:

- Daily announcements
- ASB business
- Pre-and/or post-assembly activities/discussions
- Safe Schools/anti-bullying activities
- School climate and culture-focused activities/discussions
- Life skills-focused activities/discussions
- High school and beyond plan/career cruising activities

SECTION R.3 - HOMEROOM EXPECTATIONS FOR TEACHERS

Teachers should not have preparation responsibilities for homeroom.

- Teachers can be asked to deliver materials and/or lesson plans developed by someone else or from a bank of common resources.
- Teachers can lead activities or discussions but will not be expected to develop lessons or activities for this period.
- Teachers may need to briefly review or read through materials to deliver the lesson or activity, and if so, such time will not be considered as an additional course preparation.
- Teachers should not have grading or formal progress monitoring responsibilities for homeroom.
- Teachers are required to take attendance.

SECTION R.4 – STAFF CHAIR 1 STIPEND

Staff Chair 1 stipend for each comprehensive middle school and all high schools will be allocated by the District for a personalization coordinator in each building. The role of the coordinator is to develop, organize, and coordinate personalization resources, activities and materials based on building needs or focus.

SECTION R.5 – GENERAL INTERVENTION EXPECTATIONS

- There is no minimum time/minute requirement for intervention time/activities.
- Intervention time/activities do not count in the daily student limit.
- The building decision-making model must address format, structure, time, and student management.
- Intervention time/activities are directed at supporting student success and may include reviewing, re-teaching, and scaffolding, and enriching instruction, based on student need.

SECTION R.6 – TIME ALLOTTED FOR INTERVENTION SHOULD BE BASED ON STUDENT NEEDS

Examples include, but are not limited to:

- Student request for additional support
- Teacher identified need for support
- Study time
- Assessment prep and/or make-up
- Pre-teaching

SECTION R.7 – INTERVENTION TIME/ACTIVITY EXPECTATIONS FOR TEACHERS

- Teachers should not be asked to prepare anything outside of their current teaching assignment.

- Student support activities should be driven by the teacher and their PCC team.
- Teachers' intervention activities should be driven by the students' needs and a natural harvest of student assessment data.
- Teachers should not have additional grading or formal progress monitoring responsibilities for intervention time.
- Teachers are required to take attendance.

APPENDIX S – MODERNIZATION

The District and the Association recognize the extra work teachers must perform when moving their classroom as a result of modernization projects. In recognition of this extra work the parties have agreed to the following:

SECTION S.1

In order to facilitate school moves, the District will provide teachers a Moving Guide which will identify the responsibilities of teachers as well as those of the District.

SECTION S.2

In order to mitigate the impact of the transition and to reduce the quantity of materials needing to be packed, teachers will be expected to dispose of unneeded materials and supplies.

SECTION S.3

All teachers will receive a Moving Stipend as identified on the stipend schedule in Appendix D. This Stipend is for the packing and unpacking of their classroom.

SECTION S.4

The physical movement of boxes from one building to the other is the District's responsibility.

SECTION S.5

Employees who believe the packing and unpacking requirements for their classroom or work area exceed that of a typical classroom may request additional assistance from their building administrator. Such request must be made no later than three (3) school months prior to the move date.

The building administrator shall reply to such a request within fifteen (15) school days after the deadline for requests. If the Administrator agrees with such request, the assistance given to teachers by the administrator may include the provision of monetary compensation above the Moving Stipend, the hiring of an IA(s) to assist in the packing and unpacking of materials, recruiting volunteers to assist the teacher, or the hiring of professional movers.

SECTION S.6

Should the building administrator deny a request for additional assistance, the teacher may appeal such denial to their building administrator. Upon receiving notification that the teacher is appealing the denial, the building administrator will schedule a meeting with the teacher within fifteen (15) school days of such notification to hear the appeal.

SECTION S.7

If, after hearing the appeal, the building administrator upholds the denial, the LWEA may appeal the denial at the next scheduled Labor Management meeting.

SECTION S.8

Any extraordinary situations arising as a result of a modernization project will be brought to the Labor Management meeting for resolution.

APPENDIX U – MULTILINGUAL LEARNER PROGRAM – REVIEW OF STAFFING, PROFESSIONAL DEVELOPMENT, AND INSTRUCTIONAL MODEL

The District and Association recognize the unique needs of Multilingual Learners (MLs). With the increased enrollment of students requiring ML services, the District has modified the program delivery model for 1-12 students. House Bill 1541 requires, beginning of the 2019-20 school year that “all teachers assigned using funds for the transitional bilingual instruction program to provide supplemental instruction for eligible pupils must hold an endorsement in bilingual education or English language learner, or both.”

Ratios: # of Kindergarten students:

Less than or equal to 50 students generates .1 FTE

Greater than 50 but less than 70 students generate .2 FTE

Greater than 70 generates an additional .3 FTE

Staffing ratio for grades 1-5 is 48:1. = 1.0 FTE

Staffing ratio for grades 6-12 is 45:1 = 1.0 FTE

Kindergarten program model: Building ML teacher responsibilities will include direct services for emerging Kindergarten students as needed and support to kindergarten teachers in supporting students.

An addition of 4 FTE Kindergarten Facilitators to support general education, Kindergarten teachers in each region of the District. Role of the facilitator will include coaching, modeling lessons, and lesson unit adaptation, to support Kindergarten ML students during core instruction.

The program will maintain four (4) Kindergarten Facilitators, one (1) per region.

LETTER OF UNDERSTANDING
BETWEEN
LAKE WASHINGTON SCHOOL DISTRICT NO. 414
AND
LAKE WASHINGTON EDUCATION ASSOCIATION

The District and Association recognize the difficulty of securing short-term employment of instructional assistants when selected as a remedy for class size/caseload overloads (see Article 13). Therefore, if a teacher selects instructional assistant time for his/her remedy, the administration at the school will make every attempt to fill the position with existing staff within the building. If the administration is unable to fill the position by the time the remedy choice is due, the teacher will be required to choose either salary or instructional materials instead of instructional assistant time.

Janene Fogal
(For the District)

Kevin M. Teeley
(For the Association)

9-30-14

INDEX

<u>SUBJECT</u>	<u>PAGE #</u>	<u>SUBJECT</u>	<u>PAGE #</u>
Academic Freedom	35	Jury Duty & Subpoena	44
Adoption/Foster Leave	44	LEAP Days	10, 47, 80
Annual Leave	41	Leaves	39
Assessments	96	Leave of Absence	42
Assignment and Transfer	54	Medicaid Billing Compensation	29
Association Membership (Recognition)	5	Military Leave	45
Association Release Time	17	Modernization	115
Association Rights	7	National Board Certifications	93
Bereavement Leave	41	New Teacher Assignments	18
Calendars	87	Non-Continuing Contracts	60
Chairpersons (Stipends)	17	Non-Discrimination	11
Child Care Leave	43	Payroll Deductions	8
Class Size / Case Load	20	Personal Leave (Annual Leave)	41
Complaints	11	Personnel Files	35
Conference Pay (Elementary)	23	Planning Time	15
Conformity to Law	6	Private/Home School Evaluations	29
Contract Waivers	109	Probation	72
Decision-Making Models	35	ProTeach Days	19
Deductions from Pay	8	Progressive Discipline	14
Disability Leave	40	Public Office Leave	42
Discipline	14	Reduction-in-Force (Lay-off)	59
Discipline of Students	38	Reassignment of Specialists	58
Distribution of District Policies	5	Release from Contract	14
District Programs	97	Religious Observances Leave	45
District Rights	8	Responsibility Contract	80
Duration of Agreement	78	Running Start Funds	92
Elementary School Day	16	Salary Placement	48
Elementary Split-Combination Classes	17	Salary Schedule	79
Emergency Leave	40	Salaries	46
Employee Facilities	37	Secondary Class Size	24
Employee Files	35	Secondary School Day	15
Employee Rights & Responsibilities	11	Shared Leave	40
Evaluation	61	Sick Leave	39
Extended Contracts	46	Special Needs Students	13, 110
Grades	13	Staff Meetings	35
Grievance Procedure	73	Stipends	46, 48
High School Grad. Support Resources	27	Student Discipline	37
Homeroom	25, 113	Student Grades	13
IEP Meeting Support	32	Substitute Teachers	8, 12, 84
Incentive to Attract & Retain	48	Supplemental Contracts	47
Insurance Benefits	50	Technology Integration	91
Intellectual Property Rights	14	Temporary Disability Leave	40
Involuntary Transfer / Over-Staffing	56, 99	Transfer	55, 58, 99
Job Share	101	Vacancies	54
Late Start and Closures	19	Work Day	17, 80